City of Port St. Lucie

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

Meeting Agenda

Monday, July 28, 2025

6:00 PM

Council Chambers, City Hall

City Council

Shannon M. Martin, Mayor

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

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

1. Meeting Called to Order

2. Roll Call

3. Invocation & Pledge of Allegiance

4. Proclamations and Special Presentations

4.a	Proclamation: All-America Cities	**2025-716**
4.b	All-America City Award Ceremony	**2025-717**

5. Public to be Heard

6. Additions or Deletions to Agenda and Approval of Agenda

7. Approval of Consent Agenda

7.a	Approval of the June 9, 2025 Regular City Council and June 23, 2025 Regular City Council Meeting Minutes	**2025-692**
7.b	Authorize the City Manager to Enter into and Execute Florida Department of Environmental Protection (FDEP) Amendment No. 2 to Grant Agreement No. 22SRP 12 to Benefit Water Quality.	**2025-681**
7.c	Ratify Amendment #5 and Approve Amendment #6 to Contract #20230117 for CEI & GEO Services for the Port St. Lucie Blvd. Segment 3 Project.	**2025-661**
7.d	Approve Contract #20250200 for Janitorial Services.	**2025-697**
7.e	Approve the Agreement with Respect to Florida Power & Light Lighting for a Portion of Marshall Parkway with Mattamy Palm Beach, LLC	**2025-699**
7.f	Approve and Authorize the Execution of a Memorandum of Understanding with the President and Fellows of Harvard College Acting Through the Bloomberg Harvard City Leadership Initiative at the John F. Kennedy School of Government.	**2025-713**

8. Second Reading of Ordinances

8.a Ordinance 25-38, Quasi-Judicial, Public Hearing, an Ordinance Approving the 4th Amendment of the Planned Unit Development Document for Gatlin Plaza, Located South of SW Gatlin Boulevard and East of I-95 (P23-159). **2025-609**

8.b Ordinance 25-40, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 2, Block 1828, Port St. Lucie Section Thirty-Five, as Recorded in Plat Book 15, Pages 10, 10A through 10P, of the Public Records of St. Lucie County, Florida. **2025-634**

8.c Ordinance 25-41, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lots 36 and 37, Block 1323, Port St. Lucie Section Eleven, as Recorded in Plat Book 12, Pages 51, 51A through 51E, of the Public Records of St. Lucie County, Florida. **2025-625**

9. Other Public Hearings

10. First Reading of Ordinances, Public Hearing

10.a Ordinance 25-39, Quasi-Judicial, Public Hearing, an Ordinance Rezoning 8.31 Acres of Land, Located on the Northwest Side of the Enterprise Drive, from Industrial (IN) Zoning District to Warehouse Industrial (WI) For Property Legally Described as All of Lot 6, of St. Lucie West Plat No. 133, St. Lucie West Industrial Park (P25-087). **2025-662**

11. Resolutions

11.a Resolution 25-R30, Quasi-Judicial, Public Hearing, a Resolution Granting a Special Exception Use to Allow a K-8 Private School in the Commercial General (CG) Zoning District Per Section 158.124(C)(8) of the Code of Ordinances for a Project Known as Dalton Learning Academy (P25-041); Providing for Conflicts; Providing for Severability; and Providing an Effective Date. **2025-552**

11.b Resolution 25-R40, a Resolution of the City Council of the City of Port St. Lucie, Florida, Relating to the Collection and Disposal of Solid Waste and Recyclable Materials in the City; Establishing the Assessment Rate for Solid Waste Service Assessments Against Assessed Property Located within the City for the Fiscal Year Beginning October 1, 2025; Setting a Maximum Rate for Annual Solid Waste Service Assessments not to be Exceeded in Future Fiscal Years and Continuing Thereafter Until Amended; Directing the Preparation of an Assessment Roll; Authorizing a Public Hearing and Directing the Provision of Notice Thereof; Providing for Conflict; Providing for Severability; and Providing an Effective Date. **2025-700**

11.c Resolution 25-R41, a Resolution of the City of Port St. Lucie, Florida, Relating to the Provision of Stormwater Management Services in the City of Port St. Lucie; Reimposing and Increasing Stormwater Service Fees Against Commercial and Residential Developed and Undeveloped Property Located within the City of Port St. Lucie for the Fiscal Year Beginning October 1, 2025; Setting a Maximum Rate for Stormwater Service Fees not to be Exceeded in Future Fiscal Years and Continuing Thereafter Until Amended; Directing the Preparation of an Assessment Roll; Authorizing a Public Hearing and Directing the Provision of Notice Thereof; Providing for Conflict; Providing for Severability; and Providing an Effective Date. **2025-701**

11.d Resolution 25-R42, Authorizing the Acquisition of Real Property Described as Lot 6, Block 390, Port St. Lucie Section Twenty-Four, according to the Plat thereof, as Recorded in Plat Book 13, Pages 31, 31A Through 31C, of the Public Records of St. Lucie County, Florida, for the Expansion of the Utility Systems Departments Prineville Facility and for “Good Neighbor Buffering”. **2025-705**

11.e Resolution 25-R43, Authorizing the Acceptance of a Special Warranty Deed from Mattamy Palm Beach, LLC, for a Portion of Real Property Associated with Marshall Parkway, Located on the Southeast Corner of Marshall Parkway and Community Boulevard, together with a Drainage and Irrigation Easement. **2025-592**

12. Unfinished Business

13. New Business

13.a Discussion on the Proposed Update to the Public Buildings Impact Fee Schedule (P25-128) **2025-707**

14. City Manager's Report

15. Councilmembers Report on Committee Assignments

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

17. Adjourn

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

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

Notice: Anyone wishing to speak during Public to be Heard 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

2025-716

Agenda Date: 7/28/2025 **Agenda Item No.:** 4.a

Placement: Proclamations and Special presentations

Action Requested: Discussion

Proclamation: All-America Cities

Submitted By: Brandon Dolan, Executive Assistant

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

Executive Summary (General Business): N/A

Presentation Information: A short presentation may be delivered by Mayor Shannon M. Martin.

Staff Recommendation: Request that the Council present the Proclamation.

Background: Port St. Lucie, FL was recognized today as one of ten All-America City Award winners. The National Civic League presented this honor to recognize Port St. Lucie's work to actively engage residents in the pursuit of environmental goals. Earlier this year, communities from across the country submitted written applications showcasing their efforts to bring people together, create positive change, and build thriving, resilient communities. The field was narrowed to twenty finalists and this week, these finalist communities traveled to Denver, Colorado, where they connected and shared insights with peers, learned from national thought leaders, and presented their work to a jury of nationally recognized civic leaders. After careful deliberation, the jury selected ten winning communities, including Port St. Lucie, Florida.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments: N/A

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

Internal Reference Number: N/A

Legal Sufficiency Review:
N/A

Agenda Summary

2025-717

Agenda Date: 7/28/2025 **Agenda Item No.:** 4.b

Placement: Proclamations and Special presentations

Action Requested: Discussion

All-America City Award Ceremony

Submitted By: Brandon Dolan, Executive Assistant

Strategic Plan Link: The City's Vision to put residents first.

Executive Summary (General Business): Port St. Lucie, FL was recognized as one of ten All-America City Award winners. The National Civic League presented this honor to recognize Port St. Lucie's work to actively engage residents in the pursuit of environmental goals. After careful deliberation, the jury selected ten winning communities, including Port St. Lucie, Florida.

Presentation Information: A short presentation may be delivered by Mayor Shannon M. Martin with awards presented to the participants and sponsors. .

Staff Recommendation: Request that the Council present the awards.

Background: Earlier this year, communities from across the country submitted written applications showcasing their efforts to bring people together, create positive change, and build thriving, resilient communities. The field was narrowed to twenty finalists and this week, these finalist communities traveled to Denver, Colorado, where they connected and shared insights with peers, learned from national thought leaders, and presented their work to a jury of nationally recognized civic leaders.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments: N/A

Internal Reference Number: N/A

Legal Sufficiency Review:

N/A

Agenda Summary

2025-692

Agenda Date: 7/28/2025 **Agenda Item No.:** 7.a

Placement: Consent Agenda

Action Requested: Motion / Vote

Approval of the June 9, 2025 Regular City Council and June 23, 2025 Regular City Council Meeting Minutes

Submitted By: Sally Walsh, City Clerk

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

Executive Summary (General Business): N/A

Presentation Information: N/A

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

Alternate Recommendations:

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

Background: N/A

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Business Impact Statement: N/A

Attachments: June 9, 2025 Regular City Council Meeting Minutes, June 23, 2025 Regular City Council Meeting Minutes

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

Internal Reference Number: N/A

Legal Sufficiency Review:
N/A

City of Port St. Lucie

City Council

Meeting Minutes

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

Shannon M. Martin, Mayor

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

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Monday, June 9, 2025 **1:00 PM** **Council Chambers, City Hall**

Request to Table Item 11A* *Addition of Item 7S and 7T

1. Meeting Called to Order

   A Regular Meeting of the City Council of the City of Port St. Lucie was called to order by Mayor Martin at 1:05 PM on June 9, 2025, at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. Roll Call

   Council Members Present:
   Mayor Shannon M. Martin
   Vice Mayor Jolien Caraballo
   Councilman Dave Pickett
   Councilman Anthony Bonna

   Council Members Not Present:
   Councilwoman Stephanie Morgan

3. Invocation & Pledge of Allegiance

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

4. Proclamations and Special Presentations

   4.a Proclamation: Juneteenth **2025-513**

   Mayor Martin read the proclamation commemorating the Juneteenth holiday and presented it to the leaders of the Juneteenth Committee. Mayor Martin thanked the members of the Committee and acknowledged Salome Angrand for leading this effort.

4.b Waterway Cleanup **2025-586**

(Clerk's Note: Mayor Martin added the Waterway Cleanup proclamation at this time.)

Mayor Martin read the proclamation for Waterway Cleanup and presented it to April Price, Meighan Beckett, and Sergeant John Fazio. On behalf of the Marine Industries Association, April Price thanked the City Council and PSL Police Department for their continued partnership and stated she was proud to be a resident of Port St. Lucie.

4.c Celebrating Mr. Richard Rossi **2025-558**

Mayor Martin read the Certificate of Recognition for Mr. Richard Rossi, U.S. Army Veteran, to honor him and his service as well as celebrate his 101st birthday. In addition, representatives from Congressman Brian Mast's office read a letter from Congressman Mast and presented it to Mr. Rossi.

5. Public to be Heard

Mayor Martin called on those who wished to speak:

1. Cary Kantor, 718 S.E. Cavern Avenue, spoke regarding the Cameo dump site changes and suggested that residents show their driver's license and utility bills to distinguish them from the contractors.

2. Dodi Spence, address not stated, inquired about who was responsible for inspecting the overhead power lines/wires, as they were pulling and snapping the poles.

3. Richard Beuchard, 581 N.W. Haven Street, spoke regarding the City's storm water ordinance, specifically the operation and maintenance activities on public property.

The City Manager indicated FP&L was responsible for maintaining the overhead power lines and following through with the cable companies.

Vice Mayor Caraballo advised that the Cameo site was never meant to be permanent. She stated the City needs to provide some solutions for the residents.

Vice Mayor Caraballo also spoke to the swale liner and culvert programs, as the City is working to find solutions. She requested that the City Manager respond to the public comments.

Councilman Bonna stated the City cannot afford the Cameo site. He indicated

that it is a temporary site and the City is working on solutions for the residents who utilize the site.

Mayor Martin spoke to the general fund versus special assessments regarding the Cameo site and solid waste. She stated it has always been City policy that residents clean out their swales and culverts. She indicated the City also cleans out the swales in front of residents' homes, so it is a mixed responsibility.

Vice Mayor Caraballo noted the public comment received from Shakira Hines online. Vice Mayor Caraballo requested an update on the swale liner program at the next City Council Workshop and inquired if there were any measures to accelerate the program.

6. Additions or Deletions to Agenda and Approval of Agenda

Mayor Martin indicated there were requests to table Item 11.a to the June 23, 2025, City Council meeting and to add Items 7.s and 7.t to the Agenda.

There being no discussion, Vice Mayor Caraballo moved to approve the Agenda with the requests to table Item 11.a. to the June 23, 2025, City Council meeting and to add Items 7.s and 7.t to the Agenda. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

7. Approval of Consent Agenda

Mayor Martin indicated that Item 7.p needed to be pulled, as the conditions had to be read into the record.

There being no discussion, Vice Mayor Caraballo moved to approve the Consent Agenda with the request to pull Item 7.p, so the conditions can be read into the record. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

7.a	Approval of the May 12, 2025 Regular City Council and May 19, 2025 City Council Workshop Meeting Minutes	**2025-532**
7.b	Approve Sponsorship Request from the Marine Industries Association of the Treasure Coast Inc., for the 18th Annual Treasure Coast Waterway Cleanup	**2025-491**
7.c	Recommendation for Appointment to the Citizens Advisory Committee	**2025-521**
7.d	Approval to Participate in the City of St. Augustine Contract #RFB-24052 for the Purchase and Delivery of Sulfuric Acid for Water Treatment Purposes.	**2025-430**
7.e	Approve Extension of the Alternate Vehicle Purchasing Plan	**2025-525**

for an Additional Fiscal Year.

7.f	Accept the St. Lucie County Regional Resilience Vulnerability Assessment Final Report	**2025-557**
7.g	Approval to Participate in Corporate Contract No. 43210000-23-NASPO-ACS for Computer Equipment, Peripherals, and Related Services.	**2025-506**
7.h	Approval to Participate in the City of Hollywood Contract Resulting from IFB-243-25-JJ for the Supply and Delivery of One-Ton Cylinders of Liquid Chlorine.	**2025-535**
7.i	Award Contract #20250072 for Professional Design Services for the Village Green Corridor Improvements Project.	**2025-541**
7.j	Award Contract #20250037 for Maintenance of Portable and Stationary Generators.	**2025-516**
7.k	Approval to Participate in the Bradford County Sheriff's Office Contract #BCSO2019-01 for Lighting, Emergency Lighting, Specialty Equipment, Public Safety Equipment and Accessories - Parts Sales and Installation Service.	**2025-498**
7.l	Ratify Amendments #6 & #7 and Approve Amendment #8 to Contract #20220045 for the Floresta Drive Improvements Phase 2 Construction Project.	**2025-539**
7.m	Approve a Preliminary and Final Plat for a Project known as Central Park Commercial Plat (P24-223).	**2025-438**
7.n	Approve the Recommended Art Submissions for Utility Box Wraps Citywide.	**2025-553**
7.o	Approve a Major Site Plan for Four Port St. Lucie (P24-191).	**2025-555**
7.p	Approve a Final Subdivision Plat and Construction Plans for LTC Ranch West POD 9 Phases 2 and 3 (P24-155).	**2025-414**

Mary Savage-Dunham, Director, Planning and Zoning, read Item 7.p and the associated conditions into the record.

Councilman Bonna moved to approve Item 7.p, Final Subdivision Plat and Construction Plans for LTC Ranch West POD 9 Phases 2 and 3 (P24-155), including the conditions as read into the record. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

7.q Approve a Preliminary Plat with Construction Plans for a Project Known as Verano South PUD 1- POD D- Plat No. 7 (P24-146). **2025-505**

7.r Authorizing a Partnership with St. Lucie County on a Competitive Solicitation to Construct Community Land Trust Homes on Three City-Owned Lots. **2025-507**

7.s Approve a Final Subdivision Plat and Construction Plans for LTC Ranch West POD 6A Phase 2 (P24-173). **2025-549**

7.t Authorize the City Manager to Accept Sponsorship Commitment from St. Lucie County for the 2025 FreedomFest **2025-582**

8. Second Reading of Ordinances

8.a Ordinance 25-27, Abandoning a Portion of a Fifty (50) Foot Wide Drainage Easement Affecting Real Property Located at 350 SE Southbend Boulevard, Port St. Lucie, Florida. **2025-462**

The City Clerk read Ordinance 25-27 aloud by title only.

There being no discussion, Councilman Pickett moved to approve Ordinance 25-27. Councilman Bonna seconded the motion, which passed unanimously by voice vote.

8.b Ordinance 25-28, Abandoning a Portion of a Twenty (20) Foot Wide Side and Rear Utility and Drainage Easement Affecting Lot 35, Block 538, Port St. Lucie Section Thirteen, as Recorded in Plat Book 13, Pages 4, 4A through 4M, of the Public Records of St. Lucie County, Florida. **2025-477**

The City Clerk read Ordinance 25-28 aloud by title only.

There being no discussion, Councilman Bonna moved to approve Ordinance 25-28. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

8.c Ordinance 25-29, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 6, Block 1538, Port St. Lucie Section Thirty, as Recorded in Plat Book 14, Pages 10, 10A through 10I, of the Public Records of St. Lucie County, Florida **2025-478**

The City Clerk read Ordinance 25-29 aloud by title only.

There being no discussion, Vice Mayor Caraballo moved to approve Ordinance 25-29. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

8.d Ordinance 25-30, an Ordinance Adopting a Master Sign Program for Sundance Port St. Lucie (P25-001). **2025-484**

The City Clerk read Ordinance 25-30 aloud by title only.

There being no discussion, Councilman Pickett moved to approve Ordinance 25-30. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

8.e Ordinance 25-31, an Ordinance Amending the Riverland Master Sign Program (P17-097-A1). **2025-480**

The City Clerk read Ordinance 25-31 aloud by title only.

There being no discussion, Councilman Bonna moved to approve Ordinance 25-31. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

8.f Ordinance 25-32, an Ordinance Rezoning 72.88 Acres of Land, Located South of the Proposed Intersection of Midway Road and Wylder Parkway, within the LTC Ranch DRI, from St. Lucie County Agricultural (SLC-AG-5) Zoning District to Planned Unit Development (PUD) For Property Legally Described as Tracts "A" & "B" of the Plat of LTC Ranch West as Recorded in Plat Book 83, Pages 17 through 24, inclusive, of the Public Records of St. Lucie County, Florida (P24-213). **2025-415**

The City Clerk read Ordinance 25-32 aloud by title only.

There being no discussion, Councilman Pickett moved to approve Ordinance 25-32. Councilman Bonna seconded the motion, which passed unanimously by voice vote.

At this point, Vice Mayor Caraballo discussed an article regarding the DRI, that was approved by the County in 1997 and assumed by the City in 2000, and how it relates to the commercial component. Mayor Martin noted that commercial follows residential by three to five years, so the City has to work and partner with the development community.

8.g Ordinance 25-33, Authorizing the Mayor to Grant a Perpetual Non-Exclusive Utility Easement and a Temporary Construction Easement to Pivotal Utility Holdings, Inc. for **2025-442**

the Purpose of Constructing, Operating, Maintaining, Repairing and Replacing a Gas Pipeline.

The City Clerk read Ordinance 25-33 aloud by title only.

There being no discussion, Vice Mayor Caraballo moved to approve Ordinance 25-33. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

8.h Ordinance 25-34, an Ordinance Amending the Master Planned Unit Development (MPUD) Document and Concept Plan for GHO Homes at Southern Grove (P24-183). **2025-485**

The City Clerk read Ordinance 25-34 aloud by title only.

There being no discussion, Vice Mayor Caraballo moved to approve Ordinance 25-34. Councilman Bonna seconded the motion, which passed unanimously by voice vote.

9. Other Public Hearings

10. First Reading of Ordinances, Public Hearing

10.a Ordinance 25-17, Public Hearing, an Ordinance Amending the Comprehensive Plan of the City of Port St. Lucie to Include a Small-Scale Amendment to the Future Land Use Designation for Approximately 3.72 Acres from Limited Commercial (CL) to Low Density Residential (RL) for a Parcel Legally Described as Port St. Lucie Section 47 Tract E (P25-010) **2025-369**

The City Clerk read Ordinance 25-17 aloud by title only.

Councilman Bonna indicated he did not need a presentation from staff. Mayor Martin explained this was a Public Hearing and they had to go through the legal process.

Bethany Grubbs, Planning and Zoning, provided a PowerPoint presentation on the Conley Drive, LLC, Small Scale Comprehensive Plan Future Land Use Map Amendment. She stated the request is to amend the land use from Limited Commercial to Low Density Residential. She indicated the applicant's intent is to develop four single-family lots and stated the property owner is Conley Drive, LLC, represented by Left Builders, LLC.

Planner Grubbs reviewed the details of the subject property, discussed the

commercial versus residential balance, and presented the transportation impact. She stated the Planning & Zoning Department staff finds the petition to be inconsistent with the intent and direction of the City's Comprehensive Plan and recommends denial. She also indicated the Planning and Zoning Board recommended denial of the comprehensive plan amendment at their meeting of April 1, 2025.

Oscar Izquierdo stated he was representing Conley Drive, LLC. He provided a presentation on the applicant's intent, discussed commercial versus residential in the surrounding area, and displayed a brief video of the subject property. (Clerk's Note: Mr. Izquierdo handed copies of the Tract "E" Replat to the City Clerk who distributed them to Council.)

Mayor Martin opened the Public Hearing. There being no comments, she closed the Public Hearing.

Councilman Bonna stated he was not persuaded, as they need to support the City's growth and increase the commercial aspect. He indicated he did not support this project.

Vice Mayor Caraballo inquired if the City has worked with other commercial owners regarding storm water issues. Diana Spriggs, Assistant Director, Public Works, stated the City works with every applicant, but she is not aware of the environmental factors of this site. Vice Mayor Caraballo wanted to ensure the property was not impractical for commercial use, as the City needs more neighborhood commercial options. She indicated she was not in support of this item.

Councilman Pickett stated he was not supporting this item, as there was no need to add more homes in the proposed area.

Mayor Martin stated the subject property is zoned commercial, so the City will work with future commercial applicants to make sure everything goes through the process. She indicated she will be supporting the recommendation of the Planning and Zoning Department and staff.

There being no further discussion, Councilman Pickett moved to deny Ordinance 25-17. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

10.b Ordinance 25-35, Public Hearing, Authorizing the Conveyance of a Drainage Easement in Favor of LTC Ranch West Residential Community Development District **2025-493**

The City Clerk read Ordinance 25-35 aloud by title only.

Mayor Martin opened the Public Hearing. There being no comments, she closed the Public Hearing.

There being no discussion, Councilman Pickett moved to approve Ordinance 25-35. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

11. Resolutions

11.a Resolution 25-R30, Quasi-Judicial, Public Hearing, a Resolution Granting a Special Exception Use to Allow a K-8 Private School in the Commercial General (CG) Zoning District Per Section 158.124(C)(8) of the Code of Ordinances for a Project Known as Dalton Learning Academy (P25-041); Providing for Conflicts; Providing for Severability; and Providing an Effective Date. **2025-552**

(Clerk's Note: This item was tabled under Item 6, Additions or Deletions to Agenda and Approval of Agenda.)

11.b Resolution 25-R32, a Resolution of the City Council of the City of Port St. Lucie Approving an Economic Development Impact Mitigation Agreement for Import Mex of FL, LLC, a Distribution and Logistics Facility, and Authorizing the City Manager or His Designee to Execute an Impact Fee Mitigation Agreement by and Among the City of Port St. Lucie and Import Mex of FL, LLC; Providing an Effective Date. **2025-220**

The City Clerk read Resolution 25-R32 aloud by title only.

Elijah Wooten, Economic Development Administrator, provided a PowerPoint presentation on the impact and mobility fee mitigation agreement for Import Mex of Florida, LLC, previously known as Project King, and reviewed the details of the project and its economic impact. He indicated that staff recommends approval of the impact mobility fee mitigation agreement and noted that representatives from the EDC and Import Mex of Florida, LLC, were in attendance to answer any questions.

Vice Mayor Caraballo inquired about the tax abatement. Mr. Wooten explained it is included in the incentive package, which will come before Council as they go through the course of the project. He indicated the ad valorem tax exemption will be requested once the building is determined significantly complete by the Property Appraiser's office. Vice Mayor Caraballo also spoke to the jobs being created by the project.

Mayor Martin noted that one important component of their economic development and jobs corridor is to shift the burden from residential to commercial. She stated it is important to build up their local economy and keep the spending local.

Councilman Pickett indicated he was for initiating a penalty when the project does not bring the anticipated number of jobs to Port St. Lucie.

There being no further discussion, Vice Mayor Caraballo moved to approve Resolution 25-R32. Councilman Bonna seconded the motion, which passed unanimously by voice vote.

11.c Resolution 25-R33, Approving Agreement to Rebate Stormwater Assessments and Provide for Maintenance of Stormwater Management System for Sundance Communities. **2025-551**

The City Clerk read Resolution 25-R33 aloud by title only.

There being no discussion, Councilman Pickett moved to approve Resolution 25-R33. Vice Mayor Caraballo seconded the motion.

Mayor Martin inquired if the developers all had the same rate, to which the City Manager responded in the affirmative. He stated staff evaluated the rates and felt that all developers should be treated the same regarding the storm water system. Mayor Martin thought the rates were to be negotiated and requested more information, so the Council knows what each party is doing and how much is being contributed. The City Manager indicated staff will summarize the report and submit it to Council

Vice Mayor Caraballo stated she had the same conversation with the City Manager this morning. She suggested going through past Action Agendas to ensure everything has been completed, to which the City Manager indicated he would provide this information to Council.

The Council voted and the motion passed unanimously by voice vote.

11.d Resolution 25-R34, Authorizing the Acquisition of Real Property Described as Lot No. 1, St. Lucie West Plat No. 116, Parcel 24 Commercial Subdivision, According to the Map or Plat thereof, as Recorded in Plat Book 38, Pages 12, 12A and 12B, of the Public Records of St. Lucie County, Florida, for Future Expansion of the City Hall Complex. **2025-508**

The City Clerk read Resolution 25-R34 aloud by title only.

There being no discussion, Vice Mayor Caraballo moved to approve Resolution 25-R34. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

12. Unfinished Business

13. New Business

13.a Fiscal Year 2025-26 Community Development Block Grant (CDBG) Project Discussion **2025-431**

Alex Tasca, Deputy Director NSD, provided a PowerPoint presentation on the Community Development Block Grant (CDBG) projects for Fiscal Year 2025-26. She discussed the CDBG activities to date for the 5-Year Consolidated Plan and reviewed the proposed projects from the departments for prioritization by Council. She indicated staff will be coming back to Council on June 23, 2025, for the 30-day public comment period and the finalization of the draft action plan that will be presented to HUD for approval.

Mayor Martin and Vice Mayor Caraballo thought this would be a good workshop item, since this was the fifth year of the program and there will be a whole new program next year.

Vice Mayor Caraballo inquired if there was any guidance from HUD for allocating the funds. Ms. Tasca stated there is guidance for supporting various activities across different sectors, but there are many ways a city can do that over a five year period. She added that Port St. Lucie has been running the program very successfully for more than 30 years and explained it is all based on the greatest needs. She noted that reallocating and reforecasting can be done along the way.

Vice Mayor Caraballo suggested, for future discussions, having information on the programs that require perpetual funding versus one-time funding. In addition, she requested background information on these projects and having a broader conversation to better understand each ask.

Mayor Martin stated they can split the projects and funding across the City. She requested more data and the outcomes of past projects. The City Manager stated he would provide the background, data, outcomes, etc., to Council.

Vice Mayor Caraballo also requested information and data on the programs being done outside the City and the impact they have on Port St.

Lucie and its residents.

Ms. Tasca indicated they have the information being requested and suggested this be an item at Monday's City Council Workshop. Mayor Martin stated she would leave that decision up to the City Manager.

Councilman Pickett inquired about using CDBG funds for the lights at Winterlakes Park, to which Ms. Tasca indicated these funds covered a portion of the project. He stated they could use the CDBG funds to pay for the lights and use the CIP money for another project. Councilman Pickett indicated they could discuss the other items, but he would support this project. Mayor Martin stated they need to look at the whole picture to maximize the use of funds.

14. City Manager's Report

City Manager Merejo reported that the Port St. Lucie Utility Department released the 2024 Water Quality Report and it is available on the City's website at www.CityofPSL.com/Utilities.

He also expressed his appreciation to the Council for approving the acquisition of the Peacock site, noting it is a significant asset for the City that will greatly benefit their organization and staff. He stated that the Building Department, Planning & Zoning, Utility, and Commercial Development divisions will be relocating to the new site.

Mayor Martin explained that space is limited and constructing new buildings is more costly than acquiring and renovating existing ones. She noted that improvements are being made to the facility and parking lot in response to the City's growth and to ensure continued public access to City Hall.

15. Councilmembers Report on Committee Assignments

Councilman Pickett reported that he attended the Treasure Coast Council of Local Governments, Transportation Planning Organization meeting, Roundtable of St. Lucie County, and Joel Dramis' retirement. He announced that the Port St. Lucie Police Explorers Post 411 recently completed the 2025 law enforcement explorer challenge at IRSC and placed first overall. Councilman Pickett thanked Chief Leo Niemczyk for putting officers on Glades Cutoff and Commerce for traffic enforcement.

Vice Mayor Caraballo reported that she attended the Transportation Planning Organization meeting as well as the Florida League of Cities Board of Directors and Nominating Committee meetings. She acknowledged the retirement of Joel Dramas and stated he has done great things for the City's Building Department, State of Florida, and the nation. Vice Mayor Caraballo noted that she will be serving on the IRSC Leadership Committee for the Promise Program and will

share any updates with the Council.

Councilman Bonna reported that he attended the Leadership Florida annual meeting in Tampa. He announced he accepted, on behalf of the City of Port St. Lucie, the Trailblazer of the Year Award from the Florida Alliance to End Human Tracking. He thanked everyone for their support and for implementing and completing the training.

Mayor Martin reported she attended her quarterly meeting with SLC Commissioner Jamie Fowler, PSL City Manager Jesus Merejo, and SLC Administrator George Landry; Transportation Planning Organization meeting; Governmental Leaders Luncheon; and board meetings for the Florida Coast Medical Center and the Humane Society. She announced the upcoming Juneteenth events and stated further information is available on the City's website at www.CityofPSL.com/Juneteenth. Mayor Martin also announced that the KPSLB Appreciation Night at Clover Park was a big success and thanked all of the volunteers who keep their City beautiful. She noted the Del-Webb Community is super passionate, where Mr. Wayne Landry organizes their community, volunteers, field trips, and also delivers cigarette receptacles to local businesses.

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

17. Adjourn

There being no further business, the meeting was adjourned at 2:48 PM.

_____
Sally Walsh, City Clerk

_____
Traci Mehl, Deputy City Clerk

City of Port St. Lucie

City Council

Meeting Minutes

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

Shannon M. Martin, Mayor

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

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

Monday, June 23, 2025 **6:00 PM** **Council Chambers, City Hall**

***Meeting to Follow the 5:30 PM CRA* *Request to Table Items 7E, 11A &11B ***
Addition of Item 7L

1. Meeting Called to Order

   A Regular Meeting of the CITY COUNCIL of the City of Port St. Lucie was called to order by Vice Mayor Caraballo on June 23, 2025, at 6:11 p.m., at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. Roll Call

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

   Council Members Not Present:
   Mayor Shannon Martin

3. Invocation & Pledge of Allegiance

   Vice Mayor Caraballo led the assembly in the Pledge of Allegiance.

4. Proclamations and Special Presentations

   4.a Announcement of Enrique Rosario as the Winner of the Boys & Girls Clubs of St. Lucie County 2025 Youth of the Year. **2025-432**

   (Clerk's Note: A PowerPoint presentation was shown at this time.) William Armstead, St. Lucie County Boys & Girls Club CEO, provided an introduction and presented on the impact of the club, and he introduced

the winner of the Youth of the Year. Enrique Rosario delivered a speech to the Council, and the Council provided positive sentiments.

5. Public to be Heard

Resident Michael Taylor spoke on the recent incident regarding the Elkcam Waterway and an incident at the Juneteenth event at the MidFlorida Civic Center.

Resident Stephanie White spoke on the incident at the Elkcam Waterway and submitted questions for staff review. (Clerk's Note: The document was submitted to the City Clerk and entered into the record.)

Resident Marcia Gillings spoke on the incident at the Elkcam Waterway.

A brief discussion was then held on the decorum for the business portion of the City Council meeting.

A recess was called at 6:37 p.m., and the meeting convened at 6:40 p.m.

Resident Jasmine Ambersley spoke on the incident at the Elkcam Waterway and swale conditions.

Resident Lee Sherman spoke on an issue with a roofing company and requested the City’s help.

Resident Robert Cardenas spoke on the incident at the Elkcam Waterway.

Vice Mayor Caraballo closed Public to be Heard and City Manager Merejo spoke on the waterway. He provided a history of what the City has done to keep the waterways clean, and assured residents that they would investigate this issue. Colt Schwerdt, Public Works Director, spoke to residents and stated that they were investigating this issue after being notified on Friday.

Councilman Pickett inquired if anything had been put in the water to create the film that residents described from traveling and contaminating other water, to which Mr. Schwerdt responded in the negative and stated that they would double-check to see if there was anything they could use.

Vice Mayor Caraballo inquired as to how long the City had been working with the contractor, to which Mr. Schwerdt replied two to three decades. Vice Mayor Caraballo then expressed concern for the incident and stated that this was unacceptable and needed to be investigated. She requested that all of Ms. White’s questions be answered, and she wanted to hear from the company about the steps that would be taken moving forward to ensure that this was not an issue, and when the contract was up for renewal. Vice Mayor Caraballo also

requested for the City Manager to reach out about the roofing issue, and Councilman Pickett advised of a center at the DMV that may help with the roofing issue. Councilman Bonna expressed that he had the same inquiries regarding the Elkcam incident. Vice Mayor Caraballo stated that Ms. Ambersley's swale inquiries and Mr. Taylor's Juneteenth inquiries would be addressed.

6. Additions or Deletions to Agenda and Approval of Agenda

There being no discussion, Councilman Bonna moved to approve the Agenda with items 7.e, 11.a, and 11.b being tabled and item 7.l being added. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

7. Approval of Consent Agenda

7.a Approval of the May 7, 2025 Strategic Planning Session (Day 1), May 8, 2025 Strategic Planning Session (Day 2), and May 27, 2025 Regular City Council Meeting Minutes **2025-602**

Councilwoman Morgan moved to approve the Consent Agenda. Councilman Bonna seconded the motion. The motion passed unanimosuly by voice vote.

7.b Approval to Participate in the Sourcewell Cooperative Contract #RFP-121024 for Facility Security Systems. **2025-434**

Councilwoman Morgan moved to approve the Consent Agenda. Councilman Bonna seconded the motion. The motion passed unanimosuly by voice vote.

7.c Approve a Partnership Agreement for Small Business Owner Mentorship between the City of Port St. Lucie and Florida Institute of Technology's weVENTURE Women's Business Center Program. **2025-492**

Councilwoman Morgan moved to approve the Consent Agenda. Councilman Bonna seconded the motion. The motion passed unanimosuly by voice vote.

7.d Award Contract #20250085 for the Drainage Improvements at the Saints Golf Course. **2025-522**

Councilwoman Morgan moved to approve the Consent Agenda. Councilman Bonna seconded the motion. The motion passed unanimosuly by voice vote.

7.e Approve 2025 Keep America Beautiful Cigarette Litter Prevention & Recycling Grant Agreement for $5,000 **2025-593**

(Clerk's Note: This item was tabled during item 6.)

7.f Approve Amendment #4 to Contract #20160120 for the **2025-482**

Supply of Zinc-Orthophosphate for the Water Treatment Facilities with Amaya Solutions, Inc. f/k/a American Water Chemicals, Inc. d/b/a American Water Chemicals

Councilwoman Morgan moved to approve the Consent Agenda. Councilman Bonna seconded the motion. The motion passed unanimosuly by voice vote.

7.g Approve Sole Source Contract #20250112 Water Treatment Equipment & Controls for Utilities with Water Treatment & Controls Technology, Inc. **2025-589**

Councilwoman Morgan moved to approve the Consent Agenda. Councilman Bonna seconded the motion. The motion passed unanimosuly by voice vote.

7.h Award Contract #20250062 for the Replacement & Automation of Four (4) Water Control Structures. **2025-583**

Councilwoman Morgan moved to approve the Consent Agenda. Councilman Bonna seconded the motion. The motion passed unanimosuly by voice vote.

7.i Approve Amendment #2 to Contract #20240173 for the Construction of Whitmore Baffle Box. **2025-566**

Councilwoman Morgan moved to approve the Consent Agenda. Councilman Bonna seconded the motion. The motion passed unanimosuly by voice vote.

7.j Approve a Grant Agreement between the City of Port St. Lucie and the Trust for Public Land for the Purpose of Supporting Resident Engagement in Neighborhood Green Space **2025-585**

Councilwoman Morgan moved to approve the Consent Agenda. Councilman Bonna seconded the motion. The motion passed unanimosuly by voice vote.

7.k Approve Contract 20250012 for Sole Source - All Wheel Adaptive BMX Racetrack-Tradition Regional Park. **2025-588**

Councilwoman Morgan moved to approve the Consent Agenda. Councilman Bonna seconded the motion. The motion passed unanimosuly by voice vote.

7.l Approve the Retention of Legal Counsel for ACR Litigation **2025-605**

Councilwoman Morgan moved to approve the Consent Agenda. Councilman Bonna seconded the motion. The motion passed unanimosuly

by voice vote.

Approval of the Consent Agenda

There being no discussion, Councilwoman Morgan moved to approve the Consent Agenda. Councilman Bonna seconded the motion, which passed unanimously by voice vote.

8. Second Reading of Ordinances

8.a Ordinance 25-35, Authorizing the Conveyance of a Drainage Easement in Favor of LTC Ranch West Residential Community Development District **2025-493**

The City Clerk read Ordinance 25-35 aloud by title only.

There being no discussion, Councilman Pickett moved to approve Ordinance 25-35. Councilman Bonna seconded the motion, which passed unanimously by voice vote.

9. Other Public Hearings

9.a Public Hearing, Approve the City of Port St. Lucie's Community Development Block Grant (CDBG) Draft Annual Action Plan (AAP) for the Program Year 2025-26. **2025-433**

Alessandra Tasca, Neighborhood Services Deputy Director, stated that a final draft had been prepared and they were seeking approval so that they could officially open the 30-day public comment period and then submit it to HUD.

Vice Mayor Caraballo opened the Public Hearing. There being no one, she closed the Public Hearing. Councilwoman Morgan moved to approve the City of Port St. Lucie's Community Development Block Grant (CDBG) Draft Annual Action Plan (AAP) for the Program Year 2025-26. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

10. First Reading of Ordinances, Public Hearing

10.a Ordinance 25-36, Public Hearing, Authorizing the Conveyance of an Easement to Florida Power and Light Company for City Owned Property (Police Training Facility) Located at 184 SW Thanksgiving Ave. **2025-559**

The City Clerk read Ordinance 25-36 aloud by title only.

Vice Mayor Caraballo opened the Public Hearing. There being no one, she closed the Public Hearing. There being no discussion, Councilwoman Morgan moved to approve Ordinance 25-36. Councilman Pickett seconded

the motion, which passed unanimously by voice vote.

10.b Ordinance 25-37, Public Hearing, an Ordinance Amending Title XV, Land Usage, Chapter 155, Sign Code, to Provide Clarifications on Sign Code Regulations and Exemptions and Allow for an Additional Freestanding Sign for Larger Developments. **2025-565**

The City Clerk read Ordinance 25-37 aloud by title only.

(Clerk's Note: Planner Bethany Grubbs presented on behalf of Planner Daniel Robinson.)

(Clerk's Note: A PowerPoint presentation was shown at this time.) Bethany Grubbs, Planner, presented to the Council and stated that the amendment was to provide clarifications on exemptions, correct a scrivener's error, and provide additional freestanding signs for larger developments.

Vice Mayor Caraballo opened the Public Hearing. There being no one, she closed the Public Hearing. There being no discussion, Councilman Pickett moved to approve Ordinance 25-37. Councilwoman Morgan seconded the motion, which passed unanimously by voice vote.

The City Attorney then advised of the Quasi-Judicial rules and the City Clerk swore in applicants for the Quasi-Judicial Hearings.

10.c Ordinance 25-38, Quasi-Judicial, Public Hearing, an Ordinance Approving the 4th Amendment of the Planned Unit Development Document for Gatlin Plaza, Located South of SW Gatlin Boulevard and East of I-95 (P23-159). **2025-609**

Vice Mayor Caraballo inquired if there were any ex-parte communications, to which the Council responded in the affirmative.

The City Clerk read Ordinance 25-38 aloud by title only.

(Clerk's Note: A PowerPoint presentation was shown at this time.) Francis Forman, Planner, stated that he was sworn in and that the file was submitted to the City Clerk's Office 5 days prior to the meeting and requested that it be entered into the record. He noted that an updated presentation had been provided which corrected verbiage. He presented to the Council and stated that the request was for a 4th amendment to the Gatlin Plaza Planned Unit Development (PUD) to revise the PUD document to add additional building square footage and create conservation, stormwater, and future development tracks. He discussed the proposed amendment, exhibited an aerial map and surrounding uses,

and provided a background of the project. He also discussed the land use & zoning code consistency, transportation consistency, and new traffic conditions.

Councilwoman Morgan expressed that she did not have an issue with the condition, but she had an issue with putting it in last minute. The City Clerk then swore in John Cohen via Zoom.

Dennis Murphy, Culpepper & Terpening, stated that they were good with what was discussed over the last couple of days, but expressed that they needed to work on verbiage, and Mr. Cohen briefly addressed the Council.

Vice Mayor Caraballo opened the Public Hearing. There being no one, she closed the Public Hearing. There being no discussion, Councilwoman Morgan moved to approve Ordinance 25-38 with the condition that it be added under Exhibit 6, Section 4.D of the Gatlin Plaza PUD prior to the second reading of the Ordinance. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

11. Resolutions

11.a Resolution 25-R12, Quasi-Judicial, Public Hearing, a Resolution, Amending and Restating the Development Order for the Tradition Development of Regional Impact and Constituting this Resolution as a Development Order by the City of Port St. Lucie in Compliance with Law (P22-093). **2025-387**

(Clerk's Note: This item was tabled during item 6.)

11.b Resolution 25-R30, Quasi-Judicial, Public Hearing, a Resolution Granting a Special Exception Use to Allow a K-8 Private School in the Commercial General (CG) Zoning District Per Section 158.124(C)(8) of the Code of Ordinances for a Project Known as Dalton Learning Academy (P25-041); Providing for Conflicts; Providing for Severability; and Providing an Effective Date. **2025-552**

(Clerk's Note: This item was tabled during item 6.)

11.c Resolution 25-R35, a Resolution of the City Council of the City of Port St. Lucie Approving an Economic Development Impact Fee Mitigation Agreement for Four Port St. Lucie, LLC, a Delaware Limited Liability Company, and Authorizing the City Manager or His Designee to Execute an Impact Fee Mitigation Agreement by and Among the City of Port St. **2025-232**

Lucie and Four Port St. Lucie, LLC; Providing for Severability; and Providing an Effective Date.

The City Clerk read Resolution 25-R35 aloud by title only.

(Clerk's Note: CRA Jennifer Davis presented on behalf of Economic Development Administrator Elijah Wooten.)

(Clerk's Note: A PowerPoint presentation was shown at this time.) Jennifer Davis, CRA, presented to the Council and discussed the project location, project overview, executive summary, economic impact, and Impact Fee & Mobility Fee mitigation.

There being no discussion, Councilman Bonna moved to approve Resolution 25-R35. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

12. Unfinished Business

There was nothing to be heard under this item.

13. New Business

13.a Approval of the Conceptual Design for the NW Bayshore Boulevard Corridor Improvements Project from Prima Vista Blvd to NW Selvitz Rd as Identified in the Mobility Plan **2025-591**

(Clerk's Note: A PowerPoint presentation was shown at this time.) Everett Tourjee, Public Works, presented to the Council and provided an introduction for the project. Dan Burns, Scalar Consulting Group, provided an overview of the project and discussed the scope of work, goals, and major tasks. Shaun MacKenzie, MacKenzie Engineering & Planning, discussed the traffic evaluation, safety evaluation, traffic level of service, no-build scenario, 3-lane scenario, 4-lane scenario, and volume vs. capacity summary. Mr. Burns concluded the presentation with discussion on the 3 different lane alternatives and stated that Option 1 (4-lane) was recommended.

Councilman Pickett expressed approval of the 4-lane option, and Councilwoman Morgan stated that she attended the public meeting and none of the residents had liked the 4-lanes as they preferred 2-lanes. She stated that she had not received a follow-up to her round-about inquiries, and she asked if the residents were sent these findings, to which Mr. Tourjee replied that their intent was to present the findings along with the Council's decision once made. Councilwoman Morgan expressed concerns with options 1 and 2 and stated that she was not in favor of them, and was in favor of option 3. Councilman Bonna expressed favor for option

1, and a further discussion was held on traffic volume and safety. Vice Mayor Caraballo stated that she was in favor of option 1 and expressed concern about the cost and issues of potentially doing this in the future instead of now. She stated that the proposed Floresta round-about should be closely looked at, that she wished to work with Councilwoman Morgan on further traffic calming, and that beautification needed to be done. The Council and applicants then briefly discussed purchasing property and bike lane safety.

There being no further discussion, Councilman Bonna moved to approve Option 1. Councilman Pickett seconded the motion, which passed by voice vote with Vice Mayor Caraballo, Councilman Pickett, and Councilman Bonna in favor and Councilwoman Morgan opposed.

14. City Manager's Report

City Manager Merejo spoke on the BMX Park, noting that it was estimated to be completed by the end of the year and operational by the first quarter of 2026.

15. Councilmembers Report on Committee Assignments

Councilwoman Morgan – She did not have a report, and she announced that the city was awarded a $25,000 grant for green spaces.

Councilman Pickett – He attended the Juneteenth celebrations and he discussed Freedomfest.

Councilman Bonna – He attended the Juneteenth events, Homeless Advisory Committee, and Treasure Coast Regional Planning Council. He informed of the wedding ceremonies performed at The Heart.

Vice Mayor Caraballo – She did not have a report, and she announced participation in the National Civics League 2025 All-American Cities Award.

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

There was nothing heard under this item.

17. Adjourn

There being no further business, the meeting was adjourned at 8:00 p.m.

_____
Sally Walsh, City Clerk

_____
Jasmin De Freese, Deputy City Clerk

Agenda Summary

2025-681

Agenda Date: 7/28/2025 **Agenda Item No.:** 7.b

Placement: Consent Agenda

Action Requested: Motion / Vote

Authorize the City Manager to Enter into and Execute Florida Department of Environmental Protection (FDEP) Amendment No. 2 to Grant Agreement No. 22SRP 12 to Benefit Water Quality.

Submitted By: John Dunton, Deputy Director Public Works

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

Summary Brief (Agreements/Contracts only)

1. Prepared by: Florida Department of Environmental Protection (FDEP).
2. Parties: City of Port St. Lucie and FDEP.
3. Purpose: To extend the expiration date to December 31, 2026.
4. New/Renewal/Modified: Modified.
5. Duration: The amended agreement for reimbursement on work being performed on or after the date of execution has been revised and extended through December 31, 2026.
6. Benefits to Port St. Lucie: Enhanced water quality and Public Safety.
7. Cost to Port St. Lucie (Annual and Potential): The Agreement requires at least a 50% match on the part of the City. Therefore, the City is responsible for providing $2,000,000 through cash or third party in-kind towards the project funded under this Agreement.

Presentation Information: N/A.

Staff Recommendation: Move that the Council authorize the City Manager or his designee to enter and execute Amendment 2 to Grant Agreement 22SRP12 and any future amendments to same, so long as such amendments do not create additional obligations on the part of the City.

Alternate Recommendations:

1. Move that the Council not approve the City Manager or his designee to execute Amendment 2 to Grant Agreement 22SRP12 and provide staff direction.

Background: The City of Port St. Lucie was awarded a grant from the State of Florida Department of Environmental Protection totaling $2,000,000 with a Grantee match of $2,000,000 for a total amount of funding, plus grantee match, of $4,000,000. The funds will be utilized for retainage of CEI to oversee the design/build construction of critical structure improvements, including the replacement of three existing

water control structures, upgrading culverts and risers, replacing gates, ancillary grading, installing fiber optic connections to SCADA for Watersheds A and B in Port St. Lucie.

Issues/Analysis: A project scope and schedule are detailed in Amendment No. 2 to Grant Agreement 22SRP12.

Financial Information: Proposed is the City to match the $2,000,000 using an ARPA grant match in the amount of $1,058,691 and the remaining balance of $941,309 to come from the General Fund.

Special Consideration: These improvements will allow the City to remotely observe and operate critical facilities within the largest stormwater basin of the City. Additionally, they can also be programmed to operate automatically in times of emergency such as before and after hurricane events.

Location of Project: Locations are identified in Amendment No. 2 to Grant Agreement 22SRP12.

Attachments:

1. FDEP Grant 22SRP12 - Water Control Structure Upgrades in Watersheds A and B
2. Exhibit A - Amendment No. I to Grant Agreement 22SRP12
3. Exhibit B - Amendment No. 2 to Grant Agreement 22SRP12

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: 25105-09

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Water Control Structure Upgrades in Watersheds A and B of Port St. Lucie**
Agreement Number: **22SRP12**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Port St. Lucie** Entity Type: **Local Government**

Grantee Address: **121 S.W. Port St. Lucie Blvd, Port St. Lucie, Florida 34984** FEID: **59-6141662** (Grantee)

3. Agreement Begin Date: **7/1/2022**
Date of Expiration: **6/30/2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **St. Lucie County**

Project Description: **The Project will complete the design and construction of critical control structure improvements, including upgrading culverts and risers, replacing gates, ancillary grading, and installing fiber optic connections.**

5. Total Amount of Funding: **$ 2,000,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐ Federal	**FY21-22 GAA Line #1775A**	$ **2,000,000.00**
☐ State ☐ Federal		$
☒ Grantee Match		$ **2,000,000.00**
	Total Amount of Funding + Grantee Match, if any:	$ **4,000,000.00**

6. Department's Grant Manager
Name: **Deneka Smith** or successor
Address: **Resilient Florida Program**, **2600 Blair Stone Road, MS235**, **Tallahassee, Florida 32399**
Phone: **850-245-2171**
Email: **Deneka.Smith@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Amy Eason** or successor
Address: **City of Port St. Lucie**, **121 SW Port St. Lucie Blvd**, **Port St. Lucie, Florida 34984**
Phone: **772-344-4158**
Email: **aeason@cityofpsl.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Port St. Lucie **GRANTEE**

By _____
(*Authorized Signature)* Date Signed

Jesus Merejo, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, Deneka Smith

_____

DEP QC Reviewer, Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22SRP12

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Water Control Structure Upgrades in Watersheds A and B of Port St. Lucie. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $2,000,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its

Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22SRP12

ATTACHMENT 3

PROJECT TITLE: Water Control Structure Upgrades in Watersheds A and B of Port St. Lucie

PROJECT LOCATION: The Project is located in the City of Port St. Lucie within St. Lucie County, Florida.

PROJECT DESCRIPTION:
The City of Port St. Lucie (Grantee) will complete the Water Control Structure Upgrades in Watersheds A and B of Port St. Lucie (Project). The Project will include the design and construction of critical control structure improvements, including upgrading culverts and risers, replacing gates, ancillary grading, and installing fiber optic connections.

TASKS AND DELIVERABLES:

Task 1: Match Contribution: Bidding and Contractor Selection

Description: The Grantee will conduct Bidding and Contractor Selection to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will submit the following: 1) documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7; 2) the public notice of advertisement for the bid; 3) the bid package; and 4) a written notice of the selected contractor(s).

Task 2: Match Contribution: Design and Permitting

Description: The Grantee will conduct Design and Permitting to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will submit the following: 1) documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7; 2) all final design documents as signed by a Florida-registered Professional Engineer; and 3) copy of final permit documents from all appropriate local, state, and federal regulatory agencies.

Task 3: Match Contribution: Project Management

Description: The Grantee will conduct Project Management to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will submit the following: 1) documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7; and 2) project management reports

signed by a Florida-registered Professional Engineer, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.

Task 4: Construction

Description: The Grantee will construct B-8, B-9, A-4, A-15, A-16, A-17, and A-18 control structures and the fiber optic facilities and perform ancillary grading and upgrades to serve those structures in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, material testing, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will submit: 1) a copy of the final design and record (as-built) drawings; 2) list of permit type, number, and issuing entity for all local, state, and federal permits required for the Project; 3) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 4) a signed Engineer's Certification of Payment Request; and 5) when construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within ten (10) working days. Upon written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with the payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quartly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Match Contribution: Bidding and Contractor Selection	Contractual Services	$0	$69,565	$69,565	7/1/2021	3/31/2025
2	Match Contribution: Design and Permitting	Contractual Services	$0	$173,913	$173,913	7/1/2021	3/31/2025
3	Match Contribution: Project Management	Contractual Services	$0	$278,261	$278,261	7/1/2021	3/31/2025
4	Construction	Contractual Services	$2,000,000	$1,478,261	$3,478,261	7/1/2022	3/31/2025
		Total:	**$2,000,000**	**$2,000,000**	**$4,000,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 22.23	37.098	Resilient Florida Programs	2,000,000	140065
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,000,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 22SRP12

WATER CONTROL STRUCTURE UPGRADES IN WATERSHEDS A AND B OF PORT ST. LUCIE

City of Port St. Lucie

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A) as a result of the project; and 3) final project photos.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22SRP12

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22SRP12

Project Title: Water Control Structure Upgrades in Watersheds A and B of Port St. Lucie

Grantee: City of Port St. Lucie

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

AMENDMENT NO. 1
TO AGREEMENT NO. 22SRP12
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF PORT ST. LUCIE

This Amendment to Agreement No. 22SRP12 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Port St. Lucie (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Port St. Lucie Water Control Structure Upgrades in Watersheds A and B (Project), effective January 5, 2024; and,

WHEREAS, the Grantee has requested an update to the scope of work in Attachment 3, Grant Work Plan in the Agreement as set forth herein; and,

WHEREAS, the Department has requested an update to the Project Title shall hereinafter change from, "City of Port St. Lucie Water Control Structure Upgrades in Watersheds A and B" to "City of Port St. Lucie Water Control Structure Upgrades in Watershed A" with regards to any and all past, current, and future Project documents and communications directly concerning Agreement Number 22SRP12; and,

WHEREAS, the parties have agreed to revise the Task 3.2 deliverable language to the Agreement as set forth herein; and,

WHEREAS, the Department has requested an update to the Payment Request Schedule in Attachment 3, Grant Work Plan; and

WHEREAS, the Department has requested an update to Attachment 1, Attachment 3, Attachment 6, and Exhibit H following updates from the Office of the General Counsel; and,

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

2. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

3. Attachment 6, Program Specific Requirements is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6, shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

4. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF PORT ST. LUCIE	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: _____ Authorized Representative or Designee	By: _____ Secretary or Designee
Jesus Merejo, City Manager Print Name and Title	Alex Reed, Director Print Name and Title
Date: _____	Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (13 pages)
Attachment	3-A	Revised Grant Work Plan (3 pages)
Attachment	6-A	Revised Program Specific Requirements (2 pages)
Exhibit	H-1	Revised Contractual Services Certification (1 page)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/ Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 22SRP12

ATTACHMENT 3-A

PROJECT TITLE: City of Port St. Lucie Water Control Structure Upgrades in Watershed A

PROJECT LOCATION: The Project is located in the City of Port St. Lucie within St. Lucie County, Florida.

PROJECT DESCRIPTION:
The City of Port St. Lucie (Grantee) will complete the City of Port St. Lucie Water Control Structure Upgrades in Watershed A (Project). The Project will include the design and construction of critical control structure improvements, including upgrading culverts and risers, replacing gates, ancillary grading, and installing fiber optic connections.

TASKS AND DELIVERABLES:

Task 1: Match Contribution: Bidding and Contractor Selection

Description: The Grantee will conduct Bidding and Contractor Selection to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will provide the following:
- **1.1:** Documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7;
- **1.2:** The public notice of advertisement for the bid;
- **1.3:** The bid package; and
- **1.4:** A written notice of the selected contractor(s).

Task 2: Match Contribution: Design and Permitting

Description: The Grantee will conduct Design and Permitting to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will provide the following:
- **2.1:** Documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7;
- **2.2:** All final design documents as signed by a Florida-registered Professional Engineer; and
- **2.3:** Copy of final permit documents from all appropriate local, state, and federal regulatory agencies.

Task 3: Match Contribution: Project Management

Description: The Grantee will conduct Project Management to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will provide the following:

- **3.1:** Documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7; and
- **3.2:** Project management reports signed by a Florida-registered Professional Engineer, or other authorized representative in responsible charge of the Project, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.

Task 4: Construction

Description: The Grantee will construct A-16, A-17, and A-18 control structures and the fiber optic facilities and perform canal maintenance and upgrades to serve those structures in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, material testing, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will provide the following:

- **4.1:** A copy of the final design and record (as-built) drawings;
- **4.2:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **4.3:** A signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request;
- **4.4:** A signed Engineer's Certification of Payment Request; and
- **4.5:** When construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Match Contribution: Bidding and Contractor Selection	Contractual Services	$0	$69,565	$69,565	7/1/2021	6/30/2025
2	Match Contribution: Design and Permitting	Contractual Services	$0	$173,913	$173,913	7/1/2021	6/30/2025
3	Match Contribution: Project Management	Contractual Services	$0	$278,261	$278,261	7/1/2021	6/30/2025
4	Construction	Contractual Services	$2,000,000	$1,478,261	$3,478,261	7/1/2022	6/30/2025
		Total:	**$2,000,000**	**$2,000,000**	**$4,000,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22SRP12

Project Title: City of Port St. Lucie Water Control Structure Upgrades in Watershed A

Grantee: City of Port St. Lucie

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

AMENDMENT NO. 2
TO AGREEMENT NO. 22SRP12
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF PORT ST. LUCIE

This Amendment to Agreement No. 22SRP12 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Port St. Lucie (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Port St. Lucie Water Control Structure Upgrades in Watershed A (Project), effective January 5, 2024; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to staffing changes and internal delays; and,

WHEREAS, the Department has requested an update to Performance Measures, Consequences for Non-Performance, and Payment Request Schedule in Attachment 3, Grant Work Plan; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, and Exhibit A, and Exhibit H following updates from the Office of the General Counsel or Resilient Florida Program.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Attachment 1-A, Revised Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-B, Second Revised Standard Terms and Conditions. All references in the Agreement to Attachment 1-A shall hereinafter refer to Attachment 1-B, Second Revised Standard Terms and Conditions.

3. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Standard Terms and Conditions. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

4. Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.

5. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

6. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

7. Attachment 6-A, Revised Program Specific Requirements is hereby deleted in its entirety and replaced with Attachment 6-B, Second Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6-A, shall hereinafter refer to Attachment 6-B, Second Revised Program Specific Requirements.

8. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.

9. Exhibit H-1, Revised Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-2, Revised Contractual Services Certification, as attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H-1, shall hereinafter refer to Exhibit H-2, Revised Contractual Services Certification.

10. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF PORT ST. LUCIE

By: _____
Authorized Representative or Designee

Jesus Merejo, City Manager
Print Name and Title

Date: _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Alex Reed, Director
Print Name and Title

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-B	Second Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (3 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (7 pages)
Attachment	6-B	Second Revised Program Specific Requirements (3 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	H-2	Second Revised Contractual Services Certification (1 page)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-B

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 22SRP12

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Port St. Lucie Water Control Structure Upgrades in Watershed A. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $2,000,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 22SRP12

ATTACHMENT 3-B

PROJECT TITLE: City of Port St. Lucie Water Control Structure Upgrades in Watershed A

PROJECT LOCATION: The Project is located the City of Port St. Lucie within St. Lucie County, Florida.

PROJECT DESCRIPTION:
The City of Port St. Lucie (Grantee) will complete the City of Port St. Lucie Water Control Structure Upgrades in Watershed A (Project). The Project will include the design and construction of critical control structure improvements, including upgrading culverts and risers, replacing gates, ancillary grading, and installing fiber optic connections.

TASKS AND DELIVERABLES:

Task 1: Match Contribution: Bidding and Contractor Selection

Description: The Grantee will conduct Bidding and Contractor Selection to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will provide the following:
- **1.1:** Documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7;
- **1.2:** The public notice of advertisement for the bid;
- **1.3:** The bid package; and
- **1.4:** A written notice of the selected contractor(s).

Task 2: Match Contribution: Design and Permitting

Description: The Grantee will conduct Design and Permitting to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will provide the following:
- **2.1:** Documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7;
- **2.2:** All final design documents as signed by a Florida-registered Professional Engineer; and
- **2.3:** Copy of final permit documents from all appropriate local, state, and federal regulatory agencies.

Task 3: Match Contribution: Project Management

Description: The Grantee will conduct Project Management to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will provide the following:

- **3.1:** Documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7; and
- **3.2:** Project management reports signed by a Florida-registered Professional Engineer, or other authorized representative in responsible charge of the Project, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.

Task 4: Construction

Description: The Grantee will construct A-16, A-17, and A-18 control structures and the fiber optic facilities and perform canal maintenance and upgrades to serve those structures in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, material testing, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will provide the following:

- **4.1:** A copy of the record (as-built) drawings;
- **4.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project; and
- **4.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the

Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Match Contribution: Bidding and Contractor Selection	Contractual Services	$0	$69,565	$69,565	7/1/2022	9/30/2026
2	Match Contribution: Design and Permitting	Contractual Services	$0	$173,913	$173,913	7/1/2022	9/30/2026
3	Match Contribution: Project Management	Contractual Services	$0	$278,261	$278,261	7/1/2022	9/30/2026
4	Construction	Contractual Services	$2,000,000	$1,478,261	$3,478,261	7/1/2022	9/30/2026
		Total:	**$2,000,000**	**$2,000,000**	**$4,000,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 22.23	37.098	Resilient Florida Programs	2,000,000.00	140065
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,000,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-B

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
SECOND REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-2

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22SRP12

Project Title: City of Port St. Lucie Water Control Structure Upgrades in Watershed Λ

Grantee: City of Port St. Lucie

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

Agenda Summary

2025-661

Agenda Date: 7/28/2025 **Agenda Item No.:** 7.c

Placement: Consent Agenda

Action Requested: Motion / Vote

Ratify Amendment #5 and Approve Amendment #6 to Contract #20230117 for CEI & GEO Services for the Port St. Lucie Blvd. Segment 3 Project.

Submitted By: Robyn Holder, CPPB, Procurement Management Division (PMD).

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

Summary Brief (Agreements/Contracts only)

1. Prepared by: Robyn Holder, CPPB (PMD).
2. Parties: City of Port St. Lucie and Johnson, Mirmiran & Thompson, Inc. ("JMT").
3. Purpose: To provide an increase in funding and time for the CEI & GEO Services to align contract funding & time with the anticipated total contract time for the construction.
4. New/Renewal/Modified: Modified.
5. Duration: An additional 49 calendar days for a new end date of September 18, 2025.
6. Benefits to Port St. Lucie: The Port St. Lucie Blvd. Segment 3 Project will provide additional intersection capacity, accessible multi-use pathways, pedestrian lighting, underground drainage, and upgraded water and sanitary facilities.
7. Cost to Port St. Lucie (Annual and Potential): An additional $170,736.00 for a new Contract amount of $1,539,485.00.

Presentation Information: N/A.

Staff Recommendation: Move that the Council ratify Amendment #5 and approve Amendment #6 to Contract #20230117 for the CEI & GEO Services for the Port St. Lucie Blvd. Segment 3 Project with Johnson, Mirmiran & Thompson, Inc.

Alternate Recommendations:

1. Move that the Council amend the recommendation and ratify Amendment #5 and approve Amendment #6 to Contract #20230117.
2. Move that the Council not ratify Amendment #5 nor approve Amendment #6 to Contract #20230117 and provide staff with direction.

Background: On September 12, 2023, the City of Port St. Lucie executed a contract with JMT for CEI & GEO Services for the above referenced project. The contract commenced on September 12, 2023, and originally terminated 200 calendar days thereafter on March 30, 2024. The original contract amount was $659,656.00.

- Amendment #1 was executed on March 5, 2024, which extended the contract term only through August 31, 2024.
- Amendment #2 was executed on June 25, 2024, which increased the contract value by $442,564.50 and extended the contract time through December 9, 2024.
- Amendment #3 was executed on December 19, 2024, which extended the contract time only through May 2, 2025.
- Amendment #4 was executed on January 13,2025, which increased the contract value by $266,528.50.
- Amendment #5 was executed on April 28, 2025, which extended the contract time only through July 31, 2025.
- Amendment #6 provides for a conservative estimate for the project's construction to be completed by July 31, 2025, with the CEI & GEO Services completing 49 days thereafter on September 18, 2025. This results in an additional 49 days and an additional $170,736.00 required for project close-out.

Issues/Analysis: Council most recently approved Amendment #4, and Amendment #5 was for time only, which did not require Council approval pursuant to City Code of Ordinances, Section 35.09. Since Amendment #6 requires Council approval under Section 35.09(b), staff is requesting Council ratify Amendment #5 and approve Amendment #6. Staff has reviewed the Amendment and find it to be fair and reasonable.

Financial Information: Funds are appropriated in Road & Bridge CIP Fund / Traffic / Improvements O/T Building / SW PSL Blvd. Reconstruction (#304-4121-563000-Y1717).

Special Consideration: The Florida Department of Transportation (FDOT) has provided concurrence for this Amendment.

Location of Project: SW Port St. Lucie Blvd. west of Gatlin Blvd.

Attachments:

1. Amendment #6 - signed.
2. Amendment #5.
3. Amendment #4.
4. Amendment #3.
5. Amendment #2.
6. Amendment #1.
7. Original Contract.

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

Internal Reference Number: 25183-02.

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

CONTRACT
AMENDMENT #6

This Amendment #6 ("Amendment #6") for the CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction Project under Contract #20230117 ("the Contract"), by and between the City and Johnson, Mirmiran & Thompson, Inc., ("Consultant"), shall be effective as of the date this Amendment #6 is fully executed.

Consultant's Full Legal Name:	Johnson, Mirmiran & Thompson, Inc.
Solicitation No./Event ID:	20230117
Solicitation Title/Event Name:	CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction Project
Contract Award Date:	9/11/2023
Initial Contract Term:	9/12/2023 through 3/30/2024
Current Contract Expiration Date:	7/31/2025
Requested Contract Expiration Date:	9/18/2025
Initial Contract Amount:	$659,656.00
Current Contract Amended Amount:	$1,368,749.00
Requested Financial Change Amount:	$170,736.00
New Contract Amount:	$1,539,485.00
Amendment No.:	6
Amendment Type:	**Increase of Commodities**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that Contract.

This Amendment #6 is for the items outlined below.

1. **Contract Extension**. A conservative estimate continues to have the project's construction completed by July 31, 2025, with CEI services completing 49 calendar days later on September 18, 2025.

   Beginning Date of Amendment #6 Term: August 1, 2025.
   End Date of Amendment #6 Term: September 18, 2025.

2. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #6 Term" unless the parties agree to extend the Contract for an additional period.

3. Additional hours are needed for the construction close-out of the project. Amendment #6 provides for an additional amount of $170,736.00.

4. **SUCCESSORS AND ASSIGNS.** This Amendment #6 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #6, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #6 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment #6 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Johnson, Mirmiran & Thompson, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Steven E. Haines Vice President
Date:	07.09.2025
Company Address:	3731 Oleander Ave., Suite 108 Fort Pierce, FL 34982

CITY OF PORT ST. LUCIE

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

MEMORANDUM

DATE: April 28, 2025

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB RH
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20230117 Amendment #5
CONTRACT TITLE: CEI Services for the PSL Blvd. Segment 3 Construction Project

CONTRACTOR NAME: Johnson, Mirmiran & Thompson, Inc.
ADDRESS: 3731 Oleander Ave.
CITY & STATE: Ft. Pierce, Fl 34982

COUNCIL APPROVED: September 11, 2023 Item 7k
CONTRACT AMOUNT - $659,656.00
CONTRACT TERM: 9/12/2023 through 3/20/2024 (200 calendar days), with no option to renew.

COUNCIL APPROVED: N/A
AMENDMENT #1 AMOUNT - $0.00
CONTRACT TERM EXTENSION: New end date is 8/31/2024, with no option to renew.

COUNCIL APPROVED: 6/24/2024
AMENDMENT #2 AMOUNT - $442,564.50
CONTRACT TERM EXTENSION: New end date is 12/9/2024, with no option to renew.

COUNCIL APPROVED: N/A
AMENDMENT #3 AMOUNT - $0.00
CONTRACT TERM EXTENSION: New end date is 5/2/2025, with no option to renew.

COUNCIL APPROVED: 1/13/2025 Item 7f
AMENDMENT #4 AMOUNT - $266,528.500.00
CONTRACT TERM: End date is 5/2/2025, with no option to renew.

COUNCIL APPROVED: N/A
AMENDMENT #5 AMOUNT - $0.00
NEW CONTRACT TERM: End date is 7/31/2025, with no option to renew.

CONTRACT
AMENDMENT #5

This Amendment #5 ("Amendment #5") for the CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction Project under Contract #20230117 ("the Contract"), by and between the City and Johnson, Mirmiran & Thompson, Inc., ("Consultant"), shall be effective as of the date this Amendment #5 is fully executed.

Consultant's Full Legal Name:	Johnson, Mirmiran & Thompson, Inc.
Solicitation No./Event ID:	20230117
Solicitation Title/Event Name:	CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction Project
Contract Award Date:	9/11/2023
Initial Contract Term:	9/12/2023 through 3/30/2024
Current Contract Expiration Date:	5/2/2025
Requested Contract Expiration Date:	7/31/2025
Initial Contract Amount:	$659,656.00
Current Contract Amended Amount:	$1,368,749.00
Requested Financial Change Amount:	$0.00
New Contract Amount:	$1,368,749.00
Amendment No.:	5
Amendment Type:	**Extension**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that Contract.

This Amendment #5 is for the items outlined below.

1. **Contract Extension**. Additional time is needed to align said Contract time with the anticipated total contract time of the construction.

   Beginning Date of Amendment #5 Term: May 3, 2025.
   End Date of Amendment #5 Term: July 31, 2025.

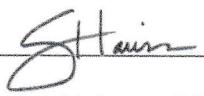
2. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #5 Term" unless the parties agree to extend the Contract for an additional period.

3. **SUCCESSORS AND ASSIGNS.** This Amendment #5 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #5, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #5 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment #5 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Johnson, Mimiran & Thompson, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Steven Haines, PE, LEED AP Vice President
Date:	04/28/2025
Company Address:	3731 Oleander Ave, Suite 108, Ft. Pierce, FL 34982

THE CITY OF PORT ST. LUCIE

Authorized Signature:	Caroline Sturgis
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	April 28, 2025
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: January 13, 2025

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB RH
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20230117 Amendment #4
CONTRACT TITLE: CEI Services for the PSL Blvd. Segment 3 Construction Project

CONTRACTOR NAME: Johnson, Mirmiran & Thompson, Inc.
ADDRESS: 3731 Oleander Ave.
CITY & STATE: Ft. Pierce, Fl 34982

COUNCIL APPROVED: September 11, 2023 Item 7k
CONTRACT AMOUNT - $659,656.00
CONTRACT TERM: 9/12/2023 through 3/20/2024 (200 calendar days), with the option no option to renew.

COUNCIL APPROVED: N/A
AMENDMENT #1 AMOUNT - $0.00
CONTRACT TERM EXTENSION: New end date is 8/31/2024, with the option no option to renew.

COUNCIL APPROVED: 6/24/2024
AMENDMENT #2 AMOUNT - $442,564.50
CONTRACT TERM EXTENSION: New end date is 12/9/2024, with the option no option to renew.

COUNCIL APPROVED: N/A
AMENDMENT #3 AMOUNT - $0.00
CONTRACT TERM EXTENSION: New end date is 5/2/2025, with the option no option to renew.

COUNCIL APPROVED: 1/13/2025 Item 7f
AMENDMENT #4 AMOUNT - $266,528.500.00
CONTRACT TERM: End date is 5/2/2025, with the option no option to renew.

PORT ST. LUCIE

CONTRACT
AMENDMENT #4

This Amendment #4 ("Amendment #4") for the CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction Project under Contract #20230117 ("the Contract"), by and between the City and Johnson, Mirmiran & Thompson, Inc., ("Consultant"), shall be effective as of the date this Amendment #4 is fully executed.

Consultant's Full Legal Name:	Johnson, Mirmiran & Thompson, Inc.
Solicitation No./Event ID:	20230117
Solicitation Title/Event Name:	CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction Project
Contract Award Date:	9/11/2023
Initial Contract Term:	9/12/2023 through 3/30/2024
Current Contract Expiration Date:	5/2/2025
Requested Contract Expiration Date:	5/2/2025 (no change)
Initial Contract Amount:	$659,656.00
Current Contract Amended Amount:	$1,102,220.50
Requested Financial Change Amount:	$266,528.50
New Contract Amount:	$1,368,749.00
Amendment No.:	4
Amendment Type:	**Terms Revision**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that Contract.

This Amendment #4 is for the items outlined below.

1. Contract Revision. Additional manhours are needed due to the fact that the Contractor on the project is behind schedule.

    - CEI Services for Construction - $266,528.50 through 5/2/2025.

2. **SUCCESSORS AND ASSIGNS.** This Amendment #4 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #4, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #4 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment #4 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Johnson, Mirmiran & Thompson, Inc.
Authorized Signature:	Steven E Haines Digitally signed by Steven E Haines Date: 2024.12.19 07:28:46 -05'00'
Printed Name and Title of Person Signing:	Steven E. Haines Vice President
Date:	12.19.24
Company Address:	3731 Oleander Ave., Suite 108, Fort Pierce, FL 34982

THE CITY OF PORT ST. LUCIE

Authorized Signature:	Caroline Sturgis
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	January 13, 2025
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: December 19, 2024

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20230117 Amendment #3
CONTRACT TITLE: CEI Services for the PSL Blvd. Segment 3 Construction Project

CONTRACTOR NAME: Johnson, Mirmiran & Thompson, Inc.
ADDRESS: 3731 Oleander Ave.
CITY & STATE: Ft. Pierce, Fl 34982

COUNCIL APPROVED: September 11, 2023 Item 7k

CONTRACT AMOUNT - $659,656.00
CONTRACT TERM: 9/12/2023 through 3/20/2024 (200 calendar days), with the option no option to renew.

COUNCIL APPROVED: N/A

AMENDMENT #1 AMOUNT - $0.00
CONTRACT TERM EXTENSION: New end date is 8/31/2024, with the option no option to renew.

COUNCIL APPROVED: 6/24/2024
AMENDMENT #2 AMOUNT - $442,564.50
CONTRACT TERM EXTENSION: New end date is 12/9/2024, with the option no option to renew.

COUNCIL APPROVED: N/A
AMENDMENT #3 AMOUNT - $0.00
CONTRACT TERM EXTENSION: New end date is 5/2/2025, with the option no option to renew.

CONTRACT
AMENDMENT #3

This Amendment #3 ("Amendment #3") for the CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction Project under Contract #20230117 ("the Contract"), by and between the City and Johnson, Mirmiran & Thompson, Inc. ("Consultant"), shall be effective as of the date this Amendment #3 is fully executed.

Consultant's Full Legal Name:	Johnson, Mirmiran & Thompson, Inc.
Solicitation No./Event ID:	20230117
Solicitation Title/Event Name:	CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction Project
Contract Award Date:	9/11/2023
Initial Contract Term:	9/12/2023 through 3/30/2024
Current Contract Expiration Date:	12/9/2024
Requested Contract Expiration Date:	5/2/2025
Initial Contract Amount:	$659,656.00
Current Contract Amended Amount:	$1,102,220.50
Requested Financial Change Amount:	$0.00
New Contract Amount:	$1,102,220.50
Amendment No.:	3
Amendment Type:	**Extension**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that Contract.

This Amendment #3 is for the items outlined below.

1. Contract Extension. The Contractor on the project is behind schedule. A conservative estimate of the project's construction completion is by 3/15/2025 and the CEI services to close out the project by 5/2/2025. The parties acknowledge the Current Contract Expiration Date has passed, but agree that the project has been continuing. Therefore, the parties agree that the Contract has been in full force and effect from the Current Contract Expiration Date, as if there were no lapse.

   Beginning Date of Amendment #3 Term: December 10, 2024.
   End Date of Amendment #3 Term: May 2, 2025.

   The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #3 Term" unless the parties agree to extend the Contract for an additional period.

2. **SUCCESSORS AND ASSIGNS.** This Amendment #3 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #3, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #3 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment #3 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Johnson, Mirmiran & Thompson, Inc.
Authorized Signature:	Steven E Haines Digitally signed by Steven E Haines Date: 2024.12.19 07:29:13 -05'00'
Printed Name and Title of Person Signing:	Steven E. Haines Vice President
Date:	12.19.24
Company Address:	3731 Oleander Ave., Suite 108, Fort Pierce, FL 34982

THE CITY OF PORT ST. LUCIE

Authorized Signature:	Caroline Sturgis
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	December 19, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: June 25, 2024

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20230117 Amendment #2
CONTRACT TITLE: CEI Services for the PSL Blvd. Segment 3 Construction Project

CONTRACTOR NAME: Johnson, Mirmiran & Thompson, Inc.
ADDRESS: 3731 Oleander Ave.
CITY & STATE: Ft. Pierce, Fl 34982

COUNCIL APPROVED: September 11, 2023 Item 7k

CONTRACT AMOUNT - $659,656.00
CONTRACT TERM: 9/12/2023 through 3/20/2024 (200 calendar days), with the option no option to renew.

COUNCIL APPROVED: N/A

AMENDMENT #1 AMOUNT - $0.00
CONTRACT TERM EXTENSION: New end date is 8/31/2024, with the option no option to renew.

COUNCIL APPROVED: 6/24/2024
AMENDMENT #2 AMOUNT - $442,564.50
CONTRACT TERM EXTENSION: New end date is 12/9/2024, with the option no option to renew.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CONTRACT
AMENDMENT #2

This Amendment #2 ("Amendment #2") for the CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction Project under Contract #20230117 ("the Contract"), by and between the City and Johnson, Mirmiran & Thompson, Inc., ("Consultant"), as defined below, shall be effective as of the date this Amendment #2 is fully executed.

Consultant's Full Legal Name:	Johnson, Mirmiran & Thompson, Inc.
Solicitation No./Event ID:	20230117
Solicitation Title/Event Name:	CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction Project
Contract Award Date:	9/11/2023
Initial Contract Term:	9/12/2023 through 3/30/2024
Current Contract Expiration Date:	8/31/2024
Requested Contract Expiration Date:	12/9/2024
Initial Contract Amount:	$659,656.00
Current Contract Amended Amount:	$659,656.00
Requested Financial Change Amount:	$442,564.50
New Contract Amount:	$1,102,220.50
Amendment No.:	2
Amendment Type:	**Terms Revision**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that Contract.

This Amendment #2 is for the items outlined below.

1. Contract Revision. Additional manhours are needed due to the fact that the Contractor on the project is behind schedule. A conservative estimate of the project's construction completion is by 10/15/2024 and the CEI services to close out the project by 12/9/2024.

   Beginning Date of Amendment #2 Term: September 1, 2024.
   End Date of Amendment #2 Term: December 9, 2024.

   The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #2 Term" unless the parties agree to extend the Contract for an additional period.

2. **SUCCESSORS AND ASSIGNS.** This Amendment #2 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #2, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #2 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Johnson, Mirmiran & Thompson, Inc.
Authorized Signature:	Steven E Haines Digitally signed by Steven E Haines Date: 2024.05.31 11:22:27 -04'00'
Printed Name and Title of Person Signing:	Steven E. Haines, PE, LEED AP Vice President
Date:	05.31.2024
Company Address:	3731 Oleander Ave., Suite 108, Fort Pierce, FL 34982

THE CITY OF PORT ST. LUCIE

Authorized Signature:	Caroline Sturgis
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	June 25, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: March 4, 2024

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20230117 Amendment #1
CONTRACT TITLE: CEI Services for the PSL Blvd. Segment 3 Construction Project

CONTRACTOR NAME: Johnson, Mirmiran & Thompson, Inc.
ADDRESS: 3731 Oleander Ave.
CITY & STATE: Ft. Pierce, Fl 34982

COUNCIL APPROVED: September 11, 2023 Item 7k

CONTRACT AMOUNT - $659,656.00
CONTRACT TERM: 9/12/2023 through 3/20/2024 (200 calendar days), with the option no option to renew.

COUNCIL APPROVED: N/A

AMENDMENT #1 AMOUNT - $0.00
CONTRACT TERM EXTENSION: New end date is 8/31/2024, with the option no option to renew.

CONTRACT AMENDMENT

This Amendment #1 ("Amendment #1") for the CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction under Contract #20230117 ("the Contract"), by and between the City and the Consultant, as defined below, shall be effective as of the date this Amendment #1 is fully executed.

Consultant's Full Legal Name:	Johnson, Mirmiran, & Thompson, Inc.
Solicitation No./Event ID:	20230117
Solicitation Title/Event Name:	CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction Project
Contract Award Date:	9/11/2023
Initial Current Contract Term:	9/12/2023 through 3/20/2024
Current Contract Expiration Date:	3/20/2024
Requested Contract Expiration Date:	8/31/2024
Initial Contract Amount:	$659,656.00
Current Contract Amended Amount:	$659,656.00
Requested Financial Change Amount:	$0.00
New Contract Amount:	$659,656.00
Amendment No.:	1
Amendment Type:	**Extension**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current

Contract Expiration Date as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in Contract # 20230117 between Johnson, Mirmiran, & Thompson, Inc. and the City of Port St. Lucie, dated September 12, 2023, are hereby incorporated and made a part of that Contract.

This Amendment #1 is for the items outlined below.

1. Contract Extension. The parties hereby agree that the contract will be extended for an additional period due to delays associated with the project construction schedule.

   Beginning Date of Amendment #1 Term: March 21, 2024.
   End Date of Amendment #1 Term: August 31, 2024.

   The parties agree the contract will expire at midnight on the date defined as the "End Date of Amendment #1 Term" unless the parties agree to extend the contract for an additional period of time.

2. **NON-EXCLUSIVITY.** Contractor acknowledges and agrees that this Contract is non-exclusive.

3. **DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.** Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

4. **COOPERATION WITH INSPECTOR GENERAL.** Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

5. **SCRUTINIZED COMPANIES.** By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and as may be amended from time to time, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor as defined by Florida law are found to have submitted a false certification or

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

6. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:
    1. Consultant must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant. Consultant must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
    2. If Consultant enters into a contract with a sub consultant, Consultant must require each and every sub consultant to provide the Consultant with an affidavit stating that the sub consultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
    3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
    4. Consultant shall immediately terminate any contract with any sub consultant if Consultant has, or develops, a good faith belief that the sub consultant has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any sub consultant of Consultant knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Consultant and order the Consultant to immediately terminate the Contract with the sub consultant.
    5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Consultant may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A consultant is liable for any additional costs incurred by the City as a result of the termination of a contract.
    6. The City, Consultant, or any sub consultant may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. Such a cause of action must be filed in accordance with the Venue provision in Section XXI of the Contract.

7. **CONSTRUCTION.** The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms

or provisions within each provision or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

8. **SUCCESSORS AND ASSIGNS.** This Amendment #1 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

9. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #1, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #1 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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IN WITNESS WHEREOF, the parties have caused this Amendment #1 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Johnson, Mirmiran & Thompson, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Steven E. Haines, Vice President
Date:	02.29.2024
Company Address:	3731 Oleander Ave., Suite 108, Ft. Pierce, FL 34982

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	03/05/2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: September 12, 2023

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20230117
CONTRACT TITLE: CEI Services for the PSL Blvd. Segment 3 Construction Project

CONTRACTOR NAME: Johnson, Mirmiran & Thompson, Inc.
ADDRESS: 3731 Oleander Ave.
CITY & STATE: Ft. Pierce, Fl 34982

COUNCIL APPROVED: September 11, 2023 Item 7k

CONTRACT AMOUNT - $659,656.00
CONTRACT TERM: 9/12/2023 through 3/20/2024 (200 calendar days), with the option no option to renew.

CITY OF PORT ST. LUCIE
CONTRACT #20230117

This Contract, executed this 12th day of September, 2023, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City," and JOHNSON, MIRMIRAN, THOMSON, INC., 3731 Oleander Avenue Suite 108, Fort Pierce, Florida 34982, hereinafter called "Engineer" or "Consultant." City and Engineer may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I
RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Engineer is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a Engineer to provide CEI and Geotech Services for the Port St. Lucie Blvd. Segment 3 Project based on the terms and subject to the conditions contained herein; and

WHEREAS, Engineer is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Engineer to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email, or fax and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract.

Consultant:

Steven E. Haines, PE
Johnson, Mirmiran, Thomson, Inc.
3731 Oleander Avenue, Suite 108
Fort Pierce, Florida 34982
Phone: 772-448-4459
Email: shaines@jmt.com

City Contract Administrator: Robyn Holder, CPPB
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4068 / FAX 772-871-7337
E-mail: rholder@cityofpsl.com

City Project Manager: Thomas Salvador
Public Works Department
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd, Bldg. B
Port St. Lucie, FL 34984
Telephone 772-871-5187
Email: tsalvador@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

This specific work that the Engineer has agreed to perform pursuant to the Proposal dated August 31, 2023 for Contract #20230117, **DCEI & Geotech Services for the Port St. Lucie Blvd. Segment 3 Project** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated herein by this reference.

SCOPE OF PROFESSIONAL SERVICES

The Engineer shall provide Construction Engineering and Inspection (CEI) and Geotechnical Services, for the Port St. Lucie Blvd. Reconstruction Project. The Project may include, but is not limited to, roadway construction, watermain and force main construction, signalization, etc.

The CEI services for Port St. Lucie Boulevard Extension shall include:

- Field observations, including daily photos and documentations for compliance
- Design modifications as needed (adjustments that can be made with field changes not requiring EOR)
- Geotechnical Services and Testing, including but not limited to: o Density Testing
  - o Concrete compressive strength testing
  - o Proctor Tests (AASHTO T180)
  - o Asphalt cores/densities
- Coordination and meetings, including progress meetings, with the contractor, City, public, utility companies, landowners and testing firms
- Review all Contractor's change orders
- Review contractor's pay estimates, pay requests, and schedules
- Review shop drawings (as needed)
- Review of test results
- Preparation of project progress reports
- Coordination of permit conditions and compliance, including preparation of all required

reporting and documents
- Provide City with copies of project records
- Respond to requests for information by the contractor and public
- Project Closeout and review of as-builts by others to ensure compliance with permitting agencies

The Engineer shall observe work performed and material used to determine if the work has been completed in accordance with the construction contract.

Deliverables

The Engineer shall prepare and submit the following:

1. Construction Completion Package containing the following:
    a. Dated final as-built schedule, time file, and daily work reports.
    b. Field survey/geotechnical verification data provided to Engineer by the contractor.
    c. Final as-built plans provided to Engineer by the contractor.
    d. Documentation of progress meetings, public informational meetings, and any other pertinent project meetings with dates and notes.
    e. Documentation of all field decisions which caused any deviation from the plans and/or specifications.
    f. Documentation of progress payments and final payment to the contractor.
    g. Copies of all RFIs and responses.
    h. Copies of all executed changes to the contract.
    i. Copies of the final inspection punch lists with dates of item resolution.
    j. Signed and sealed test results
    k. All other project records.
2. Thumb Drive containing electronic copy of all deliverables noted above in PDF format.
3. Final as-built plans in AutoCAD (2015 version or newer), PDF and hard copy formats as provided by the contractor.

CEI/GEO Services and Deliverables will be from the date of Contract execution with the City through the completion of the Contract. All previous services rendered will result in deliverables provided by others.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be September 12, 2023 and will terminate two hundred (200) calendar days thereafter on March 30, 2024. The Consultant will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of the extension of completion time due to strikes, unavailable materials, or other similar causes over which the Consultant feels it has no

control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Consultant, warrant such an extension, with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Consultant's control.

SECTION V
RENEWAL OPTION

N/A

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Consultant is on a per unit price basis listed on Schedule "A" for a total amount of **$659,656.00**. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments – Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days after submission, unless Consultant has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Consultant's valid invoice, if and only if the invoice is accompanied by adequate supporting documentation and is approved by the Project Manager is required under Section XV of the Contract.

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

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number, and partial and final release of liens.

All invoices are to be sent to: pwprojectinvoices@cityofpsl.com and the assigned Project Manager for this Contract.

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

In the event the City deems it expedient to perform work which has not been done by the Consultant as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant as required in these Specifications, all expenses thus incurred by the City, at

the City's option, will be invoiced to the Consultant and/or deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

Taxes - Consultant is responsible for all federal, state, and local taxes and other charges related to the performance of this Contract.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the Contract price and completion time shall only be modified as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties, memorialized in a signed writing, before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VIII
CONFORMANCE WITH PROPOSAL

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

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

Consultant agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, its agents, laborers, subconsultants, or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract. To that extent, Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless Contract by Consultant shall

apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subconsultants, or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION XI
INSURANCE

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

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

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

2. Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be ISO CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

   Except as to Workers' Compensation and Employers' Liability, and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20230117 CEI & Geotech Services for the Port St. Lucie Blvd. Segment 3 Project."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant 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. Business Automobile Liability Insurance: The Consultant 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 Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the City reserves the right, but is not obligated, to review and request a copy of Consultant's most recent annual report or audited

financial statement. For policies written on a "Claims-Made" basis, Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years.

6. Waiver of Subrogation: By entering into this Contract, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

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

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

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

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

SECTION XII
ACTS OF GOD

The Consultant shall be responsible for all preparation of the site for Acts of God, including but not limited to: earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind, or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the

Consultant for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Consultant, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury, or loss. In the event such actions are taken, the Consultant shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City, a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any subconsultant supplier of materials, laborer, or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV
COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at its own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultants and any subconsultants, shall comply with § 119.0701, Fla. Stat. The Consultant and any subconsultants are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat., any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Consultant agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

2. During the term of the Contract, the Consultant shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include, but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.

4. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.

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

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the City.

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

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

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

SECTION XV
INSPECTION AND CORRECTION OF DEFECTS

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

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

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

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

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

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

SECTION XVI
SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies 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 do any business with Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790.

SECTION XXVII
CONTRACT ADMINISTRATION

Amendments - The City and the Consultant agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Consultant.

Fiscal Year - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Integration of Terms - This Contract represents the entire contract between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in the Contract.

Joint Venture - Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Each party shall be deemed to be an independent consultant contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Consultant nor any of Consultant's agents, employees, subconsultants or consultants shall become or be deemed to become agents, or employees of the City. Consultant shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subconsultants, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers'

compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Notice(s) - Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

I. Within one (1) day in the case of overnight hand delivery, courier, or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
II. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Performance by Industry Standards - The Consultant represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Consultant's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

Permits, Licenses, and Certifications - The Consultant shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Consultant shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's contract, and return it with the signed Contract and insurance documents.

Use of Name or Intellectual Property - Consultant agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos, in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver - Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Consultant, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVIII
ADDITIONAL REQUIREMENTS

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

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

Contractual Relations - The Consultant is advised that nothing contained in the Contract or specifications shall create any contractual relationship between the City and any subconsultants of the Consultant.

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

SECTION XIX
ASSIGNMENT

Consultant shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XX
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

Default Event - The occurrence of any one or more of the following events shall constitute cause for the City to declare the Consultant in default of its obligations under the Contract:

I. The Consultant fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Consultant;

II. The Consultant fails to make substantial and timely progress toward performance of the Contract;

III. In the event the Consultant is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

IV. The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

V. The Consultant has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;

VI. If the City determines that the actions, or failure to act, of the Consultant, its agents, employees or subconsultants have caused, or reasonably could cause, life, health or safety to be jeopardized;

VII. The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;

VIII. The Consultant furnished any statement, representation or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default/Termination for Cause - If there is a default event caused by the Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

I. Immediately terminate the Contract without additional written notice(s); and/or

II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or

III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Consultant. Such a charge, in the City's option, may be invoiced to the Consultant and/or may be deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties or conditions contained in this Contract.

Termination for Convenience - The City may, at any time, with or without cause, or for its convenience, terminate all or a portion of the Contract upon thirty (30) days written notice to Consultant. Any such termination shall be accomplished by delivery in writing of a notice to Consultant. Following termination without cause, the Consultant shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

Termination for Non-Appropriation - The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

SECTION XXI
LAW, VENUE, AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract, arising out of this Contract, or in relation to this Contract, shall be in St. Lucie County, Florida.

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

SECTION XXII
APPROPRIATION APPROVAL

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XXIII
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Consultant agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

SECTION XXIV
CONFLICT OF INTEREST

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXV
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVI
ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Consultant shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees.

SECTION XXVII
CODE OF ETHICS

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXX
POLICY OF NON-DISCRIMINATION

Consultant shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXXI
SEVERABILITY

The parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXXII
AUDITS

The Consultant shall establish and maintain a reasonable accounting system that enables the City to readily identify the Consultant's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Consultant shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Contract kept by or under the control of the Consultant, including, but not limited to, those

kept by the Consultant, its employees, agents, assigns, successors, and subconsultants. Such records shall be made available to the City during normal business hours at the Consultant's office or place of business. The Consultant shall not impose a charge for audit or examination of the Consultant's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Consultant for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Consultant. Evidence of criminal conduct will be turned over to the proper authorities.

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

SECTION XXXIII
ORDER OF PREFERENCE

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Consultant attached hereto), the E-Bid (including any subsequent addenda and written responses to bidders' questions), and the Consultant's Response, any inconsistency or conflict shall be resolved as follows:

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

SECTION XXXIV
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes, and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXV
ENTIRE AGREEMENT

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

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

SECTION XXXVI
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Pursuant to 2 CFR 200.327 and Appendix II of 2 CFR 200, the following federal requirements and contract provisions are incorporated herein, where applicable.

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of $10,000 must address termination for cause and for convenience by the City of Port St. Lucie including the manner by which it will be affected and the basis for settlement.

The following Items (1) through (12) are "MANDATED CONDITIONS" that will be incorporated into this contract, where applicable.

(1) EQUAL OPPORTUNITY EMPLOYMENT

In accordance with 41 C.F.R. §60-1.4(b), the sub-recipient/contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) <u>COPELAND ANTI-KICKBACK ACT</u>

The Sub-Recipient/contractor hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the

clause above and such other clauses as the U.S. Department of the Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(3) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

For contracts to be in compliance with the Contract Work Hours and Safety Standards Act the following are required:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek

of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The U.S. Department of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

(4) <u>CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT</u>

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding

$150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

(5) SUSPENSION AND DEBARMENT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Port St. Lucie. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Port St. Lucie, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(6) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes

place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(7) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient/contractor, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient/contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

   1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
   4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
   5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
   6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1 through 5 of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize

streamlined acquisition procedures (e.g. "project splitting").

(8) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141–3148)

As required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Wage Decision to use for this Contract is not applicable to this contract.

(9) PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certification to City of Port St. Lucie. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage for recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand ($10,000) dollars or the value of the quantity acquired during the preceding fiscal year exceeds ten thousand ($10,000) dollars; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(10) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Title 2 CFR §200.216 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and as adopted by the U.S. Department of Treasury, as used in this clause—

(b) *Prohibitions.*

(1) Section 889(F)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the ARPA to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the

Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable;

supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(11) RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The contractor agrees to comply with the above requirements when applicable.

(12) DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(13) ACCESS TO RECORDS

The Contractor agrees to provide the City of Port St. Lucie, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall maintain records for a period of five (5) years after all funds have been expended or returned to the City of Port St. Lucie, whichever is later.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to permit the U.S. Department of the Treasury or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Port St. Lucie and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Department of the Treasury or the Comptroller General of the United States.

(14) CHANGES

To be allowable under the ARPA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

(15) DHS SEAL, LOGO, AND FLAGS

The Contractor must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials.

(16) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders and FEMA policies, procedures and directives.

(17) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(18) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Any procurement involving funds authorized by Hazard Mitigation Grant Program (HMGP) must comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to C.F.R. Part 200.

(19) INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(20) REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

(21) PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient/Contractor] by the U.S. Department of the Treasury."

(22) COPYRIGHT AND DATA RIGHTS (*If applicable*)

License and Delivery of Works Subject to Copyright and Data Rights
The Contractor grants to the City of Port St. Lucie, FL, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Port St. Lucie or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Port St. Lucie data first produced in

the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Port St. Lucie.

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

CITY OF PORT ST. LUCIE FLORIDA

By: Caroline Strugis
Purchasing Agent

JOHNSON, MIRMIRAN & THOMPSON, INC.

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by [X] physical presence or [ ] online notarization, this 3rd day of September, 2023 by Sergio Quevedo who is [X] personally known to me, or who has [ ] produced the following identification:

_____.

CATHY MARSH
Notary Public - State of Florida
Commission # GG 981246
My Comm. Expires Jul 24, 2024
Bonded through National Notary Assn.

Cathy Marsh
Signature of Notary Public

Cathy Marsh
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF ~~ST LUCIE~~ Hillsborough §

Before me, the undersigned authority, personally appeared affiant Sergio Quevedo who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as CEI & Geotech Services for the Port St. Lucie Blvd. Segment 3 Project, Contract #20230117.

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

JOHNSON, MIRMIRAN & THOMPSON, INC.
Name of Firm

By: Authorized Representative

The foregoing instrument was acknowledged before me by Sergio Quevedo who has produced Personally Known as identification or is ~~personally known~~ to me.
WITNESS my hand and official seal in the Stare of County last aforesaid this 3rd day of September, 2023
(SEAL)

Signature

CATHY MARSH
Notary Public - State of Florida
Commission # GG 981246
My Comm. Expires Jul 24, 2024
Bonded through National Notary Assn.

Cathy Marsh
Notary Name (typed or printed)

Administrative
Title or Rank

Agenda Summary

2025-697

Agenda Date: 7/28/2025 **Agenda Item No.:** 7.d

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Contract #20250200 for Janitorial Services.

Submitted By: India Barr, Procurement Contracting Officer II, Procurement Management Division (PMD).

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

Summary Brief (Agreements/Contracts only)

1. Prepared by: India Barr, Procurement Contracting Officer II, PMD.
2. Parties: Two Contracts, between the City of Port St. Lucie and (1) AK Building Services Inc., and (2) Net Facility Services LLC.
3. Purpose: Janitorial Services for City Buildings.
4. New/Renewal/Modified: New.
5. Duration: September 1, 2025, through August 31, 2027, with four (4) one (1)-year renewal options.
6. Benefits to Port St. Lucie: Ensures consistent maintenance and cleanliness across all City facilities, supporting health, safety, and operational standards.
7. Cost to Port St. Lucie (Annual and Potential): Annual Cost of $456,771.66. Future expenditure will be appropriated in each fiscal year budget.

Presentation Information: N/A.

Staff Recommendation: Move that the Council approve, under City Code of Ordinances, Section 35.08(c) for good cause shown (basis in Issues/Analysis Section), Contract # 20250200 for Janitorial Services with AK Building Services Inc. and Net Facility Services, LLC.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Contract # 20250200 for Janitorial Services with AK Building Services Inc. and Net Facility Services, LLC.
2. Move that the Council not approve Contract # 20250200 and provide staff with direction.

Background: The initial janitorial services contract was awarded to General Building Maintenance of Florida (Pritchard Industries) on September 23, 2024. However, by January 2025, multiple City departments identified persistent performance deficiencies. Despite collaborative efforts between City representatives and the contractor to address repeated service failures, performance continued to deteriorate and has remained unsatisfactory.

With no measurable improvement, the City issued a formal Notice of Default in accordance with contract provisions on May 2, 2025. In response, a committee of City stakeholders convened to assess alternatives. The decision was made to recommend the termination of the existing agreement with Pritchard Industries and pursue new contracts with multiple qualified vendors that responded to the recent Solicitation #20240066 for Janitorial Services.

Awarding a new contract that distributes services among several responsive firms will ensure uninterrupted janitorial services and accommodate the evolving needs of our growing City, including the addition of new public facilities.

Issues/Analysis: Staff is requesting that Council approve for good cause shown based on the following:

- On June 3, 2024, the City received 17 vendor proposals in response to IFB #20240066 for Janitorial Services. After conducting an initial compliance review, 11 proposals were deemed responsive.
- Contract #20240066 was awarded to the second lowest bidder, Pritchard Industries. Contract #20240066 started on November 1, 2024.
- After getting an enormous number of complaints, speaking with Pritchard, and giving them the opportunity to improve which they did not, staff decided to move in a different direction that would better serve the City.
- Staff held two properly noticed public hearings to determine how to move forward to ensure that this vital service was being provided at the best value to the City.
- Because IFB #20240066 had been formally solicited so recently, Staff reviewed the responses revisiting the five remaining lowest cost proposals. Each of these vendors were contacted to confirm previously submitted rates.
- After contact with the five lowest cost bidders, three were disqualified due to conditions in their submissions that were incompatible with City requirements (requested guaranteed revenues).
- The remaining two vendors with the lowest pricing per location were selected and project locations were subsequently divided between them based on cost, efficiency, and responsiveness.
- The difference between Contract #20240066 and recommended Contracts #20250200, if approved by Council, would result in a 9% increase in the annual cost.
- If the City would have selected the third lowest bidder under IFB #20240066 there would have been about an 18% increase. Therefore, by moving in the direction that Staff decided saves the city about 9% of the of the annual cost while maintaining the purpose of formal bidding by using IFB #20240066 as the basis to negotiate the best value for the City.

Financial Information: Funds are appropriated as listed: 001-1900-534000 - General Fund / General Government / Contractual Services. 104-4105-534000 - Road & Bridge Fund / Engineering Operations / Contractual Services. 001-2105-534000 - General Fund / Police - Support Services / Contractual Services. 431-1340-534000 - Water & Sewer Operations Fund / Utility Administration / Contractual Services. 001-7503-534000- General Fund / Civic Center - Recreation / Contractual Services.

Special Consideration: N/A.

Location of Project: Various.

Attachments:

1. AK Building Services Inc. Contract.
2. Net Facility Services, LLC Contract.
3. AK Building Services Proposal.
4. Net Facility Proposal.
5. Original E-Bid Document.
6. Notice of Defective Work.
7. Notice of Default.

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: 25190-05.

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

CITY OF PORT ST. LUCIE
CONTRACT #20250200 – Janitorial Services Contract

This Contract, executed this _____ day of _____, 2025, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City," and **AK Building Services Inc., 720 NW 7th Terrace, Fort Lauderdale, Florida 33311, 561-471-8817**, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I
RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor to provide Janitorial Services, based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and products/services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and products/services specified and with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email with read receipt, or by Fed-EX, UPS, courier or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

A. The same day, if sent via email with read receipt.

B. Within one (1) day in the case of overnight hand delivery, courier, or services such as Fed-Ex or UPS with guaranteed next day delivery; or,

C. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Contractor:	AK Building Services Inc. Mark Cedar 720 NW 7th Terrace Fort Lauderdale, Florida 33311 561-471-8817 Email:mcedar@akbuildingsservices.net
City Contract Administrator:	India Barr Procurement Contracting Officer I – Procurement Management Department 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34984-5099 772-344-4055 E-mail: lbarr@cityofpsl.com
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SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

SCOPE OF WORK

The Contractor shall furnish all supervision, labor, material, equipment, tools, chemicals, supplies, Personal Protection Equipment (PPE) items for their staff, and including all incidentals necessary to properly perform the services defined in the Contract which shall be taken into consideration and incorporated into the monthly bid amount for each location. Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately.

Where the term "bid," "E-Bid," "bid response," "bid reply," or the like, is used herein, it shall refer to the Contractor's bid submitted in response to the City's solicitation #20240066, however, with the revised location pricing agreed to by the parties as reflected in Section VI.

Custodial routine services include Daytime Restroom Services as specified herein.

The City will designate a Contract Manager, to schedule, monitor and inspect the performance and progress of services provided under the Contract. The City Contract Manager will be the main point of contact for the Contract. The cleaning procedural recommendations provided herein are minimal requirements and ultimately the Contractor shall perform the required services in accordance with industry standards and shall be held responsible for ensuring method applied is compatible with specific area being cleaned.

CONSUMABLE GOODS

Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately, excluding the following locations:

1. McCarty Ranch Office Building & Restrooms
2. Saints Golf Course
3. MidFlorida Event Center Recreation Side

At these three (3) locations the City will provide the consumable good products for the Contractor to install as needed.

The following supplies shall be provided by the Contractor and installed in existing dispensers and shall conform to standards for Industrial and Institutional Cleaners.

1. Toilet tissue shall be a minimum of two-ply.
2. Hand towels shall be either a roll, multi-fold or c-fold, depending on the dispenser at the facility. Brown towels are not acceptable unless approved by the City Contract Manager.
3. Hand soap.
4. Trash liners (minimum of .3 mils/7 micron) – clear to fit appropriate receptacles.
5. Toilet seat covers.
6. Sanitary napkin disposal bags.

Paper products shall be recyclable items where applicable. Paper products shall meet or exceed the recycled content guidelines by the U.S. Environmental Protection Agency (EPA). The toilet tissue and hand towels shall fit the various dispensers at each facility. The Contractor shall provide the correct size and not manipulate the product to provide a temporary fit.

The City reserves the sole right to refuse the use of or direct discontinuance of any product it determines not effective for its intended use, or harmful to dispensers. The cost of any damage caused, or corrective maintenance required, deemed to be the result of the use of inferior or inappropriate products, shall be deducted from the Contractor's monthly invoice in the form of a credit memo.

Any item substituted during the term of the Contract for any product previously approved shall be submitted to the City Contract Manager for written approval prior to use.

The Contractor shall provide, without cost to the City, samples of consumable items upon request to determine compliance with specifications.

Dispensers for toilet tissue, hand towels, and hand soap shall be furnished and installed by the City.

ROUTINE SERVICE

The Contractor shall provide routine cleaning services generally after 5:00 p.m., Monday through Sunday, to complete all the work as specified herein. In order to accommodate the tenants of the building and/or ensure consistency for the overall work within the location, schedules may be modified (e.g. scheduling routine services prior to 5:00 p.m.; not commencing services until the facility is closed/all staff have left the building, which can sometimes be after 9:00 p.m.) and are at the sole discretion of the City Contract Manager. No additional compensation shall be provided for scheduling, and the Contractor took this into consideration when submitting a bid. The Contractor shall provide an adequate number of staff in order to perform routine services in the allocated amount of time, as determined by the City Contract Manager. Work frequencies shall comply with the "Routine Work Tasks and Frequencies" schedule unless otherwise noted. Routine Service shall include, but not be limited to, the following specifications:

Clean and Disinfect Drinking Fountains

The Contractor shall remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and adjacent areas. Disinfect all porcelain, plastic, and metal surfaces including, but not limited to, the orifice and drain with a germicidal cleaner. Upon completion of cleaning drinking fountains, the entire drinking fountain shall be clean, disinfected, and free of any soil, mineral deposits, streaks, stains, spots, smudges, scale, detergent residue, and debris. All stainless-steel surfaces shall have a polished appearance. Bright metal polishing may be performed by damp wiping using a germicidal cleaner and drying with a suitable cloth. If a polished appearance cannot be produced, metal shall be cleaned only with an approved type of metal cleaner/polish.

Clean and Disinfect Fixtures

The Contractor shall apply germicidal cleaner to all surfaces of washbasins, faucets, handles, valves, toilets, urinals, showers and adjacent surfaces. The Contractor shall use cream cleansers and scrub pads to remove soil not removed by the sponges or cloths and germicidal cleaner. The cleaning applicators used in cleaning and disinfecting toilets, urinals, and other surfaces contaminated with urine or feces, shall be a color readily distinguishable from other applicators used on other surfaces and fixtures. The Contractor shall use a plumbing plunger to unstop clogged toilets. Failure to unstop clogged toilets shall be reported to the City Contract Manager.

Clean and Refill Floor Drains

The Contractor shall use a floor drain brush to clean floor drains and shall remove corrosion and tarnish. The Contractor shall pour water down the floor drain to fill the drain trap and prevent the escape of sewer gas.

De-scale Toilets and Urinals

The Contractor shall use a bowl cleaner or a plumber's stone to remove scale, scum, mineral deposits, rust stain, etc. from the insides of toilet bowls and urinals leaving a clean, shining appearance free of streaks or stains or any deposits. Special attention shall be given to floors around urinals and commodes for elimination of odors and stains, and to provide a uniformly clean appearance throughout. Urinal deodorizers/screens may be required at certain locations and may be requested by the City Contract Manager as needed.

Disinfect All Surfaces

The Contractor shall disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc. by applying a germicidal cleaner.

Polish Stainless Steel, Chrome and Brass

The Contractor shall polish stainless steel, chrome and brass surfaces with appropriate polishes and a soft cloth, so as to not damage or remove any existing signage. Use clean cloths, glass cleaner, detergent and degreaser to remove smudges, fingerprints, marks, streaks, tape, etc. that polish cannot remove. Only water-based cleaners shall be used. Oil based cleaners, such as Sheila Shine, are prohibited.

Dust Furniture/Equipment Surfaces

The Contractor shall remove all dust, lint, litter, dry soil, etc. from the surfaces of chairs, lamps, tables, counters, cabinets, shelves, vending machines, and other types of furniture and surfaces. Workout equipment shall be excluded from dusting unless otherwise requested by the City Contract Manager for an additional fee. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. Typewriters, calculators, computers, staplers, papers, books, personal items, and other similar desk items shall not be disturbed. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.

Dust Building Surfaces

The Contractor shall remove all dust, lint, litter, dry soil, etc. from the surfaces of corners, crevices, molding, ledges, heater convectors, windowsills, fire extinguishers, walls, baseboards, doorframes and sills, ceiling mounted fans, air conditioning and exhaust diffusers, fixtures, partitions, rails, vertical and horizontal blinds and other types of fixtures and surfaces shall be free of all dust. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools. Feather dusters shall not be used.

Spot Clean Building Surfaces

The Contractor shall use clean damp cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, and/or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of ledges, windows, partition glass, windowsills and blinds, fire extinguisher, vents/diffusers, baseboards, walls, doors, doorframes and sills, partitions, rails, and other types of fixtures and surfaces. The Contractor shall perform spot cleaning up to a height of fifteen feet (15') from the floor surfaces at all entry areas consisting of interior and exterior cleaning. The City Contract Manager shall designate artwork that is not to be spot cleaned by the Contractor.

Overhead Dusting

The Contractor shall remove all dust, spider webs, litter, etc., from all fixtures and surfaces from the floor up to fifteen feet (15'). This includes, but is not limited to, exposed surfaces of lights, grilles, light fixtures, pipes, cables, ledges, walls, ceiling, diffusers, vents, etc. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. When performing overhead dusting, dust shall not be allowed to fall from high areas onto furniture and equipment below.

Dust Mop or Sweep Hard Surface Floors

The Contractor shall remove soil and litter from hard surface floors including stairs and stair landings (stairwells) and shall use treated dust mops on resilient tile, terrazzo, and other smooth finished floor surfaces or on rough, unsealed concrete, or other floors where dust mopping is not effective, a broom shall be used. All floor surfaces must be dry prior to dust mopping.

Damp Mop Hard Surface Floors

The Contractor shall dust mop floors prior to damp mopping and shall use detergent solutions and clean mops to remove soil from hard surface floors and baseboards, which cannot be removed by sweeping, dust mopping, or vacuuming. The dirty water shall be disposed of in the proper manner, not into plant beds or turf areas. Dirty water or soiled mops shall not be left in custodial closets overnight. In restrooms, locker rooms, fitness centers, and the City Health Clinic, use of a germicidal cleaner shall be used instead of a detergent solution.

Wet Mop Hard Surface Floors

The Contractor shall dust mop floors prior to wet mopping. The Contractor shall use detergent solution, clean wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders, abrasive pads, and putty knives to remove soil from hard surface floors, which cannot be removed by vacuuming or dust mopping. The Contractor shall use scrub brushes to remove spots and stains not removed by mopping. After the floor has been cleaned, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film, or any observable soil, which can be removed by damp mopping. In restrooms, locker rooms and medical treatment areas, use of a germicidal cleaner shall be used instead of detergent solution. The Contractor shall dispose of all used solution at end of work shift in the proper manner, not into plant beds or turf areas.

Trash and Recycle Material Removal

All receptacles of any type and size shall be emptied and returned to their original positions. This includes any outside receptacles in the general area. Bulky items such as rolls of plans or cardboard boxes that are placed by trash containers and clearly marked as trash, shall be removed. Plastic bags (liners) shall be replaced in all receptacles during each service or as needed. Trash and rubbish shall be emptied into a designated dumpster or receptacle in a way that shall prevent littering adjacent areas. The Contractor shall clean up any spill or litter generated by Contractor's work operations. Upon completion of trash removal, all receptacles and the areas adjacent to them shall be free of trash, spills and foreign substances. The Contractor shall provide the proper equipment to transport trash/recycling to the appropriate collection containers, which at times may be at an adjacent building in the same complex. Trash receptacles, to include totes, shall be cleaned on an as needed basis.

All waste removed from individual containers shall be emptied into a designated trash dumpster, leaving the remaining area free from litter.

The Contractor shall provide appropriate equipment for trash removal so as to avoid the possibility of floor damage due to the dragging of trash bags or containers through buildings. Any damage to carpets and floors caused by dragging bags or containers shall be repaired or replaced solely at the Contractor's expense, and to the satisfaction of the City Contract Manager.

Recyclable material shall be removed by the Contractor and taken to central recycling containers. All plastics, glass, and aluminum receptacles shall have a clear plastic liner and be removed as necessary. If deemed necessary, the City Contract Manager may add additional items to the recycling program.

The Contractor shall instruct its employees to ensure that all materials remain separated, as any mixing of materials shall impair the possibility of recycling. Further, Contractor shall instruct its employees to notify the City Contract Manager when the recycling receptacles contain different materials other than specified.

The Contractor and its employees shall take the necessary precautions to ensure that the recyclable materials do not get wet when transporting the recyclables to the designated collection points, as this impairs recycling.

Removal of recyclable goods shall take place on service days. Custodial staff is not required to separate recycling out of receptacles.

The exterior of all recycling receptacles shall be damp-wiped weekly to remove evident soil. Wet spills on the interior of receptacles shall be removed.

Clean and Refill Dispensers

All dispensers and adjacent areas shall be cleaned and disinfected, including, but not limited to, fill towel, toilet paper, and soap dispensers. All supplies shall conform to existing types of dispensers. Upon completion of cleaning and filling dispensers, all dispenser surfaces shall be clean, free of all soil and streaks, disinfected with germicidal detergent, and full.

Remove Carpet Stains

The Contractor shall use a carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover, and/or wet/dry tank vacuum to remove non-permanent stains from carpeted floors. Blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Spray carpet stain remover onto

the stain and use a utility brush if required. After the stain has dissolved, blot, vacuum, and rub the stain in such a manner as to prevent spreading of the stain.

Spot Clean Furniture

The Contractor shall use clean cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, and/or cream cleansers to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of chairs, cleared surfaces of desks, lamps, tables, cabinets, counters, shelves and other types of furniture and surfaces. Typewriters, calculators, computers, staplers, paper, books, personal items, and other similar desk items shall not be disturbed.

Vacuum Traffic Lanes

The Contractor shall use a carpet vacuum to vacuum traffic patterns and lanes of carpeted floors to remove soil and debris from the carpet surface. After the carpet has been vacuumed, it should have a neat and clean appearance. Corner and baseboards should be free of lint and dust particles.

Vacuum Completely

The Contractor shall use a carpet vacuum to remove all soil and debris from the carpet surface and use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. Elevator floor and door tracks shall be vacuumed. Moisture and dry soil shall be vacuumed from carpeted mats. Use carpet stain remover and gum remover to remove carpet stains and gummy soil from City owned mats. The City Contract Manager will designate mats that are to be cleaned by the Contractor.

Clean Interior / Exterior Glass

The Contractor shall use window cleaning equipment, glass cleaner, stepladders, soft cloths, squeegees, etc., to remove soil, tape, grease, film and stains from the interior and exterior sides of glass in exterior/interior walls, doors, partitions, plexiglass, etc. This requirement applies to all entrance/exit glass surfaces on the first floor, not to exceed fifteen feet (15'). It does not apply to inaccessible interior/exterior windows on the second floor and above. The Contractor shall use glass cleaner, metal polish, detergent, degreaser, soft cloths, ladders and scaffolding as needed, and shall clean interior/exterior glass at times that do not interfere with pedestrian traffic.

Clean Ash Receptacles

Although the facilities for which the Contractor provides custodial services have been designated "non-smoking" facilities, ash receptacles are provided at buildings to provide a means for smokers to discard smoking products. Sand urns and other ash receptacles shall be emptied and wiped clean during each service day. Accumulations of ashes, butts, and foreign material shall be removed from smoking stands and sand urns. The Contractor shall replace discarded sand at no additional cost to the City. Upon completion of this task, all surfaces of ash receptacles shall be uniformly clean without spots, streaks, or smoking material residue. Sand urns shall be clean and free of smoking material and filled to an appropriate level with clean sand, at no additional cost to the City.

Floor Mats

All floor mats located in either the exterior or interior of the facility, shall be vacuumed on service days. Entrance mats shall be lifted to remove soil and moisture underneath and shall then be returned to their normal location after cleaning. No mats shall be placed upon a damp or wet floor surface. Mats shall be repositioned in a manner that shall not jeopardize the safety of the general public or City employees.

Doors

All doors, door handles, door frames, and kick and push plates, shall be cleaned weekly or more frequently if needed, using a micro-fiber cloth dampened in an all-purpose cleaner, unless otherwise specified, to remove all smudges, fingerprints, soil, streaks, and scuff marks. After cleaning, all areas of the door shall present a clean and uniform appearance free from streaks, smudges, dirt, and scuffmarks.

HVAC Supply / Return Vents

All exposed grills and vents shall be wiped with a micro-fiber cloth and damp-wiped weekly. After cleaning, all areas of the grills and vents shall present a clean and uniform appearance free from dust, dirt, and marks.

Walls / Baseboards

All walls/baseboards shall be cleaned as needed unless otherwise specified in these specifications, with a non-abrasive detergent solution to remove all grease and oil deposits, streaks, smudges, and other soil. After washing, the walls/baseboards shall have a uniform appearance free of all grease, soil, tape, decals, contact paper, and graffiti.

Elevator

Elevator cleaning shall be performed on service days and shall be uniformly cleaned with no dust, soil, fingerprints, or smudges. Where floors have resilient type covering, all necessary cleaning operations shall be performed to provide a clean and polished appearance after each cleaning. The Contractor shall perform the following items in cleaning and servicing elevators:

1. Pick up any trash, food, or debris dropped on floors.
2. Spot clean spills using appropriate techniques.
3. Spot clean fingerprints from stainless steel fascia in the elevator landings.
4. Mop floors to remove dirt and stains.
5. Remove gum from floors.
6. Clean walls, car stations, push buttons, and kick panels.
7. Clean door tracks with scrub brush or vacuum cleaner.
8. Clean stainless steel elevator walls and door sills with clean white cloth.
9. Spot clean and polish to remove marks and smudges.
10. Clean all stainless-steel fascia in the elevator lobby.
11. Polish stainless-steel surfaces.
12. Scrub floors.
13. Clean all interior elevator cab windows, all interior windows, and interior/exterior doors.

Entrances

Entrance area cleaning shall be performed on service days and shall include, but not be limited to, the following:

1. All doors, sliding and glass panels, clerestory, and windows, shall be cleaned and then dried with a squeegee to provide a clean, streak/spot/drip free appearance.
2. All debris, including, but not limited to, paper, gum, leaves, cigarette butts, and cobwebs shall be removed daily, both on the inside and outside of the entrance out five feet (5') in front of each entrance on the first floor.
3. All door and window frames, doorknobs, and push bars, shall be cleaned with a cloth dampened with an all-purpose cleaner.
4. All mats shall be vacuumed and returned to their original positions.

Fitness Centers

The fitness centers at the Community Center and MIDFLORIDA Event Center are part of the services in this Contract as fitness-related services into the following tasks: Vacuum all carpets and fitness flooring throughout the fitness centers daily and damp mop all fitness flooring floor daily with Ph neutral cleaner. Perform daily wet mopping of all vinyl, tile, and tuf-flex floors, including those in the fitness centers and multi-purpose room, including mirrors throughout the fitness centers, including those in the fitness center and multi-purpose room. Additionally, clean all mirrors throughout the building including those in the fitness centers and multi-purpose room, twice weekly.

Kitchen and Breakroom

Kitchen and breakroom cleaning shall be performed on service days. A properly cleaned kitchen and breakroom shall be uniformly cleaned and disinfected, as specified herein. The Contractor shall perform the following items in cleaning and servicing kitchens and breakrooms:

1. Remove trash.
2. Vacuum mats and carpeted floors.
3. Sweep hard surface floors.
4. Clean drinking fountain.
5. Wet mop hard surface floors with a germicidal cleaner.
6. Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal cleaner.
7. General clean.
8. Fill towel and soap dispensers.
9. Clean and disinfect all surfaces of fixtures and accessories, damp-wipe all countertops, and scrub sinks.

Disinfecting

The Contractor shall use a germicidal cleaner to clean and disinfect all surfaces of kitchen and break rooms, including cabinets, basins, countertops, tables, walls, dispensers, all exterior surfaces of appliances, and all floor surfaces.

Final Appearance

Upon completion of cleaning and servicing kitchens and breakrooms, trash shall be removed; all surfaces shall be disinfected and shall have no streaks, marks, detergent residue, dirt accumulations, or soiling on any kitchen or coffee room surface; and dispensers shall be full.

NOTE: The Contractor shall not be responsible for cleaning and or maintaining the *inside* of kitchen appliances (e.g., microwaves, refrigerators, toaster, coffee pots, etc.).

Nonspecific Tasks

The Contractor shall perform miscellaneous activities as directed by the City Contract Manager. No tool, piece of equipment, chemical, or supply not normally used in performing routine services, shall be required for such tasks.

Routine Work Tasks and Frequencies, Per Area

Routine Work Tasks	A	B	C	D	E	F	G	H
1. Clean and disinfect drinking fountains	---	—	---	---	D	---	---	D

2. Clean and disinfect fixtures	---	D	---	---	D	---	---	---
3. Clean and refill floor drains	---	D	---	---	---	---	W	---
4. De-scale toilets and urinals	---	D	---	---	---	---	---	---
5. Disinfect all surfaces	---	D	D	D	D	W	---	D
6. Polish stainless steel/chrome/brass	D	D	W	D	D	W	M	D
7. Dust furniture/equipment surfaces	---	D	W	---	W	---	M	D
8. Dust building surfaces	W	D	W	D	D	W	M	D
9. Overhead dusting	---	D	W	W	W	W	M	D
10. Dust mop or sweep hard surface floors	---	D	D	D	D	W	M	D
11. Damp-mop hard surface floors	---	---	D	D	---	---	---	---
12. Wet mop hard surface floors	---	D	W	D	D	W	M	D

Routine Work Tasks	A	B	C	D	E	F	G	H
13. Pick up litter	D	D	D	D	D	D	D	D
14. Trash/recycle material removal	D	D	D	---	D	---	D	D
15. Clean and refill dispensers	---	D	---	---	D	---	---	---
16. Remove carpet stains	---	---	D	D	D	D	---	D
17. Spot clean building surfaces	D	D	D	D	D	W	M	D
18. Spot clean furniture	---	D	D	---	D	---	---	D
19. Vacuum traffic lanes	---	---	D	---	---	---	---	D
20. Vacuum completely	---	---	W	W	D	---	M	D
21. Clean interior/exterior glass/mirrors	W	W	W	---	---	---	---	---
22. HVAC Supply/Return Vents	—	M	M	---	---	---	---	M
23. Walls/Baseboards	—	---	M	---	---	---	---	M

Frequency: D=Daily, W=Weekly, M=Monthly

Areas are defined as:

A. Building Exterior Entrances, Walkways, and Ash Receptacles
B. Restrooms
C. Offices, Work Rooms, Conference Rooms, Copy Rooms, File Rooms, Etc.
D. Elevators
E. Kitchens, Break Rooms and Waiting Areas

F. Stairs and Stairwells
G. Storage – Custodial Closets
H. Corridors and Lobbies - Entry Level and Areas with Heavy Traffic including Floor Mats

DAYTIME RESTROOM SERVICE

The Contractor shall provide daytime restroom services as indicated in the specifications between the hours of 11:00 a.m. – 1:00 p.m., as follows:

1. City Hall (Building A): All three (3) floors, Monday through Fridays.
2. Building Department (Building B): Two (2) floors, Monday through Fridays.
3. Police Building (Building C): First floor only, seven (7) days per week.

Daytime Restroom Service is <u>in addition</u> to the Routine Restroom Services performed in the evening or after normal office/work hours.

No additional compensation shall be provided for Daytime Restroom Service, and Contractor took this into consideration when submitting its bid. Daytime Restroom Service is incidental to the amounts bid for each location and shall not be paid separately and shall be included in the amount bid for each location for Routine Services.

ADDITIONAL WORK AS NEEDED

When additional work is required by the City, the Contractor shall be paid the hourly rate offered on the bid response page(s) for daytime or project work, depending on the type of additional work required. If the work occurs on a Saturday, Sunday, or holiday, the Contractor shall be paid 1.5 times the hourly rate offered during the hours worked. The City reserves the right to request additional work as needed at any City facility.

EMERGENCY SERVICES AS NEEDED

When additional work is required by the City for an emergency, the Contractor shall be paid the hourly rate as offered on the bid response page(s) for Emergency Rate. The Contractor shall have standby emergency personnel able to respond within thirty (30) minutes of notification by the City Contract Manager.

No additional compensation shall be given to the Contractor on a Saturday, Sunday, or holiday. The Contractor took this into consideration when submitting its bid.

Emergency situations include spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as assigned by the City Contract Manager.

FACILITIES ADDED OR DELETED FROM CONTRACT

The City reserves the right to add or delete facility (building) locations and/or services, temporarily or permanently, to or from the Contract at any time. Deletions shall be at no additional cost or penalty to the City. The price for Routine

Services added for a location shall be based on the price bid, per square foot, for a similar type of building on the Bid Response pages.

SPECIAL PROCEDURES

Extra Supplies

The Contractor shall leave an extra supply of toilet paper, hand towels, hand soap, and both large and small plastic bags adequate to prevent depletion of these supplies in the facility before the next routine servicing.

Equipment and Supplies

All equipment at the beginning of the Contract term shall be either new, or if used, in safe, clean, and in proper working condition. The City Contract Manager may reject any used equipment, which does not, in his sole opinion, meet the criteria listed herein. In the event the City Contract Manager rejects the equipment, the Contractor shall, within twenty-four (24) hours, replace such equipment with equipment acceptable to the City Contract Manager.

All necessary cleaning equipment including, but not limited to, power driven floor scrubbing machines, waxing and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, commercial steam cleaners with attachments, etc., needed to properly perform the services defined in the Contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall meet all OSHA and local standards and also meet the approval of the City Contract Manager. All equipment shall be maintained to original factory specifications. Altering of equipment shall not be permitted.

The City Contract Manager may inspect equipment at any time. Defective equipment shall be removed immediately and replaced with proper working equipment within twenty-four (24) hours.

MINIMUM SPECIAL EQUIPMENT REQUIREMENTS

All equipment shall satisfy the minimum specifications established by the City as specified herein, unless otherwise approved by the City in writing.

The Contractor shall supply mop buckets equivalent to a wave brake water bucket which keeps dirty water separate from clean water, helping to reduce the potential for cross-contamination.

The Contractor shall provide industrial vacuums compliant with the following minimum specifications and provide the City with validation of compliance. The vacuum system shall possess filtration efficiency capable of trapping 99% of contaminants as small as 0.3 micron. The Contractor shall comply with manufacturer's specifications for filter bag replacement and follow manufacturer's recommendation for filter change frequency.

The Contractor supplied vacuum shall be of commercial grade, HEPA certified. Filter bag or bagless, must be a (HEPA) high efficiency type. Vacuum can be an upright, canister, or backpack.

Cleaning Equipment
All rotary machines used for buffing purposes shall be hi-speed machines, running at 350 to 1,200 RPM. All rotary machines used for scrubbing purposes shall run between 175 and 350 RPMs only.

When dusting and cleaning is required, micro-fiber cloths shall be used. Feather dusters shall not be used. Micro-fiber mops shall be used to eliminate the scattering of dust.

Electrical Connections
The Contractor shall instruct its employees on the proper manner in which to perform their duties around sensitive equipment. This shall include the identification and usage of the proper electrical circuits to use with the electrical cleaning equipment.

The Contractor shall instruct their employees to use hallway/common area circuit plugs. No office or workstation plugs shall be used to run janitorial machines.

Special consideration shall also be given to:

1. Avoidance of power interruptions to devices.
2. The use of the same circuit by cleaning equipment and sensitive devices at any one given time.
3. The use of only those cleaning products guaranteed to not damage sensitive electronic equipment or devices.

ENVIRONMENT AND CHEMICALS

SAFETY DATA SHEETS

Any item delivered from this Contract must be accompanied by a Safety Data Sheet (SDS) for each facility location. The SDS shall include the following information: (a) The chemical name and the common name of the toxic substance. (b) The hazards or other risks in the use of the toxic substance, including: 1. The potential for fire, explosion, corrosivity, and reactivity; 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and 3. The primary routes of entry and symptoms of overexposure. (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to toxic substances, including appropriate emergency treatment in case of overexposure. (d) The emergency procedure for spills, fire, disposal, and first aid. (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information. (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

All chemicals shall satisfy the minimum specifications including brand equivalencies, established by the City as specified herein, unless otherwise approved by the City in writing.

USE OF ENVIRONMENTALLY PREFERRED PRODUCTS (EPP) AND SERVICES

All chemicals shall be "Green Seal Certified," "EPA'S Safer Choice" or "Designed for the Environment," or otherwise approved in writing by the City Contract Manager.

Any item substituted during the term of the Contract for any product previously approved shall be submitted to the City Contract Manager for written approval prior to use.

Bleach, ammonia, and acid products shall not be used or maintained on premises.

Germicidal Cleaner
Odorless germicidal cleaner shall be used. The product shall not cause any surface deterioration when used properly and shall not cause colors to bleach or bleed. All containers shall be labeled with the hazardous agent noted and necessary precautions indicated.

- Tru-mix Q128 Hard Surface Disinfectant or equal, if and as approved in writing by the City Contract Manager.
- Spartan Clean On The Go hdqC2 or equal, if and as approved in writing by the City Contract Manager.

All-Purpose Cleaner
The cleaner shall be made from high quality soaps, abrasives, and disinfectant agents, uniformly mixed. The product shall not cause any surface deterioration when used properly and shall not cause colors to bleach or bleed.

- Trumix DC2 #2 Neutral Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Spartan Clean by Peroxy (Green Seal) or equal, if and as approved in writing by the City Contract Manager.

Stainless Steel Cleaner
Stainless Steel Cleaner shall be non-toxic, biodegradable, have no petroleum, zero Volatile Organic Compounds (VOC's), be non- abrasive, and non-flammable.

- Fuller Professional Stainless Steel Cleaner Solvent/Water based or equal, if and as approved by the City Contract Manager.
- Claire Water Base Stainless Steel Maintainer or equal, if and as approved in writing by the City Contract Manager.

Prohibited Product: Sheila Shine.

Bowl Cleaner
Non-acid bowl cleaners shall be chemically effective for removal of scale, film, plumber's stone, or organic material and shall not damage the bowls. It shall also clean and deodorize without damaging the finish or fittings. Any bowls, valves, or fixtures damaged shall be replaced by the Contractor, at his sole expense, with an identical product approved by the City, at no additional cost to the City and to the satisfaction of the City Contract Manager.

- Trumix Q128 Hard Surface Disinfectant or equal, if and as approved in writing by the City Contract Manager.

- LYSOL Hygienic Automatic Toilet Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Professional LYSOL Power Bathroom Cleaner – Soap Scum and Shine or equal, if and as approved in writing by the City Contract Manager.
- Professional LYSOL Disinfectant Basin Tub & Tile Cleaner or equal, if and as approved in writing by the City Contract Manager.

Glass Cleaner

Glass cleaner shall be a blend of synthetic organic detergents, alcohols, solvents, and germicidal components. It shall not contain any perfume, ammonia, or inorganic alkalis.

- Franklin Cleaning Technology Hydrogen Peroxide Multi-Purpose Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Spartan Tribase Multi-Purpose Cleaner (Green Seal) or equal, if and as approved in writing by the City Contract Manager.

Floor Finish, Sealer, and Stripper

All specifications for floor finishes, sealers, and strippers shall conform to the manufacturer's instructions.

Floor finish shall be non-yellowing on the floor and should be milk white in the original container rather than tan. Floor finish, sealers, and strippers shall be low odor.

Floor Sealer / Finish

A product manufactured without heavy metals and ozone-depleting compounds. Low maintenance to UHS burnishing.

- Franklin Green Option Floor Sealer/Finish or equal, if and as approved in writing by the City Contract Manager.
- Franklin Megastar or equal, if and as approved in writing by the City Contract Manager.
- Franklin Quasar or equal, if and as approved in writing by the City Contract Manager.
- Franklin Nova X or equal, if and as approved in writing by the City Contract Manager.
- Franklin De-fense or equal, if and as approved in writing by the City Contract Manager.
- Franklin Cross Link II or equal, if and as approved in writing by the City Contract Manager.
- Trimix DC2 #20 UHS Combo Cleaner/Maintainer or equal, if and as approved in writing by the City Contract Manager.

Carpet Cleaning Chemicals

Carpet Neutralizer:

- Franklin Brown Bee Gone RTU or equal, if or as approved in writing by the City Contract Manager.Carpet shampoo:
- Franklin Super Carpet & Upholstery Shampoo or equal, if or as approved in writing by the City Contract Manager.
- Spartan Plus 5 carpet shampoo or equal, if or as approved by the City Contract Manager.

Carpet extraction solution:

- Franklin Water Extraction Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.

Carpet Defoamer:
- Franklin T.E.T. #18 Defoamer or equal, if and as approved in writing by the City Contract Manager.
- Spartan Defoamer or equal, if and as approved in writing by the City Contract Manager.

Carpet pre-spray/spotter:
- Franklin Answer Multi-Use Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.

Carpet – Bonnet Chemicals:
- Spartan Bonnet and Traffic Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Traffic and Bonnet Cleaner REN07002-MS or equal, if and as approved in writing by the City Contract Manager.

Soil Retardant Chemicals:
- Spartan SPARTAGARD – Carpet Protector or equal, if and as approved in writing by the City Contract Manager.

Dry Foam Cleaning for Floor:
- Spartan Contempo H2O2 Spotting Solution or equal, if and as approved in writing by the City Contract Manager.
- Spartan SSE Carpet Prespray & Spotter or equal, if and as approved in writing by the City Contract Manager.
- Encapsulating Pre-Spray Treatment or equal, if and as approved in writing by the City Contract Manager.
- BETCO FiberPro Dry Foam or equal, if and as approved in writing by the City Contract Manager.

Lockers and Shower Floor Cleaner:
- Virex II 256 or equal, if and as approved in writing by the City Contract Manager.
- Spartan HDQ or equal, if and as approved in writing by the City Contract Manager.

Lockers and Shower Floor Sealer:
- Spartan Between The Lines or equal, if and as approved in writing by the City Contract Manager.
- Betco Floor sealer or equal, if and as approved in writing by the City Contract Manager.

ASBESTOS COMPOSITION FLOOR TILE CLEANING CARE PROCEDURES

The Contractor shall train its employees on the principles and understanding of asbestos tile cleaning procedures in compliance with OSHA and EPA regulations. Asbestos tile cleaning procedures shall apply to floor tile and baseboard cleaning care in all City buildings and facilities built prior to 1980, and any portion of flooring that has been determined by the City to require special procedures.

The Contractor shall provide asbestos awareness training to all employees, at least every year. Any new employee(s) must additionally receive this training before beginning work under this Contract. The Contractor shall certify to the City Contract Manager in writing that employees have received the required awareness training.

BIO-HAZARD WASTE, BLOOD BORNE PATHOGEN MATERIALS

The Contractor shall train its employees on the principles and understandings of bio-hazardous waste. Bio-hazardous waste shall be cleaned, disinfected, decontaminated, and legally disposed of, at no additional cost to the City. Potentially infectious materials may include, but are not limited to, blood, urine, feces, semen, vomit, saliva, needles, diapers, etc.

GENERAL

Contractor's Performance

The Contractor shall provide two (2) telephone numbers, which shall be answered twenty-four (24) hours per day, seven (7) days per week, in case of unsatisfactory performance or in the event of an emergency. When the City has cause or reason to call the Contractor due to unsatisfactory performance or an emergency, the Contractor shall return the call within twenty (20) minutes of the originating call. If the call is not returned within twenty (20) minutes, the City has the right to complete the work with City employees or other vendors, and to levy a deduction from the Contractor's monthly invoice, for actual cost to correct and/or file an unsatisfactory Vendor Performance Report.

Supervision

It is imperative that a strong supervisory support group exists to ensure that high quality standards are maintained, and services are being performed as outlined. The Contractor shall provide responsible on-site supervision whenever its employees are working in connection with the Contract in order to ensure competent performance of work. The Contractor shall designate, at a minimum, one (1) project manager who shall be responsible for the overall operations and ensure all parties are fulfilling their duties and responsibilities. Daily inspections shall be conducted to ensure that the services included in the Contract are being performed and ensure accountability of their staff. Supervision costs shall be incorporated into the Contractor's offer and shall be at no additional cost to the City. Within thirty (30) days of Contract award, the Contractor shall provide an outline of the organizational structure and responsibilities of the specific managers, supervisors, and lead workers who will participate in the Contract. In the event that there are changes to the organizational structure/personnel, the City Contract Manager shall be notified immediately via email. Each individual's participation shall be designated as full-time or part-time participants. Qualifications and experience of each individual should also be included.

The project manager or his designee shall meet with the City Contract Manager at a time and place specified by the City Contract Manager, as requested. All problems and/or complaints shall be handled directly between the City Contract Manager and the Contractor, or the Contractor's Supervisor upon request.

Contractor's employees shall not engage in conversation with City staff that reflects a lack of understanding or consideration for the customers' needs and should direct City staff to contact the City Contract Manager. Employees shall refrain from providing excuses for work not performed.

Cell phones and radios for Contractor's employees shall be furnished by the Contractor at no cost to the City.

The City Contract Manager may require the Contractor to immediately remove any employee/supervisor/manager if the City Contract Manager, in his sole discretion, determines it to be in the best interest of the City.

The Contractor shall perform an inspection of all assigned locations each week. A written inspection form shall be provided to the City Contract Manager prior to the end of the work week during which the inspection was conducted. The format of the written inspection form shall be approved by the City Contract Manager.

PROJECT MANAGER QUALIFICATIONS:

1. Five (5) years' experience in the custodial field and two (2) years' experience as project manager.**(please supply resumes)**
2. Must speak, read, and write English fluently.
3. Must attend meetings with designated City representatives, as required.
4. Must have the ability to prepare and maintain written reports and schedules.

CONTRACTOR'S PERSONNEL

The Contractor shall:

1. Have all personnel be of the utmost integrity and not deviate from their assigned tasks and work areas. The requirements specified herein are only a brief overview of what is expected from the Contractor and shall not be limited to what is outlined.
2. Provide the City with a steady and dependable workforce. Personnel turnover shall be kept to a minimum.
3. Provide competent, trustworthy, and properly trained personnel for their work. The Contractor and its personnel shall be required to comply with all applicable regulations of the City and any other regulations that have jurisdiction.
4. Understand the City Contract Manager reserves the right to prohibit, with or without cause and at his sole discretion, any of the Contractor's personnel from performing services in City facilities or in connection with the Contract.
5. Propose replacement personnel that meets all minimum qualifications specified herein. Replacement personnel shall be provided at no additional cost to the City. The City may reject any replacement if work performance is questionable or unfavorable, in the City's sole discretion. The City will be the sole judge of the qualifications of the proposed replacement personnel. This shall also apply when the Contractor substitutes an employee with a backup in the absence of regularly scheduled staff. The City Contract Manager shall be notified in writing within a reasonable amount of time prior to substitution for approval. Approval must be granted prior to the employee starting servicing the location.
6. Take into consideration that due to the nature of activities conducted at City facilities, the City requires background checks be performed for all employees used in the performance of the Contract. All employees working on City owned or leased property shall be fingerprinted and issued a badge prior to work. **Background checks and fingerprinting shall be done by the Police Department at no charge to the Contractor. The Contractor shall pay for an employee's lost badge replacement. To verify identification, all onsite staff shall be required to pass a state and national fingerprint-based record checks prior to granting access to the Police Department, IT Department, as well as any designated physically secure locations or controlled areas in accordance with the Criminal Justice Information Services (CJIS) Security Policy Version 5.9.3 (CJISD-ITS-DOC-08140-5.9.3). Each**

individual onsite staff person shall sign the "FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM," attached.

7. Instruct their employees that they are not to be assisted or accompanied by non-employees during their shifts or employees not approved to work at the specific location.
8. Notify the City Contract Manager, in writing, immediately of an employee's termination. The employee's access and ID badge shall be returned immediately for processing.
9. Be responsible for ensuring that all custodial staff be able to communicate and take oral direction in English. Day staff working in a group of two (2) or more, shall be required to have a minimum of one (1) staff member able to communicate and take oral direction in English. If it is found there is no one capable of so communicating, the City, at its discretion, has the right to remove the staff from the building and call the Contractor for an immediate replacement.
10. Be responsible for ensuring that its employees do not use City property, including but not limited to, radios, computers, copiers, calculators, and telephones.
11. Be responsible for ensuring that its employees do not read, copy, or disclose, in any fashion any unauthorized materials and/or documents.
12. Be responsible for ensuring that its employees do not disturb papers on desks or open desk drawers and cabinets or any other unauthorized containers.
13. Report to the City any possible theft by employees or any allegations of employee dishonesty immediately after Contractor becomes aware of the theft or allegations of employee dishonesty. Specifically, the Contractor shall inform the City in writing of any report, discovery, or investigation of any theft, fraud, or damage to City or private property.
14. Prohibit any employee from remaining on the job site or working in connection with the Contract, if the employee appears to be under the influence of drugs or alcohol. Drugs or alcohol shall not be permitted in/at any City facility.
15. Not allow the consumption of food or drink in any areas other than those areas designated by the City Contract Manager.
16. Ensure employees shall not sit down, take breaks, or otherwise loiter in any public areas while on duty or off duty, while still in uniform. The Contractor shall instruct its employees to use the break/lunchroom whenever practical in order to minimize loitering in the public areas.
17. Ensure that its employees do not adjust any building thermostats.
18. Not allow employees to loiter or congregate in office areas when they should be working.
19. Ensure that the Contractor's employees notify the City Contract Manager of any missing or damaged furnishings or equipment. In addition, any items requiring maintenance or repair shall be reported to the City Contract Manager. Items such as clogged toilets, leaking pipes, loose tile, in-operative lights, etc., are expected to be reported immediately upon discovery.

CONTRACTOR'S ACCESSIBILITY / CELLPHONES

The Contractor shall return all phone calls, texts, and/or emails from the City Contract Manager within twenty (20) minutes, twenty-four (24) hours per day, seven (7) days per week. In buildings with daytime services, Contractor's employees shall be available utilizing a portable communicable device, which shall be furnished by the Contractor at no additional cost to the City.

TRAINING

The Contractor shall:

1. Maintain a training record for each employee. The training record shall show at a minimum the

employee's name, date of employment, and the type and date of each training class attended. The Contractor shall present such records for inspection upon request by the City Contract Manager. The City Contract Manager may from time to time monitor the instruction of such training classes.

2. At a minimum, ensure each employee is trained to perform the requested services outlined and training is performed on a reoccurring basis; is trained in the proper methods and use of tools, chemicals, equipment, and supplies; is trained in restroom cleaning, general office cleaning, and carpet and floor care; OSHA requirements; asbestos awareness training; bio-hazardous waste training; and any other skills or knowledge needed by the employees of the Contractor to safely and adequately perform the services under the contract.

The Contractor shall provide training to employees at no additional cost to the City.

SCHEDULING, EMPLOYEE WORK HOURS AND WAGES

The Contractor shall be responsible for the scheduling of its employees in order to accomplish the tasks and cleaning requirements at the times designated by the City Contract Manager.

Work shall be scheduled such that it will not disrupt the functions and normal day-to-day procedures of the City facilities and conform to all security requirements in place for each building being serviced.

The City reserves the right to approve and make changes at any time to the schedule for when services are to be provided in order to accommodate the building occupant's needs and requirements. This was taken into consideration by the Contractor when submitting its bid and shall be strictly enforced.

The Contractor shall be responsible for providing sufficient staff to accomplish all stated tasks for routine services within the allotted timeframe the City allows for each building requiring routine service as determined by the City Contract Manager. The Contractor shall conform to the City daytime and project work schedule and shall at all times have on site the required number of staff to complete the services. Once awarded the Contract, the Contractor shall provide a schedule for all locations requiring service, what custodial staff shall be assigned to each location, and shall notify the City Contract Manager of employee leave dates. This list shall be current at all times and when changes are made, the City Contract Manager shall be notified via email prior to any substitution. At no time shall an employee be substituted without prior written approval from the City Contract Manager and without proper clearance (applicable background check and card access, if required at site) for the location requiring service. **If the Contractor does not comply with these requirements, termination may be exercised as this could pose a security breach if unauthorized individuals are granted access.**

HOLIDAYS

The following days are City of Port St. Lucie recognized holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Labor Day New Year's Eve Day

The dates of the holidays observed change yearly. The Contractor shall check with the City Contract Manager for an exact schedule of when the City observes each holiday, as some buildings do not observe certain holidays and are open. No additional compensation will be provided for scheduled services (i.e. Daytime and Routine) on these days if a location is open. If additional services are requested during a Holiday that are not already part of the regularly scheduled service, the Contractor shall be compensated accordingly for the requested service.

UNIFORMS AND IDENTIFICATION BADGES

The Contractor's employees shall be attired in distinctive, clean, and identifiable uniforms furnished by the Contractor, at the Contractor's sole expense, and approved by the City Contract Manager. They shall be neat and clean in appearance. The uniform shall consist of long pants and a prominent logo on the shirt. No T-shirts or open-toed footwear shall be permitted.

The Contractor's employees shall also always wear an identification badge in plain sight. Any employee found without a badge and in full uniform shall be sent home and the City Contract Manager shall levy a deduction against the Contractor's monthly invoice for any services not performed.

SIGN-IN LOG

The Contractor shall provide a sign-in log form acceptable to the City Contract Manager for each location. The log shall identify the date, arrival and departure time, and employee name and signature. The Contractor shall provide the City with a copy of the attendance record with employee(s) names, and hours worked, when requested by the City Contract Manager.

REQUIRED DOCUMENTATION

All required documentation shall be provided to the City Contract Manager throughout the term of the Contract, including subsequent renewals, unless otherwise noted. Any changes or updates shall be provided to the City Contract Manager.

A Safety Data Sheet (SDS), in compliance with the standards set forth by the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard, shall be provided for all chemicals used in the performance of the Contract at each location.

All changes/updates to the chemicals utilized shall be submitted for prior approval in writing to the City Contract Manager immediately along with a new SDS.

SCAVENGING

The Contractor shall develop, implement, and maintain adequate procedures to ensure that employee(s) do not scavenge through any personal belongings or City items.

SOLICITING

The Contractor shall develop, implement, and maintain adequate procedures to ensure that employee(s) do not solicit any services from City staff or on any City property.

SAFETY

The Contractor shall be responsible for ensuring that any work performed in connection with the Contract shall conform to the guidelines set forth by the Occupational Safety and Health Administration.

The Contractor shall submit to the City Contract Manager a program for safety. This program shall include the specific action the Contractor shall take to train its employees in:

1. Safe work habits
2. Safe use of cleaning chemicals
3. Safe use of cleaning equipment
4. Recognizing hazardous or other materials that are not permitted for use in the Contract.
5. Slip and falls.
6. Use of Personal Protective Equipment (PPE)

For all operations requiring the placement and movement of the Contractor's equipment, the Contractor shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons or damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel. **No doors shall be propped open at any time.** All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved into the areas where they are required, placed, shifted where necessary, and removed from the areas in such a manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

When the Contractor's employees use any motorized vehicles in connection with the Contract, the Contractor shall instruct its employees that such use shall be in a safe and careful manner, and that all posted speed limits shall be observed.

The Contractor shall display signs when floorwork is being performed in order to notify the public of potential safety hazards. Signs shall be immediately removed once the floor is no longer a potential safety hazard.

The Contractor shall participate in all accident/incident investigations. Participation shall include dispatching the Supervisor within fifteen (15) minutes, where applicable, and a maximum response time of one (1) hour, including holidays, to be on site where the accident/incident occurred. The Contractor shall inspect the area as well as all custodial activities that occurred up until the time of the accident/incident in order to determine if any conditions contributed to the accident/incident. A written report shall be provided to the City Contract Manager within forty-eight (48) hours after the investigation is completed. This report shall provide all of the pertinent information of the accident/incident and the Contractor's findings.

In addition to the above, the Contractor is responsible for obeying all rules and regulations of any governing agency having jurisdiction.

ENERGY CONSERVATION

The Contractor shall comply with all energy conservation practices of the City. The Contractor shall not change thermostat settings at any time. The Contractor shall turn off all lighting when exiting each area of the building. In situations where energy management systems have shut-off lighting, the Contractor may manually turn on lighting, but it is expected that the lighting be turned off again when leaving an area.

INSPECTIONS AND REPORTS

The Contractor shall complete daily check sheets of all services performed at each location for inspection by the City Contract Manager.

The City Contract Manager will schedule a site inspection with the Contractor's Supervisor or designee on an as needed basis. No additional compensation shall be provided to the Contractor for Supervisor inspections. The purpose of the site inspection shall be walking the sites to note adherence with the Contract. The project manager shall generate a written report within five (5) working days.

The Contractor shall maintain a file of all inspections conducted and any corrective action taken. This documentation shall be made available to the City at any time during or after the term of the Contract, for a period of seven (7) years. The Contractor's employees shall notify the City Contract Manager of any missing or damaged furnishings or equipment. In addition, any items requiring maintenance or repair shall be reported to the City Contract Manager. Items such as clogged toilets, leaking pipes, loose tile, in-operative lights, etc., are expected to be reported immediately upon discovery.

STORAGE SPACE

The City may supply at its discretion, limited storage space to the Contractor for storing supplies, materials, and equipment. The City Contract Manager shall designate these areas. The use of City storage facilities shall be on a space available basis. The City is not obligated to provide storage space, and storage for all equipment, supplies, and materials.

The Contractor is ultimately responsible for storage.

The Contractor shall keep its portion of the storage area organized, clean, and free of all debris and in accordance with all applicable fire regulations.

No materials or equipment shall be stored in City facilities other than those designated by the City Contract Manager.

No equipment or materials shall be stored in City facilities that are not directly used for the cleaning purposes stated in the Contract.

No flammable products shall be stored on City property and are the sole responsibility of the Contractor. The Contractor shall provide access to the City Contract Manager for all assigned storage space as requested. Off-site staging of supplies and inventories shall be the responsibility of the Contractor. The storage room shall remain locked.

The City shall not be held responsible for missing supplies, materials, and equipment during the term of the Contract.

SECURITY AND IDENTIFICATION

Security

The Contractor and employees of the Contractor shall take all measures necessary to comply with the security rules and regulations of the City and all Federal, State, and local rules, laws, and regulations.

The Contractor shall ensure that all rooms within buildings are locked after being serviced unless otherwise stated by staff. Exceptions to this are restrooms, interior offices without locks, and areas that are routinely left unlocked.

The Contractor shall report immediately to the City Contract Manager or the on-site City security personnel, the presence of suspicious persons, building system failures, fire, smoke, unusual odors, and conditions indicating theft or break-ins.

The Contractor shall not open locked doors for any person other than custodial staff who has work to perform in the locked room related to the Contract. Permission shall be provided by the City Contract Manager in writing to the Contractor to enter locked areas to perform services at the building occupant's requests. The Contractor shall close and/or lock all doors that it opens in order to provide services and leave the area as originally found unless otherwise requested.

In addition to any other security rules and regulations, the Contractor shall inform its employees of and enforce the following policies:

1. No guns, knives or other dangerous weapons shall be allowed on the premises.
2. No dangerous or illegal drugs or other prohibited substances, including alcohol, shall be allowed on any City property.

The Contractor shall ensure that lost or apparently lost articles, that are found by the Contractor's employees be turned in immediately to the City Contract Manager.

The Contractor shall be given instructions for each building that identifies which doors are to be accessed when entering and exiting the building. This shall be strictly enforced by the City and shall be enforced and reiterated to the Contractor's employees regarding the importance of following these restrictions, to ensure City buildings are secure at all times.

Violations of these policies shall not be tolerated.

Keys

The City shall provide the Contractor with sufficient keys to permit the Contractor to carry out the responsibilities of the Contract.

All keys provided remain the property of the City and shall not be duplicated except by the City Contract Manager. In the event that duplicates are needed, the Contractor shall notify the City Contract Manager.

Any items (e.g., keys, access cards, etc.) which become lost, missing, or stolen, shall be immediately reported to the City Contract Manager.

The Contractor shall be required to sign for each key issued to them and maintain a record of the keys and/or access devices. A key log shall be provided to the City Contract Manager on a monthly basis to ensure the Contractor has safeguards in place to avoid unauthorized access. If the Contractor loses a key, they shall be required to reimburse the City for the cost of labor and material for having duplicates made for non-subscription and subscription keys. Subscription keys lost shall also be subject to the cost of cylinder replacements, if deemed necessary by the City to fully contain any future security concerns.

In the event of lost or misplaced keys, the City Contract Manager shall determine whether a lock change or re-keying is necessary.

The Contractor shall reimburse the City for the total cost (labor and material) of such lock changes, re-keying, and replacement keys, as determined by the City.

NON-PERFORMANCE OF SERVICES/MISCONDUCT OF EMPLOYEE

Contractor non-performance shall be considered to have occurred when services were not performed in accordance with the terms, conditions, and specifications of the Contract and/or the City deemed an employee careless, incompetent, insubordinate, or otherwise objectionable, or whose continued employment on the job is deemed to be contrary to the interests of the City.

In the event of non-performance by the Contractor, the City shall have the right to remedy by the following methods:

1. Notify the Contractor of non-performance and allow the Contractor to correct such item(s) of non-performance. Corrective action for non-performance shall be approved and completed within twenty-four (24) hours from the Contractor's notification; unless the situation is severe, then correction would be required sooner, as determined by the City. If Contractor does not correct non-performance within the specified timeframe, a Vendor Performance Report may be issued and/or a meeting may be scheduled with all parties. The corrective action should not be provided by an employee already on-site fulfilling another scheduled service. The Contractor shall provide additional staff at no additional cost to the City to rectify the issues. A Vendor Performance Report may be issued in instances where non-performance incidents are occurring and/or non-performance has not been corrected in the allocated timeframe and/or the issue involves an employee related incident and/or severity of issue.

2. The City may correct the item of non-performance by any means it deems necessary. Direct costs incurred by the City for the correction may be deducted from payments made to the Contractor and a Vendor Performance Report may be issued.

PAYMENT

Payment will be based on the unit price(s) offered on the bid response page(s). Price shall include, but is not limited to, all supervision, labor, equipment, materials, transportation, shipping charges, surcharges, and other items, facilities, and service(s) necessary to fully and completely accomplish task(s), unless clearly noted herein. The Contractor shall not be compensated for travel time and breaks and shall only be

compensated for services rendered. In the event, the City is closed for an unforeseen event (e.g. hurricane, natural disaster, etc.) and regularly scheduled services are not required, the Contractor shall not be compensated.

INVOICES

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described herein, and is approved by the Project Manager as required under Section XV of the Contract.

For additional services, invoices shall be provided within seven (7) days of the services being rendered. Each invoice shall contain the following:

a) Location name and address
b) Date of service
c) Correct Purchase Order (PO) number
d) Service Provided
e) Service fee if regularly scheduled service
f) The total number of hours including the appropriate hourly rate if for additional services
g) Supporting documentation, if applicable

DEFINITIONS

EMERGENCY RATE: Hourly rate per person paid for additional work required by the City in emergency situations including spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as determined/assigned by the City Contract Manager.

ENVIRONMENTALLY PREFERRED PRODUCTS: Environmentally Preferred Products (EPP) and services have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose.

DAYTIME RESTROOM SERVICE: Daytime restroom cleaning services shall be performed between the hours of 11:00 a.m. – 1:00 p.m., at the locations and frequencies listed under Daytime Restroom Services. In order to accommodate the tenants of the building, work schedules may be modified and are at the sole discretion of the City Contract Manager at no additional cost to the City.

ROUTINE SERVICE: Cleaning services are generally provided after 5:00 p.m. and before 7:00 a.m., Monday through Friday, except where six (6) and seven (7) days of service is indicated. In order to accommodate the tenants of the building, work schedules may be modified and are at the sole discretion of the City Contract Manager at no additional cost to the City. The number of staff for each building is determined by the Contractor who shall be held responsible for completing tasks in accordance with the specifications herein.

ADDITIONAL SERVICE AS NEEDED: Temporary additional service that is not part of the monthly service schedule. When additional work is required by the City, the Contractor shall be paid the hourly rate offered on the bid response page(s) for daytime or project work, depending on the type of extra work required. If the work occurs on a Saturday, Sunday, or holiday, the Contractor shall be paid 1.5 times the hourly rate offered for the actual hours worked.

EMERGENCY SERVICE: Temporary emergency service that is not part of the monthly service schedule. Emergency situations include spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as determined/assigned by the City Contract Manager. When additional work is required by the City for an emergency situation, the Contractor shall be paid the hourly amount as offered on the bid response page(s) for Emergency Rate. The Contractor shall respond within thirty (30) minutes of notification by the City Contract Manager. No additional compensation shall be given to the Contractor on a Saturday, Sunday, or holiday. The Contractor has taken this into consideration when submitting their bid. The only exclusion to this requirement would be hurricane activation which is defined in the **HURRICANE ACTIVATION SERVICE** section.

HURRICANE ACTIVATION SERVICE: Temporary hurricane activation service that is not part of the monthly service schedule. The Contractor shall provide coverage for hurricane preparation, during activation, and post-hurricane (requires custodial staff to remain on site before, during, and after). Custodial staff shall remain on site until the City Contract Manager determines services are no longer required. Additional and/or replacement staff may be required after the storm has passed to assist with post operation. The Contractor shall be paid the price offered on the bid response page(s) for Emergency Rate for the first eight (8) hours. The Contractor shall then be paid 1.5 times the price offered on the bid response page(s) for Emergency Rate, for the duration of the assignment.

CONSUMABLE GOODS:
Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately. Consumable goods shall consist of:

1. Toilet tissue
2. Hand towel rolls - unless a facility has a multifold dispenser.
3. Hand soap
4. Trash liners - clear to fit appropriate receptacles.
5. Toilet seat covers
6. Sanitary napkin disposal bags.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be _____and will terminate two (2) calendar years thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels it has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION V
RENEWAL OPTION

In the event the Contractor offers in writing, prior to the termination of this Contract, to provide the identical materials required in this contract for up to four (4) additional one (1) year periods for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract for up to four (4) additional one (1) year periods.

Economic price adjustments upward or downward may be considered at the time of renewal; adjustments must be agreed upon in writing and signed by both parties. Economic price adjustments may be allowed if the appropriate documentation is provided to substantiate the price adjustment. The City will not allow Contract adjustments up or down to exceed five (5%) combined total in any one (1) year. Any increases/decreases will be effective on the Contract renewal date. The prices will be held firm for the initial term of the Contract. Any future price adjustments agreed upon by both parties in writing will be held firm for each renewal term.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of **$192,921.14 annually**. Payments will be disbursed in the following manner:

Schedule A

ITEM NO.	LOCATION / ADDRESS / SERVICE DAYS PER WEEK / SQUARE FOOTAGE	MONTHLY BID AMOUNT	ANNUAL BID AMOUNT
	Parks and Recreation		(MONTHLY BID AMOUNT X12 MONTHS)
14	Community Center 2195 SW Airoso Blvd. Port St. Lucie, FL. 34984		

	Number of Service Days per Week: 7 Square footage: 28,170	$3,591.83	$43,101.95
15	Minsky Gym 750 SW Darwin Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 7** Square footage: 11,713	$2,238.21	$26,858.50
16	Facilities Maintenance Office, Modular Trailer & Parks Offices & Restrooms 1901 SW Hampshire Ln. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 2** **Square footage: 3,093**	$359.11	$4,309.35
20	Park Department – House 2234 SE Belvedere St. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 1** **Square footage: 1,127**	$289.25	$3,471.05
27	The Saint's Golf Course 2601 SE Morningside Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 7** **Square footage: 11,033**	$1,621.05	$19,452.57
28	Mid-Florida Event Center -Recreation Side 9221 SE Event Center Place Port St. Lucie, FL. 34984		

	Number of Service Days per Week: 7 **Square footage: 47,959**	$4,592.36	$55,108.37
TOTAL ANNUAL AMOUNT BID			**$152,301.78**

ITEM NO.	LOCATION / ADDRESS / SERVICE DAYS PER WEEK / SQUARE FOOTAGE	MONTHLY BID AMOUNT	ANNUAL BID AMOUNT
	Utilities		**(MONTHLY BID AMOUNT X12 MONTHS)**
21	Utilities Administration Systems 1001 SE Prineville St. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 3** **Square footage: 19,636**	$1,267.46	$15,209.57
22	Utilities Pavilion Restrooms Outside 1001 SE Prineville St. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 1** **Square footage: 3,500**	$288.62	$3,463.47
23	Utilities Annex 1001 SE Prineville St. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 3**		

	Square footage: 24,360	$1,403.72	$16,844.59
24	McCarthy Ranch Office Building Including Restrooms 12525 Range Line Dr Port St. Lucie, FL. 34984 **Number of Service Days per Week: 1** **Office Square footage: 1,692** **Restrooms Square footage: 940**	$425.14	$5,101.73
TOTAL ANNUAL AMOUNT BID			**$40,619.36**

AS-NEEDED SERVICES	HOURLY RATE
Additional Services as requested by City Contract Manager	$30.00 per hour
Hurricane Activation Service, as specified.	$30.00 per hour
Emergency Services, as specified.	$30.00 per hour

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described herein, and is approved by the Project Manager as required under Section XV of the Contract.

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

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number, and partial and final release of liens.

All invoices for this Contract are to be sent to cboxill@cityofpsl.com and wmontgomery@cityofpsl.com.

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

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

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

Taxes - Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this Contract.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent, or his designee, as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VIII
CONFORMANCE WITH PROPOSAL

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

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law

or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions, or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

SECTION XI
INSURANCE

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

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

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for

benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability, Business Auto Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20250200 - Janitorial Services."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

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

Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to

notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

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

Pollution Insurance: The Contractor shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. 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.

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

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obliged, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

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

SECTION XII
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to: earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind, or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury, or loss. In the event such actions are taken, the Contractor shall promptly give written notice to the City and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City, a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer, or other person or entity shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Article I, § 24(a), Florida Constitution and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.

2. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Contract.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.

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

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.

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

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

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

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

TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XV
INSPECTION AND CORRECTION OF DEFECTS

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

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

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

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

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

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

SECTION XVI
SCRUTINIZED COMPANIES

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XXVII
CONTRACT ADMINISTRATION

Amendments - The City and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the express intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture - Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors, or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including but not limited to, employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Performance by Industry Standards - The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

Permits, Licenses, and Certifications - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's Contract, and return it with the signed Contract and insurance documents.

Use of Name or Intellectual Property - Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver - Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVIII

ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

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

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies. Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

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

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

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

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

Cleaning Up - The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Contractor shall remove equipment, materials, excess debris, and put the work area in a neat, clean, sanitary, and safe condition by the end of each shift. All disturbed areas shall be restored to existing or better conditions. The Contractor shall only be entitled for payment of authorized areas within the project work limits. The project work limits shall be

established by the City of Port St. Lucie prior to work. Contractor shall make every effort to minimize unnecessary damage. All damaged areas outside the project work limits must be repaired to existing conditions or better, at the cost of the Contractor, prior to payment of invoices. Contractor shall also take care to avoid sprinkler heads and irrigation lines, unless the aforementioned cannot be avoided, in which case irrigation lines will be relocated to cover all grassed areas. This cost is incidental to the clearing and grubbing cost.

Foreman or Superintendent and Workmen – The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful, and reliable workmen with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Contractor shall provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

Labor and Equipment - The Contractor shall utilize experienced personnel who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause to terminate this Contract for cause. Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must be in good operating condition at all times. Include a list of equipment proposed for use (owned and/or leased), with the bid. The City may inspect the equipment prior to awarding the bid, and at any time during the course of the Contract. Safety devices shall be properly installed and maintained at all times the equipment is in use.

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

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

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State, and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

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

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

Access to Work - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City

personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor shall also be responsible to identify and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

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

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

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

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

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

SECTION XIX
ASSIGNMENT

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. The City's consent to any assignment is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption. Contractor shall ensure that any business transaction complies with the terms of this section, and failure to so comply shall render any alleged assignment and/or assumption void.

SECTION XX
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

A. Termination for Cause – The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

II. The Contractor fails to make substantial and timely progress toward performance of the Contract;

III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;

VI. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;

VII. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or

VIII. The Contractor furnished any statement, representation, or certification in connection with

the Contract, which is materially false, deceptive, incorrect, or incomplete.

B. Notice of Default. Except as provided in Section XXIII.C, if there is a default, breach, or noncompliance event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach, default, or noncompliance be remedied within the period specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the City may:

I. Immediately terminate the Contract without additional written notice(s); and/or
II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

C. Irreparable or Irreversible Breach, Default, or Noncompliance. The parties agree that there may be certain breaches, defaults, or acts or omissions of noncompliance that are, by their very nature, irreparable or irreversible. In the event there is a breach, default, or noncompliance that is irreparable or irreversible, the City may immediately take any or all actions listed under Section XXIII.B.I-III, upon notice to Contractor of its decision to exercise such right(s). Whether a breach, default, or noncompliance is irreparable or irreversible will be determined in the sole discretion of the City.

D. Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

E. Conversion of Termination for Cause to Termination for Convenience. If the City terminates this Contract for cause, and the basis for such termination is later found to be insufficient, then the termination shall automatically convert to a termination for convenience.

F. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred dollars ($100.00) as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount thereof. This shall be the City's sole remedy as to these

delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

G. **Consequential Damages under Section 252.505, Florida Statutes.** Pursuant to section 252.505, Florida Statutes, if Contractor breaches this Contract during an emergency recovery period, it must pay a $5,000 penalty and damages as consequential damages. The term "emergency recovery period" mean a one-year period that begins on the date the Governor initially declared a state of emergency for a natural emergency.

SECTION XXI
LAW, VENUE, AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract, arising from this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

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

SECTION XXII
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all its Treasure Coast clients and related Scope of Work.

SECTION XXIII
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXIV
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any event arising from or related to this Contract. Each party expressly waives its right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXV
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXVI
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXVII
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXVIII
AUDITS

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

reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

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

SECTION XXIX
ORDER OF PREFERENCE

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Contractor attached hereto), the E-Bid (including any subsequent addenda and written responses to Bidders' 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 this Contract.
(ii) Second, by giving preference to the specific provisions of the E-Bid.
(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 this Contract and shall be given no weight or consideration.

If there is a conflict or inconsistency between Section III - DESCRIPTION OF SERVICES TO BE PROVIDED, and any other provision in this Contract, Section III shall control, but only to the extent to resolve any inconsistency or conflict.

SECTION XXX
CONSTRUCTION

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it shall mean the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXI
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXII
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in accordance with the Venue provision in Section XXI herein.

SECTION XXXIII
NON-EXCLUSIVITY

Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXIV
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXV
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXVI
FEDERAL TERMS AND CONDITIONS

The City reasonably anticipates that there may be federal or state funding that contributes to the services under this Contract. For projects where federal and/or state funding may be used to fund the project in full or in part, there may be additional terms required. Therefore, Contractor additionally agrees to comply with the requirements below, as well as any additional requirements in any grants or other funding documents received by the City in relation to the work performed under the Contract.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Pursuant to 2 CFR 200.327 and Appendix II of 2 CFR 200, the following federal requirements and contract provisions are incorporated herein, where applicable.

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of $10,000 must address termination for cause and for convenience by the City of Port St. Lucie including the manner by which it will be affected and the basis for settlement. Termination for

cause and for convenience by the City, including the manner by which it will be affected and the basis for settlement, is addressed elsewhere in this Contract.

The following Items (1) through (23) are "MANDATED CONDITIONS" that will be incorporated into this Contract, where applicable.

(1) EQUAL OPPORTUNITY EMPLOYMENT

In accordance with 41 C.F.R. §60-1.4(b), the sub-recipient/contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(6) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (5) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient/contractor hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the U.S. Department of the Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(3) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

For contracts to be in compliance with the Contract Work Hours and Safety Standards Act the following are required:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The U.S. Department of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(4) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to

assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

(5) SUSPENSION AND DEBARMENT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Port St. Lucie. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Port St. Lucie, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(6) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such

disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(7) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient/contractor, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient/contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

    1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1 through 5 of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(8) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141–3148)

As required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Wage Decision *is not* applicable to this contract.

(9) PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certification to City of Port St. Lucie. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage for recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand ($10,000) dollars or the value of the quantity acquired during the preceding fiscal year exceeds ten thousand ($10,000) dollars; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Contract performance schedule; meeting Contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(10) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered

telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Title 2 CFR §200.216 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and as adopted by the U.S. Department of Treasury, as used in this clause—

(b) *Prohibitions.*

(1) Section 889(F)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the ARPA to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(11) RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or

nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to comply with the above requirements when applicable.

(12) DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(13) BUILD AMERICA, BUY AMERICA (BABA):

Build America Buy America Act ("BABA"), as amended from time to time, applies a domestic content procurement preference requirement to Federally funded public "infrastructure" projects. It is the responsibility of the Contractor to review the most up to date and current language, terms, and conditions of BABA and to ensure that, if the project triggers BABA requirements, the Contractor is abiding by the domestic content procurement requirements and/or obtaining any applicable waiver. Contractor agrees to indemnify and hold the City harmless in regard to the fulfillment any BABA requirements.

This agreement is for services related to a project that is subject to the Build America, Buy America Act requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022, and Additional Guidance for Implementing the Build American, Buy American Act, August 23, 2023.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the nonfederal entity with each bid or offer for an infrastructure project, unless the federal awarding agency waives a domestic preference requirement.

Contractors and subcontractors certify that no federal financial assistance funding or nonfederal matching funds (if required) for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project were produced in the United States (BABA, Pub. L. No. 117-58, §§ 70901-52). Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with the BABA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the recipient, who will, in turn, forward the disclosures to the federal awarding agency.

For federal financial assistance programs subject to BABA, contractors and subcontractors must sign and submit the attached certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the subrecipient or recipient, as applicable) for each bid or offer for an infrastructure project that does not have an applicable BABA waiver. Contractor shall complete and return a fully executed certification to the City before beginning work on the project.

(14) ACCESS TO RECORDS

The contractor agrees to provide the City of Port St. Lucie, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall maintain records for a period of five (5) years after all funds have been expended or returned to the City of Port St. Lucie, whichever is later.

The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to permit the U.S. Department of the Treasury or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with the Disaster Recovery Act of 2018, the City of Port St. Lucie and the contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the U.S. Department of the Treasury or the Comptroller General of the United States.

(15) CHANGES

To be allowable under the ARPA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

(16) DHS SEAL, LOGO, AND FLAGS

The Contractor must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials.

(17) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders and FEMA policies, procedures and directives.

(18) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

(19) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this Contract.

Any procurement involving funds authorized by Hazard Mitigation Grant Program (HMGP) must comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to C.F.R. Part 200.

(20) INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(21) REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

(22) PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient/Contractor] by the U.S. Department of the Treasury."

(23) COPYRIGHT AND DATA RIGHTS (*If applicable*)

License and Delivery of Works Subject to Copyright and Data Rights

The contractor grants to the City of Port St. Lucie, FL, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City of Port St. Lucie, FL or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the contractor will deliver to the City of Port St. Lucie, FL data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the City of Port St. Lucie, FL.

PART 75—ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

Authority: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).
Source: 85 FR 61562, Sept. 29, 2020, unless otherwise noted.

Subpart A—General Provisions

§ 75.1 Purpose.

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

§ 75.3 Applicability.

(a) ***General applicability.*** Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) ***Public housing financial assistance.*** Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) ***Section 3 projects.***

(i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z–1 or 1701z–2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) ***Contracts for materials.*** Section 3 requirements do not apply to material supply contracts.

(c) ***Indian and Tribal preferences.*** Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) ***Other HUD assistance and other Federal assistance.*** Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

§ 75.5 Definitions.

The terms *HUD, Public housing,* and *Public Housing Agency (PHA)* are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq.*

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

§ 75.7 Requirements applicable to HUD NOFAs for Section 3 covered programs.

All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by § 75.3 will include notice that this part is applicable to the funding and may include, as appropriate for the specific NOFA, points or bonus points for the quality of Section 3 plans.

Subpart B—Additional Provisions for Public Housing Financial Assistance

§ 75.9 Requirements.

(a) ***Employment and training.***

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:

(i) To residents of the public housing projects for which the public housing financial assistance is expended;

(ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;

(iii) To participants in YouthBuild programs; and

(iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) ***Contracting.***

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

(i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

(ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;

(iii) To YouthBuild programs; and

(iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

§ 75.11 Targeted Section 3 worker for public housing financial assistance.

(a) ***Targeted Section 3 worker.*** A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A Youth Build participant.

(b) [Reserved]

§ 75.13 Section 3 safe harbor.

(a) ***General.*** PHAs and other recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary, if they:

(1) Certify that they have followed the prioritization of effort in § 75.9; and

(2) Meet or exceed the applicable Section 3 benchmarks as described in paragraph (b) of this section.

(b) ***Establishing benchmarks.***

(1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the type of public housing financial assistance, or other variables. HUD will update the benchmarks through a document published in the Federal Register, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of PHAs and other recipients meeting benchmarks, as well as other metrics reported pursuant to § 75.15 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per § 75.15(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

(ii) The number of labor hours worked by Targeted Section 3 workers, as defined in § 75.11(a), divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

§ 75.15 Reporting.

(a) ***Reporting of labor hours.***

(1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) PHAs and other recipients reporting under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) ***Additional reporting if Section 3 benchmarks are not met.*** If the PHA's or other recipient's reporting under paragraph (a) of this section indicates that the PHA or other recipient has not met the Section 3 benchmarks described in § 75.13, the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.,* resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.,* work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) ***Reporting frequency.*** Unless otherwise provided, PHAs or other recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

(d) ***Reporting by Small PHAs.*** Small PHAs may elect not to report under paragraph (a) of this section. Small PHAs that make such election are required to report on their qualitative efforts, as described in paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.17 Contract provisions.

(a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors.

(b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.

(c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of § 75.9, regardless of whether Section 3 language is included in contracts.

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§ 75.19 Requirements.

(a) ***Employment and training.***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) ***Contracting.***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section

3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

§ 75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) ***Targeted Section 3 worker.*** A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or

(ii) A YouthBuild participant.

(b) [Reserved]

§ 75.23 Section 3 safe harbor.

(a) ***General.*** Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in § 75.19; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) ***Establishing benchmarks.***

(1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the Federal Register, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other

metrics reported pursuant to § 75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per § 75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in § 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§ 75.25 Reporting.

(a) ***Reporting of labor hours.***

(1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from

professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) ***Additional reporting if Section 3 benchmarks are not met.*** If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.,* resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.,* work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) ***Reporting frequency.*** Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§ 75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to § 75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in § 75.3(a)(2), the recipient or recipients must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§ 75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor

that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§ 75.33 Compliance.

(a) ***Records of compliance.*** Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) ***Complaints.*** Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) ***Monitoring.*** HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

SECTION XXXVII
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

(Balance of page left intentionally blank)

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

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Purchasing Agent

AK BUILDING SERVICES INC.

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me by [✓] physical presence or [ ] online notarization, this 17 day of July, 2025, by Mark Cedar who is [✓] personally known to me, or who has [ ] produced the following identification:

_____.

_____
Signature of Notary Public

Debra Lorenz
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

DEBRA LORENZ
MY COMMISSION # HH 421144
EXPIRES: November 12, 2027
NOTARY SEAL/STAMP

CITY OF PORT ST. LUCIE
CONTRACT #20250200 – Janitorial Services Contract

This Contract, executed this _____ day of _____, 2025, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City," and **Net Facility Services LLC,4425 Homewood Lane, Lakeland, Florida 33811, 863-602-4278**, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I
RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor to provide Janitorial Services, based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and products/services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and products/services specified and with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email with read receipt, or by Fed-EX, UPS, courier or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

A. The same day, if sent via email with read receipt.

B. Within one (1) day in the case of overnight hand delivery, courier, or services such as Fed-Ex or UPS with guaranteed next day delivery; or,

C. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Contractor: Net Facility Services LLC
Michael Tucker
4425 Homewood Lane
Lakeland, Florida 33811
863-602-4278
admin@netfsllc.com

City Contract Administrator: India Barr
Procurement Contracting Officer I – Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4055
E-mail: lbarr@cityofpsl.com

City Project Manager: Curtis Boxill
Facilities Maintenance Dept.
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone 772-607-3074
Email: cboxill@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

SCOPE OF WORK

The Contractor shall furnish all supervision, labor, material, equipment, tools, chemicals, supplies, Personal Protection Equipment (PPE) items for their staff, and including all incidentals necessary to properly perform the services defined in the Contract which shall be taken into consideration and incorporated into the monthly bid amount for each location. Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately.

Where the term "bid," "E-Bid," "bid response," "bid reply," or the like, is used herein, it shall refer to the Contractor's bid submitted in response to the City's solicitation #20240066, however, with the revised location pricing agreed to by the parties as reflected in Section VI.

Custodial routine services include Daytime Restroom Services as specified herein.

The City will designate a Contract Manager, to schedule, monitor and inspect the performance and progress of services provided under the Contract. The City Contract Manager will be the main point of contact for the Contract. The cleaning procedural recommendations provided herein are minimal requirements and ultimately the Contractor shall perform the required services in accordance with industry standards and shall be held responsible for ensuring method applied is compatible with specific area being cleaned.

CONSUMABLE GOODS

Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately, excluding the following locations:

1. McCarty Ranch Office Building & Restrooms
2. Saints Golf Course
3. MidFlorida Event Center Recreation Side

At these three (3) locations the City will provide the consumable good products for the Contractor to install as needed.

The following supplies shall be provided by the Contractor and installed in existing dispensers and shall conform to standards for Industrial and Institutional Cleaners.

1. Toilet tissue shall be a minimum of two-ply.
2. Hand towels shall be either a roll, multi-fold or c-fold, depending on the dispenser at the facility. Brown towels are not acceptable unless approved by the City Contract Manager.
3. Hand soap.
4. Trash liners (minimum of .3 mils/7 micron) – clear to fit appropriate receptacles.
5. Toilet seat covers.
6. Sanitary napkin disposal bags.

Paper products shall be recyclable items where applicable. Paper products shall meet or exceed the recycled content guidelines by the U.S. Environmental Protection Agency (EPA). The toilet tissue and hand towels shall fit the various dispensers at each facility. The Contractor shall provide the correct size and not manipulate the product to provide a temporary fit.

The City reserves the sole right to refuse the use of or direct discontinuance of any product it determines not effective for its intended use, or harmful to dispensers. The cost of any damage caused, or corrective maintenance required, deemed to be the result of the use of inferior or inappropriate products, shall be deducted from the Contractor's monthly invoice in the form of a credit memo.

Any item substituted during the term of the Contract for any product previously approved shall be submitted to the City Contract Manager for written approval prior to use.

The Contractor shall provide, without cost to the City, samples of consumable items upon request to determine compliance with specifications.

Dispensers for toilet tissue, hand towels, and hand soap shall be furnished and installed by the City.

ROUTINE SERVICE

The Contractor shall provide routine cleaning services generally after 5:00 p.m., Monday through Sunday, to complete all the work as specified herein. In order to accommodate the tenants of the building and/or ensure consistency for the overall work within the location, schedules may be modified (e.g. scheduling routine services prior to 5:00 p.m.; not commencing services until the facility is closed/all staff have left the building, which can sometimes be after 9:00 p.m.) and are at the sole discretion of the City Contract Manager. No additional compensation shall be provided for scheduling, and the Contractor took this into consideration when submitting a bid. The Contractor shall provide an adequate number of staff in order to perform routine services in the allocated amount of time, as determined by the City Contract Manager. Work frequencies shall comply with the "Routine Work Tasks and Frequencies" schedule unless otherwise noted. Routine Service shall include, but not be limited to, the following specifications:

Clean and Disinfect Drinking Fountains

The Contractor shall remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and adjacent areas. Disinfect all porcelain, plastic, and metal surfaces including, but not limited to, the orifice and drain with a germicidal cleaner. Upon completion of cleaning drinking fountains, the entire drinking fountain shall be clean, disinfected, and free of any soil, mineral deposits, streaks, stains, spots, smudges, scale, detergent residue, and debris. All stainless-steel surfaces shall have a polished appearance. Bright metal polishing may be performed by damp wiping using a germicidal cleaner and drying with a suitable cloth. If a polished appearance cannot be produced, metal shall be cleaned only with an approved type of metal cleaner/polish.

Clean and Disinfect Fixtures

The Contractor shall apply germicidal cleaner to all surfaces of washbasins, faucets, handles, valves, toilets, urinals, showers and adjacent surfaces. The Contractor shall use cream cleansers and scrub pads to remove soil not removed by the sponges or cloths and germicidal cleaner. The cleaning applicators used in cleaning and disinfecting toilets, urinals, and other surfaces contaminated with urine or feces, shall be a color readily distinguishable from other applicators used on other surfaces and fixtures. The Contractor shall use a plumbing plunger to unstop clogged toilets. Failure to unstop clogged toilets shall be reported to the City Contract Manager.

Clean and Refill Floor Drains

The Contractor shall use a floor drain brush to clean floor drains and shall remove corrosion and tarnish. The Contractor shall pour water down the floor drain to fill the drain trap and prevent the escape of sewer gas.

De-scale Toilets and Urinals

The Contractor shall use a bowl cleaner or a plumber's stone to remove scale, scum, mineral deposits, rust stain, etc. from the insides of toilet bowls and urinals leaving a clean, shining appearance free of streaks or stains or any deposits. Special attention shall be given to floors around urinals and commodes for elimination of odors and stains, and to provide a uniformly clean appearance throughout. Urinal deodorizers/screens may be required at certain locations and may be requested by the City Contract Manager as needed.

Disinfect All Surfaces

The Contractor shall disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc. by applying a germicidal cleaner.

Polish Stainless Steel, Chrome and Brass

The Contractor shall polish stainless steel, chrome and brass surfaces with appropriate polishes and a soft cloth, so as to not damage or remove any existing signage. Use clean cloths, glass cleaner, detergent and degreaser to remove smudges, fingerprints, marks, streaks, tape, etc. that polish cannot remove. Only water-based cleaners shall be used. Oil based cleaners, such as Sheila Shine, are prohibited.

Dust Furniture/Equipment Surfaces

The Contractor shall remove all dust, lint, litter, dry soil, etc. from the surfaces of chairs, lamps, tables, counters, cabinets, shelves, vending machines, and other types of furniture and surfaces. Workout equipment shall be excluded from dusting unless otherwise requested by the City Contract Manager for an additional fee. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. Typewriters, calculators, computers, staplers, papers, books, personal items, and other similar desk items shall not be disturbed. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.

Dust Building Surfaces

The Contractor shall remove all dust, lint, litter, dry soil, etc. from the surfaces of corners, crevices, molding, ledges, heater convectors, windowsills, fire extinguishers, walls, baseboards, doorframes and sills, ceiling mounted fans, air conditioning and exhaust diffusers, fixtures, partitions, rails, vertical and horizontal blinds and other types of fixtures and surfaces shall be free of all dust. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools. Feather dusters shall not be used.

Spot Clean Building Surfaces

The Contractor shall use clean damp cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, and/or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of ledges, windows, partition glass, windowsills and blinds, fire extinguisher, vents/diffusers, baseboards, walls, doors, doorframes and sills, partitions, rails, and other types of fixtures and surfaces. The Contractor shall perform spot cleaning up to a height of fifteen feet (15') from the floor surfaces at all entry areas consisting of interior and exterior cleaning. The City Contract Manager shall designate artwork that is not to be spot cleaned by the Contractor.

Overhead Dusting

The Contractor shall remove all dust, spider webs, litter, etc., from all fixtures and surfaces from the floor up to fifteen feet (15'). This includes, but is not limited to, exposed surfaces of lights, grilles, light fixtures, pipes, cables, ledges, walls, ceiling, diffusers, vents, etc. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. When performing overhead dusting, dust shall not be allowed to fall from high areas onto furniture and equipment below.

Dust Mop or Sweep Hard Surface Floors

The Contractor shall remove soil and litter from hard surface floors including stairs and stair landings (stairwells) and shall use treated dust mops on resilient tile, terrazzo, and other smooth finished floor surfaces or on rough, unsealed concrete, or other floors where dust mopping is not effective, a broom shall be used. All floor surfaces must be dry prior to dust mopping.

Damp Mop Hard Surface Floors

The Contractor shall dust mop floors prior to damp mopping and shall use detergent solutions and clean mops to remove soil from hard surface floors and baseboards, which cannot be removed by sweeping, dust mopping, or vacuuming. The dirty water shall be disposed of in the proper manner, not into plant beds or turf areas. Dirty water or soiled mops shall not be left in custodial closets overnight. In restrooms, locker rooms, fitness centers, and the City Health Clinic, use of a germicidal cleaner shall be used instead of a detergent solution.

Wet Mop Hard Surface Floors

The Contractor shall dust mop floors prior to wet mopping. The Contractor shall use detergent solution, clean wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders, abrasive pads, and putty knives to remove soil from hard surface floors, which cannot be removed by vacuuming or dust mopping. The Contractor shall use scrub brushes to remove spots and stains not removed by mopping. After the floor has been cleaned, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film, or any observable soil, which can be removed by damp mopping. In restrooms, locker rooms and medical treatment areas, use of a germicidal cleaner shall be used instead of detergent solution. The Contractor shall dispose of all used solution at end of work shift in the proper manner, not into plant beds or turf areas.

Trash and Recycle Material Removal

All receptacles of any type and size shall be emptied and returned to their original positions. This includes any outside receptacles in the general area. Bulky items such as rolls of plans or cardboard boxes that are placed by trash containers and clearly marked as trash, shall be removed. Plastic bags (liners) shall be replaced in all receptacles during each service or as needed. Trash and rubbish shall be emptied into a designated dumpster or receptacle in a way that shall prevent littering adjacent areas. The Contractor shall clean up any spill or litter generated by Contractor's work operations. Upon completion of trash removal, all receptacles and the areas adjacent to them shall be free of trash, spills and foreign substances. The Contractor shall provide the proper equipment to transport trash/recycling to the appropriate collection containers, which at times may be at an adjacent building in the same complex. Trash receptacles, to include totes, shall be cleaned on an as needed basis.

All waste removed from individual containers shall be emptied into a designated trash dumpster, leaving the remaining area free from litter.

The Contractor shall provide appropriate equipment for trash removal so as to avoid the possibility of floor damage due to the dragging of trash bags or containers through buildings. Any damage to carpets and floors caused by dragging bags or containers shall be repaired or replaced solely at the Contractor's expense, and to the satisfaction of the City Contract Manager.

Recyclable material shall be removed by the Contractor and taken to central recycling containers. All plastics, glass, and aluminum receptacles shall have a clear plastic liner and be removed as necessary. If deemed necessary, the City Contract Manager may add additional items to the recycling program.

The Contractor shall instruct its employees to ensure that all materials remain separated, as any mixing of materials shall impair the possibility of recycling. Further, Contractor shall instruct its employees to notify the City Contract Manager when the recycling receptacles contain different materials other than specified.

The Contractor and its employees shall take the necessary precautions to ensure that the recyclable materials do not get wet when transporting the recyclables to the designated collection points, as this impairs recycling.

Removal of recyclable goods shall take place on service days. Custodial staff is not required to separate recycling out of receptacles.

The exterior of all recycling receptacles shall be damp-wiped weekly to remove evident soil. Wet spills on the interior of receptacles shall be removed.

Clean and Refill Dispensers

All dispensers and adjacent areas shall be cleaned and disinfected, including, but not limited to, fill towel, toilet paper, and soap dispensers. All supplies shall conform to existing types of dispensers. Upon completion of cleaning and filling dispensers, all dispenser surfaces shall be clean, free of all soil and streaks, disinfected with germicidal detergent, and full.

Remove Carpet Stains

The Contractor shall use a carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover, and/or wet/dry tank vacuum to remove non-permanent stains from carpeted floors. Blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Spray carpet stain remover onto

the stain and use a utility brush if required. After the stain has dissolved, blot, vacuum, and rub the stain in such a manner as to prevent spreading of the stain.

Spot Clean Furniture

The Contractor shall use clean cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, and/or cream cleansers to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of chairs, cleared surfaces of desks, lamps, tables, cabinets, counters, shelves and other types of furniture and surfaces. Typewriters, calculators, computers, staplers, paper, books, personal items, and other similar desk items shall not be disturbed.

Vacuum Traffic Lanes

The Contractor shall use a carpet vacuum to vacuum traffic patterns and lanes of carpeted floors to remove soil and debris from the carpet surface. After the carpet has been vacuumed, it should have a neat and clean appearance. Corner and baseboards should be free of lint and dust particles.

Vacuum Completely

The Contractor shall use a carpet vacuum to remove all soil and debris from the carpet surface and use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. Elevator floor and door tracks shall be vacuumed. Moisture and dry soil shall be vacuumed from carpeted mats. Use carpet stain remover and gum remover to remove carpet stains and gummy soil from City owned mats. The City Contract Manager will designate mats that are to be cleaned by the Contractor.

Clean Interior / Exterior Glass

The Contractor shall use window cleaning equipment, glass cleaner, stepladders, soft cloths, squeegees, etc., to remove soil, tape, grease, film and stains from the interior and exterior sides of glass in exterior/interior walls, doors, partitions, plexiglass, etc. This requirement applies to all entrance/exit glass surfaces on the first floor, not to exceed fifteen feet (15'). It does not apply to inaccessible interior/exterior windows on the second floor and above. The Contractor shall use glass cleaner, metal polish, detergent, degreaser, soft cloths, ladders and scaffolding as needed, and shall clean interior/exterior glass at times that do not interfere with pedestrian traffic.

Clean Ash Receptacles

Although the facilities for which the Contractor provides custodial services have been designated "non-smoking" facilities, ash receptacles are provided at buildings to provide a means for smokers to discard smoking products. Sand urns and other ash receptacles shall be emptied and wiped clean during each service day. Accumulations of ashes, butts, and foreign material shall be removed from smoking stands and sand urns. The Contractor shall replace discarded sand at no additional cost to the City. Upon completion of this task, all surfaces of ash receptacles shall be uniformly clean without spots, streaks, or smoking material residue. Sand urns shall be clean and free of smoking material and filled to an appropriate level with clean sand, at no additional cost to the City.

Floor Mats

All floor mats located in either the exterior or interior of the facility, shall be vacuumed on service days. Entrance mats shall be lifted to remove soil and moisture underneath and shall then be returned to their normal location after cleaning. No mats shall be placed upon a damp or wet floor surface. Mats shall be repositioned in a manner that shall not jeopardize the safety of the general public or City employees.

Doors

All doors, door handles, door frames, and kick and push plates, shall be cleaned weekly or more frequently if needed, using a micro-fiber cloth dampened in an all-purpose cleaner, unless otherwise specified, to remove all smudges, fingerprints, soil, streaks, and scuff marks. After cleaning, all areas of the door shall present a clean and uniform appearance free from streaks, smudges, dirt, and scuffmarks.

HVAC Supply / Return Vents

All exposed grills and vents shall be wiped with a micro-fiber cloth and damp-wiped weekly. After cleaning, all areas of the grills and vents shall present a clean and uniform appearance free from dust, dirt, and marks.

Walls / Baseboards

All walls/baseboards shall be cleaned as needed unless otherwise specified in these specifications, with a non-abrasive detergent solution to remove all grease and oil deposits, streaks, smudges, and other soil. After washing, the walls/baseboards shall have a uniform appearance free of all grease, soil, tape, decals, contact paper, and graffiti.

Elevator

Elevator cleaning shall be performed on service days and shall be uniformly cleaned with no dust, soil, fingerprints, or smudges. Where floors have resilient type covering, all necessary cleaning operations shall be performed to provide a clean and polished appearance after each cleaning. The Contractor shall perform the following items in cleaning and servicing elevators:

1. Pick up any trash, food, or debris dropped on floors.
2. Spot clean spills using appropriate techniques.
3. Spot clean fingerprints from stainless steel fascia in the elevator landings.
4. Mop floors to remove dirt and stains.
5. Remove gum from floors.
6. Clean walls, car stations, push buttons, and kick panels.
7. Clean door tracks with scrub brush or vacuum cleaner.
8. Clean stainless steel elevator walls and door sills with clean white cloth.
9. Spot clean and polish to remove marks and smudges.
10. Clean all stainless-steel fascia in the elevator lobby.
11. Polish stainless-steel surfaces.
12. Scrub floors.
13. Clean all interior elevator cab windows, all interior windows, and interior/exterior doors.

Entrances

Entrance area cleaning shall be performed on service days and shall include, but not be limited to, the following:

1. All doors, sliding and glass panels, clerestory, and windows, shall be cleaned and then dried with a squeegee to provide a clean, streak/spot/drip free appearance.
2. All debris, including, but not limited to, paper, gum, leaves, cigarette butts, and cobwebs shall be removed daily, both on the inside and outside of the entrance out five feet (5') in front of each entrance on the first floor.
3. All door and window frames, doorknobs, and push bars, shall be cleaned with a cloth dampened with an all-purpose cleaner.
4. All mats shall be vacuumed and returned to their original positions.

Fitness Centers

The fitness centers at the Community Center and MIDFLORIDA Event Center are part of the services in this Contract as fitness-related services into the following tasks: Vacuum all carpets and fitness flooring throughout the fitness centers daily and damp mop all fitness flooring floor daily with Ph neutral cleaner. Perform daily wet mopping of all vinyl, tile, and tuf-flex floors, including those in the fitness centers and multi-purpose room, including mirrors throughout the fitness centers, including those in the fitness center and multi-purpose room. Additionally, clean all mirrors throughout the building including those in the fitness centers and multi-purpose room, twice weekly.

Kitchen and Breakroom

Kitchen and breakroom cleaning shall be performed on service days. A properly cleaned kitchen and breakroom shall be uniformly cleaned and disinfected, as specified herein. The Contractor shall perform the following items in cleaning and servicing kitchens and breakrooms:

1. Remove trash.
2. Vacuum mats and carpeted floors.
3. Sweep hard surface floors.
4. Clean drinking fountain.
5. Wet mop hard surface floors with a germicidal cleaner.
6. Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal cleaner.
7. General clean.
8. Fill towel and soap dispensers.
9. Clean and disinfect all surfaces of fixtures and accessories, damp-wipe all countertops, and scrub sinks.

Disinfecting

The Contractor shall use a germicidal cleaner to clean and disinfect all surfaces of kitchen and break rooms, including cabinets, basins, countertops, tables, walls, dispensers, all exterior surfaces of appliances, and all floor surfaces.

Final Appearance

Upon completion of cleaning and servicing kitchens and breakrooms, trash shall be removed; all surfaces shall be disinfected and shall have no streaks, marks, detergent residue, dirt accumulations, or soiling on any kitchen or coffee room surface; and dispensers shall be full.

NOTE: The Contractor shall not be responsible for cleaning and or maintaining the *inside* of kitchen appliances (e.g., microwaves, refrigerators, toaster, coffee pots, etc.).

Nonspecific Tasks

The Contractor shall perform miscellaneous activities as directed by the City Contract Manager. No tool, piece of equipment, chemical, or supply not normally used in performing routine services, shall be required for such tasks.

Routine Work Tasks and Frequencies, Per Area

Routine Work Tasks	A	B	C	D	E	F	G	H
1. Clean and disinfect drinking fountains	---	---	---	---	D	---	---	D
2. Clean and disinfect fixtures	---	D	---	---	D	---	---	---

3. Clean and refill floor drains	---	D	---	---	---	---	W	---
4. De-scale toilets and urinals	---	D	---	---	---	---	---	---
5. Disinfect all surfaces	---	D	D	D	D	W	---	D
6. Polish stainless steel/chrome/brass	D	D	W	D	D	W	M	D
7. Dust furniture/equipment surfaces	---	D	W	---	W	---	M	D
8. Dust building surfaces	W	D	W	D	D	W	M	D
9. Overhead dusting	---	D	W	W	W	W	M	D
10. Dust mop or sweep hard surface floors	---	D	D	D	D	W	M	D
11. Damp-mop hard surface floors	---	---	D	D	---	---	---	---
12. Wet mop hard surface floors	---	D	W	D	D	W	M	D

Routine Work Tasks	A	B	C	D	E	F	G	H
13. Pick up litter	D	D	D	D	D	D	D	D
14. Trash/recycle material removal	D	D	D	---	D	---	D	D
15. Clean and refill dispensers	---	D	---	---	D	---	---	---
16. Remove carpet stains	---	---	D	D	D	D	---	D
17. Spot clean building surfaces	D	D	D	D	D	W	M	D
18. Spot clean furniture	---	D	D	---	D	---	---	D
19. Vacuum traffic lanes	---	---	D	---	---	---	---	D
20. Vacuum completely	---	---	W	W	D	---	M	D
21. Clean interior/exterior glass/mirrors	W	W	W	---	---	---	---	---
22. HVAC Supply/Return Vents	—	M	M	---	---	---	---	M
23. Walls/Baseboards	—	---	M	---	---	---	---	M

Frequency: D=Daily, W=Weekly, M=Monthly

Areas are defined as:

A. Building Exterior Entrances, Walkways, and Ash Receptacles
B. Restrooms
C. Offices, Work Rooms, Conference Rooms, Copy Rooms, File Rooms, Etc.
D. Elevators
E. Kitchens, Break Rooms and Waiting Areas

F. Stairs and Stairwells
G. Storage – Custodial Closets

Corridors and Lobbies - Entry Level and Areas with Heavy Traffic including Floor Mats

DAYTIME RESTROOM SERVICE

The Contractor shall provide daytime restroom services as indicated in the specifications between the hours of 11:00 a.m. – 1:00 p.m., as follows:

1. City Hall (Building A): All three (3) floors, Monday through Fridays.
2. Building Department (Building B): Two (2) floors, Monday through Fridays.
3. Police Building (Building C): First floor only, seven (7) days per week.

Daytime Restroom Service is <u>in addition</u> to the Routine Restroom Services performed in the evening or after normal office/work hours.

No additional compensation shall be provided for Daytime Restroom Service, and Contractor took this into consideration when submitting its bid. Daytime Restroom Service is incidental to the amounts bid for each location and shall not be paid separately and shall be included in the amount bid for each location for Routine Services.

ADDITIONAL WORK AS NEEDED

When additional work is required by the City, the Contractor shall be paid the hourly rate offered on the bid response page(s) for daytime or project work, depending on the type of additional work required. If the work occurs on a Saturday, Sunday, or holiday, the Contractor shall be paid 1.5 times the hourly rate offered during the hours worked. The City reserves the right to request additional work as needed at any City facility.

EMERGENCY SERVICES AS NEEDED

When additional work is required by the City for an emergency, the Contractor shall be paid the hourly rate as offered on the bid response page(s) for Emergency Rate. The Contractor shall have standby emergency personnel able to respond within thirty (30) minutes of notification by the City Contract Manager.

No additional compensation shall be given to the Contractor on a Saturday, Sunday, or holiday. The Contractor took this into consideration when submitting its bid.

Emergency situations include spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as assigned by the City Contract Manager.

FACILITIES ADDED OR DELETED FROM CONTRACT

The City reserves the right to add or delete facility (building) locations and/or services, temporarily or permanently, to or from the Contract at any time. Deletions shall be at no additional cost or penalty to the City. The price for Routine Services added for a location shall be based on the price bid, per square foot, for a similar type of building on the Bid Response pages.

SPECIAL PROCEDURES

Extra Supplies

The Contractor shall leave an extra supply of toilet paper, hand towels, hand soap, and both large and small plastic bags adequate to prevent depletion of these supplies in the facility before the next routine servicing.

Equipment and Supplies

All equipment at the beginning of the Contract term shall be either new, or if used, in safe, clean, and in proper working condition. The City Contract Manager may reject any used equipment, which does not, in his sole opinion, meet the criteria listed herein. In the event the City Contract Manager rejects the equipment, the Contractor shall, within twenty-four (24) hours, replace such equipment with equipment acceptable to the City Contract Manager.

All necessary cleaning equipment including, but not limited to, power driven floor scrubbing machines, waxing and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, commercial steam cleaners with attachments, etc., needed to properly perform the services defined in the Contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall meet all OSHA and local standards and also meet the approval of the City Contract Manager. All equipment shall be maintained to original factory specifications. Altering of equipment shall not be permitted.

The City Contract Manager may inspect equipment at any time. Defective equipment shall be removed immediately and replaced with proper working equipment within twenty-four (24) hours.

MINIMUM SPECIAL EQUIPMENT REQUIREMENTS

All equipment shall satisfy the minimum specifications established by the City as specified herein, unless otherwise approved by the City in writing.

The Contractor shall supply mop buckets equivalent to a wave brake water bucket which keeps dirty water separate from clean water, helping to reduce the potential for cross-contamination.

The Contractor shall provide industrial vacuums compliant with the following minimum specifications and provide the City with validation of compliance. The vacuum system shall possess filtration efficiency capable of trapping 99% of contaminants as small as 0.3 micron. The Contractor shall comply with manufacturer's specifications for filter bag replacement and follow manufacturer's recommendation for filter change frequency.

The Contractor supplied vacuum shall be of commercial grade, HEPA certified. Filter bag or bagless, must be a (HEPA) high efficiency type. Vacuum can be an upright, canister, or backpack.

Cleaning Equipment
All rotary machines used for buffing purposes shall be hi-speed machines, running at 350 to 1,200 RPM. All rotary machines used for scrubbing purposes shall run between 175 and 350 RPMs only.

When dusting and cleaning is required, micro-fiber cloths shall be used. Feather dusters shall not be used. Micro-fiber mops shall be used to eliminate the scattering of dust.

Electrical Connections
The Contractor shall instruct its employees on the proper manner in which to perform their duties around sensitive equipment. This shall include the identification and usage of the proper electrical circuits to use with the electrical cleaning equipment.

The Contractor shall instruct their employees to use hallway/common area circuit plugs. No office or workstation plugs shall be used to run janitorial machines.

Special consideration shall also be given to:

1. Avoidance of power interruptions to devices.
2. The use of the same circuit by cleaning equipment and sensitive devices at any one given time.
3. The use of only those cleaning products guaranteed to not damage sensitive electronic equipment or devices.

ENVIRONMENT AND CHEMICALS

SAFETY DATA SHEETS

Any item delivered from this Contract must be accompanied by a Safety Data Sheet (SDS) for each facility location. The SDS shall include the following information: (a) The chemical name and the common name of the toxic substance. (b) The hazards or other risks in the use of the toxic substance, including: 1. The potential for fire, explosion, corrosivity, and reactivity; 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and 3. The primary routes of entry and symptoms of overexposure. (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to toxic substances, including appropriate emergency treatment in case of overexposure. (d) The emergency procedure for spills, fire, disposal, and first aid. (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information. (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

All chemicals shall satisfy the minimum specifications including brand equivalencies, established by the City as specified herein, unless otherwise approved by the City in writing.

USE OF ENVIRONMENTALLY PREFERRED PRODUCTS (EPP) AND SERVICES

All chemicals shall be "Green Seal Certified," "EPA'S Safer Choice" or "Designed for the Environment," or otherwise approved in writing by the City Contract Manager.

Any item substituted during the term of the Contract for any product previously approved shall be submitted to the City Contract Manager for written approval prior to use.

Bleach, ammonia, and acid products shall not be used or maintained on premises.

Germicidal Cleaner
Odorless germicidal cleaner shall be used. The product shall not cause any surface deterioration when used properly and shall not cause colors to bleach or bleed. All containers shall be labeled with the hazardous agent noted and necessary precautions indicated.

- Tru-mix Q128 Hard Surface Disinfectant or equal, if and as approved in writing by the City Contract Manager.
- Spartan Clean On The Go hdqC2 or equal, if and as approved in writing by the City Contract Manager.

All-Purpose Cleaner
The cleaner shall be made from high quality soaps, abrasives, and disinfectant agents, uniformly mixed. The product shall not cause any surface deterioration when used properly and shall not cause colors to bleach or bleed.

- Trumix DC2 #2 Neutral Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Spartan Clean by Peroxy (Green Seal) or equal, if and as approved in writing by the City Contract Manager.

Stainless Steel Cleaner
Stainless Steel Cleaner shall be non-toxic, biodegradable, have no petroleum, zero Volatile Organic Compounds (VOC's), be non- abrasive, and non-flammable.

- Fuller Professional Stainless Steel Cleaner Solvent/Water based or equal, if and as approved by the City Contract Manager.
- Claire Water Base Stainless Steel Maintainer or equal, if and as approved in writing by the City Contract Manager.

Prohibited Product: Sheila Shine.

Bowl Cleaner
Non-acid bowl cleaners shall be chemically effective for removal of scale, film, plumber's stone, or organic material and shall not damage the bowls. It shall also clean and deodorize without damaging the finish or fittings. Any bowls, valves, or fixtures damaged shall be replaced by the Contractor, at his sole expense, with

an identical product approved by the City, at no additional cost to the City and to the satisfaction of the City Contract Manager.

- Trumix Q128 Hard Surface Disinfectant or equal, if and as approved in writing by the City Contract Manager.
- LYSOL Hygienic Automatic Toilet Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Professional LYSOL Power Bathroom Cleaner – Soap Scum and Shine or equal, if and as approved in writing by the City Contract Manager.
- Professional LYSOL Disinfectant Basin Tub & Tile Cleaner or equal, if and as approved in writing by the City Contract Manager.

Glass Cleaner

Glass cleaner shall be a blend of synthetic organic detergents, alcohols, solvents, and germicidal components. It shall not contain any perfume, ammonia, or inorganic alkalis.

- Franklin Cleaning Technology Hydrogen Peroxide Multi-Purpose Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Spartan Tribase Multi-Purpose Cleaner (Green Seal) or equal, if and as approved in writing by the City Contract Manager.

Floor Finish, Sealer, and Stripper

All specifications for floor finishes, sealers, and strippers shall conform to the manufacturer's instructions.

Floor finish shall be non-yellowing on the floor and should be milk white in the original container rather than tan. Floor finish, sealers, and strippers shall be low odor.

Floor Sealer / Finish

A product manufactured without heavy metals and ozone-depleting compounds. Low maintenance to UHS burnishing.

- Franklin Green Option Floor Sealer/Finish or equal, if and as approved in writing by the City Contract Manager.
- Franklin Megastar or equal, if and as approved in writing by the City Contract Manager.
- Franklin Quasar or equal, if and as approved in writing by the City Contract Manager.
- Franklin Nova X or equal, if and as approved in writing by the City Contract Manager.
- Franklin De-fense or equal, if and as approved in writing by the City Contract Manager.
- Franklin Cross Link II or equal, if and as approved in writing by the City Contract Manager.
- Trimix DC2 #20 UHS Combo Cleaner/Maintainer or equal, if and as approved in writing by the City Contract Manager.

Carpet Cleaning Chemicals

Carpet Neutralizer:

- Franklin Brown Bee Gone RTU or equal, if or as approved in writing by the City Contract Manager.Carpet shampoo:

- Franklin Super Carpet & Upholstery Shampoo or equal, if or as approved in writing by the City Contract Manager.
- Spartan Plus 5 carpet shampoo or equal, if or as approved by the City Contract Manager.

Carpet extraction solution:
- Franklin Water Extraction Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.

Carpet Defoamer:
- Franklin T.E.T. #18 Defoamer or equal, if and as approved in writing by the City Contract Manager.
- Spartan Defoamer or equal, if and as approved in writing by the City Contract Manager.

Carpet pre-spray/spotter:
- Franklin Answer Multi-Use Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.

Carpet – Bonnet Chemicals:
- Spartan Bonnet and Traffic Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Traffic and Bonnet Cleaner REN07002-MS or equal, if and as approved in writing by the City Contract Manager.

Soil Retardant Chemicals:
- Spartan SPARTAGARD – Carpet Protector or equal, if and as approved in writing by the City Contract Manager.

Dry Foam Cleaning for Floor:
- Spartan Contempo H2O2 Spotting Solution or equal, if and as approved in writing by the City Contract Manager.
- Spartan SSE Carpet Prespray & Spotter or equal, if and as approved in writing by the City Contract Manager.
- Encapsulating Pre-Spray Treatment or equal, if and as approved in writing by the City Contract Manager.
- BETCO FiberPro Dry Foam or equal, if and as approved in writing by the City Contract Manager.

Lockers and Shower Floor Cleaner:
- Virex II 256 or equal, if and as approved in writing by the City Contract Manager.
- Spartan HDQ or equal, if and as approved in writing by the City Contract Manager.

Lockers and Shower Floor Sealer:
- Spartan Between The Lines or equal, if and as approved in writing by the City Contract Manager.
- Betco Floor sealer or equal, if and as approved in writing by the City Contract Manager.

ASBESTOS COMPOSITION FLOOR TILE CLEANING CARE PROCEDURES

The Contractor shall train its employees on the principles and understanding of asbestos tile cleaning procedures in compliance with OSHA and EPA regulations. Asbestos tile cleaning procedures shall apply to floor tile and baseboard cleaning care in all City buildings and facilities built prior to 1980, and any portion of flooring that has been determined by the City to require special procedures.

The Contractor shall provide asbestos awareness training to all employees, at least every year. Any new employee(s) must additionally receive this training before beginning work under this Contract. The Contractor shall certify to the City Contract Manager in writing that employees have received the required awareness training.

BIO-HAZARD WASTE, BLOOD BORNE PATHOGEN MATERIALS

The Contractor shall train its employees on the principles and understandings of bio-hazardous waste. Bio-hazardous waste shall be cleaned, disinfected, decontaminated, and legally disposed of, at no additional cost to the City. Potentially infectious materials may include, but are not limited to, blood, urine, feces, semen, vomit, saliva, needles, diapers, etc.

GENERAL

Contractor's Performance

The Contractor shall provide two (2) telephone numbers, which shall be answered twenty-four (24) hours per day, seven (7) days per week, in case of unsatisfactory performance or in the event of an emergency. When the City has cause or reason to call the Contractor due to unsatisfactory performance or an emergency, the Contractor shall return the call within twenty (20) minutes of the originating call. If the call is not returned within twenty (20) minutes, the City has the right to complete the work with City employees or other vendors, and to levy a deduction from the Contractor's monthly invoice, for actual cost to correct and/or file an unsatisfactory Vendor Performance Report.

Supervision

It is imperative that a strong supervisory support group exists to ensure that high quality standards are maintained, and services are being performed as outlined. The Contractor shall provide responsible on-site supervision whenever its employees are working in connection with the Contract in order to ensure competent performance of work. The Contractor shall designate, at a minimum, one (1) project manager who shall be responsible for the overall operations and ensure all parties are fulfilling their duties and responsibilities. Daily inspections shall be conducted to ensure that the services included in the Contract are being performed and ensure accountability of their staff. Supervision costs shall be incorporated into the Contractor's offer and shall be at no additional cost to the City. Within thirty (30) days of Contract award, the Contractor shall provide an outline of the organizational structure and responsibilities of the specific managers, supervisors, and lead workers who will participate in the Contract. In the event that there are changes to the organizational structure/personnel, the City Contract Manager shall be notified immediately via email. Each individual's participation shall be designated as full-time or part-time participants. Qualifications and experience of each individual should also be included.

The project manager or his designee shall meet with the City Contract Manager at a time and place specified by the City Contract Manager, as requested. All problems and/or complaints shall be handled directly between the City Contract Manager and the Contractor, or the Contractor's Supervisor upon request.

Contractor's employees shall not engage in conversation with City staff that reflects a lack of understanding or consideration for the customers' needs and should direct City staff to contact the City Contract Manager. Employees shall refrain from providing excuses for work not performed.

Cell phones and radios for Contractor's employees shall be furnished by the Contractor at no cost to the City.

The City Contract Manager may require the Contractor to immediately remove any employee/supervisor/manager if the City Contract Manager, in his sole discretion, determines it to be in the best interest of the City.

The Contractor shall perform an inspection of all assigned locations each week. A written inspection form shall be provided to the City Contract Manager prior to the end of the work week during which the inspection was conducted. The format of the written inspection form shall be approved by the City Contract Manager.

PROJECT MANAGER QUALIFICATIONS:

1. Five (5) years' experience in the custodial field and two (2) years' experience as project manager.**(please supply resumes)**
2. Must speak, read, and write English fluently.
3. Must attend meetings with designated City representatives, as required.
4. Must have the ability to prepare and maintain written reports and schedules.

CONTRACTOR'S PERSONNEL

The Contractor shall:

1. Have all personnel be of the utmost integrity and not deviate from their assigned tasks and work areas. The requirements specified herein are only a brief overview of what is expected from the Contractor and shall not be limited to what is outlined.
2. Provide the City with a steady and dependable workforce. Personnel turnover shall be kept to a minimum.
3. Provide competent, trustworthy, and properly trained personnel for their work. The Contractor and its personnel shall be required to comply with all applicable regulations of the City and any other regulations that have jurisdiction.
4. Understand the City Contract Manager reserves the right to prohibit, with or without cause and at his sole discretion, any of the Contractor's personnel from performing services in City facilities or in connection with the Contract.
5. Propose replacement personnel that meets all minimum qualifications specified herein. Replacement personnel shall be provided at no additional cost to the City. The City may reject any replacement if work performance is questionable or unfavorable, in the City's sole discretion. The City will be the sole judge of the qualifications of the proposed replacement personnel. This shall also apply when the Contractor substitutes an employee with a backup in the absence of regularly scheduled staff. The City Contract Manager shall be notified in writing within a reasonable amount of time prior to substitution for approval. Approval must be granted prior to the employee starting servicing the location.
6. Take into consideration that due to the nature of activities conducted at City facilities, the City requires background checks be performed for all employees used in the performance of the

Contract. All employees working on City owned or leased property shall be fingerprinted and issued a badge prior to work. **Background checks and fingerprinting shall be done by the Police Department at no charge to the Contractor. The Contractor shall pay for an employee's lost badge replacement. To verify identification, all onsite staff shall be required to pass a state and national fingerprint-based record checks prior to granting access to the Police Department, IT Department, as well as any designated physically secure locations or controlled areas in accordance with the Criminal Justice Information Services (CJIS) Security Policy Version 5.9.3 (CJISD-ITS-DOC-08140-5.9.3). Each individual onsite staff person shall sign the "FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM," attached.**

7. Instruct their employees that they are not to be assisted or accompanied by non-employees during their shifts or employees not approved to work at the specific location.
8. Notify the City Contract Manager, in writing, immediately of an employee's termination. The employee's access and ID badge shall be returned immediately for processing.
9. Be responsible for ensuring that all custodial staff be able to communicate and take oral direction in English. Day staff working in a group of two (2) or more, shall be required to have a minimum of one (1) staff member able to communicate and take oral direction in English. If it is found there is no one capable of so communicating, the City, at its discretion, has the right to remove the staff from the building and call the Contractor for an immediate replacement.
10. Be responsible for ensuring that its employees do not use City property, including but not limited to, radios, computers, copiers, calculators, and telephones.
11. Be responsible for ensuring that its employees do not read, copy, or disclose, in any fashion any unauthorized materials and/or documents.
12. Be responsible for ensuring that its employees do not disturb papers on desks or open desk drawers and cabinets or any other unauthorized containers.
13. Report to the City any possible theft by employees or any allegations of employee dishonesty immediately after Contractor becomes aware of the theft or allegations of employee dishonesty. Specifically, the Contractor shall inform the City in writing of any report, discovery, or investigation of any theft, fraud, or damage to City or private property.
14. Prohibit any employee from remaining on the job site or working in connection with the Contract, if the employee appears to be under the influence of drugs or alcohol. Drugs or alcohol shall not be permitted in/at any City facility.
15. Not allow the consumption of food or drink in any areas other than those areas designated by the City Contract Manager.
16. Ensure employees shall not sit down, take breaks, or otherwise loiter in any public areas while on duty or off duty, while still in uniform. The Contractor shall instruct its employees to use the break/lunchroom whenever practical in order to minimize loitering in the public areas.
17. Ensure that its employees do not adjust any building thermostats.
18. Not allow employees to loiter or congregate in office areas when they should be working.
19. Ensure that the Contractor's employees notify the City Contract Manager of any missing or damaged furnishings or equipment. In addition, any items requiring maintenance or repair shall be reported to the City Contract Manager. Items such as clogged toilets, leaking pipes, loose tile, in-operative lights, etc., are expected to be reported immediately upon discovery.

CONTRACTOR'S ACCESSIBILITY / CELLPHONES

The Contractor shall return all phone calls, texts, and/or emails from the City Contract Manager within twenty (20) minutes, twenty-four (24) hours per day, seven (7) days per week. In buildings with daytime services, Contractor's employees shall be available utilizing a portable communicable device, which shall be furnished by the Contractor at no additional cost to the City.

TRAINING

The Contractor shall:

1. Maintain a training record for each employee. The training record shall show at a minimum the employee's name, date of employment, and the type and date of each training class attended. The Contractor shall present such records for inspection upon request by the City Contract Manager. The City Contract Manager may from time to time monitor the instruction of such training classes.
2. At a minimum, ensure each employee is trained to perform the requested services outlined and training is performed on a reoccurring basis; is trained in the proper methods and use of tools, chemicals, equipment, and supplies; is trained in restroom cleaning, general office cleaning, and carpet and floor care; OSHA requirements; asbestos awareness training; bio-hazardous waste training; and any other skills or knowledge needed by the employees of the Contractor to safely and adequately perform the services under the Contract.

The Contractor shall provide training to employees at no additional cost to the City.

SCHEDULING, EMPLOYEE WORK HOURS AND WAGES

The Contractor shall be responsible for the scheduling of its employees in order to accomplish the tasks and cleaning requirements at the times designated by the City Contract Manager.

Work shall be scheduled such that it will not disrupt the functions and normal day-to-day procedures of the City facilities and conform to all security requirements in place for each building being serviced.

The City reserves the right to approve and make changes at any time to the schedule for when services are to be provided in order to accommodate the building occupant's needs and requirements. This was taken into consideration by the Contractor when submitting its bid and shall be strictly enforced.

The Contractor shall be responsible for providing sufficient staff to accomplish all stated tasks for routine services within the allotted timeframe the City allows for each building requiring routine service as determined by the City Contract Manager. The Contractor shall conform to the City daytime and project work schedule and shall at all times have on site the required number of staff to complete the services. Once awarded the Contract, the Contractor shall provide a schedule for all locations requiring service, what custodial staff shall be assigned to each location, and shall notify the City Contract Manager of employee leave dates. This list shall be current at all times and when changes are made, the City Contract Manager shall be notified via email prior to any substitution. At no time shall an employee be substituted without prior written approval from the City Contract Manager and without proper clearance (applicable background check and card access, if required at site) for the location requiring service. **If the Contractor does not comply with these requirements, termination may be exercised as this could pose a security breach if unauthorized individuals are granted access.**

HOLIDAYS

The following days are City of Port St. Lucie recognized holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

The dates of the holidays observed change yearly. The Contractor shall check with the City Contract Manager for an exact schedule of when the City observes each holiday, as some buildings do not observe certain holidays and are open. No additional compensation will be provided for scheduled services (i.e. Daytime and Routine) on these days if a location is open. If additional services are requested during a Holiday that are not already part of the regularly scheduled service, the Contractor shall be compensated accordingly for the requested service.

UNIFORMS AND IDENTIFICATION BADGES

The Contractor's employees shall be attired in distinctive, clean, and identifiable uniforms furnished by the Contractor, at the Contractor's sole expense, and approved by the City Contract Manager. They shall be neat and clean in appearance. The uniform shall consist of long pants and a prominent logo on the shirt. No T-shirts or open-toed footwear shall be permitted.

The Contractor's employees shall also always wear an identification badge in plain sight. Any employee found without a badge and in full uniform shall be sent home and the City Contract Manager shall levy a deduction against the Contractor's monthly invoice for any services not performed.

SIGN-IN LOG

The Contractor shall provide a sign-in log form acceptable to the City Contract Manager for each location. The log shall identify the date, arrival and departure time, and employee name and signature. The Contractor shall provide the City with a copy of the attendance record with employee(s) names, and hours worked, when requested by the City Contract Manager.

REQUIRED DOCUMENTATION

All required documentation shall be provided to the City Contract Manager throughout the term of the Contract, including subsequent renewals, unless otherwise noted. Any changes or updates shall be provided to the City Contract Manager.

A Safety Data Sheet (SDS), in compliance with the standards set forth by the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard, shall be provided for all chemicals used in the performance of the Contract at each location.

All changes/updates to the chemicals utilized shall be submitted for prior approval in writing to the City Contract Manager immediately along with a new SDS.

SCAVENGING

The Contractor shall develop, implement, and maintain adequate procedures to ensure that employee(s) do not scavenge through any personal belongings or City items.

SOLICITING

The Contractor shall develop, implement, and maintain adequate procedures to ensure that employee(s) do not solicit any services from City staff or on any City property.

SAFETY

The Contractor shall be responsible for ensuring that any work performed in connection with the Contract shall conform to the guidelines set forth by the Occupational Safety and Health Administration.

The Contractor shall submit to the City Contract Manager a program for safety. This program shall include the specific action the Contractor shall take to train its employees in:

1. Safe work habits
2. Safe use of cleaning chemicals
3. Safe use of cleaning equipment
4. Recognizing hazardous or other materials that are not permitted for use in the Contract.
5. Slip and falls.
6. Use of Personal Protective Equipment (PPE)

For all operations requiring the placement and movement of the Contractor's equipment, the Contractor shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons or damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel. **No doors shall be propped open at any time.** All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved into the areas where they are required, placed, shifted where necessary, and removed from the areas in such a manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

When the Contractor's employees use any motorized vehicles in connection with the Contract, the Contractor shall instruct its employees that such use shall be in a safe and careful manner, and that all posted speed limits shall be observed.

The Contractor shall display signs when floorwork is being performed in order to notify the public of potential safety hazards. Signs shall be immediately removed once the floor is no longer a potential safety hazard.

The Contractor shall participate in all accident/incident investigations. Participation shall include dispatching the Supervisor within fifteen (15) minutes, where applicable, and a maximum response time of one (1) hour, including holidays, to be on site where the accident/incident occurred. The Contractor shall inspect the area

as well as all custodial activities that occurred up until the time of the accident/incident in order to determine if any conditions contributed to the accident/incident. A written report shall be provided to the City Contract Manager within forty-eight (48) hours after the investigation is completed. This report shall provide all of the pertinent information of the accident/incident and the Contractor's findings.

In addition to the above, the Contractor is responsible for obeying all rules and regulations of any governing agency having jurisdiction.

ENERGY CONSERVATION

The Contractor shall comply with all energy conservation practices of the City. The Contractor shall not change thermostat settings at any time. The Contractor shall turn off all lighting when exiting each area of the building. In situations where energy management systems have shut-off lighting, the Contractor may manually turn on lighting, but it is expected that the lighting be turned off again when leaving an area.

INSPECTIONS AND REPORTS

The Contractor shall complete daily check sheets of all services performed at each location for inspection by the City Contract Manager.

The City Contract Manager will schedule a site inspection with the Contractor's Supervisor or designee on an as needed basis. No additional compensation shall be provided to the Contractor for Supervisor inspections. The purpose of the site inspection shall be walking the sites to note adherence with the Contract. The project manager shall generate a written report within five (5) working days.

The Contractor shall maintain a file of all inspections conducted and any corrective action taken. This documentation shall be made available to the City at any time during or after the term of the Contract, for a period of seven (7) years. The Contractor's employees shall notify the City Contract Manager of any missing or damaged furnishings or equipment. In addition, any items requiring maintenance or repair shall be reported to the City Contract Manager. Items such as clogged toilets, leaking pipes, loose tile, in-operative lights, etc., are expected to be reported immediately upon discovery.

STORAGE SPACE

The City may supply at its discretion, limited storage space to the Contractor for storing supplies, materials, and equipment. The City Contract Manager shall designate these areas. The use of City storage facilities shall be on a space available basis. The City is not obligated to provide storage space, and storage for all equipment, supplies, and materials.

The Contractor is ultimately responsible for storage.

The Contractor shall keep its portion of the storage area organized, clean, and free of all debris and in accordance with all applicable fire regulations.

No materials or equipment shall be stored in City facilities other than those designated by the City Contract Manager.

No equipment or materials shall be stored in City facilities that are not directly used for the cleaning purposes stated in the Contract.

No flammable products shall be stored on City property and are the sole responsibility of the Contractor. The Contractor shall provide access to the City Contract Manager for all assigned storage space as requested. Off-site staging of supplies and inventories shall be the responsibility of the Contractor. The storage room shall remain locked.

The City shall not be held responsible for missing supplies, materials, and equipment during the term of the Contract.

SECURITY AND IDENTIFICATION

Security

The Contractor and employees of the Contractor shall take all measures necessary to comply with the security rules and regulations of the City and all Federal, State, and local rules, laws, and regulations.

The Contractor shall ensure that all rooms within buildings are locked after being serviced unless otherwise stated by staff. Exceptions to this are restrooms, interior offices without locks, and areas that are routinely left unlocked.

The Contractor shall report immediately to the City Contract Manager or the on-site City security personnel, the presence of suspicious persons, building system failures, fire, smoke, unusual odors, and conditions indicating theft or break-ins.

The Contractor shall not open locked doors for any person other than custodial staff who has work to perform in the locked room related to the Contract. Permission shall be provided by the City Contract Manager in writing to the Contractor to enter locked areas to perform services at the building occupant's requests. The Contractor shall close and/or lock all doors that it opens in order to provide services and leave the area as originally found unless otherwise requested.

In addition to any other security rules and regulations, the Contractor shall inform its employees of and enforce the following policies:

1. No guns, knives or other dangerous weapons shall be allowed on the premises.
2. No dangerous or illegal drugs or other prohibited substances, including alcohol, shall be allowed on any City property.

The Contractor shall ensure that lost or apparently lost articles, that are found by the Contractor's employees be turned in immediately to the City Contract Manager.

The Contractor shall be given instructions for each building that identifies which doors are to be accessed when entering and exiting the building. This shall be strictly enforced by the City and shall be enforced and reiterated to the Contractor's employees regarding the importance of following these restrictions, to ensure City buildings are secure at all times.

Violations of these policies shall not be tolerated.

Keys

The City shall provide the Contractor with sufficient keys to permit the Contractor to carry out the responsibilities of the Contract.

All keys provided remain the property of the City and shall not be duplicated except by the City Contract Manager. In the event that duplicates are needed, the Contractor shall notify the City Contract Manager.

Any items (e.g., keys, access cards, etc.) which become lost, missing, or stolen, shall be immediately reported to the City Contract Manager.

The Contractor shall be required to sign for each key issued to them and maintain a record of the keys and/or access devices. A key log shall be provided to the City Contract Manager on a monthly basis to ensure the Contractor has safeguards in place to avoid unauthorized access. If the Contractor loses a key, they shall be required to reimburse the City for the cost of labor and material for having duplicates made for non-subscription and subscription keys. Subscription keys lost shall also be subject to the cost of cylinder replacements, if deemed necessary by the City to fully contain any future security concerns.

In the event of lost or misplaced keys, the City Contract Manager shall determine whether a lock change or re-keying is necessary.

The Contractor shall reimburse the City for the total cost (labor and material) of such lock changes, re-keying, and replacement keys, as determined by the City.

NON-PERFORMANCE OF SERVICES/MISCONDUCT OF EMPLOYEE

Contractor non-performance shall be considered to have occurred when services were not performed in accordance with the terms, conditions, and specifications of the Contract and/or the City deemed an employee careless, incompetent, insubordinate, or otherwise objectionable, or whose continued employment on the job is deemed to be contrary to the interests of the City.

In the event of non-performance by the Contractor, the City shall have the right to remedy by the following methods:

1. Notify the Contractor of non-performance and allow the Contractor to correct such item(s) of non-performance. Corrective action for non-performance shall be approved and completed within twenty-four (24) hours from the Contractor's notification; unless the situation is severe, then correction would be required sooner, as determined by the City. If Contractor does not correct non-performance within the specified timeframe, a Vendor Performance Report may be issued and/or a meeting may be scheduled with all parties. The corrective action should not be provided by an employee already on-site fulfilling another scheduled service. The Contractor shall provide additional staff at no additional cost to the City to rectify the issues. A Vendor Performance Report may be issued in instances where non-performance incidents are occurring and/or non-performance has not been corrected in the allocated timeframe and/or the issue involves an employee related incident and/or severity of issue.

2. The City may correct the item of non-performance by any means it deems necessary. Direct costs incurred

by the City for the correction may be deducted from payments made to the Contractor and a Vendor Performance Report may be issued.

PAYMENT

Payment will be based on the unit price(s) offered on the bid response page(s). Price shall include, but is not limited to, all supervision, labor, equipment, materials, transportation, shipping charges, surcharges, and other items, facilities, and service(s) necessary to fully and completely accomplish task(s), unless clearly noted herein. The Contractor shall not be compensated for travel time and breaks and shall only be compensated for services rendered. In the event, the City is closed for an unforeseen event (e.g. hurricane, natural disaster, etc.) and regularly scheduled services are not required, the Contractor shall not be compensated.

INVOICES

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described herein, and is approved by the Project Manager as required under Section XV of the Contract.

For additional services, invoices shall be provided within seven (7) days of the services being rendered. Each invoice shall contain the following:

a) Location name and address
b) Date of service
c) Correct Purchase Order (PO) number
d) Service Provided
e) Service fee if regularly scheduled service
f) The total number of hours including the appropriate hourly rate if for additional services
g) Supporting documentation, if applicable

DEFINITIONS

EMERGENCY RATE: Hourly rate per person paid for additional work required by the City in emergency situations including spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as determined/assigned by the City Contract Manager.

ENVIRONMENTALLY PREFERRED PRODUCTS: Environmentally Preferred Products (EPP) and services have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose.

DAYTIME RESTROOM SERVICE: Daytime restroom cleaning services shall be performed between the hours of 11:00 a.m. – 1:00 p.m., at the locations and frequencies listed under Daytime Restroom Services.

In order to accommodate the tenants of the building, work schedules may be modified and are at the sole discretion of the City Contract Manager at no additional cost to the City.

ROUTINE SERVICE: Cleaning services are generally provided after 5:00 p.m. and before 7:00 a.m., Monday through Friday, except where six (6) and seven (7) days of service is indicated. In order to accommodate the tenants of the building, work schedules may be modified and are at the sole discretion of the City Contract Manager at no additional cost to the City. The number of staff for each building is determined by the Contractor who shall be held responsible for completing tasks in accordance with the specifications herein.

ADDITIONAL SERVICE AS NEEDED: Temporary additional service that is not part of the monthly service schedule. When additional work is required by the City, the Contractor shall be paid the hourly rate offered on the bid response page(s) for daytime or project work, depending on the type of extra work required. If the work occurs on a Saturday, Sunday, or holiday, the Contractor shall be paid 1.5 times the hourly rate offered for the actual hours worked.

EMERGENCY SERVICE: Temporary emergency service that is not part of the monthly service schedule. Emergency situations include spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as determined/assigned by the City Contract Manager. When additional work is required by the City for an emergency situation, the Contractor shall be paid the hourly amount as offered on the bid response page(s) for Emergency Rate. The Contractor shall respond within thirty (30) minutes of notification by the City Contract Manager. No additional compensation shall be given to the Contractor on a Saturday, Sunday, or holiday. The Contractor has taken this into consideration when submitting their bid. The only exclusion to this requirement would be hurricane activation which is defined in the **HURRICANE ACTIVATION SERVICE** section**.**

HURRICANE ACTIVATION SERVICE: Temporary hurricane activation service that is not part of the monthly service schedule. The Contractor shall provide coverage for hurricane preparation, during activation, and post-hurricane (requires custodial staff to remain on site before, during, and after). Custodial staff shall remain on site until the City Contract Manager determines services are no longer required. Additional and/or replacement staff may be required after the storm has passed to assist with post operation. The Contractor shall be paid the price offered on the bid response page(s) for Emergency Rate for the first eight (8) hours. The Contractor shall then be paid 1.5 times the price offered on the bid response page(s) for Emergency Rate, for the duration of the assignment.

CONSUMABLE GOODS:
Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately. Consumable goods shall consist of:

1. Toilet tissue
2. Hand towel rolls - unless a facility has a multifold dispenser.
3. Hand soap
4. Trash liners - clear to fit appropriate receptacles.
5. Toilet seat covers
6. Sanitary napkin disposal bags.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be _____and will terminate two (2) calendar years thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels it has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION V
RENEWAL OPTION

In the event the Contractor offers in writing, prior to the termination of this Contract, to provide the identical materials required in this contract for up to four (4) additional one (1) year periods for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract for up to four (4) additional one (1) year periods.

Economic price adjustments upward or downward may be considered at the time of renewal; adjustments must be agreed upon in writing and signed by both parties. Economic price adjustments may be allowed if the appropriate documentation is provided to substantiate the price adjustment. The City will not allow Contract adjustments up or down to exceed five (5%) combined total in any one (1) year. Any increases/decreases will be effective on the Contract renewal date. The prices will be held firm for the initial term of the Contract. Any future price adjustments agreed upon by both parties in writing will be held firm for each renewal term.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of **$263,851.25 annually**. Payments will be disbursed in the following manner:

Schedule A

Net Facility Services LLC. City Hall			
ITEM NO.	**LOCATION / ADDRESS / SERVICE DAYS PER WEEK / SQUARE FOOTAGE**	**MONTHLY BID AMOUNT**	**ANNUAL BID AMOUNT (MONTHLY BID AMOUNT X12 MONTHS)**
1	City Hall (Building A) 121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 5** **Square footage: 66,828**	$6,514.72	**$80,586.83**
2	Building Department (Building B) 121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 5** **Square footage: 38,734**	$4,537.12	**$56,123.99**
25	Building Department - House 2258 SE Belvedere St. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 1** **Square footage: 2,112**	$280.09	**$3,464.70**
26	City Health Clinic 2266 Best St Port St. Lucie, FL. 34984 **Number of Service Days per Week: 6** **Square footage: 1,957**	$928.53	**$11,485.88**
		Total	**$151,661.40**

Net Facility Services LLC. Public Works			
7	Public Works Administration Building #1 450 SW Thornhill Dr. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 5** **Square footage: 4,400**	$599.46	**$7,415.30**
8	Public Works Building #2 450 SW Thornhill Dr. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 5** **Square footage: 11,660**	$512.49	**$6,339.48**
9	Public Works Building #3 450 SW Thornhill Dr. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 5** **Square footage: 2,400**	$274.76	**$3,398.77**
10	Public Works Building # 4 450 SW Thornhill Dr. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 5** **Square footage: 4,961**	$228.58	**$2,827.53**

11	Public Works Environmental Division Trailer 450 SW Thornhill Dr. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 1** **Square footage: 1,080**	$114.00	**$1,410.18**
12	Public Works Sign Shop 1165 Macedo Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 3** **Square footage: 1,350**	$297.57	**$3,680.93**
13	Public Works Traffic Operations 821 SW Dwyer Ave. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 3** **Square footage: 2,008**	$343.50	**$4,249.08**
			$29,321.26

Net Facility Services, LLC.			
Police Department			
3	Police Building (Building C) 121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week:** **7 for First Floor and 5 for Second and Third Floors** **Square footage: 42,783**	$4,635.63	$57,342.56
	Police Evidence Building		

4	121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 1** **Square footage: 9,540**	$233.70	$2,890.86
5	Police East Station 2000 SE Village Green Dr. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 2** **Square footage: 4,906**	$262.31	$3,244.76
6	Police Athletic League 2101 SE Tiffany Ave. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 3** **Square footage: 4,383**	$791.73	$9,793.67
17	Animal Control 1133 SW South Macedo Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 7** **Square footage: 3,177**	$463.91	$5,738.55
18	City Building 1101 SW South Macedo Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 1** **Square footage: 2,089**	$155.95	$1,929.10
	City Building		

19	1615 SE Sunshine Ave. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 1** **Square footage: 4,181**	$155.95	$1,929.10
Total			**$82,868.59**

AS-NEEDED SERVICES	HOURLY RATE
Additional Services as requested by City Contract Manager	$25.00
Hurricane Activation Service, as specified.	$37.50
Emergency Services, as specified.	$37.50

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described herein, and is approved by the Project Manager as required under Section XV of the Contract.

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

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number, and partial and final release of liens.

All invoices for this Contract are to be sent to cboxill@cityofpsl.com and wmontgomery@cityofpsl.com.

The Contractor shall not be paid additional compensation for any loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties

encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

Taxes - Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this Contract.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent, or his designee, as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VIII
CONFORMANCE WITH PROPOSAL

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

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions, or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may

issue from any lawsuit arising from such claims and losses, including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

SECTION XI
INSURANCE

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

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

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

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

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

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability, Business Auto Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20250200 - Janitorial Services."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

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

Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

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

Pollution Insurance: The Contractor shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. 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.

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

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obliged, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

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

SECTION XII
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to: earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind, or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury, or loss. In the event such actions are taken, the Contractor shall promptly give written notice to the City and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City, a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer, or other person or entity shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Article I, § 24(a), Florida Constitution and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.

2. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Contract.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.

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

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.

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

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

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

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

TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XV
INSPECTION AND CORRECTION OF DEFECTS

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

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

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

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

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

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

SECTION XVI
SCRUTINIZED COMPANIES

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XXVII
CONTRACT ADMINISTRATION

Amendments - The City and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the express intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture - Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors, or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including but not limited to, employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Performance by Industry Standards - The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

Permits, Licenses, and Certifications - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's Contract, and return it with the signed Contract and insurance documents.

Use of Name or Intellectual Property - Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver - Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVIII
ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

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

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies. Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

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

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

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

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

Cleaning Up - The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Contractor shall remove equipment, materials, excess debris, and put the work area in a neat, clean, sanitary, and safe condition by the end of each shift. All disturbed areas shall be restored to existing or better conditions. The Contractor shall only be

entitled for payment of authorized areas within the project work limits. The project work limits shall be established by the City of Port St. Lucie prior to work. Contractor shall make every effort to minimize unnecessary damage. All damaged areas outside the project work limits must be repaired to existing conditions or better, at the cost of the Contractor, prior to payment of invoices. Contractor shall also take care to avoid sprinkler heads and irrigation lines, unless the aforementioned cannot be avoided, in which case irrigation lines will be relocated to cover all grassed areas. This cost is incidental to the clearing and grubbing cost.

Foreman or Superintendent and Workmen – The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful, and reliable workmen with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Contractor shall provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

Labor and Equipment - The Contractor shall utilize experienced personnel who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause to terminate this Contract for cause. Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must be in good operating condition at all times. Include a list of equipment proposed for use (owned and/or leased), with the bid. The City may inspect the equipment prior to awarding the bid, and at any time during the course of the Contract. Safety devices shall be properly installed and maintained at all times the equipment is in use.

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

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

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State, and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

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

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

Access to Work - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor shall also be responsible to identify and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the Contract/plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.
National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

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

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

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

SECTION XIX
ASSIGNMENT

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. The City's consent to any assignment is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption. Contractor shall ensure that any business transaction complies with the terms of this section, and failure to so comply shall render any alleged assignment and/or assumption void.

SECTION XX
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

A. Termination for Cause – The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

II. The Contractor fails to make substantial and timely progress toward performance of the Contract;

III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;

VI. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;

VII. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or

VIII. The Contractor furnished any statement, representation, or certification in connection with

the Contract, which is materially false, deceptive, incorrect, or incomplete.

B. Notice of Default. Except as provided in Section XXIII.C, if there is a default, breach, or noncompliance event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach, default, or noncompliance be remedied within the period specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the City may:

I. Immediately terminate the Contract without additional written notice(s); and/or
II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

C. Irreparable or Irreversible Breach, Default, or Noncompliance. The parties agree that there may be certain breaches, defaults, or acts or omissions of noncompliance that are, by their very nature, irreparable or irreversible. In the event there is a breach, default, or noncompliance that is irreparable or irreversible, the City may immediately take any or all actions listed under Section XXIII.B.I-III, upon notice to Contractor of its decision to exercise such right(s). Whether a breach, default, or noncompliance is irreparable or irreversible will be determined in the sole discretion of the City.

D. Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

E. Conversion of Termination for Cause to Termination for Convenience. If the City terminates this Contract for cause, and the basis for such termination is later found to be insufficient, then the termination shall automatically convert to a termination for convenience.

F. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred dollars ($100.00) as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount thereof. This shall be the City's sole remedy as to these

delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

G. Consequential Damages under Section 252.505, Florida Statutes. Pursuant to section 252.505, Florida Statutes, if Contractor breaches this Contract during an emergency recovery period, it must pay a $5,000 penalty and damages as consequential damages. The term "emergency recovery period" mean a one-year period that begins on the date the Governor initially declared a state of emergency for a natural emergency.

SECTION XXI
LAW, VENUE, AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract, arising from this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

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

SECTION XXII
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all its Treasure Coast clients and related Scope of Work.

SECTION XXIII
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXIV
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any event arising from or related to this Contract. Each party expressly waives its right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXV
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXVI
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXVII
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXVIII
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating

or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

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

SECTION XXIX
ORDER OF PREFERENCE

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Contractor attached hereto), the E-Bid (including any subsequent addenda and written responses to Bidders' 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 this Contract.
(ii) Second, by giving preference to the specific provisions of the E-Bid.
(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 this Contract and shall be given no weight or consideration.

If there is a conflict or inconsistency between Section III - DESCRIPTION OF SERVICES TO BE PROVIDED, and any other provision in this Contract, Section III shall control, but only to the extent to resolve any inconsistency or conflict.

SECTION XXX
CONSTRUCTION

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it shall mean the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXI
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXII
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in accordance with the Venue provision in Section XXI herein.

SECTION XXXIII
NON-EXCLUSIVITY

Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXIV
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXV
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXVI
FEDERAL TERMS AND CONDITIONS

The City reasonably anticipates that there may be federal or state funding that contributes to the services under this Contract. For projects where federal and/or state funding may be used to fund the project in full or in part, there may be additional terms required. Therefore, Contractor additionally agrees to comply with the requirements below, as well as any additional requirements in any grants or other funding documents received by the City in relation to the work performed under the Contract.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Pursuant to 2 CFR 200.327 and Appendix II of 2 CFR 200, the following federal requirements and contract provisions are incorporated herein, where applicable.

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of $10,000 must address termination for cause and for convenience by the City of Port St. Lucie including the manner by which it will be affected and the basis for settlement. Termination for cause and for convenience by the City, including the manner by which it will be affected and the basis for settlement, is addressed elsewhere in this Contract.

The following Items (1) through (23) are "MANDATED CONDITIONS" that will be incorporated into this Contract, where applicable.

(1) EQUAL OPPORTUNITY EMPLOYMENT

In accordance with 41 C.F.R. §60-1.4(b), the sub-recipient/contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This

provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(6) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (5) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient/contractor hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the U.S. Department of the Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(3) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

For contracts to be in compliance with the Contract Work Hours and Safety Standards Act the following are required:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The U.S. Department of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(4) <u>CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT</u>

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

(5) SUSPENSION AND DEBARMENT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Port St. Lucie. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Port St. Lucie, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(6) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies

to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(7) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient/contractor, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient/contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

    1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1 through 5 of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses,

and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(8) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141–3148)

As required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ‘‘Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction’’). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Wage Decision *is not* applicable to this contract.

(9) PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certification to City of Port St. Lucie. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage for recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand ($10,000) dollars or the value of the quantity acquired during the preceding fiscal year exceeds ten thousand ($10,000) dollars; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Contract performance schedule; meeting Contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

The contractor also agrees to comply with all other applicable requirements of Section 6002 of

the Solid Waste Disposal Act.

(10) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Title 2 CFR §200.216 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and as adopted by the U.S. Department of Treasury, as used in this clause—

(b) *Prohibitions.*

(1) Section 889(F)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the ARPA to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(11) RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to comply with the above requirements when applicable.

(12) DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(13) BUILD AMERICA, BUY AMERICA (BABA):

Build America Buy America Act ("BABA"), as amended from time to time, applies a domestic content procurement preference requirement to Federally funded public "infrastructure" projects. It is the responsibility of the Contractor to review the most up to date and current language, terms, and conditions of BABA and to ensure that, if the project triggers BABA requirements, the Contractor is abiding by the domestic content procurement requirements and/or obtaining any applicable waiver. Contractor agrees to indemnify and hold the City harmless in regard to the fulfillment any BABA requirements.

This agreement is for services related to a project that is subject to the Build America, Buy America Act requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial

Assistance Programs for Infrastructure, April 18,2022, and Additional Guidance for Implementing the Build American, Buy American Act, August 23, 2023.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the nonfederal entity with each bid or offer for an infrastructure project, unless the federal awarding agency waives a domestic preference requirement. Contractors and subcontractors certify that no federal financial assistance funding or nonfederal matching funds (if required) for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project were produced in the United States (BABA, Pub. L. No. 117-58, §§ 70901-52). Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with the BABA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the recipient, who will, in turn, forward the disclosures to the federal awarding agency.

For federal financial assistance programs subject to BABA, contractors and subcontractors must sign and submit the attached certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the subrecipient or recipient, as applicable) for each bid or offer for an infrastructure project that does not have an applicable BABA waiver. Contractor shall complete and return a fully executed certification to the City before beginning work on the project.

(14) ACCESS TO RECORDS

The contractor agrees to provide the City of Port St. Lucie, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall maintain records for a period of five (5) years after all funds have been expended or returned to the City of Port St. Lucie, whichever is later.

The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to permit the U.S. Department of the Treasury or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with the Disaster Recovery Act of 2018, the City of Port St. Lucie and the contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the U.S. Department of the Treasury or the Comptroller General of the United States.

(15) CHANGES

To be allowable under the ARPA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

(16) DHS SEAL, LOGO, AND FLAGS

The Contractor must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials.

(17) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders and FEMA policies, procedures and directives.

(18) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

(19) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this Contract.

Any procurement involving funds authorized by Hazard Mitigation Grant Program (HMGP) must comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to C.F.R. Part 200.

(20) INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(21) REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

(22) PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient/Contractor] by the U.S. Department of the Treasury."

(23) COPYRIGHT AND DATA RIGHTS (*If applicable*)

License and Delivery of Works Subject to Copyright and Data Rights

The contractor grants to the City of Port St. Lucie, FL, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City of Port St. Lucie, FL or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the contractor will deliver to the City of Port St. Lucie, FL data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the City of Port St. Lucie, FL.

PART 75—ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

Authority: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).
Source: 85 FR 61562, Sept. 29, 2020, unless otherwise noted.

Subpart A—General Provisions

§ 75.1 Purpose.

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

§ 75.3 Applicability.

(a) ***General applicability.*** Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) ***Public housing financial assistance.*** Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) ***Section 3 projects.***

(i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z–1 or 1701z–2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) ***Contracts for materials.*** Section 3 requirements do not apply to material supply contracts.

(c) ***Indian and Tribal preferences.*** Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) ***Other HUD assistance and other Federal assistance.*** Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

§ 75.5 Definitions.

The terms *HUD, Public housing,* and *Public Housing Agency (PHA)* are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq.*

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

§ 75.7 Requirements applicable to HUD NOFAs for Section 3 covered programs.

All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by § 75.3 will include notice that this part is applicable to the funding and may include, as appropriate for the specific NOFA, points or bonus points for the quality of Section 3 plans.

Subpart B—Additional Provisions for Public Housing Financial Assistance

§ 75.9 Requirements.

(a) ***Employment and training.***

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:

(i) To residents of the public housing projects for which the public housing financial assistance is expended;

(ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;

(iii) To participants in YouthBuild programs; and

(iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) ***Contracting.***

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

(i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

(ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;

(iii) To YouthBuild programs; and

(iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

§ 75.11 Targeted Section 3 worker for public housing financial assistance.

(a) ***Targeted Section 3 worker.*** A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A Youth Build participant.

(b) [Reserved]

§ 75.13 Section 3 safe harbor.

(a) ***General.*** PHAs and other recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary, if they:

(1) Certify that they have followed the prioritization of effort in § 75.9; and

(2) Meet or exceed the applicable Section 3 benchmarks as described in paragraph (b) of this section.

(b) ***Establishing benchmarks.***

(1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the type of public housing financial assistance, or other variables. HUD will update the benchmarks through a document published in the Federal

Register, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of PHAs and other recipients meeting benchmarks, as well as other metrics reported pursuant to § 75.15 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per § 75.15(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

(ii) The number of labor hours worked by Targeted Section 3 workers, as defined in § 75.11(a), divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

§ 75.15 Reporting.

(a) ***Reporting of labor hours.***

(1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) PHAs and other recipients reporting under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this

section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) ***Additional reporting if Section 3 benchmarks are not met.*** If the PHA's or other recipient's reporting under paragraph (a) of this section indicates that the PHA or other recipient has not met the Section 3 benchmarks described in § 75.13, the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.,* resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.,* work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) ***Reporting frequency.*** Unless otherwise provided, PHAs or other recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

(d) ***Reporting by Small PHAs.*** Small PHAs may elect not to report under paragraph (a) of this section. Small PHAs that make such election are required to report on their qualitative efforts, as described in paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.17 Contract provisions.

(a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors.

(b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.

(c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of § 75.9, regardless of whether Section 3 language is included in contracts.

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§ 75.19 Requirements.

(a) ***Employment and training.***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) ***Contracting.***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

§ 75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) ***Targeted Section 3 worker.*** A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or

(ii) A YouthBuild participant.

(b) [Reserved]

§ 75.23 Section 3 safe harbor.

(a) ***General.*** Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in § 75.19; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) ***Establishing benchmarks.***

(1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or

may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the Federal Register, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to § 75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per § 75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in § 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§ 75.25 Reporting.

(a) ***Reporting of labor hours.***

(1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from

professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) ***Additional reporting if Section 3 benchmarks are not met.*** If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.,* resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.,* work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) ***Reporting frequency.*** Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§ 75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to § 75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in § 75.3(a)(2), the recipient or recipients must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§ 75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor

that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§ 75.33 Compliance.

(a) ***Records of compliance.*** Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) ***Complaints.*** Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) ***Monitoring.*** HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

SECTION XXXVII
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

(Balance of page left intentionally blank)

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

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Purchasing Agent

NET FACILITY SERVICES LLC.

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Polk)

The foregoing instrument was acknowledged before me by [✓] physical presence or [ ] online notarization, this 21st day of July, 2025, by Michael Tucker who is [ ] personally known to me, or who has [✓] produced the following identification: FL DL.

OLUWAMAYOKUN OLABISI
Notary Public - State of Florida
Commission # HH 307591
My Comm. Expires Aug 31, 2026

_____
Signature of Notary Public

Oluwamayokun Olabisi
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

NOTARY SEAL/STAMP

OLUWAMAYOKUN OLABISI
Notary Public - State of Florida
Commission # HH 307591
My Comm. Expires Aug 31, 2026

CONTRACTOR'S GENERAL INFORMATION WORK SHEET / QUESTIONNAIRE
eBID

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor. The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at 720 NW 7th Terrace, FT Lauderdale, FL 33311 this 10 day of June 2024
(Location)

Name of Organization/Contractor: AK Building Services, Inc.

By: Sharic Cedar, CEO
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? Corporations

2. Firm's name and main office address, telephone and fax numbers

Name: AK Building Services, Inc.
Address: 720 NW 7th Terrace, FT Lauderdale, FL 33311

Telephone Number: 561-471-8817
Fax Number:

3. Contact person: Mark Cedar Email: mcedar@akbuildingservices.net

4. Firm's previous names (if any). N/A

5. How many years has your organization been in business? 20

6. Total number of staff at this location: over 700 Total number of staff on the Treasure Coast: 120

7. Is the Firm a minority business (YES) / NO

If no, is your company planning to implement such a program? _____

8.

- All associated fees are to be included in the base bid.
- All work shall be done in the strict compliance with ALL Federal , State and Local Agencies " Rules and Regulations".

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

Addendum Number	Date Issued	Addendum Number	Date Issued
1	5/16/2024		
2	5/23/2024		
3	5/28/2024		
4	5/28/2024		
5	5/30/2024		
6	6/03/2024		

10. **BID RESPONSE:**

10.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

10.2 Percentage of discount when payment is made with Visa: _____%
*Please Note: The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this project and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 11.3 above and entered on the DemandStar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

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

11. List five (5) Projects for organizations similar to this project completed by your firm in the last 5 years along with a brief description of project, location of project, clients name, phone number, email, value of contract, your firm's percentage of the total contract value as well as the number of change orders and the total change order value.
DO NOT USE the City of Port St Lucie as a reference.

Project Number 1

Project Name:	Cleveland Clinic
Description:	Provide EVS for 30 Cleveland Clinic locations throughout Florida
18 sites in Vero Beach	
Location:	Vero Beach
Client Name and Phone Number:	Rose Mannino cell- 772-532-4665
Email: manninr@ccf.org	
Value of Total Contract:	$1.9 million dollars annually
Date of Completion:	N/A
Firm's Percentage of Total Contract:	N/A
Number of Change Orders:	N/A
Value of Change Orders:	N/A
Was Project Completed on Schedule:	N/A
Was Project Completed within Budget?	N/A

Project Number 2

Project Name: City of Aventura

Description: Janitorial Services for 70,000 Sq. Ft office building and 80,000 Sq. Ft Charter School. Day porters, evening cleaning, special projects, floor care

Location: 19200 West Country Club Drive, Miami, FL 33180
3333 NE 188th Street, Miami, Florida 33181

Client Name and Phone Number: Frank Galletti, Cell- 786-566-7462

Email: gallettif@cityofaventura.com

Value of Total Contract: $485,000 annually

Date of Completion: N/A

Firm's Percentage of Total Contract: N/A

Number of Change Orders: N/A

Value of Change Orders: N/A

Was Project Completed on Schedule: N/A

Was Project Completed within Budget? N/A

Project Number 3

Project Name: Community Credit Union of Florida

Description: Provide Janitorial Services and floor work for 9 branch banks. They have been a customer for six years.

Location: Multiple locations in Treasure Coast

Client Name and Phone Number: Liam Hamning Cell- 321-637-3232

Email: Hamningw@ccuflorida.org

Value of Total Contract: $125,000 annually

Date of Completion: N/A

Firm's Percentage of Total Contract: N/A

Number of Change Orders: N/A

Value of Change Orders: N/A

Was Project Completed on Schedule: N/A

Was Project Completed within Budget? N/A

Project Number 4

Project Name: Health Care District of Palm Beach County

Description: Janitorial Services for six medical facilities in Palm Beach County. Approximately 45,000 Sq. Ft. total. Provide special services and floor work.

Location: Multiple locations

Client Name and Phone Number: June Shipek Cell- 561-345-1510

Email: jshipek@hcdpbc.org

Value of Total Contract: $110,000 annually

Date of Completion: N/A

Firm's Percentage of Total Contract: N/A

Number of Change Orders: N/A

Value of Change Orders: N/A

Was Project Completed on Schedule: N/A

Was Project Completed within Budget? N/A

Project Number 5

Project Name: Space Coast Credit Union

Description: Janitorial Services for 55 Branch locations throughout Florida. Regular evening cleaning, special projects, and floor work. Servicing client for over ten years.

Location: Multiple locations

Client Name and Phone Number: Frank Orduna Cell- 954-294-4641

Email: franco@sccu.com

Value of Total Contract: $1.2 million dollars annually

Date of Completion: N/A

Firm's Percentage of Total Contract: N/A

Number of Change Orders: N/A

Value of Change Orders: N/A

Was Project Completed on Schedule: N/A

Was Project Completed within Budget? N/A

12. How will the Contractor be able to meet the project timeline and budget given the current workload, materials, work force and equipment?

AK Building Services creates a detailed start up plan plan for a smooth transition for janitorial services. Our plan is based on a 4-6 week time frame (condensed if needed) that includes hiring, onboarding, facility walk thrus, equipment and product sourcing, comprehensive training and certifications with the Spartan CleanCheck Program (including safety, cross contamination and microfiber systems, restroom cleaning, proper chemical usage, green cleaning, etc). Tranistion plan also includes setting up job scopes, inspection procedures, administrative, electronic time keeping set up.

13. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where **Failure** to Complete Work Occurred: 0

Project Number 1
Project Name:
Project Location:
Client Name and Phone Number:
Engineer Name and Phone Number:
Date:
Reason:

Insert additional projects if needed.

14. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No (x)

If yes, please explain:

15. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

No litigation

(N/A is not an acceptable answer - insert lines if needed)

16. List any judgments from lawsuits in the last five (5) years:

No Judgements

(N/A is not an acceptable answer - insert lines if needed)

17. List any criminal violations and/or convictions of the Proposer and/or any of its principals:
No criminal violations

(N/A is not an acceptable answer - insert lines if needed)

18. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary.

AK Building Services is a self performing, W2 employee company. The only subcontracting would be for exterior windows above the 1st floor.

19. The Prime Contractor must

- Have five (5) years experience in the custodial field and two (2) years experience as a Project Manager
  YES x or NO _____
- Must Speak ,read and write English fluently
  YES x or NO _____
- Must attend meetings with the designated City representatives as required.
  YES x or NO _____
- Must have the ability to prepare and maintain written reports and schedules.
  YES x or NO _____

Shari Cedar — Signature

CEO — Title

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AK Building Services Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 4

Exemption from FATCA reporting code (if any) NA

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
720 NW 7th Terrace

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Lauderdale, FL 33311

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
2	6	-	3	5	0	9	1	1	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 01/05/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

History & Background of AK Building Services Inc. Leaders

Shari Cedar
Chief Executive Officer

Shari Cedar is the CEO of AK Building Services and is responsible for the company's overall strategic external positioning for marketing, communication, and sales. She also focuses on creating a vibrant, positive, and empowered enterprise culture for the company's approximately 700 employees.

Prior to owning and running AK Building Services, Shari had a successful career in television production, communications, and broadcast journalism, having executive produced national television series for well-known networks like Bravo, History Channel, NBC, MTV, ABC, HGTV, TLC, National Geographic, Discovery, and more.

Her practical knowledge of how to handle high-pressure situations that must be on-time and on-budget is second-to-none and she lends her expertise to many departments of AK Building Services and has made a positive impact on promoting a diverse and inclusive workforce that embraces sustainable, effective cleaning processes.

Mark Cedar
Founder & President

Founder and President of AK Building Services, Mark Cedar, delivers boots-on-the-ground experience and know-how in two very exacting areas: Operations and Finance.

Mark grew up in the cleaning industry - quite literally - sweeping floors and supervising Class A office buildings as early in his life as when he was a high school student where he worked alongside his father, the founder of Action Kleen Systems.

After earning an accounting degree from Bentley College, a master's degree from Northeastern University and a CPA license, Mark spent many years with professional services firms Deloitte & Touche and Price Waterhouse Coopers.

Mark founded AK Building Services with a vision to create a cost-effective janitorial services company that focuses on customer service.

Company Overview

More than a commercial cleaning company. We are a partner, a lifeline, and a family-run network of highly trained experts dedicated to helping you shine.

For more than 25 years, AK Building Services has provided a full range of janitorial services to building owners, facility managers, and businesses throughout Florida. Our company is proud to have forged strong, long-lasting relationships with numerous organizations. With a highly experienced management team and well-trained staff, we have the expertise, experience, and deep resources to provide your business with cleaning services tailored to your specific needs.

Key West to Jacksonville and the West Coast

AK Building Services has its corporate office and operations based in **Fort Lauderdale** and offices/warehouses in:

- **Miami**
- **West Palm Beach**
- **Melbourne**
- **Orlando**

Project Management Plan

AK Building Services will have provide the following management plan and staffing:

- Corporate administrative support.
- Area manager to oversee the entire account.
- Non-Working Supervisor for the entire account
- Working Supervisors for
- Quality Assurance supervisor for inspections.
- Special Projects team for floor work, monthly, quarterly and annual work.
- Day Porters
- Nightly cleaning crew

- Superior management and onsite supervision.
- On going staff training with **CleanCheck training system.**
- Quality Assurance visits with staff and site evaluations through **eHub by team software.**
- Ongoing equipment assessment with qualified technicians.
- Employee recognition programs to inspire and elevate performance.
- Calendar and checklist system to schedule monthly, quarterly and annual work.

Port St. Lucie Organizational Chart (including administrative support)

Administrative & Operational Support team						
	Shari Cedar CEO	**Mark Cedar** President	**Karin Anderson** CFO	**Tavia Lee** Quality Assur. Specialist	**Yocasta Perez** Recruiting & Onboarding	**Executive Assistant** Operations

Port St Lucie					
28 Locations	**Justin Tullos** Area Manager	Non-Working Supervisor	Lead site cleaners	Day Porters	Evening Cleaners

Special Projects & Floor Techs				
All locations	**Nathalie Ames** Special Projects 1	**Carlos Ayes** Special Projects 2	**Osmel Rodriguez** Special Projects 3	**Julio Jimenez** Special Projects 4

Justin Tullos CV

A dedicated Project Manager accountable for the success

Justin Tullos

Area Manager Palm Beach County, Martin and St Lucie County

Justin has nearly 15 years of experience in the janitorial services industry with a focus on municipalities and healthcare. Justin is responsible for overseeing accounts in Martin, St Lucie and Palm Beach Counties. Justin commands excellent supervisory skills and understands how to manage large scale janitorial operations including but not limited to staffing, training, inspections and accountability.

Justin has coordinated daily operations for healthcare facilities, municipalities, corporate headquarters, among others. Justin foster's client satisfaction by preparing accurate service proposals, coordinating manpower/timelines for startups, maintaining building systems. He manages and controls operating expenses, including biweekly staff payroll. Builds high performing employees via effective recruitment, hiring, training, and supervision of service staff and the supervisory team.

Justin oversees account start-ups and stays dedicated to managing the day-to-day operations. He works with on-site supervisors, quality assurance, and special projects teams to ensure that inspections are performed weekly and that the cleaners are following cleaning protocols. Justin is excellent with people, both customers and employees.

Justin earned a degree from Canadian Valley Vocational School with a certification in Building Maintenance. He also has OSHA Safety Procedure certifications.

Tavia Lee CV

Quality Assurance & Resolution Specialist

Tavia Lee

Quality Control Specialist/ Trainer

Tavia Lee, Quality Assurance Specialist and Trainer, oversees our quality assurance and training within AK Building Services. She is laser-focused on ensuring our staff are trained to the highest standards and for the specific needs of clients. Tavia also ensures that all of our work is done performed to those high standards on a regular basis.

Tavia has extensive experience managing processes, training, and quality control in past roles as operations manager, code enforcement officer, and manager with companies like Jani-King International, Southwest Airlines, West Jet Airlines, City of Moss Point, and more. Her background is rich in customer service, compliance, and operations. Her attention to detail, especially within the commercial cleaning industry has been an invaluable asset to our team. Tavia's expertise elevates all of our teams to bring optimal quality and standards to our commercial cleaning operations.

Karin Anderson CV

Chief Financial Officer

Karin Anderson
Chief Financial Officer

Karin Anderson joined AK Building Services as Chief Financial Officer in 2018 and has been instrumental in its financial growth and acquisition strategy . As CFO, Karin has oversight for financial reporting, cash management, legal and corporate matters.

Prior to joining AK Building Services, Karin served as Director of Finance & Operations, CFO, and CEO with many organizations. She has worked for fortune 500 and entrepreneurial companies such as, Blockbuster, AutoNation, ANC Rental Group, Swisher Hygiene Franchise Corp, Cartoon Cuts. She has a depth of knowledge on all areas of finances, human resources, legal, strategic direction, administrative, and operations.

Karin brings not only her extensive experience in finance and operations, but she also brings an overall attention to detail that ensures our operations continue to run at the highest level of excellence. She understands and anticipates the needs and challenges that arise with a large, growing team.

Karin is a huge advocate for education in our local community. She has served on multiple school boards and takes a hands-on approach for the local community.

Inspection Procedures

Provide your inspection procedures including any technical aids used to monitor performance standards

Our management philosophy is always for us to inspect on what we expect from our employees.

AK uses EHub by WinTeam, a specialized employee management system for the janitorial industry with a quality assurance module.

The Quality Assurance module is used to create, manage, and report on Checkpoints. Checkpoints can be used to create and respond to questions, act based on responses, and share results.

- Regularly scheduled quality assurance inspections to monitor cleanliness and identify areas of improvement and deficiencies.
- Regularly generated inspection reports.
- Action plan to remedy area of improvement and deficiencies.
- Follow up inspections.
- Monitored and incentivized response time
- Regularly scheduled rounds with Port St. Lucie staff.
- Unannounced quality assurance checks.
- Always someone available for 24/7 immediate response

Reporting System

AKBS will confirm the following KPI's that shall be used to measure performance:

1. Quality Assurance

- Measure the quality of service and meeting of the job scope through eHub inspection software.

2. Client Satisfaction and Responsiveness

- Results of customer surveys to determine satisfaction
- Monitoring complaints received
- Monitoring compliments received
- Monitoring special requests received and successfully completed by janitorial team

3. Janitorial Team attendance

- Monitoring employee absenteeism through Team Software time keeping.
- Monitoring employee tardiness through Team Software time keeping.

4. Safety

- Monitoring number of accidents during a work shift.
- Monitoring lost work days due to accidents during a work shift.

5. Employee Satisfaction

- Happy employees will work harder. AKBS will measure employee satisfaction through surveys and other metrics.

Emergency and Disaster Response

Should an emergency or disaster situation occur, AK Building Services is fully equipped and prepared to support the recovery of your operation. We will always be available to you promptly and professionally.

A live person will always be available to Port St Lucie 24 hours, 7 days a week. The Area Manager, Operations Manager, and Mark Cedar, owner of AKBS is always available for emergencies.

Once we determine the extent and severity of the damage, we immediately dispatch recovery personnel while keeping Port St. Lucie informed of our procedures and recovery progress.

AK Building Services has a strong team of floor technicians for emergencies. We have trained our employees on how to respond to these emergency floods and how to properly extract and remove water and avoid mold/mildew build up.

AK Building Services has a trained emergency response team and can serve as backup for each other should a catastrophic event occur.

- carpet extractors
- blowers
- humidifiers
- wet vacuums

Emergency Summary:

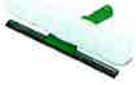
- Fully vetted emergency plan in place.
- On-call team members
- Weekday and weekend rovers
- Available 24/7
- Rapid response program
- Deep bench of cross trained employees

Equipment

AK Building Services equipment technician regularly inspects and maintains equipment to ensure it is in working order. Equipment inspection is part of our quality assurance program. Additionally, AK has back up equipment in our warehouse should anything needed to be swapped out for repair.

	Pro Team Backpack Vacuum		**Rubbermaid®** Janitor Cart Black		**Advance Pacesetter** 17HD Floor Machine
	Clorox 360 Electrostatic Machine		**Minuteman** Carpet extraction machines with a PSI pump		**Kaivac** Bathroom Machine
	Rubbermaid® HYGEN Microfiber Janitorial Kit with Changing Bucket		**Guardian** Equipment Portable Eye Wash Station 16 Gallon		**Brut** Tandem Trash can dolly
			Rubbermaid® Bucket and wringer		**Rubbermaid®** Tilt Cart
	Tennant Wet and Dry Vac		**Brut** 44 gallon barrels		**Sanitaire** Carpet Blowers

Equipment list continued

	Extension Pole duster			**Microfiber cloths**
	Unger Industrial Duster: 30 foot pole			Dumpster Spray to clean and disinfect
	Dust mop and angle brooms			Rubbermaid® Wet Floor Sign - English
	Uline Microfiber Velcro Dust mops and handle			Unger Visa Versa® Squeegee & StripWasher
	Rubbermaid long handled Dust Pans			Microfiber Velcro Wet Mops (color coded)

Employee Training Manual

CleanCheck® TRAINING SYSTEM

AK Building Services utilizes the CleanCheck Training System for employee training. Trainings include, but are not limited to:

- Medical cleaning
- Restroom Care
- Advanced Disinfection
- Microfiber usage
- Cross Contamination
- Floor Care
- General Office Cleaning

An Office Cleaning training manual is attached at the end of the proposal document. Additional training material can be provided upon request.

Additional Specialized Training:

In addition to our core training program, we offer specialized training modules to further enhance the capabilities of our workforce:

- **Hazcom Training**: Our employees undergo Hazard Communication (Hazcom) training to understand and mitigate the risks associated with chemicals used in cleaning processes.
- **Situational Awareness Training:** We prioritize safety through situational awareness training, enabling our employees to identify and respond to potential hazards and emergencies swiftly.
- **Safety Training:** General safety protocols, including the use of personal protective equipment and safe lifting techniques, are covered extensively to ensure a secure working environment.
- **Equipment & Materials Training:** Proficiency in handling cleaning equipment is crucial. Our training ensures employees are adept at operating various tools and maintaining them for optimal performance.
- **Cross Contamination Training:** Building on the foundation of Spartan CleanCheck, this training focuses on preventing cross-contamination in diverse scenarios and environments.

Proactive Training

AK Building Services conducts regular Situational Awareness Training with a certified security expert and facility safety training.

On-site staff are trained to report any suspicious behavior or activity to the on-site supervisor. The guiding narrative is "If you see something say something" and upper management is immediately notified and will respond accordingly. Some examples include:

- Running water in the building.
- Potential slip and fall conditions.
- Cleaners are not authorized to allow entry to anyone not on the cleaning team after hours.
- If a suspicious person is on site notify security immediately.
- Unattended packages or bags must be reported immediately.

AK Building Services keeps a logbook on site to note and report any of the above examples to Port St. Lucie and emails will also be sent to Port St. Lucie representatives.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/8/2023

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

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

PRODUCER Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321	**CONTACT NAME:** Vanessa Marcano **PHONE (A/C, No, Ext):** 954-724-7000 **FAX (A/C, No):** 954-724-7024 **E-MAIL ADDRESS:** vmarcano@keyescoverage.com
INSURED 15777 AK Building Services, Inc. DBA: Cleanall Commercial Cleaning DBA: At Your Service Building Maintenance 720 NW 7th Terrace Fort Lauderdale FL 33311	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty of Ameri — 25674 **INSURER B :** Charter Oak Fire Ins. Co. — 25615 **INSURER C :** Bridgefield Casualty Ins Co — 10335 **INSURER D :** Berkley Regional Insurance Company — 29580 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1165596753 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			660-9P641708	8/1/2023	8/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA-9P641364	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			CUP-9P642914	8/1/2023	8/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		196-55674	8/1/2023	8/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Employee Dishonesty/Crime			BMP-1020993-00	9/1/2023	9/1/2024	Limit	1,000,000

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

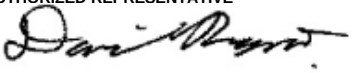
CERTIFICATE HOLDER

INFORMATION ONLY

CANCELLATION 30 Days Notice / 10 Days for Non-Pay

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

AUTHORIZED REPRESENTATIVE



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PORT ST. LUCIE

HEART OF THE TREASURE COAST

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 "Cone of Silence" 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 City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Nadia Tourjee, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Nadia Tourjee, Procurement Agent I with the Procurement Management Department via e-mail ibarr@cityofpsl.com, or by phone 772-344-4055 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 addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the DemandStar's Website for retrieval. All notice of intent to award documentation will be published on the City Clerk's Website. 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 .

Typed Name: Mark Cedar

Signed: _____

Company and Job Title: AK Building Services

Date: July 10, 2025

PORT ST. LUCIE

"A City for All Ages"

E-RFP #20250200
CONTRACTOR'S CODE OF ETHICS

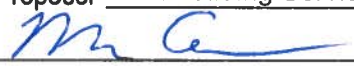
The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards, and enjoys the complete confidence of the public. To achieve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

- A Contractor's bid or proposal will be competitive, consistent, and appropriate to the bid documents.
- A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Contractor 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.
- Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Contractor will not offer or give any gift, item, or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Contractor 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.
- Contractor 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.
- Contractor 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, Contractor must require their suppliers

(including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor 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 AK Building Services

Signature 

Printed Name and Title Mark Cedar, President

Date July 10, 2025

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

PORT ST. LUCIE

"A City for All Ages"

E-Verify Form

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
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
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	MOU# 2184489
Date of Authorization	June 21, 2023
Name of Contractor	AK Building Services
Name of Project	NA
Solicitation Number (If Applicable)	NA

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July 10, 2025 in Fat Lauderdale (city), FL (state).

Signature of Authorized Officer

Mark Cedar, President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 10 DAY OF July, 2025.

NOTARY PUBLIC Debra Lorenz

My Commission Expires: Nov. 12, 2027

NOTARY PUBLIC STATE OF FLORIDA
DEBRA LORENZ
MY COMMISSION # HH 421144
EXPIRES: November 12, 2027

PORT ST. LUCIE

"A City for All Ages"

NON-COLLUSION AFFIDAVIT
E-RFP #20250200

State of Florida)

County of Broward)

Mark Cedar, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of AK Building Services the Proposer that
(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) M. C

(Title) President

PORT ST. LUCIE

"A City for All Ages"

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

The foregoing instrument was acknowledged before me this *(Date)* July 10, 2025

by: Mark Cedar who is personally known to me or who has produced

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

Commission No. HH 421144

Notary Print: Debra Lorenz

Notary Signature: Debra Lorenz

NOTARY PUBLIC STATE OF FLORIDA
DEBRA LORENZ
MY COMMISSION # HH 421144
EXPIRES: November 12, 2027

PORT ST. LUCIE

"A City for All Ages"

DRUG-FREE WORKPLACE FORM
E-RFP #20250200

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

AK Building Services 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.

Contractor's Signature

July 10, 2025
Date

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name:	AK Building Services
Vendor FEIN:	26-3509119
Authorized Representative's Name:	Mark Cedar
Authorized Representative's Title:	President
Address:	720 NW 7th Terrace
City, State and Zip Code:	Fort Lauderdale, Fl 33306
Phone Number:	561-471-8817
Email Address:	mcedar@akbuildingservices.net

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: https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

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

Mark Cedar

Print Name

Signature

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM - #20250200

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Mark Cedar / MC — July 10, 2025

Printed Name/Signature of Contractor Employee — Date

Mark Cedar / MC — July 10, 2025

Printed Name/Signature of Contractor Representative — Date

AK Building Services / President

Organization and Title of Contractor Representative

20250200

BID RESPONSE
CUSTODIAL SERVICES CONTRACT

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the City's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the City in official amendments prior to this date of submittal.

COMPANY NAME: **(Enter the entire legal company name of the bidding entity) (Must be completed)** AK Building Services	DATE: July 10, 2025
*** SIGNATURE**: _____	PRINT NAME: Mark Cedar PRINT TITLE: President
ADDRESS: 720 NW 7th Terrace	
Fort Lauderdale, FL	CITY / STATE:
33306	ZIP CODE:

TELEPHONE # 561-471-8817	EMERGENCY # 347-840-0145	TOLL FREE # na
FAX # na	E-MAIL: mcedar@akbuildingservices.net	
APPLICABLE LICENSE(S) NUMBER # na	TYPE: na	
FEDERAL ID # 26-3509119		

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM - #20250200

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Mark Cedar _____ July 10, 2025

Printed Name/Signature of Contractor Employee Date

Mark Cedar _____ July 10, 2025

Printed Name/Signature of Contractor Representative Date

AK Building Services / President

Organization and Title of Contractor Representative

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM - #20250200

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Mark Cedar / Mark Cedar — July 10, 2025

Printed Name/Signature of Contractor Employee — Date

Mark Cedar / Mark Cedar — July 10, 2025

Printed Name/Signature of Contractor Representative — Date

AK Building Services / President

Organization and Title of Contractor Representative

BID BOND

FCCI Insurance Company
6300 University Parkway, Sarasota, FL 34240-8424

KNOWN ALL BY THESE PRESENTS, That we, AK Building Services, Inc., as Principal, and FCCI Insurance Company, as Surety, are held and firmly bound unto City of Port St. Lucie, as Obligee, in the sum of One Thousand Dollars ($1,000.00) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Janitorial Services eBid Number: 20250200 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 9th day of July, 2025.

AK Building Services, Inc.
(Principal)

By: _____

FCCI Insurance Company

By: _____
Krystle Grilli, Attorney-in-Fact

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Evan Greenfield; Gregory Marsh; David Ragno; Krystle Grilli

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 9th day of July, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

Schedule A		
LOCATION / ADDRESS / SERVICE DAYS PER WEEK / SQUARE FOOTAGE	**MONTHLY BID AMOUNT**	**ANNUAL BID AMOUNT (MONTHLY BID AMOUNT X12 MONTHS)**
Community Center		
2195 SW Airoso Blvd.		
Port St. Lucie, FL. 34984		
Number of Service Days per Week: 7		
Square footage: 28,170	$3,591.83	**$43,101.95**
Minsky Gym		
750 SW Darwin Blvd.		
Port St. Lucie, FL. 34984		
Number of Service Days per Week: 7		
Square footage: 11,713	$2,238.21	**$26,858.50**
Facilities Maintenance Office, Modular Trailer & Parks Offices & Restrooms		
1901 SW Hampshire Ln.		
Port St. Lucie, FL. 34984		
Number of Service Days per Week: 2		
Square footage: 3,093	$359.11	**$4,309.35**
Park Department – House		
2234 SE Belvedere St.		
Port St. Lucie, FL. 34984		
Number of Service Days per Week: 1		
Square footage: 1,127	$289.25	**$3,471.05**
The Saint's Golf Course		
2601 SE Morningside Blvd. Port St. Lucie, FL. 34984		
Number of Service Days per Week: 7		
Square footage: 11,033	$1,621.05	**$19,452.57**
Mid-Florida Event Center -Recreation Side		
9221 SE Event Center Place		

Port St. Lucie, FL. 34984		
Number of Service Days per Week: 7		
Square footage: 47,959	$4,592.36	**$55,108.37**
Utilities Administration Systems 1001 SE Prineville St.		
Port St. Lucie, FL. 34984		
Number of Service Days per Week: 3		
Square footage: 19,636	$1,267.46	**$15,209.57**
Utilities Pavilion Restrooms Outside		
1001 SE Prineville St. Port St. Lucie, FL. 34984		
Number of Service Days per Week: 1		
Square footage: 3,500	$288.62	**$3,463.47**
Utilities Annex		
1001 SE Prineville St.		
Port St. Lucie, FL. 34984		
Number of Service Days per Week: 3		
Square footage: 24,360	$1,403.72	**$16,844.59**
McCarthy Ranch Office Building Including Restrooms		
12525 Range Line Dr		
Port St. Lucie, FL. 34984		
Number of Service Days per Week: 1		
Office Square footage: 1,692		
Restrooms Square footage: 940	$425.14	**$5,101.73**
	TOTAL	**$192,921.14**

AS-NEEDED SERVICES	HOURLY RATE
Additional Services as requested by City Contract Manager	$30.00 per hour
Hurricane Activation Service, as specified.	$30.00 per hour
Emergency Services, as specified.	$30.00 per hour

Proposal presented by *NET Facility Services LLC* for The City of Port St. Lucie - Janitorial Services

eBid: 20250200

7/14/2025

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To Procurement Team et al:

Thank you for the opportunity for ***NET Facility Services LLC*** to present our program for the service of Citywide Janitorial Services for The City of Port St. Lucie. As an introduction to ***NET Facility Services LLC***, and in an effort to provide full transparency to The City of Port St. Lucie, we have included all details for our program and quality control to guarantee success for the city. The city teammates and selfless city service workers occupying the buildings will appreciate our local leadership model along with ***NET Facility Services LLC's*** self-performance program. We hope you appreciate the detail of the program and offer the opportunity to work together for years to come.

NET Facility Services LLC is pleased to submit our proposal and recommendations for the janitorial services for eBid 20240066 - Janitorial Services. Our objectives are to provide the highest quality Janitorial Services at the fairest possible rates. The plans and methods of achieving these goals are outlined in the enclosed proposal.

Primary among our goals is the development and implementation of an aggressive, pro-active quality control program. New systems for training, monthly project reports, status updates and immediate follow-up, comprise the key points of these programs. We use our experience and expertise to optimize the programs we develop for our accounts.

Personnally and professionally, The City of Port St. Lucie is a priority for ***NET Facility Services LLC*** and our team. ***NET Facility Services LLC*** specializes in commercial/private/public, multi-site operations management, and we currently have an outstanding reputation within the industry. We believe that we are best positioned to deliver the high standards required for CofPSL at a most cost-competitive value.

Thank you once again, for the opportunity to present our proposal for Citywide Janitorial Services for The The City of Port St. Lucie.

Thank you,

Michael Tucker

CEO

Letter of Transmittal

Date: 7/14/2025

To: City of Port St. Lucie
Procurement Office

From: Michael Tucker
CEO – *NET Facility Services LLC*
Minority Business Enterprise

RE: Janitorial Services
eBid 20250200

Please find enclosed *NET Facility Services LLC* proposal for City Wide Janitorial Services. Our objectives are to provide the highest quality Janitorial Services at the fairest possible rates. The plans and methods of achieving these goals are outlined in the enclosed proposal. Primary among our goals is the development and implementation of an aggressive, pro-active quality control program. New systems for training, monthly project reports, status updates and immediate follow-up, comprise the key points of these programs. We use our experience and expertise to optimize the programs we develop for our loyal customers.

Regards,

Michael Tucker
CEO - *NET Facility Services LLC*
www.netfsllc.com
863.602.4278

About NET FS LLC

As a company, *NET Facility Services LLC*'s basic operational philosophy can be broken down into five distinct priorities:

1. High Standards, Ethics and Values
2. Organization, Scheduling, Training and Supervision on an Individual Account Basis
3. Proper Follow-up and Support by Area Operations Managers
4. Automation and a General Receptiveness to New Ideas and Changing Systems
5. Personal Attention to Detail and Customer Relations by Top Management

1. OUR VALUES

- Honesty and integrity are paramount to our company's dealing with all people.
- We place a high priority on the human values of the people with whom we work and the customers we serve. A sense of family, incorporating heart, modesty, pride and growth are reflected in our actions.
- We believe in creating long-term value through continuous investment and development in people, relationships, and technology.
- We are committed, credible, accountable, and professional.
- Personal and company profits will be maximized through growth, pride in our work, and unparalleled service.

2. ON-SITE SUPERVISION AND TRAINING

NET Facility Services LLC has now been associated with various commercial janitorial environments since 2010. During our tenure, we have been able to provide consistent, high quality, value driven program. In our business, quality supervision is the number one reason for a successful program. Strong supervision is the key to a successful cleaning program. We hire full-time supervisors with a preference for promoting from within.

We are not a minimum wage company. In most markets, higher productivity and greater goodwill can be achieved by paying as much or more in wages as the competition allows.

As to a work force, we rely upon supplementing our supervisors with a combination of full and part-time labor. Referral is always the best way to hire. We also advertise in local newspapers, radio stations, and job placement centers. Interviews are then held with each individual job applicant and all prospective employees are screened, and job references are fully checked.

Attracting and retaining quality employees is not easily done within our industry. Therefore, proper orientation and training is a key element of the program we offer. Our employees are shown that their work is important and that they are professionals. They will get a fair wage for a day's work. We talk about our customers and the importance of the service we provide. We show that there is room for advancement within our company.

3. Follow-Up and Support

We have designed our operations so that our accounts are serviced regularly by local Operations Managers, from both a cleaning and customer service standpoint. *NET Facility Services LLC* local Operations Managers based throughout central FL. Their collective focus will be on training and supporting the all team members. Moreover, they will visit the property as often as necessary to promote a consistent high-quality level of service

4. Systems Research

Federal has always been at the forefront of new systems as they pertain to the commercial/public/private sectors. Among what we consider our most notable achievements are:

- *NET Facility Services LLC* has a unique expertise in the development of quality control and management operating systems. We have successfully created and implemented a full operating systems and training programs for our project managers and shift supervisor.

- **PAYCHEX FLEX Attendance & Time Keeping**
  - This state of the art time keeping system will allow both NET and the client to continuously track real time labor eliminating any and all payroll inefficiencies thus maximizing all applied labor dollars. This system will also monitor who and how many personnel are at the facility and on the campus at any given time.

5. Personal Attention By Top Management

Our industry is a detail-oriented and highly subjective business. It is our contention that no one cares as much as top management in the success of a cleaning program.

We have designed our operations to give building management immediate access to *NET Facility Services LLC* upper management in any instance. Often, we consider our customer relationships as a partnership. Therefore, *NET Facility Services LLC* executive management, as well as our local managers, will work with your management team to achieve your objectives.

Values

- **Trust, Honesty, Loyalty and Integrity** - Are paramount as we build relationships with vendors and customers and in dealing with each other, and ALL people.
- **Commitment** - Commitment to deliver a great product, service and other initiatives that impact lives both within and outside the organization. We will not over-promise and under-deliver.
- **Leadership** - The courage to lead from the front and shape the future.
- **Ownership** - Taking ownership of the company, customer success, our actions and behaviors. That's why we self-perform our work.
- **Collaboration** - Collaborating within and outside the company to give the best.
- **Service Excellence** - Giving the best and world class service and achieving excellence each passing day.
- **Balance** - Maintaining healthy life and work balance for workers.
- Empowerment - Empowering the employees to take initiative and give the best. Every decision has a financial implication(s).
- **People** - We believe that people are more than commodities, they are the most important assets for our business and yours.
- **Passion** - Putting the heart and mind in the work to get the best and collaboratively working towards the same end game. Give it your best! And never, ever give up.

Vision

We promise to provide you with the best value, service, technology, communication, response, action and follow through for your contract service investment. Our service delivery will continue to be unmatched by any of our competitors. We will continue to be known as the best company in our industry to work for, where employees and customers seek us out for embracing innovation in an industry where innovation is rare.

Self-Performing Organization

NET Facility Services LLC does not subcontract our work**. Because we are 100% customer-focused, we take 100% accountability.** All work bid and proposed will be self-performed.

"THE *NET Facility Services LLC* DIFFERENCE"

Our people, our passion, and our performance – we call this the *NET Facility Services LLC* Difference.

Utilizing best practices derived from over 14 years of combined management experience, *NET Facility Services LLC* delivers consistent, high-quality, value-driven programs. We believe that quality supervision along with empowered, well-trained team members are the reason we have such a successful program. Our services will save you headaches, improve your quality and will deliver better value for your budget.

Experience and Qualifications

- 15 years' experience in multi-site janitorial service operations management in Central FL with over 50M in contracts earned and executed.
- MBE – Minority Business Entity
- Over 250 employees in Central Florida Servicing a wide range of wonderful clients
- NET Operations have presence in Port St. Lucie with a current employee base of 25 teammates servicing more than two dozen customers.
- Extensive talent acquisition experience in geographic market specific to proposal
- Diverse customer portfolio + shared best practices = optimal outcomes

CHASE

- 42 locations serviced through Martin, Port. St. Lucie, and Indian River Counties; *Approx. total sq ft 200k*
- General Nightly Janitorial Services and Floor Care
- Service conducted after busniess hours; 6 days a week

The City of PLANT CITY
EST. 1885
Preserving the Past · Embracing the Future

- City Wide Janitorial Services including but not limited to: PD, City Hall, Animal Control, County Jail, and various smaller city support locations Approx. *300k sq ft*
- Nightly Janitorial Services & Floor care

CITY OF FORT LAUDERDALE

- City Wide Janitorial Services including but not limited to: PD, City Hall, Animal Control, County Jail, and various smaller city support locations Approx. *400k sq ft*
- Provided Day porters at PD and City Hall
- General Nightly Janitorial services

NET

- 18 locations services to include but not limited to: City Hall, Rec Centers, Library and Facilities. *Approx total sq ft 150k*
- Provided Nightly Janitorial Services and Floor Care
- Services conducted 5 days a week

UnitedHealth Group®

- 10 locations services through Martin, Port St. Lucie, and Indian River Counties. *Approx total sq ft 150k*
- Provided Nightly Janitorial Services and Floor Care
- Services conducted 5 days a week

CITY OF
Lakeland
www.lakelandgov.net

10 locations services through Martin, Port St.

- Service 10K sqft Municipal Golf Course including clubhouse, ballroom, and meeting rooms
- Provided Nightly Janitorial Services and Floor Care
- Services conducted 7 days a week

Training

Our objective and focus are to provide our personnel, cleaners, supervisors and managers with the most up to date training in both basic and advanced procedural disciplines.

We have a formalized training program designed for all new employees. A hardcopy training manual is assigned to the new employee on day one when the training process begins. Initially management personnel teach in a classroom environment which includes video and real-life exercises. Next the employee will be assigned to a training route where the employee will work with a supervisor and be shown step by step every cleaning process required to meet ***NET Facility Services LLC*** standards.

Quality control reporting and inspecting, while completed for all employees, is done more frequently during the initial training period. On-going training and supervision are then provided as the new hire is brought up to speed. Only when the new employee has shown an acceptable aptitude for each topic will he or she be assigned their own route. Note: On-going training is a vital part of our methodology and continues throughout the duration of the employee's tenure with the company.

Managerial capabilities are enhanced through our Management Training Program, providing information and exercises to help determine and understand leadership styles, people skills, motivational techniques, regulatory requirements, operational guidelines, etc.

Safety Training

Our safety program far exceeds any other in the industry. Monthly Safety Audits and Inspections are conducted nationwide. We thoroughly investigate all claims, including completion of a root cause analysis. In addition, we are proud to conduct Quarterly Safety Committee meetings with participation from different levels of staff, management, and intercompany departmental representatives. We hold Accident Review Board meetings and provide extensive safety training monthly through our Train the Trainer program. Our intensive safety program combined with an aggressive, collaborative effort in claims management lowers our risk exposure and liability for our company and our vendor partners.

Below are the Janitorial Training modules that are documented at the main office in Lakeland, Fl available anytime at customers request.

1. Training Section 1: Basic Custodial
   - Importance of Cleaning
   - PH Scale & Chemical Handling
   - Right to Know
   - Effective Trashing
   - Effective Dusting
   - Proper Vacuuming
   - Restroom Care & Disinfecting
   - Buffing/Burnishing
   - Carpet Spotting
   - Equipment Care
   - Cleaning Systems
   - Blood Bourne Pathogens & SDS

2. Training Section 2: Advanced Floor Care
   - What is Floor Finish?
   - Spray Buffing
   - Restoring
   - Stripping
   - Applying Finish
   - Extending the Cycle
   - Specialty Floors (Ceramic, Marble, Terrazzo, Rubber, Wood)
   - Scrub & Recoat

3. Training Section 3: Advanced Carpet Care
   - Carpet Types
   - Vacuuming
   - Spotting Procedures
   - Interim Cleaning Procedures
   - Restorative Cleaning
   - Protectors & Deodorizers
   - Indoor Air Quality
   - Low Moisture Cleaning

4. Training Section 4: Management Program
   - Leadership Principles
   - People Skills
   - Motivation
   - Goal Setting/Goals Roll Down
   - Win/Win Confrontations
   - RACI
   - 7 Steps to Problem Solving
   - Building Teamwork
   - Value of a Walk Through
   - Project Job Specs by Zone or Area
   - Employee Evaluation
   - Hiring
   - Organization
   - Time Management / Lost Time Opportunities
   - Progress Alert Program
   - 8 Management Behaviors
   - Budgets
   - Quality Controls
   - Work Assignments

5. Training Section 5: "Green" Cleaning
   - Why Green Cleaning?
   - Green Organization
   - Myths of green Cleaning
   - What is Green Cleaning
   - Green Cleaning Procedures
   - Implementation

Ladder Safety Training

With the right ladder and proper use, working above ground level should be no problem. Make sure you have an appropriate ladder and use correct technique for placement and climbing. Only choose ladders with the UL seal. Ladders commonly come in three materials: aluminum, wood or fiberglass. Aluminum is the most durable, but will conduct electricity, making it dangerous for use around electricity. Wood my rot. Fiberglass is the best combination of durability and non-conductivity

Using a Ladder

- Before using a ladder inspect for cracks or broken joints
- Place ladder on a stable, even, flat surface
- When using a A-frame ladder make sure the brace is locked in place
- Secure tall ladders by fastening to prevent movement
- Always face the ladder when climbing up and down
- Keep both feet on the ladder –never put one foot on a step and other on a different surface
- Never step on the top of the ladder
- Never leave ladders unattended
- Ensure that the steps of ladder are free of debris as well as your shoes
- Avoid placing ladder on a slippery surface
- Only one worker at a time on a ladder
- Use both hands when climbing up and down ladder
- It would be safer to carry tools in a tool belt or handed up to you by a co-worker
- Ensure your shoe laces are tied and not hanging
- When working from a ladder DO NOT over reach, this can cause you to lose your balance
- Do not lean a closed step ladder against a wall to do work
- No one should be working under or near your ladder when you are on it. In case you drop something
- When using a ladder near a door, have a co-worker guard the door, lock the door or prop the door open
- When climbing down a ladder remember the LAST STEP.
- When closing a ladder keep your fingers out of the way of the side arms
- When carrying a ladder around a corner ensure the front is held up, so you don't run into anyone
- When a ladder is used as means of gaining height, the ladder must extend 3 feet above it. NEVER STEP ON THE TOP SHELF.
- Do not use ladders in high winds or storms
- Never jump down from a ladder
- When climbing a ladder it is safest to utilize Three Points of Contact because it minimizes the chances of slipping and falling from the ladder. At all times during ascent or descent, the climber must Face the ladder and have two hands and one foot or two feet and one hand in contact with the ladder steps and/or side rails.

BLOODBORNE PATHOGENS

Bloodborne Pathogens (BBP) like "HIV" which causes Aids and "Hepatitis B" (HBV) can be present in:

- Saliva
- Vaginal secretions
- Vomit
- Other body fluids
- Contaminated paper (tissues, toilet paper, hand towels, feminine hygiene products)
- Contaminated 'sharps' (needles, glass, forks, knives, etc.)

Bloodborne Pathogens can enter the body through:

- Open cuts
- Nicks, skin abrasions
- Mucous membranes of the mouth, nose or eyes

FBS employees may be exposed to these Bloodborne Pathogens, as cleaning and removing trash from restrooms is part of our daily activity. Cleaning spills of vomit or blood may also put our employees at risk.

Because our employees don't know what may contain a BBP in it, all employees must take precautions to prevent exposure to these bacteria.

Employees at ALL times must:

- Use protective gloves (not just one – both hands)
- Use rubber gloves when they are removing trash, cleaning bodily spills
- Use eye/face protection (goggles)
- Cover scrapes, cuts and open sores
- Wash hands thoroughly with soap and water immediately after removing gloves
- Tell their Project Manager or Supervisor if they think they have come in contact with a BBP

Disposable gloves may be used ONCE. When removing gloves, turn them in on themselves and put one glove inside the other before discarding.

PERSONAL PROTECTIVE EQUIPMENT

Net Facility Services Managers and Supervisors are required to train each employee in the use of PPE. Employees must be trained to know at least the following:

- When PPE is necessary
- What PPE is necessary
- How to properly put on, take off, adjust and wear the PPE
- Proper care and disposal of PPE

Our employees may be exposed to some hazards that can pose danger to their eyes and face. Eye protection, gloves and masks should be worn when employees are exposed to chemical products or when they are removing trash, cleaning restrooms or cleaning bodily fluids.

Eye protection: Goggles protect against flying objects, splashes from chemical products, bloodborne hazards, and dust.

Face protection: Masks reduce the risk of inhalation of chemical products, bloodborne hazards and dust.

Gloves: Latex gloves should be worn on both hands when patrolling, dusting, or cleaning. Rubber gloves should be worn when cleaning rest rooms, or cleaning up bodily fluids or bloodborne hazards.

Training assistance: Have a pair of goggles, mask and glove available for demonstration.

WORKPLACE SAFETY

It's all about ATTITUDE!

Take Safety Seriously

Every employee must take safety seriously in order to:

- Avoid accidents that can injure or harm employees and customers
- Avoid exposure to our products or bloodborne pathogens by wearing PPE
- Comply with company work rules

When you take safety seriously, you take advantage of the protections available on the job. The safety procedures, equipment, and information FBS provides include:

- Personal Protective Equipment (PPE) such as gloves, masks and protective eyewear
- Emergency planning and response programs (Emergency Evacuation Plan)
- Safety information such as labeling and MSDS
- Monthly training on how to do your job safely

Take a positive attitude towards safety:

- Take personal responsibility for your own safety and that of your co-workers
- Pay attention to training
- Know and follow safety rules
- Use required PPE
- Give work your full attention
- Keep an eye out for safety hazards. Ask yourself, "what could go wrong here?"
- Put your personal feelings and problems aside while you are working
- Urge your co-workers to follow safety procedures
- Ask questions about any procedure that is not clear
- Report any safety hazards immediately

Training assistance: Ask each participant how they will prepare each day to come to work with a safety attitude

HAZARD COMMUNICATION

OSHA's Hazard Communication Standard (or HAZCOM) requires that everyone who works with chemical products has the right to know about it's hazards and how to protect against those hazards – and the responsibility to use that knowledge to work safely.

MANUFACTURERS must:

- Determine the physical and health hazards of their products
- Identify those hazards and key safety precautions on chemical container labels and the Material Safety Data Sheets (MSDS)

EMPLOYERS must:

- Develop a written hazard communication program, including a list of chemicals used or stored in the facility
- Train employees to identify chemical/product hazards and to use the information trained to reduce risks
- Assure that all products have proper labels and complete, easily available MSDSs. (An MSDS book must be accessible to all employees. DO NOT keep an MSDS book in a locked room or office)

CHEMICALS/PRODUCTS may have HEALTH Hazards:

- CONTACT: Skin or eye contact which may cause burns, rashes or temporary blindness
- INHALATION: Breathing in vapors or fumes, which may cause dizziness, nausea or inability to breathe
- INGESTION: Swallowing which can cause poisoning or damage to internal organs

CONTAINER LABELING AND MSDS: IDENTIFY Product Hazards

- Employees are required to read the labels carefully before starting any job involving a chemical product
- Labels give a brief summary of the potential hazard
- Never use a product if the label is missing or too damaged to read
- MSDS detail the products hazards and signs of exposure, and the procedures and equipment to use to reduce the risk

CONTAINER LABELING AND MSDS DESCRIBE Safety Precautions and Instructions. Safety information may include:

- Handling and storage requirements (e.g. ventilation, avoiding heat exposure)
- Personal Protective Equipment (PPE) to use when using the product
- Signs and Symptoms of exposure that may cause health problems
- How to handle spills and other emergencies involving the products

Quality Control and Management Operating System (MOS) overview

Primary Quality Control and Reporting functions

- Daily, Weekly, Monthly Site Inspections
- Weekly Employee Training
- Monthly Teammate Performance Reviews

We design a site-specific Management Operating System(MOS) for each facility.

The system focuses on the point of execution where the work gets done, sets standards, assigns accountability and generates follow-up for superior results. It's designed to be simple and effective for the employee and most importantly, for the customer.

MOS Reports

Sample Table of Contents

1. General Job Descriptions
2. Daily Managers Report
3. Daily/Weekly Reports & Check Sheets
4. Project Calendar & Project Record
5. Training Procedures & Training Records
6. Incident Reporting Guide
7. Sweep Sheets, Spill & Restroom Logs
8. Equipment Maintenance Log & Inventory
9. MSDS Basic Training
10. Shift Reporting Specifics to Daily Duties
11. Radio and Key Sign-In/Out
12. Employee Register
13. Daily Progress Report
14. Employee Attendance Record
15. Daily Assignment Sheet
16. Weekly Quality Report
17. Quality Control

Quality Control: Nightly, Weekly, Monthly Inspection (example)

Site Description	
Location: City of Port St Lucie	Property Contact:
Teammate on site:	Signature:
	Date:
Date of Report::	
Report Completed by:	

DUST	Satisfactory	Adequate	Poor	COMMENTS
Office Areas				
Heat & Air Vents				
Hallways				
Bookshelves				
Ceiling Fans				
All Light Fixtures				
Over all rating				

CLEAN & DISINFECT	Satisfactory	Adequate	Poor	COMMENTS
High Touch Points				
Restrooms				
Toilets				
Sinks				
Drinking Fountains				
Public Seating Areas				
Horizontal Surfaces				
Storage Area				
Elevator				
Doors				
Turnstyles				
Glass & Mirrors				
Baseboards				
Over all rating				

FLOORS	Satisfactory	Adequate	Poor	COMMENTS
Vacuuming				
Dust Mopping				
Spot Removal				
Carpet Cleaning				
Clean Stairs				
Buff & Reseal				
Tile Floor & Grout				
Over all rating				

	Satisfactory	Adequate	Poor
Dusting			
Cleaning & Disinfecting			
Floors			
Over all rating			

Overall Takeaways and action plan(if needed)

Service Support and Methodology

We at *NET* feel there are 4 key components to achieve high levels of success and consistently meet customer expectations:

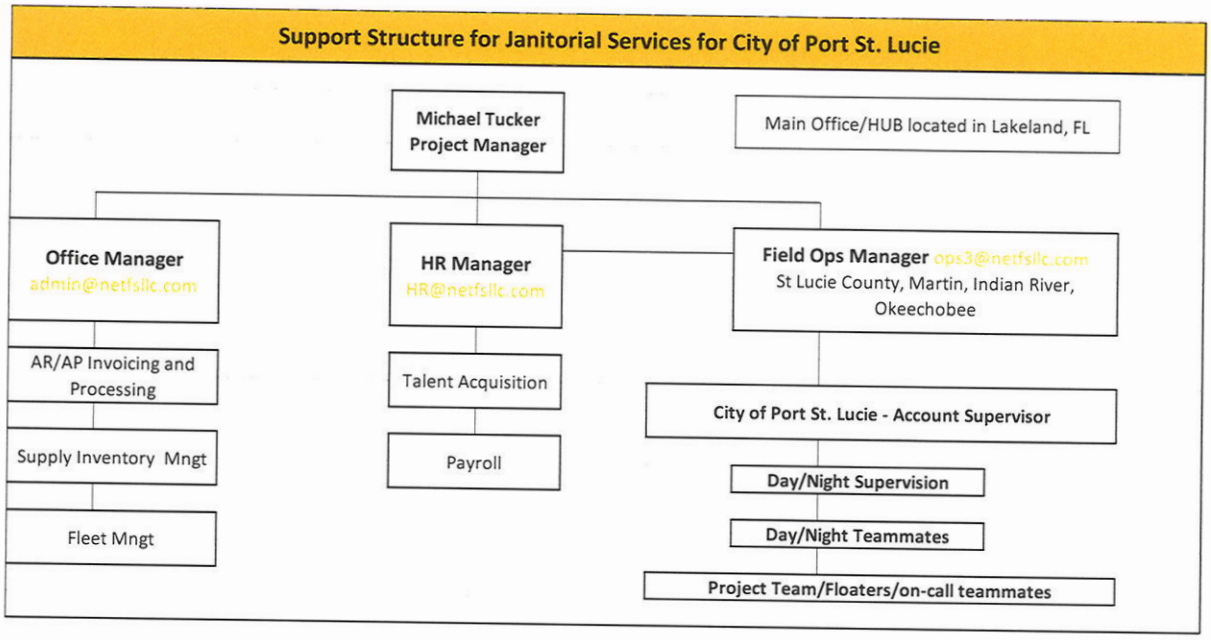
1.) **LEADERSHIP**: LOCAL Leadership with office staff to support, acquire talent, and field questions from our teammates
Regular direction and trianing to esnure optimal output.

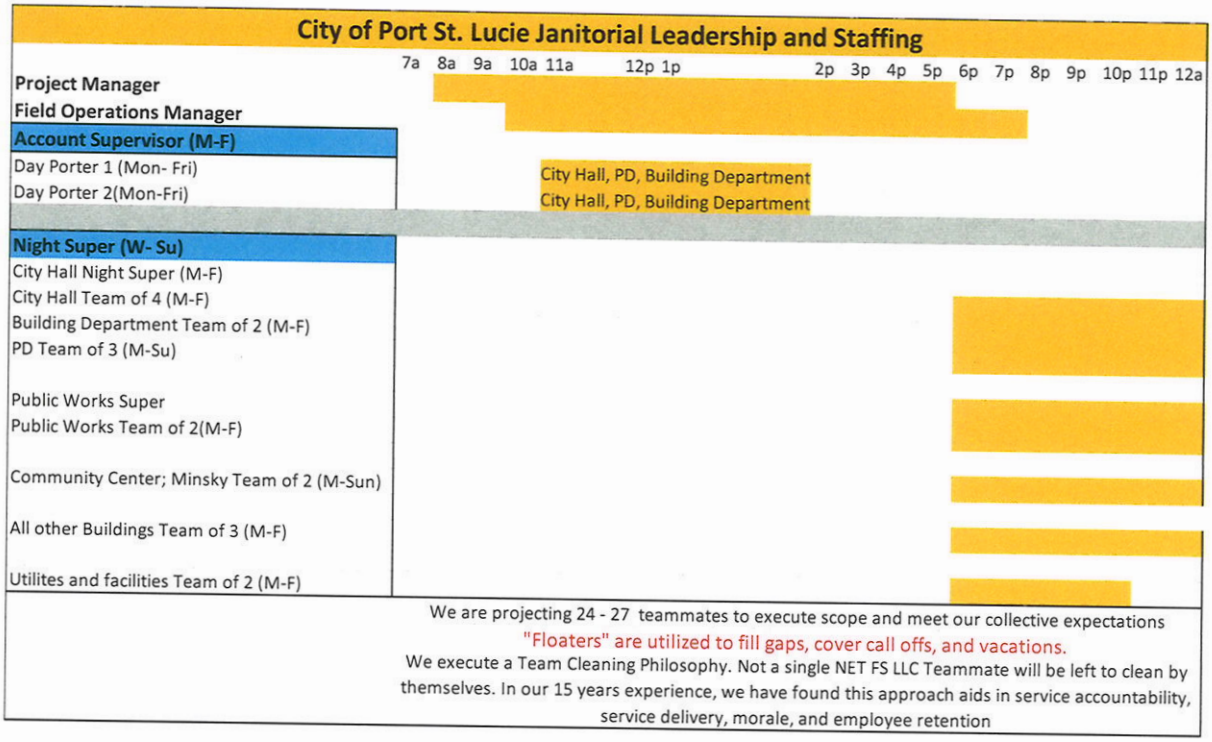
2.) **SUPPORT:** Ample field support and nightly staffing pattern that is executable and MAKES SENSE

3.) **EQUIPMENT:** Proper equipment to routinely execute scope of work(SOW)

4.) **PREPARATION**: Advanced scheduling of Periodic Work for clear communication and easy tracking. Moreover,

Along with a high level of commucation between NET and City of Port St. Lucie, these 4 key compents outlined below will allow our mutual success





Project Manager – Michael Tucker has more than 15 years experience managing contract services across the southeast Unites States with more than 50M worth of contracts serviced. Michael will be the point person for our Janitorial Services Program. He will ensure scope adherence, staffing training and development, customer satisfaction, attend City Meetings, and prepare writtem reports and schedules.

Field Operations Manager – Orlando Ramos has more than 5 years expereience in janitorial operations management and more than 12 years in the industry. He will provide direct support to staffing levels, equipment and supply needs, training, quality inspections, and general overall support for the health of the contract. Mr. Ramos lives in Port St. Lucie and will be highly invloved in day to day operations.

Account Supervisor - Danielle Hernandez is a rising star and has created a career for herself after starting as a general night cleaner with NET. She will be on nightly on site supervisor ensuring scope delivery, staffing levels, proper equipment, and NET employees are properly badged and in uniform.

Equipment List to execute SOW

Equipment List Provided by *NET Facility Services LLC* for The City of Oldsmar

- **Heavy and advanced equipment:**
  - **Dodge Ram Promaster Utility Van**
  - **HEPA Certified Vacuums**
  - **17 inch Auto Scrubber**
  - **20 Inch Slow speed Floor machine for advance carpet care**
  - **17 inch carpet extractor**
- **Light equipment for D2D scope execution**
  - **44 Gray Gallon Brute**
  - **Dolly for 32/44/55 Gallon Round Receptacles**
  - **Caddy Bag for Receptacle**
  - **Mop Bucket Wringer Combo**
  - **Dust Pan and Broom**
  - **Dust Mop**
  - **Telescopic Duster**
  - **Various small supplies: mop heads/handles, microfiber rags, scrub brushes, floor scrapers, gloves, eye wear, etc. to perform ALL daily functions**

All general cleaning chemicals will be provided by NET.

Equipment list, type, and quantity subject to change

Chemicals

NET predominately utilizes Diversey products to include but limited to:

Glass Cleaner

Nuetral Floor Cleaner

Floor Cream Cleanser

Non-acid bowl Cleaner

Stainless Steel Cleaner

Multi surface cleaner and disinfectant and germicide

Transition Plan/Start-up Agenda (example)

Date	Action	Responsibility
	Talent Acquisition process begins (If Needed)	NET - HR
TBD	Award of Contract, Letter of Intent	CofPSL
TBD	Equipment ordering authorized	NET - Operations
TBD	Talent Acquisition begins backgrounds, vetting, and interviewing potential new teammate candidates	NET
TBD	ALL Stakeholders contact information sharing/emailed	NET and CofPSL
TBD	Contract Review and execution	NET and CofPSL
October 11th	AR/AP contact information exchanged	NET and CofPSL
	Initial new employee onboarding and pre- start training	NET – HR and Operations
	Confirm Uniform stock and employee sizes	NET – Office Manager
October 18th	Net Pre-Start Team Meeting: Field Ops, HR, and Supervisors	NET
	Field Ops manager and Supervisors Locations tour	NET
	Confirm materials for equipment drops	NET - Operations
October 25	Gather access materials: hard keys, fobs, codes, etc.	NET - Operations
December 15	Load in day-to day equipment	NET - Operations
November 1 2024	Start Date: Full Cleaning Begins	NET - Operations
November 1 - 3	Load in day-today equipment final locations in RFP	NET – Field Teams
Nov 1 – 15	On- site SOW and Policy Training for all employees	NET - Operations
January 8, 15, 22, 29	Monthly Quality Control audit by CEO/COO	NET – CEO/COO

CONTRACTOR'S GENERAL INFORMATION WORK SHEET / QUESTIONNAIRE
eBID

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at MAIN OFFICE, LAKELAND, FL, this 7th day of JUNE 2024 (Location)

Name of Organization/Contractor: NET FACILITY SERVICES

By: MICHAEL TUCKER
Name and Title

1. (Corporation,) Partnership, Joint Venture, Individual or other?

2. Firm's name and main office address, telephone and fax numbers

Name:
NET FACILITY SERVICES LLC

Address:
4425 HOMEWOOD LANE

LAKELAND, FL 33811

863 602 4278

Telephone Number:

Fax Number:

3. Contact person: MICHAEL TUCKER Email: ADMIN@NETFSLLC.COM

4. Firm's previous names (if any). NONE 5.

How many years has your organization been in business? 6

6. Total number of staff at this location: 30 Total number of staff on the Treasure Coast: 100

7. Is the Firm a minority business: (YES) / NO

If no, is your company planning to implement such a program? _____

8.

- All associated fees are to be included in the base bid.
- All work shall be done in the strict compliance with ALL Federal , State and Local Agencies " Rules and Regulations".

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

Addendum Number	Date Issued	Addendum Number	Date Issued
1	5/16		
2	5/23		
3	5/28		
4	5/28		
5	5/30		
6	6/3		

10. **BID RESPONSE:**

10.1 Bidder will / will not accept the Purchasing Card (Visa). (please circle one)

10.2 Percentage of discount when payment is made with Visa: 0 %

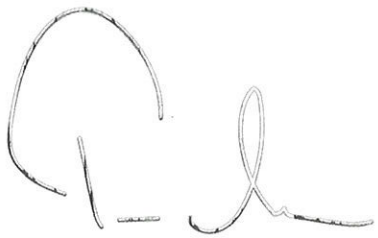
Please Note: The City has implemented a Purchasing Card Program. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's normal payment process. This invitation to offer will be in effect for the completion of this project and will be considered in the bid award. If no such percentage is given, the City will assume zero (0) percent discount.

State of Florida

Minority Business Certification

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

to



J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

420

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Client References

Reference #1	
Organization Name:	Cleveland Heights Municipal Golf Course
Location (City, State):	Lakeland, FL
Contact Name:	Brock Witmeyer, General Manager
Telephone:	949.874.7508
Email:	
Reference #2	
Organization Name:	City of Plant City
Location (City, State):	Plant City, FL
Contact Name:	Jim Rini
Telephone:	8137072282x2284
Email:	jrini@plantcitygov.com
Reference #3	
Organization Name:	MACLAN Corporation
Location (City, State):	Lakeland, FL
Contact Name:	Maegan Wallace
Telephone:	863.581.2397
Email:	maegan@maclan.com
Reference #4	
Organization Name:	ESCFederal
Location (City, State):	Chicago, IL
Contact Name:	Robert Walters
Telephone:	214.770.0983
Email:	bwalters@escfederal.com
Reference #5	
Organization Name:	City of Oldsmar
Location (City, State):	Oldsmar, FL
Contact Name:	Mike Lavery
Telephone:	813.749.1263
Email:	mlavery@myoldsmar.com
Reference #6	
Organization Name:	ALTA Schoolhouse
Location (City, State):	Lakeland, FL
Contact Name:	Thomas Brawner
Telephone:	
Email:	thomas@altaschoolhouse.com

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 11.3 above and entered on the DemandStar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

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

11. List five (5) Projects for organizations similar to this project completed by your firm in the last 5 years along with a brief description of project, location of project, clients name, phone number, email, value of contract, your firm's percentage of the total contract value as well as the number of change orders and the total change order value.
DO NOT USE the City of Port St Lucie as a reference.

Project Number 1

Project Name: CITY OF PLANT CITY - CITYWIDE JANITORIAL SERVICES
Description: 21 Municipal Buildings; services provided, but not limited to: Day Porter Services, Night Cleaning Services, Carpet Shampoo + Extracting, + Strip + Waxing Flooring
Location: PLANT CITY, FL

Client Name and Phone Number: JIM RINI 813.707.2348
Email: jrini@plantcitygov.com
Value of Total Contract: $300,000 / year
Date of Completion: current
Firm's Percentage of Total Contract: 100%
Number of Change Orders: —
Value of Change Orders: —
Was Project Completed on Schedule: YES
Was Project Completed within Budget? YES

Project Number 2

Project Name: CITY of OLDSMAR - JANITORIAL SERVICES

Description: PLEASE REFER TO PROPOSAL & REFERENCE PAGE.

Location: OLDSMAR, FL

Client Name and Phone Number:

Email:

Value of Total Contract: $100,000 / year

Date of Completion: current

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description:

Location:

Client Name and Phone Number:

Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description:

Location:

Client Name and Phone Number:

Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description:

Location:

Client Name and Phone Number:

Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

12. How will the Contractor be able to meet the project timeline and budget given the current workload, materials, work force and equipment?

PLEASE REFER TO ATTACHED Proposal for SERVICE METHODOLOGY, LEADERSHIP ORG CHART, & PROPOSED STAFFING LEVELS.

13. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where **Failure** to Complete Work Occurred:

Project Number 1
Project Name:
Project Location:
Client Name and Phone Number:
Engineer Name and Phone Number:
Date:
Reason:

Insert additional projects if needed.

14. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No (X)

If yes, please explain:

15. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

NET FS does not have any pending or completed lawsuits.

(N/A is not an acceptable answer - insert lines if needed)

16. List any judgments from lawsuits in the last five (5) years:

NET FS does not have any judgements from any lawsuits.

(N/A is not an acceptable answer - insert lines if needed)

17. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

(N/A is not an acceptable answer - insert lines if needed)

18. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary.

NET will not use any subcontractors

MATERIAL SUPPLIERS:
SUPPLYWORKS
DIVERSEY
GEM SUPPLY

19. The Prime Contractor must

- Have five (5) years experience in the custodial field and two (2) years experience as a Project Manager
  YES ✓ or NO _____
- Must Speak ,read and write English fluently
  YES ✓ or NO _____
- Must attend meetings with the designated City representatives as required.
  YES ✓ or NO _____
- Must have the ability to prepare and maintain written reports and schedules.
  YES ✓ or NO _____

Signature

CEO/OWNER
Title

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/16/2025

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

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

PRODUCER Acentria Insurance - Lakeland NIC 26 Lake Wire Dr. Suite 1 Lakeland FL 33815 License#: L100460	**CONTACT NAME:** Susan Carden **PHONE (A/C, No, Ext):** 8638167836 **FAX (A/C, No):** **E-MAIL ADDRESS:** susan.carden@acentria.com
INSURED Net Facility Services LLC 4425 Homewood Lane Lakeland FL 33811 NETFACI-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Clear Spring Property and Casualty Company — 15563 **INSURER B :** Capitol Indemnity Corporation — 10472 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 128213472 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	CCG-00072494-02	3/7/2025	3/7/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Bond			CIC1939742	1/3/2025	1/3/2026		

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

City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20250200 Janitorial Services.

Additional Insured:
City of Port St. Lucie c/o Paladin Risk Management
Attn: Leyla Assad
275 E Hillcrest Dr Suite #215
Thousand Oaks, CA 91360

CERTIFICATE HOLDER

City of Port St. Lucie c/o Paladin Risk Management
Attn: Leyla Assad
275 E Hillcrest Dr Suite #215
Thousand Oaks CA 91360

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
NET Facility Services LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4425 Homewood Lane

6 City, state, and ZIP code
Lakeland, FL 33811

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
9 2 – 2 0 5 4 7 1 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 7/10/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MICHAEL TUCKER

BUSINESS OWNER AND OPERATOR

CONTACT

863.602.4278

mtucker@netfsllc.com

PROFILE

Experienced and educated professional with extensive background in multi-site, multi state operations management. Routinely lead successful day-to-day large scale operations. Responsibilities include, but not limited to: scope adherence, client expectations management, business development, talent recruitment and development, and 3rd party contract management. Previous experience focused within the retail, commercial, and healthcare sectors.

SKILLS

- PORTFOLIO MANAGEMENT
- CUSTOMER SERVICE
- LEADERSHIP DEVELOPMENT
- P&L DISSSECTION AND MANAGEMENT
- TALENT IDENTIFICATION/ACQUISITION
- CHANGE MANAGEMENT

EDUCATION

UT – Knoxville
2008-2009
MS - Administration

UT – Knoxville
2007-2009
MBA – Operations and Marketing

Florida Southern College
1999-2001
BS - Business Administration

EXPERIENCE

NET Facility Services, LLC 2019 - present

Founder and Operator

Developed and implemented strategic operations plan to service locations throughout FL ; **Led Client Interaction Strategy as well as monthly and quarterly business reviews; Developed sustainable business model.**

Currently operating within the manufacturing, retail, and public entity market segments

MARSDEN Holdings, LLC 2018-2022

Director of Operations - FL

Collaborated with department head counter parts in Sales, Finance, Recruitment, and Safety to develop overarching strategies to ensure company goals were achieved. ; Developed and implemented strategic operations plan for 900 locations throughout FL ; **Led Client Interaction Strategy as well as monthly and quarterly business reviews;** Maintained operating budget of $15M ; 99% customer retention rate ; 2020: exceeding PM goals by 20%

Recipient of company award for "Outstanding Operations" for the South Division 2019 and 2020

ESCFederal 2014-2018

Senior Vice President – Central US

Member of the Executive Management Team, Accident Review Board, and Safety Committee

Developed and implemented strategic plan for 52 clients throughout the Central US ; Led Client Interaction Strategy and quarterly business reviews; Led 41 Project Managers and 700 hourly staff

Maintained Operating budget of $18M; Increased profit margin: 5% 2016 to 2017 ; 98% Cusomter Retention Rate ; 3M in new project acquisition and management; Responsible for management talent recruitment, development, and training.

Healthcare Services Group 2009 – 2014

Regional Manager – Central FL

Developed and implemented strategic plan for 55 facilities throughout FL

Led 6 Salaried District Managers, 55 Project Managers, and ~ 900 hourly staff

Maintained operating budget of $25M

PORT ST. LUCIE

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 "Cone of Silence" 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 City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Nadia Tourjee, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Nadia Tourjee, Procurement Agent I with the Procurement Management Department via e-mail ibarr@cityofpsl.com, or by phone 772-344-4055 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 addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the DemandStar's Website for retrieval. All notice of intent to award documentation will be published on the City Clerk's Website. 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 .

Typed Name: MICHAEL TUCKER

Signed: [signature]

Company and Job Title: NET FACILITY SERVICES LLC

Date: 07/10/2025

PORT ST. LUCIE

"A City for All Ages"

E-RFP #20250200
CONTRACTOR'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 Contractor's Code of Ethics.

- A Contractor's bid or proposal will be competitive, consistent, and appropriate to the bid documents.
- A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Contractor 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.
- Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Contractor will not offer or give any gift, item, or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Contractor 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.
- Contractor 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.
- Contractor 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, Contractor must require their suppliers

(including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor 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 NET FACILITY SERVICES LLC

Signature [signature]

Printed Name and Title MICHAEL TUCKER, CEO

Date 07/10/2025

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

PORT ST. LUCIE

"A City for All Ages"

E-Verify Form

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
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
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 2180682

Date of Authorization JUNE 19TH 2023

Name of Contractor NET FACILITY SERVICES LLC

Name of Project JANITORIAL SERVICES

Solicitation Number (If Applicable) 20250200

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on JULY 11TH, 2025 in LAKELAND (city), FL (state).

Signature of Authorized Officer

MICHAEL TUCKER, CEO
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 11 DAY OF July, 2025.

NOTARY PUBLIC

My Commission Expires: April 8, 2028

CRYSTAL MICHELLE GONZALEZ
Notary Public - State of Florida
Commission # HH 513319
My Comm. Expires Apr 8, 2028

PORT ST. LUCIE

"A City for All Ages"

NON-COLLUSION AFFIDAVIT
E-RFP #20250200

State of FLORIDA }

County of POLK }

MICHAEL TUCKER, being first duly sworn, disposes and says that:
(Name/s)

1. They are CEO of NET FACILITY SERVICES the Proposer that
(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) CEO

PORT ST. LUCIE

"A City for All Ages"

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

The foregoing instrument was acknowledged before me this *(Date)* July 11, 2025

by: Michael Tucker who is personally known to me or who has produced

Florida Driver License as identification and who did (did not) take an oath.

Commission No. HH 513319

Notary Print: Crystal Michelle Gonzalez

Notary Signature: Crystal Michelle Gonzalez

CRYSTAL MICHELLE GONZALEZ
Notary Public - State of Florida
Commission # HH 513319
My Comm. Expires Apr 8, 2028

PORT ST. LUCIE

"A City for All Ages"

DRUG-FREE WORKPLACE FORM
E-RFP #20250200

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

NET FACILITY SERVICES LLC 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.

Contractor's Signature

07/10/2025
Date

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name:	NET FACILITY SERVICES LLC
Vendor FEIN:	92 2054711
Authorized Representative's Name:	MICHAEL TUCKER
Authorized Representative's Title:	CEO
Address:	4425 HOMEWOOD LANE
City, State and Zip Code:	LAKELAND, FL 33811
Phone Number:	863. 602. 4278
Email Address:	ADMIN@NETFSLLC.COM

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: https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

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

MICHAEL TUCKER

Print Name

Signature

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM - #20250200

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

_____ _____

Printed Name/Signature of Contractor Employee Date

MICHAEL TUCKER 7/11/2025

Printed Name/Signature of Contractor Representative Date

NET FACILITY SERVICES LLC, CEO

Organization and Title of Contractor Representative

20250200

BID RESPONSE
CUSTODIAL SERVICES CONTRACT

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the City's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the City in official amendments prior to this date of submittal.

COMPANY NAME: (Enter the entire legal company name of the bidding entity) (Must be completed) NET FACILITY SERVICES LLC	DATE: 7/11/2025
*** SIGNATURE:**	PRINT NAME: MICHAEL TUCKER PRINT TITLE: CEO

ADDRESS: 4425 HOMEWOOD LANE

LAKELAND, FL 33811 CITY / STATE:

33811 ZIP CODE:

TELEPHONE # 863 602 4278	EMERGENCY #	TOLL FREE #
FAX #	E-MAIL: ADMIN@NETFSLLC.COM	
APPLICABLE LICENSE(S) NUMBER #	TYPE:	
FEDERAL ID # 92 2054711		

Net Facilities

City Hall and Public Works

LOCATION / ADDRESS / SERVICE DAYS PER WEEK / SQUARE FOOTAGE	MONTHLY BID AMOUNT	2025 ANNUAL BID AMOUNT (MONTHLY BID AMOUNT X12 MONTHS)
City Hall (Building A) 121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 5** **Square footage: 66,828**	$6,514.72	$80,586.83
Building Department (Building B) 121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 5** **Square footage: 38,734**	$4,537.12	$56,123.99
Building Department - House 2258 SE Belvedere St. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 1** **Square footage: 2,112**	$280.09	$3,464.70
City Health Clinic 2266 Best St Port St. Lucie, FL. 34984 **Number of Service Days per Week: 6** **Square footage: 1,957**	$928.53	$11,485.88
Public Works Administration Building #1 450 SW Thornhill Dr. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 5** **Square footage: 4,400**	$599.46	$7,415.30
Public Works Building #2 450 SW Thornhill Dr. Port St. Lucie, FL. 34984		

Number of Service Days per Week: 5 **Square footage: 11,660**	$512.49	$6,339.48
Public Works Building #3 450 SW Thornhill Dr. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 5** **Square footage: 2,400**	$274.76	$3,398.77
Public Works Building # 4 450 SW Thornhill Dr. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 5** **Square footage: 4,961**	$228.58	$2,827.53
Public Works Environmental Division Trailer 450 SW Thornhill Dr. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 1** **Square footage: 1,080**	$114.00	$1,410.18
Public Works Sign Shop 1165 Macedo Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 3** **Square footage: 1,350**	$297.57	$3,680.93
Public Works Traffic Operations 821 SW Dwyer Ave. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 3** **Square footage: 2,008**	$343.50	$4,249.08
Police Building (Building C) 121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 7 for First Floor and 5 for Second and Third Floors** **Square footage: 42,783**	$4,635.63	$57,342.56
Police Evidence Building 121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 1** **Square footage: 9,540**	$233.70	$2,890.86
Police East Station 2000 SE Village Green Dr.		

Port St. Lucie, FL. 34984 **Number of Service Days per Week: 2** **Square footage: 4,906**	$262.31	$3,244.76
Police Athletic League 2101 SE Tiffany Ave. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 3** **Square footage: 4,383**	$791.73	$9,793.67
Animal Control 1133 SW South Macedo Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 7** **Square footage: 3,177**	$463.91	$5,738.55
City Building 1101 SW South Macedo Blvd. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 1** **Square footage: 2,089**	$155.95	$1,929.10
City Building 1615 SE Sunshine Ave. Port St. Lucie, FL. 34984 **Number of Service Days per Week: 1** **Square footage: 4,181**	$155.95	$1,929.10
	Total	**$263,851.26**

AS-NEEDED SERVICES	HOURLY RATE
Additional Services as requested by City Contract Manager	$25.00
Hurricane Activation Service, as specified.	$37.50
Emergency Services, as specified.	$37.50

City of Port St. Lucie
Electronic request for Proposal ("eBid")
Event Name: Janitorial Services
eBid Number: 20240066

1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie City Code of Ordinances, Sec. 35.05, the City of Port St. Lucie, Florida hereinafter referred to as the "City" is seeking competitive proposals from qualified Custodial Services Firms, hereinafter referred to as "Bidder", to secure firm, fixed pricing and establish a term contract for custodial services for various facilities throughout City of Port St. Lucie, Florida.

A descriptive overview of the City of Port St. Lucie can be found at https://www.cityofpsl.com/discover-us/about-psl . 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. Restrictions on Communicating with Staff

From the issue date of this eBid until a City generated Purchase Order is submitted to the contracted contractor (or the eBid 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 eBid or as provided by existing work agreement(s). This is commonly known as a code 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 of this topic can be found on the Cone of Silence and eBid Communication Document.

1.3 **eBid Scope of Requested Services** The specifications listed herein are intended to provide the information by which prospective Bidders may understand the minimum requirements of the City relative to entering into a contract to provide custodial services to City facilities. Services shall be of a quality customarily provided in first class office buildings and in a manner using industry best practices. The City shall make the final determination regarding the acceptable level of quality.

If the quality of services is considered to be unacceptable by the City, at any time, the Awarded Contractor shall be required to take immediate remedial measures necessary to bring the services up to the required level of quality. Failure on the part of the Awarded Contractor to do so in a timely manner may be grounds for immediate termination of the contract by the City.

SCOPE OF WORK

The Awarded Contractor shall furnish all supervision, labor, material, equipment, tools, chemicals, supplies, Personal Protection Equipment (PPE) items for their staff, and including all incidentals necessary to properly perform the services defined in the contract which shall be taken into consideration and incorporated into the monthly bid amount for each location. Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately.

Custodial routine services include Daytime Restroom Services as specified herein.

The City will designate a Contract Manager, to schedule, monitor and inspect the performance and progress of services provided under the Contract. The City Contract Manager will be the main point of contact for the Contract. The cleaning procedural recommendations provided herein are minimal requirements and ultimately the Awarded Contractor shall perform the required services in accordance with industry standards and shall be held responsible for ensuring method applied is compatible with specific area being cleaned.

CONSUMABLE GOODS

Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately, excluding the following locations:

1. McCarty Ranch Office Building & Restrooms
2. Saints Golf Course
3. MidFlorida Event Center Recreation Side

At these three (3) locations the City will provide the consumable good products for the Awarded Contractor to install as needed.

The following supplies shall be provided by the Awarded Contractor and installed in existing dispensers and shall conform to standards for Industrial and Institutional Cleaners.

1. Toilet tissue shall be a minimum of two-ply.
2. Hand towels shall be either a roll, multi-fold or c-fold, depending on the dispenser at the facility. Brown towels are not acceptable unless approved by the City Contract Manager.
3. Hand soap.
4. Trash liners (minimum of .3 mils/7 micron) – clear to fit appropriate receptacles.
5. Toilet seat covers.
6. Sanitary napkin disposal bags.

Paper products shall be recyclable items where applicable. Paper products shall meet or exceed the recycled content guidelines by the U.S. Environmental Protection Agency (EPA). The toilet tissue and hand towels shall fit the various dispensers at each facility. The Awarded Contractor shall provide the correct size and not manipulate the product to provide a temporary fit.

The City reserves the sole right to refuse the use of or direct discontinuance of any product it determines not effective for its intended use, or harmful to dispensers. The cost of any damage caused, or corrective maintenance required, deemed to be the result of the use of inferior or inappropriate products, shall be deducted from the Awarded Contractor's monthly invoice in the form of a credit memo.

Any item substituted during the term of the Contract for any product previously approved shall be submitted to the City Contract Manager for written approval prior to use.

The Awarded Contractor shall provide, without cost to the City, samples of consumable items upon request to determine compliance with specifications.

Dispensers for toilet tissue, hand towels, and hand soap shall be furnished and installed by the City.

ROUTINE SERVICE

The Awarded Contractor shall provide routine cleaning services generally after 5:00 p.m., Monday through Sunday, to complete all the work as specified herein. In order to accommodate the tenants of the building and/or ensure consistency for the overall work within the location, schedules may be modified (e.g. scheduling routine services prior to 5:00 p.m.; not commencing services until the facility is closed/all staff have left the building, which can sometimes be after 9:00 p.m.) and are at the sole discretion of the City Contract Manager. No additional compensation shall be provided for scheduling, and the Awarded Contractor shall take this into consideration when submitting a bid.. The Awarded Contractor shall provide an adequate number of staff in order to perform routine services in the allocated amount of time, as determined by the City Contract Manager. Work frequencies shall comply with the "Routine Work Tasks and Frequencies" schedule unless otherwise noted. Routine Service shall include, but not be limited to, the following specifications:

Clean and Disinfect Drinking Fountains

The Awarded Contractor shall remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and adjacent areas. Disinfect all porcelain, plastic, and metal surfaces including, but not limited to, the orifice and drain with a germicidal cleaner. Upon completion of cleaning drinking fountains, the entire drinking fountain shall be clean, disinfected, and free of any soil, mineral deposits, streaks, stains, spots, smudges, scale, detergent residue, and debris. All stainless-steel surfaces shall have a polished appearance. Bright metal polishing may be performed by damp wiping using a germicidal cleaner and drying with a suitable cloth. If a polished appearance cannot be produced, metal shall be cleaned only with an approved type of metal cleaner/polish.

Clean and Disinfect Fixtures

The Awarded Contractor shall apply germicidal cleaner to all surfaces of washbasins, faucets, handles, valves, toilets, urinals, showers and adjacent surfaces. The Awarded Contractor shall use cream cleansers and scrub pads to remove soil not removed by the sponges or cloths and germicidal cleaner. The cleaning applicators used in cleaning and disinfecting toilets, urinals, and other surfaces contaminated with urine or feces, shall be a color readily distinguishable from other applicators used on other surfaces and fixtures. The Awarded Contractor shall use a plumbing plunger to unstop clogged toilets. Failure to unstop clogged toilets shall be reported to the City Contract Manager.

Clean and Refill Floor Drains

The Awarded Contractor shall use a floor drain brush to clean floor drains and shall remove corrosion and tarnish. The Awarded Contractor shall pour water down the floor drain to fill the drain trap and prevent the escape of sewer gas.

De-scale Toilets and Urinals

The Awarded Contractor shall use a bowl cleaner or a plumber’s stone to remove scale, scum, mineral deposits, rust stain, etc. from the insides of toilet bowls and urinals leaving a clean, shining appearance free of streaks or stains or any deposits. Special attention shall be given to floors around urinals and commodes for elimination of odors and stains, and to provide a uniformly clean appearance throughout. Urinal deodorizers/screens may be required at certain locations and may be requested by the City Contract Manager as needed.

Disinfect All Surfaces

The Awarded Contractor shall disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc. by applying a germicidal cleaner.

Polish Stainless Steel, Chrome and Brass

The Awarded Contractor shall polish stainless steel, chrome and brass surfaces with appropriate polishes and a soft cloth, so as to not damage or remove any existing signage. Use clean cloths, glass cleaner, detergent and degreaser to remove smudges, fingerprints, marks, streaks, tape, etc. that polish cannot remove. Only water-based cleaners shall be used. Oil based cleaners, such as Sheila Shine, are prohibited.

Dust Furniture/Equipment Surfaces

The Awarded Contractor shall remove all dust, lint, litter, dry soil, etc. from the surfaces of chairs, lamps, tables, counters, cabinets, shelves, vending machines, and other types of furniture and surfaces. Workout equipment shall be excluded from dusting unless otherwise requested by the City Contract Manager for an additional fee. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. Typewriters, calculators, computers, staplers, papers, books, personal items, and other similar desk items shall not be disturbed. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.

Dust Building Surfaces

The Awarded Contractor shall remove all dust, lint, litter, dry soil, etc. from the surfaces of corners, crevices, molding, ledges, heater convectors, windowsills, fire extinguishers, walls, baseboards, doorframes and sills, ceiling mounted fans, air conditioning and exhaust diffusers, fixtures, partitions, rails, vertical and horizontal blinds and other types of fixtures and surfaces shall be free of all dust. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools. Feather dusters shall not be used.

Spot Clean Building Surfaces

The Awarded Contractor shall use clean damp cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, and/or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of ledges, windows, partition glass, windowsills and blinds, fire extinguisher, vents/diffusers, baseboards, walls, doors, doorframes and sills, partitions, rails, and other types of fixtures and surfaces. The Awarded Contractor shall perform spot cleaning up to a height of fifteen feet (15') from the floor surfaces at all entry areas consisting of interior and exterior cleaning. The City Contract Manager shall designate artwork that is not to be spot cleaned by the Awarded Contractor.

Overhead Dusting

The Awarded Contractor shall remove all dust, spider webs, litter, etc., from all fixtures and surfaces from the floor up to fifteen feet (15'). This includes, but is not limited to, exposed surfaces of lights, grilles, light fixtures, pipes, cables, ledges, walls, ceiling, diffusers, vents, etc. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. When performing overhead dusting, dust shall not be allowed to fall from high areas onto furniture and equipment below.

Dust Mop or Sweep Hard Surface Floors

The Awarded Contractor shall remove soil and litter from hard surface floors including stairs and stair landings (stairwells) and shall use treated dust mops on resilient tile, terrazzo, and other smooth finished floor surfaces or on rough, unsealed concrete, or other floors where dust mopping is not effective, a broom shall be used. All floor surfaces must be dry prior to dust mopping.

Damp Mop Hard Surface Floors

The Awarded Contractor shall dust mop floors prior to damp mopping and shall use detergent solutions and clean mops to remove soil from hard surface floors and baseboards, which cannot be removed by sweeping, dust mopping, or vacuuming. The dirty water shall be disposed of in the proper manner, not into plant beds or turf areas. Dirty water

or soiled mops shall not be left in custodial closets overnight. In restrooms, locker rooms, fitness centers, and the City Health Clinic, use of a germicidal cleaner shall be used instead of a detergent solution.

Wet Mop Hard Surface Floors

The Awarded Contractor shall dust mop floors prior to wet mopping. The Awarded Contractor shall use detergent solution, clean wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders, abrasive pads, and putty knives to remove soil from hard surface floors, which cannot be removed by vacuuming or dust mopping. The Awarded Contractor shall use scrub brushes to remove spots and stains not removed by mopping. After the floor has been cleaned, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film, or any observable soil, which can be removed by damp mopping. In restrooms, locker rooms and medical treatment areas, use of a germicidal cleaner shall be used instead of detergent solution. The Awarded Contractor shall dispose of all used solution at end of work shift in the proper manner, not into plant beds or turf areas.

Trash and Recycle Material Removal

All receptacles of any type and size shall be emptied and returned to their original positions. This includes any outside receptacles in the general area. Bulky items such as rolls of plans or cardboard boxes that are placed by trash containers and clearly marked as trash, shall be removed. Plastic bags (liners) shall be replaced in all receptacles during each service or as needed. Trash and rubbish shall be emptied into a designated dumpster or receptacle in a way that shall prevent littering adjacent areas. The Awarded Contractor shall clean up any spill or litter generated by Awarded Contractor work operations. Upon completion of trash removal, all receptacles and the areas adjacent to them shall be free of trash, spills and foreign substances. The Awarded Contractor shall provide the proper equipment to transport trash/recycling to the appropriate collection containers, which at times may be at an adjacent building in the same complex.

Trash receptacles, to include totes, shall be cleaned on an as needed basis.

All waste removed from individual containers shall be emptied into a designated trash dumpster, leaving the remaining area free from litter.

The Awarded Contractor shall provide appropriate equipment for trash removal so as to avoid the possibility of floor damage due to the dragging of trash bags or containers through buildings. Any damage to carpets and floors caused by dragging bags or containers shall be repaired or replaced solely at the Awarded Contractor's expense, and to the satisfaction of the City Contract Manager.

Recyclable material shall be removed by the Awarded Contractor and taken to central recycling containers. All plastics, glass, and aluminum receptacles shall have a clear plastic liner and be removed as necessary. If deemed necessary, the City Contract Manager may add additional items to the recycling program.

The Awarded Contractor shall instruct its employees to ensure that all materials remain separated, as any mixing of materials shall impair the possibility of recycling. Further, Awarded Contractor shall instruct its employees to notify the City Contract Manager when the recycling receptacles contain different materials other than specified.

The Awarded Contractor and its employees shall take the necessary precautions to ensure that the recyclable materials do not get wet when transporting the recyclables to the designated collection points, as this impairs recycling.

Removal of recyclable goods shall take place on service days. Custodial staff is not required to separate recycling out of receptacles.

The exterior of all recycling receptacles shall be damp-wiped weekly to remove evident soil. Wet spills on the interior of receptacles shall be removed.

Clean and Refill Dispensers

All dispensers and adjacent areas shall be cleaned and disinfected, including, but not limited to, fill towel, toilet paper, and soap dispensers. All supplies shall conform to existing types of dispensers. Upon completion of cleaning and filling dispensers, all dispenser surfaces shall be clean, free of all soil and streaks, disinfected with germicidal detergent, and full.

Remove Carpet Stains

The Awarded Contractor shall use a carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover, and/or wet/dry tank vacuum to remove non-permanent stains from carpeted floors. Blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Spray carpet stain remover onto the stain and use a utility brush if required. After the stain has dissolved, blot, vacuum, and rub the stain in such a manner as to prevent spreading of the stain.

Spot Clean Furniture

The Awarded Contractor shall use clean cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, and/or cream cleansers to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of chairs, cleared surfaces of desks, lamps, tables, cabinets, counters, shelves and other types of furniture and surfaces. Typewriters, calculators, computers, staplers, paper, books, personal items, and other similar desk items shall not be disturbed.

Vacuum Traffic Lanes

The Awarded Contractor shall use a carpet vacuum to vacuum traffic patterns and lanes of carpeted floors to remove soil and debris from the carpet surface. After the carpet has been vacuumed, it should have a neat and clean appearance. Corner and baseboards should be free of lint and dust particles.

Vacuum Completely

The Awarded Contractor shall use a carpet vacuum to remove all soil and debris from the carpet surface and use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. Elevator floor and door tracks shall be vacuumed. Moisture and dry soil shall be vacuumed from carpeted mats. Use carpet stain remover and gum remover to remove carpet stains and gummy soil from City owned mats. The City Contract Manager will designate mats that are to be cleaned by the Awarded Contractor.

Clean Interior / Exterior Glass

The Awarded Contractor shall use window cleaning equipment, glass cleaner, stepladders, soft cloths, squeegees, etc., to remove soil, tape, grease, film and stains from the interior and exterior sides of glass in exterior/interior walls, doors, partitions, plexiglass, etc. This requirement applies to all entrance/exit glass surfaces on the first floor, not to exceed fifteen feet (15'). It does not apply to inaccessible interior/exterior windows on the second floor and above. The Awarded Contractor shall use glass cleaner, metal polish, detergent, degreaser, soft cloths, ladders and scaffolding as needed, and shall clean interior/exterior glass at times that do not interfere with pedestrian traffic.

Clean Ash Receptacles

Although the facilities for which the Awarded Contractor provides custodial services have been designated "non-smoking" facilities, ash receptacles are provided at buildings to provide a means for smokers to discard smoking products. Sand urns and other ash receptacles shall be emptied and wiped clean during each service day. Accumulations of ashes, butts, and foreign material shall be removed from smoking stands and sand urns. The Awarded Contractor shall replace discarded sand at no additional cost to the City. Upon completion of this task, all surfaces of ash receptacles shall be uniformly clean without spots, streaks, or smoking material residue. Sand urns

shall be clean and free of smoking material and filled to an appropriate level with clean sand, at no additional cost to the City.

Floor Mats
All floor mats located in either the exterior or interior of the facility, shall be vacuumed on service days. Entrance mats shall be lifted to remove soil and moisture underneath and shall then be returned to their normal location after cleaning. No mats shall be placed upon a damp or wet floor surface. Mats shall be repositioned in a manner that shall not jeopardize the safety of the general public or City employees.

Doors
All doors, door handles, door frames, and kick and push plates, shall be cleaned weekly or more frequently if needed, using a micro-fiber cloth dampened in an all-purpose cleaner, unless otherwise specified, to remove all smudges, fingerprints, soil, streaks, and scuff marks. After cleaning, all areas of the door shall present a clean and uniform appearance free from streaks, smudges, dirt, and scuffmarks.

HVAC Supply / Return Vents
All exposed grills and vents shall be wiped with a micro-fiber cloth and damp-wiped weekly. After cleaning, all areas of the grills and vents shall present a clean and uniform appearance free from dust, dirt, and marks.

Walls / Baseboards
All walls/baseboards shall be cleaned as needed unless otherwise specified in these specifications, with a non-abrasive detergent solution to remove all grease and oil deposits, streaks, smudges, and other soil. After washing, the walls/baseboards shall have a uniform appearance free of all grease, soil, tape, decals, contact paper, and graffiti.

Elevator
Elevator cleaning shall be performed on service days and shall be uniformly cleaned with no dust, soil, fingerprints, or smudges. Where floors have resilient type covering, all necessary cleaning operations shall be performed to provide a clean and polished appearance after each cleaning. The Awarded Contractor shall perform the following items in cleaning and servicing elevators:

1. Pick up any trash, food, or debris dropped on floors.
2. Spot clean spills using appropriate techniques.
3. Spot clean fingerprints from stainless steel fascia in the elevator landings.
4. Mop floors to remove dirt and stains.
5. Remove gum from floors.
6. Clean walls, car stations, push buttons, and kick panels.
7. Clean door tracks with scrub brush or vacuum cleaner.
8. Clean stainless steel elevator walls and door sills with clean white cloth.
9. Spot clean and polish to remove marks and smudges.
10. Clean all stainless-steel fascia in the elevator lobby.
11. Polish stainless-steel surfaces.
12. Scrub floors.
13. Clean all interior elevator cab windows, all interior windows, and interior/exterior doors.

Entrances
Entrance area cleaning shall be performed on service days and shall include, but not be limited to, the following:

1. All doors, sliding and glass panels, clerestory, and windows, shall be cleaned and then dried with a

squeegee to provide a clean, streak/spot/drip free appearance.

2. All debris, including, but not limited to, paper, gum, leaves, cigarette butts, and cobwebs shall be removed daily, both on the inside and outside of the entrance out five feet (5') in front of each entrance on the first floor.
3. All door and window frames, doorknobs, and push bars, shall be cleaned with a cloth dampened with an all-purpose cleaner.
4. All mats shall be vacuumed and returned to their original positions.

Fitness Centers

The fitness centers at the Community Center and MIDFLORIDA Event Center are part of the services in this Contract as fitness-related services into the following tasks: Vacuum all carpets and fitness flooring throughout the fitness centers daily and damp mop all fitness flooring floor daily with Ph neutral cleaner. Perform daily wet mopping of all vinyl, tile, and tuf-flex floors, including those in the fitness centers and multi-purpose room, including mirrors throughout the fitness centers, including those in the fitness center and multi-purpose room. Additionally, clean all mirrors throughout the building including those in the fitness centers and multi-purpose room, twice weekly.

Kitchen and Breakroom

Kitchen and breakroom cleaning shall be performed on service days. A properly cleaned kitchen and breakroom shall be uniformly cleaned and disinfected, as specified herein. The Awarded Contractor shall perform the following items in cleaning and servicing kitchens and breakrooms:

1. Remove trash.
2. Vacuum mats and carpeted floors.
3. Sweep hard surface floors.
4. Clean drinking fountain.
5. Wet mop hard surface floors with a germicidal cleaner.
6. Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal cleaner.
7. General clean.
8. Fill towel and soap dispensers.
9. Clean and disinfect all surfaces of fixtures and accessories, damp-wipe all countertops, and scrub sinks.

Disinfecting

The Awarded Contractor shall use a germicidal cleaner to clean and disinfect all surfaces of kitchen and break rooms, including cabinets, basins, countertops, tables, walls, dispensers, all exterior surfaces of appliances, and all floor surfaces.

Final Appearance

Upon completion of cleaning and servicing kitchens and breakrooms, trash shall be removed; all surfaces shall be disinfected and shall have no streaks, marks, detergent residue, dirt accumulations, or soiling on any kitchen or coffee room surface; and dispensers shall be full.

NOTE: The Awarded Contractor shall not be responsible for cleaning and or maintaining the *inside* of kitchen appliances (e.g., microwaves, refrigerators, toaster, coffee pots, etc.).

Nonspecific Tasks

The Awarded Contractor shall perform miscellaneous activities as directed by the City Contract Manager. No tool, piece of equipment, chemical, or supply not normally used in performing routine services, shall be required for such tasks.

Routine Work Tasks and Frequencies, Per Area

Routine Work Tasks	A	B	C	D	E	F	G	H
1. Clean and disinfect drinking fountains	---	---	---	---	D	---	---	D
2. Clean and disinfect fixtures	---	D	---	---	D	---	---	---
3. Clean and refill floor drains	---	D	---	---	---	---	W	---
4. De-scale toilets and urinals	---	D	---	---	---	---	---	---
5. Disinfect all surfaces	---	D	D	D	D	W	---	D
6. Polish stainless steel/chrome/brass	D	D	W	D	D	W	M	D
7. Dust furniture/equipment surfaces	---	D	W	---	W	---	M	D
8. Dust building surfaces	W	D	W	D	D	W	M	D
9. Overhead dusting	---	D	W	W	W	W	M	D
10. Dust mop or sweep hard surface floors	---	D	D	D	D	W	M	D
11. Damp-mop hard surface floors	---	---	D	D	---	---	---	---
12. Wet mop hard surface floors	---	D	W	D	D	W	M	D

Routine Work Tasks	A	B	C	D	E	F	G	H
13. Pick up litter	D	D	D	D	D	D	D	D
14. Trash/recycle material removal	D	D	D	---	D	---	D	D
15. Clean and refill dispensers	---	D	---	---	D	---	---	---
16. Remove carpet stains	---	---	D	D	D	D	---	D
17. Spot clean building surfaces	D	D	D	D	D	W	M	D
18. Spot clean furniture	---	D	D	---	D	---	---	D
19. Vacuum traffic lanes	---	---	D	---	---	---	---	D
20. Vacuum completely	---	---	W	W	D	---	M	D
21. Clean interior/exterior glass/mirrors	W	W	W	---	---	---	---	---
22. HVAC Supply/Return Vents	---	M	M	---	---	---	---	M
23. Walls/Baseboards	---	---	M	---	---	---	---	M

Frequency: D=Daily, W=Weekly, M=Monthly

Areas are defined as:

A. Building Exterior Entrances, Walkways, and Ash Receptacles
B. Restrooms
C. Offices, Work Rooms, Conference Rooms, Copy Rooms, File Rooms, Etc.
D. Elevators
E. Kitchens, Break Rooms and Waiting Areas
F. Stairs and Stairwells
G. Storage – Custodial Closets
H. Corridors and Lobbies - Entry Level and Areas with Heavy Traffic including Floor Mats

DAYTIME RESTROOM SERVICE

The Awarded Contractor shall provide daytime restroom services as indicated in the specifications between the hours of 11:00 a.m. – 1:00 p.m., as follows:

1. City Hall (Building A): All three (3) floors, Monday through Fridays.
2. Building Department (Building B): Two (2) floors, Monday through Fridays.
3. Police Building (Building C): First floor only, seven (7) days per week.

Daytime Restroom Service is <u>in addition</u> to the Routine Restroom Services performed in the evening or after normal office/work hours.

No additional compensation shall be provided for Daytime Restroom Service, and Awarded Contractor shall take this into consideration when submitting a bid. Daytime Restroom Service is incidental to the amounts bid for each location and shall not be paid separately and shall be included in the amount bid for each location for Routine Services.

ADDITIONAL WORK AS NEEDED

When additional work is required by the City, the Awarded Contractor shall be paid the hourly rate offered on the bid response page(s) for daytime or project work, depending on the type of additional work required. If the work occurs on a Saturday, Sunday, or holiday, the Awarded Contractor shall be paid 1.5 times the hourly rate offered during the hours worked. The City reserves the right to request additional work as needed at any City facility.

EMERGENCY SERVICES AS NEEDED

When additional work is required by the City for an emergency, the Awarded Contractor shall be paid the hourly rate as offered on the bid response page(s) for Emergency Rate. The Awarded Contractor shall have standby emergency personnel able to respond within thirty (30) minutes of notification by the City Contract Manager.

No additional compensation shall be given to the Awarded Contractor on a Saturday, Sunday, or holiday. The Awarded Contractor shall take this into consideration when submitting their bid.

Emergency situations include spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as assigned by the City Contract Manager.

FACILITIES ADDED OR DELETED FROM CONTRACT

The City reserves the right to add or delete facility (building) locations and/or services, temporarily or permanently, to or from the Contract at any time. Deletions shall be at no additional cost or penalty to the City. The price for Routine Services added for a location shall be based on the price bid, per square foot, for a similar type of building on the Bid Response pages.

SPECIAL PROCEDURES

Extra Supplies

The Awarded Contractor shall leave an extra supply of toilet paper, hand towels, hand soap, and both large and small plastic bags adequate to prevent depletion of these supplies in the facility before the next routine servicing.

Equipment and Supplies

All equipment at the beginning of the Contract term shall be either new, or if used, in safe, clean, and in proper working condition. The City Contract Manager may reject any used equipment, which does not, in his sole opinion, meet the criteria listed herein. In the event the City Contract Manager rejects the equipment, the Awarded Contractor shall, within twenty-four (24) hours, replace such equipment with equipment acceptable to the City Contract Manager.

All necessary cleaning equipment including, but not limited to, power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, commercial steam cleaners with attachments, etc., needed to properly perform the services defined in the Contract shall be furnished by the Awarded Contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall

meet all OSHA and local standards and also meet the approval of the City Contract Manager. All equipment shall be maintained to original factory specifications. Altering of equipment shall not be permitted.

The City Contract Manager may inspect equipment at any time. Defective equipment shall be removed immediately and replaced with proper working equipment within twenty-four (24) hours.

MINIMUM SPECIAL EQUIPMENT REQUIREMENTS

All equipment shall satisfy the minimum specifications established by the City as specified herein, unless otherwise approved by the City in writing.

The Awarded Contractor shall supply mop buckets equivalent to a wave brake water bucket which keeps dirty water separate from clean water, helping to reduce the potential for cross-contamination.

The Awarded Contractor shall provide industrial vacuums compliant with the following minimum specifications and provide the City with validation of compliance. The vacuum system shall possess filtration efficiency capable of trapping 99% of contaminants as small as 0.3 micron. The Awarded Contractor shall comply with manufacturer's specifications for filter bag replacement and follow manufacturer's recommendation for filter change frequency.

The Awarded Contractor supplied vacuum shall be of commercial grade, HEPA certified. Filter bag or bagless, must be a (HEPA) high efficiency type. Vacuum can be an upright, canister, or backpack.

Cleaning Equipment

All rotary machines used for buffing purposes shall be hi-speed machines, running at 350 to 1,200 RPM. All rotary machines used for scrubbing purposes shall run between 175 and 350 RPMs only.

When dusting and cleaning is required, micro-fiber cloths shall be used. Feather dusters shall not be used. Micro-fiber mops shall be used to eliminate the scattering of dust.

Electrical Connections

The Awarded Contractor shall instruct its employees on the proper manner in which to perform their duties around sensitive equipment. This shall include the identification and usage of the proper electrical circuits to use with the electrical cleaning equipment.

The Awarded Contractor shall instruct their employees to use hallway/common area circuit plugs. No office or workstation plugs shall be used to run janitorial machines.

Special consideration shall also be given to:

1. Avoidance of power interruptions to devices.
2. The use of the same circuit by cleaning equipment and sensitive devices at any one given time.
3. The use of only those cleaning products guaranteed to not damage sensitive electronic equipment or devices.

ENVIRONMENT AND CHEMICALS

SAFETY DATA SHEETS

Any item delivered from this Contract must be accompanied by a Safety Data Sheet (SDS) for each facility location. The SDS shall include the following information: (a) The chemical name and the common name of the toxic substance. (b) The hazards or other risks in the use of the toxic substance, including: 1. The potential for fire, explosion, corrosivity, and reactivity; 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and 3. The primary routes of entry and symptoms of overexposure. (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to toxic substances, including appropriate emergency treatment in case of overexposure. (d) The emergency procedure for spills, fire, disposal, and first aid. (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information. (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

All chemicals shall satisfy the minimum specifications including brand equivalencies, established by the City as specified herein, unless otherwise approved by the City in writing.

USE OF ENVIRONMENTALLY PREFERRED PRODUCTS (EPP) AND SERVICES

All chemicals shall be "Green Seal Certified," "EPA'S Safer Choice" or "Designed for the Environment," or otherwise approved in writing by the City Contract Manager.

Any item substituted during the term of the Contract for any product previously approved shall be submitted to the City Contract Manager for written approval prior to use.

Bleach, ammonia, and acid products shall not be used or maintained on premises.

Germicidal Cleaner

Odorless germicidal cleaner shall be used. The product shall not cause any surface deterioration when used properly and shall not cause colors to bleach or bleed. All containers shall be labeled with the hazardous agent noted and necessary precautions indicated.

- Tru-mix Q128 Hard Surface Disinfectant or equal, if and as approved in writing by the City Contract Manager.
- Spartan Clean On The Go hdqC2 or equal, if and as approved in writing by the City Contract Manager.

All-Purpose Cleaner

The cleaner shall be made from high quality soaps, abrasives, and disinfectant agents, uniformly mixed. The product shall not cause any surface deterioration when used properly and shall not cause colors to bleach or bleed.

- Trumix DC2 #2 Neutral Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Spartan Clean by Peroxy (Green Seal) or equal, if and as approved in writing by the City Contract Manager.

Stainless Steel Cleaner

Stainless Steel Cleaner shall be non-toxic, biodegradable, have no petroleum, zero Volatile Organic Compounds (VOC's), be non- abrasive, and non-flammable.

- Fuller Professional Stainless Steel Cleaner Solvent/Water based or equal, if and as approved by the City Contract Manager.
- Claire Water Base Stainless Steel Maintainer or equal, if and as approved in writing by the City Contract Manager.

Prohibited Product: Sheila Shine.

Bowl Cleaner

Non-acid bowl cleaners shall be chemically effective for removal of scale, film, plumber's stone, or organic material and shall not damage the bowls. It shall also clean and deodorize without damaging the finish or fittings. Any bowls, valves, or fixtures damaged shall be replaced by the Awarded Contractor, at his sole expense, with an identical product approved by the City, at no additional cost to the City and to the satisfaction of the City Contract Manager.

- Trumix Q128 Hard Surface Disinfectant or equal, if and as approved in writing by the City Contract Manager.
- LYSOL Hygienic Automatic Toilet Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Professional LYSOL Power Bathroom Cleaner – Soap Scum and Shine or equal, if and as approved in writing by the City Contract Manager.
- Professional LYSOL Disinfectant Basin Tub & Tile Cleaner or equal, if and as approved in writing by the City Contract Manager.

Glass Cleaner

Glass cleaner shall be a blend of synthetic organic detergents, alcohols, solvents, and germicidal components. It shall not contain any perfume, ammonia, or inorganic alkalis.

- Franklin Cleaning Technology Hydrogen Peroxide Multi-Purpose Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Spartan Tribase Multi-Purpose Cleaner (Green Seal) or equal, if and as approved in writing by the City Contract Manager.

Floor Finish, Sealer, and Stripper

All specifications for floor finishes, sealers, and strippers shall conform to the manufacturer's instructions.

Floor finish shall be non-yellowing on the floor and should be milk white in the original container rather than tan. Floor finish, sealers, and strippers shall be low odor.

Floor Sealer / Finish

A product manufactured without heavy metals and ozone-depleting compounds. Low maintenance to UHS burnishing.

- Franklin Green Option Floor Sealer/Finish or equal, if and as approved in writing by the City Contract Manager.
- Franklin Megastar or equal, if and as approved in writing by the City Contract Manager.
- Franklin Quasar or equal, if and as approved in writing by the City Contract Manager.
- Franklin Nova X or equal, if and as approved in writing by the City Contract Manager.
- Franklin De-fense or equal, if and as approved in writing by the City Contract Manager.
- Franklin Cross Link II or equal, if and as approved in writing by the City Contract Manager.
- Trimix DC2 #20 UHS Combo Cleaner/Maintainer or equal, if and as approved in writing by the City Contract Manager.

Carpet Cleaning Chemicals

Carpet Neutralizer:

- Franklin Brown Bee Gone RTU or equal, if or as approved in writing by the City Contract Manager.

Carpet shampoo:

- Franklin Super Carpet & Upholstery Shampoo or equal, if or as approved in writing by the City Contract Manager.
- Spartan Plus 5 carpet shampoo or equal, if or as approved by the City Contract Manager.

Carpet extraction solution:

- Franklin Water Extraction Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.

Carpet Defoamer:

- Franklin T.E.T. #18 Defoamer or equal, if and as approved in writing by the City Contract Manager.
- Spartan Defoamer or equal, if and as approved in writing by the City Contract Manager.

Carpet pre-spray/spotter:

- Franklin Answer Multi-Use Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.

Carpet – Bonnet Chemicals:

- Spartan Bonnet and Traffic Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Traffic and Bonnet Cleaner REN07002-MS or equal, if and as approved in writing by the City Contract Manager.

Soil Retardant Chemicals:

- Spartan SPARTAGARD – Carpet Protector or equal, if and as approved in writing by the City Contract Manager.

Dry Foam Cleaning for Floor:

- Spartan Contempo H2O2 Spotting Solution or equal, if and as approved in writing by the City Contract Manager.
- Spartan SSE Carpet Prespray & Spotter or equal, if and as approved in writing by the City Contract Manager.
- Encapsulating Pre-Spray Treatment or equal, if and as approved in writing by the City Contract Manager.
- BETCO FiberPro Dry Foam or equal, if and as approved in writing by the City Contract Manager.

Lockers and Shower Floor Cleaner:

- Virex II 256 or equal, if and as approved in writing by the City Contract Manager.
- Spartan HDQ or equal, if and as approved in writing by the City Contract Manager.

Lockers and Shower Floor Sealer:

- Spartan Between The Lines or equal, if and as approved in writing by the City Contract Manager.
- Betco Floor sealer or equal, if and as approved in writing by the City Contract Manager.

ASBESTOS COMPOSITION FLOOR TILE CLEANING CARE PROCEDURES

The Awarded Contractor shall train its employees on the principles and understanding of asbestos tile cleaning procedures in compliance with OSHA and EPA regulations. Asbestos tile cleaning procedures shall apply to floor

tile and baseboard cleaning care in all City buildings and facilities built prior to 1980, and any portion of flooring that has been determined by the City to require special procedures.
The Awarded Contractor shall provide asbestos awareness training to all employees, at least every year. Any new employee(s) must additionally receive this training before beginning work under this Contract. The Awarded Contractor shall certify to the City Contract Manager in writing that employees have received the required awareness training.

BIO-HAZARD WASTE, BLOOD BORNE PATHOGEN MATERIALS

The Awarded Contractor shall train its employees on the principles and understandings of bio-hazardous waste. Bio-hazardous waste shall be cleaned, disinfected, decontaminated, and legally disposed of, at no additional cost to the City. Potentially infectious materials may include, but are not limited to, blood, urine, feces, semen, vomit, saliva, needles, diapers, etc.

GENERAL

Awarded Contractor's Performance

The Awarded Contractor shall provide two (2) telephone numbers, which shall be answered twenty-four (24) hours per day, seven (7) days per week, in case of unsatisfactory performance or in the event of an emergency. When the City has cause or reason to call the Awarded Contractor due to unsatisfactory performance or an emergency, the Awarded Contractor shall return the call within twenty (20) minutes of the originating call. If the call is not returned within twenty (20) minutes, the City has the right to complete the work with City employees or other vendors, and to levy a deduction from the Awarded Contractor's monthly invoice, for actual cost to correct and/or file an unsatisfactory Vendor Performance Report.

Supervision

It is imperative that a strong supervisory support group exists to ensure that high quality standards are maintained, and services are being performed as outlined. The Awarded Contractor shall provide responsible on-site supervision whenever its employees are working in connection with the Contract in order to ensure competent performance of work. The Awarded Contractor shall designate, at a minimum, one (1) project manager who shall be responsible for the overall operations and ensure all parties are fulfilling their duties and responsibilities. Daily inspections shall be conducted to ensure that the services included in the Contract are being performed and ensure accountability of their staff. Supervision costs shall be incorporated into the Awarded Contractor's offer and shall be at no additional cost to the City. Within thirty (30) days of Contract award, the Awarded Contractor shall provide an outline of the organizational structure and responsibilities of the specific managers, supervisors, and lead workers who will participate in the Contract. In the event that there are changes to the organizational structure/personnel, the City Contract Manager shall be notified immediately via email. Each individual's participation shall be designated as full-time or part-time participants. Qualifications and experience of each individual should also be included.

The project manager or his designee shall meet with the City Contract Manager at a time and place specified by the City Contract Manager, as requested. All problems and/or complaints shall be handled directly between the City Contract Manager and the Awarded Contractor, or the Awarded Contractor's Supervisor upon request.

Awarded Contractor's employees shall not engage in conversation with City staff that reflects a lack of understanding or consideration for the customers' needs and should direct City staff to contact the City Contract Manager. Employees shall refrain from providing excuses for work not performed.

Cell phones and radios for Awarded Contractor's employees shall be furnished by the Awarded Contractor at no cost to the City.

The City Contract Manager may require the Awarded Contractor to immediately remove any employee/supervisor/manager if the City Contract Manager, in his sole discretion, determines it to be in the best interest of the City.

The Awarded Contractor shall perform an inspection of all assigned locations each week. A written inspection form shall be provided to the City Contract Manager prior to the end of the work week during which the inspection was conducted. The format of the written inspection form shall be approved by the City Contract Manager.

PROJECT MANAGER QUALIFICATIONS:

1. Five (5) years' experience in the custodial field and two (2) years' experience as project manager.**(please supply resumes)**
2. Must speak, read, and write English fluently.
3. Must attend meetings with designated City representatives, as required.
4. Must have the ability to prepare and maintain written reports and schedules.

AWARDED CONTRACTOR'S PERSONNEL

The Awarded Contractor shall:

1. Have all personnel be of the utmost integrity and not deviate from their assigned tasks and work areas. The requirements specified herein are only a brief overview of what is expected from the Awarded Contractor and shall not be limited to what is outlined.
2. Provide the City with a steady and dependable workforce. Personnel turnover shall be kept to a minimum.
3. Provide competent, trustworthy, and properly trained personnel for their work. The Awarded Contractor and its personnel shall be required to comply with all applicable regulations of the City and any other regulations that have jurisdiction.
4. Understand the City Contract Manager reserves the right to prohibit, with or without cause and at his sole discretion, any of the Awarded Contractor's personnel from performing services in City facilities or in connection with the Contract.
5. Propose replacement personnel that meets all minimum qualifications specified herein. Replacement personnel shall be provided at no additional cost to the City. The City may reject any replacement if work performance is questionable or unfavorable, in the City's sole discretion.

The City will be the sole judge of the qualifications of the proposed replacement personnel. This shall also apply when the Awarded Contractor substitutes an employee with a backup in the absence of regularly scheduled staff. The City Contract Manager shall be notified in writing within a reasonable amount of time prior to substitution for approval. Approval must be granted prior to the employee starts servicing the location.

6. Take into consideration that due to the nature of activities conducted at City facilities, the City requires background checks be performed for all employees used in the performance of the Contract. All employees working on City owned or leased property shall be fingerprinted and issued a badge prior to work. **Background checks and fingerprinting shall be done by the Police Department at no charge to the Awarded Contractor. The Awarded Contractor shall pay for an employee's lost badge replacement. To verify identification, all onsite staff shall be required to pass a state and national fingerprint-based record checks prior to granting access to the Police Department, IT Department, as well as any designated physically secure locations or controlled areas in accordance with the Criminal Justice Information Services (CJIS) Security Policy Version 5.9.3 (CJISD-ITS-DOC-08140-5.9.3). Each individual onsite staff person shall sign the "FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM," attached.**
7. Instruct their employees that they are not to be assisted or accompanied by non-employees during their shifts or employees not approved to work at the specific location.
8. Notify the City Contract Manager, in writing, immediately of an employee's termination. The employee's access and ID badge shall be returned immediately for processing.
9. Be responsible for ensuring that all custodial staff be able to communicate and take oral direction in English. Day staff working in a group of two (2) or more, shall be required to have a minimum of one (1) staff member able to communicate and take oral direction in English. If it is found there is no one capable of so communicating, the City, at its discretion, has the right to remove the staff from the building and call the Awarded Contractor for an immediate replacement.
10. Be responsible for ensuring that its employees do not use City property, including but not limited to, radios, computers, copiers, calculators, and telephones.
11. Be responsible for ensuring that its employees do not read, copy, or disclose, in any fashion any unauthorized materials and/or documents.
12. Be responsible for ensuring that its employees do not disturb papers on desks or open desk drawers and cabinets or any other unauthorized containers.
13. Report to the City any possible theft by employees or any allegations of employee dishonesty immediately after Awarded Contractor becomes aware of the theft or allegations of employee dishonesty. Specifically, the Awarded Contractor shall inform the City in writing of any report, discovery, or investigation of any theft, fraud, or damage to City or private property.
14. Prohibit any employee from remaining on the job site or working in connection with the Contract, if the employee appears to be under the influence of drugs or alcohol. Drugs or alcohol shall not be permitted in/at any City facility.
15. Not allow the consumption of food or drink in any areas other than those areas designated by the City Contract Manager.
16. Ensure employees shall not sit down, take breaks, or otherwise loiter in any public areas while on duty or off duty, while still in uniform. The Awarded Contractor shall instruct its employees to use the break/lunchroom whenever practical in order to minimize loitering in the public areas.
17. Ensure that its employees do not adjust any building thermostats.
18. Not allow employees to loiter or congregate in office areas when they should be working.
19. Ensure that the Awarded Contractor's employees notify the City Contract Manager of any missing or damaged furnishings or equipment. In addition, any items requiring maintenance or repair shall be reported to the City Contract Manager. Items such as clogged toilets, leaking pipes, loose tile, in-operative lights, etc., are expected to be reported immediately upon discovery.

AWARDED CONTRACTOR'S ACCESSIBILITY / CELLPHONES

The Awarded Contractor shall return all phone calls, texts, and/or emails from the City Contract Manager within twenty (20) minutes, twenty-four (24) hours per day, seven (7) days per week. In buildings with daytime services, Awarded

Contractor's employees shall be available utilizing a portable communicable device, which shall be furnished by the Awarded Contractor at no additional cost to the City.

TRAINING

The Awarded Contractor shall:

1. Maintain a training record for each employee. The training record shall show at a minimum the employee's name, date of employment, and the type and date of each training class attended. The Awarded Contractor shall present such records for inspection upon request by the City Contract Manager. The City Contract Manager may from time to time monitor the instruction of such training classes.
2. At a minimum, ensure each employee is trained to perform the requested services outlined and training is performed on a reoccurring basis; is trained in the proper methods and use of tools, chemicals, equipment, and supplies; is trained in restroom cleaning, general office cleaning, and carpet and floor care; OSHA requirements; asbestos awareness training; bio-hazardous waste training; and any other skills or knowledge needed by the employees of the Awarded Contractor to safely and adequately perform the services under the contract.

The Awarded Contractor shall provide training to employees at no additional cost to the City.

SCHEDULING, EMPLOYEE WORK HOURS AND WAGES

The Awarded Contractor shall be responsible for the scheduling of its employees in order to accomplish the tasks and cleaning requirements at the times designated by the City Contract Manager.

Work shall be scheduled such that it will not disrupt the functions and normal day-to-day procedures of the City facilities and conform to all security requirements in place for each building being serviced.

The City reserves the right to approve and make changes at any time to the schedule for when services are to be provided in order to accommodate the building occupant's needs and requirements. This shall be taken into consideration when submitting an offer and shall be strictly enforced.

The Awarded Contractor shall be responsible for providing sufficient staff to accomplish all stated tasks for routine services within the allotted timeframe the City allows for each building requiring routine service as determined by the City Contract Manager. The Awarded Contractor shall conform to the City daytime and project work schedule and shall at all times have on site the required number of staff to complete the services. Once awarded the Contract, the Awarded Contractor shall provide a schedule for all locations requiring service, what custodial staff shall be assigned to each location, and shall notify the City Contract Manager of employee leave dates. This list shall be current at all times and when changes are made, the City Contract Manager shall be notified via email prior to any substitution. At no time shall an employee be substituted without prior written approval from the City Contract Manager and without proper clearance (applicable background check and card access, if required at site) for the location requiring service. **If the Awarded Contractor does not comply with these requirements, termination may be exercised as this could pose a security breach if unauthorized individuals are granted access.**

HOLIDAYS

The following days are City of Port St. Lucie recognized holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day

Independence Day	Christmas Day
Labor Day	New Year's Eve Day

The dates of the holidays observed change yearly. The Awarded Contractor shall check with the City Contract Manager for an exact schedule of when the City observes each holiday, as some buildings do not observe certain holidays and are open. No additional compensation will be provided for scheduled services (i.e. Daytime and Routine) on these days if a location is open. If additional services are requested during a Holiday that is not already part of the regularly scheduled service, the Awarded Contractor shall be compensated accordingly for the requested service.

UNIFORMS AND IDENTIFICATION BADGES

The Awarded Contractor's employees shall be attired in distinctive, clean, and identifiable uniforms furnished by the Awarded Contractor, at the Awarded Contractor's sole expense, and approved by the City Contract Manager. They shall be neat and clean in appearance. The uniform shall consist of long pants and a prominent logo on the shirt. No T-shirts or open-toed footwear shall be permitted.

The Awarded Contractor's employees shall also always wear an identification badge in plain sight. Any employee found without a badge and in full uniform shall be sent home and the City Contract Manager shall levy a deduction against the Awarded Contractor's monthly invoice for any services not performed.

SIGN-IN LOG

The Awarded Contractor shall provide a sign-in log form acceptable to the City Contract Manager for each location. The log shall identify the date, arrival and departure time, and employee name and signature. The Awarded Contractor shall provide the City with a copy of the attendance record with employee(s) names, and hours worked, when requested by the City Contract Manager.

REQUIRED DOCUMENTATION

All required documentation shall be provided to the City Contract Manager throughout the term of the Contract, including subsequent renewals, unless otherwise noted. Any changes or updates shall be provided to the City Contract Manager.

A Safety Data Sheet (SDS), in compliance with the standards set forth by the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard, shall be provided for all chemicals used in the performance of the Contract at each location.

All changes/updates to the chemicals utilized shall be submitted for prior approval in writing to the City Contract Manager immediately along with a new SDS.

SCAVENGING

The Awarded Contractor shall develop, implement, and maintain adequate procedures to ensure that employee(s) do not scavenge through any personal belongings or City items.

SOLICITING

The Awarded Contractor shall develop, implement, and maintain adequate procedures to ensure that employee(s) do not solicit any services from City staff or on any City property.

SAFETY

The Awarded Contractor shall be responsible for ensuring that any work performed in connection with the Contract shall conform to the guidelines set forth by the Occupational Safety and Health Administration.

The Awarded Contractor shall submit to the City Contract Manager a program for safety. This program shall include the specific action the Awarded Contractor shall take to train its employees in:

1. Safe work habits
2. Safe use of cleaning chemicals
3. Safe use of cleaning equipment
4. Recognizing hazardous or other materials that are not permitted for use in the Contract.
5. Slip and falls.
6. Use of Personal Protective Equipment (PPE)

For all operations requiring the placement and movement of the Awarded Contractor's equipment, the Awarded Contractor shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons or damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel. **No doors shall be propped open at any time.** All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved into the areas where they are required, placed, shifted where necessary, and removed from the areas in such a manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel. When the Awarded Contractor's employees use any motorized vehicles in connection with the Contract, the Awarded Contractor shall instruct its employees that such use shall be in a safe and careful manner, and that all posted speed limits shall be observed.

The Awarded Contractor shall display signs when floorwork is being performed in order to notify the public of potential safety hazards. Signs shall be immediately removed once the floor is no longer a potential safety hazard.

The Awarded Contractor shall participate in all accident/incident investigations. Participation shall include dispatching the Supervisor within fifteen (15) minutes, where applicable, and a maximum response time of one (1) hour, including holidays, to be on site where the accident/incident occurred. The Awarded Contractor shall inspect the area as well as all custodial activities that occurred up until the time of the accident/incident in order to determine if any conditions contributed to the accident/incident. A written report shall be provided to the City Contract Manager within forty-eight (48) hours after the investigation is completed. This report shall provide all of the pertinent information of the accident/incident and the Awarded Contractor's findings.

In addition to the above, the Awarded Contractor is responsible for obeying all rules and regulations of any governing agency having jurisdiction.

ENERGY CONSERVATION

The Awarded Contractor shall comply with all energy conservation practices of the City. The Awarded Contractor shall not change thermostat settings at any time. The Awarded Contractor shall turn off all lighting when exiting each area of the building. In situations where energy management systems have shut-off lighting, the Awarded Contractor may manually turn on lighting, but it is expected that the lighting be turned off again when leaving an area.

INSPECTIONS AND REPORTS

The Awarded Contractor shall complete daily check sheets of all services performed at each location for inspection by the City Contract Manager.

The City Contract Manager will schedule a site inspection with the Awarded Contractor's Supervisor or designee on an as needed basis. No additional compensation shall be provided to the Awarded Contractor for Supervisor inspections. The

purpose of the site inspection shall be walking the sites to note adherence with the Contract. The project manager shall generate a written report within five (5) working days.

The Awarded Contractor shall maintain a file of all inspections conducted and any corrective action taken. This documentation shall be made available to the City at any time during or after the term of the Contract, for a period of seven (7) years. The Awarded Contractor's employees shall notify the City Contract Manager of any missing or damaged furnishings or equipment. In addition, any items requiring maintenance or repair shall be reported to the City Contract Manager. Items such as clogged toilets, leaking pipes, loose tile, in-operative lights, etc., are expected to be reported immediately upon discovery.

STORAGE SPACE

The City may supply at its discretion, limited storage space to the Awarded Contractor for storing supplies, materials, and equipment. The City Contract Manager shall designate these areas. The use of City storage facilities shall be on a space available basis. The City is not obligated to provide storage space, and storage for all equipment, supplies, and materials.

The Awarded Contractor is ultimately responsible for storage.

The Awarded Contractor shall keep its portion of the storage area organized, clean, and free of all debris and in accordance with all applicable fire regulations.

No materials or equipment shall be stored in City facilities other than those designated by the City Contract Manager.

No equipment or materials shall be stored in City facilities that are not directly used for the cleaning purposes stated in the Contract.

No flammable products shall be stored on City property and are the sole responsibility of the Awarded Contractor. The Awarded Contractor shall provide access to the City Contract Manager for all assigned storage space as requested.
Off-site staging of supplies and inventories shall be the responsibility of the Awarded Contractor. The storage room shall remain locked.

The City shall not be held responsible for missing supplies, materials, and equipment during the term of the Contract.

SECURITY AND IDENTIFICATION

Security
The Awarded Contractor and employees of the Awarded Contractor shall take all measures necessary to comply with the security rules and regulations of the City and all Federal, State, and local rules, laws, and regulations.

The Awarded Contractor shall ensure that all rooms within buildings are locked after being serviced unless otherwise stated by staff. Exceptions to this are restrooms, interior offices without locks, and areas that are routinely left unlocked.

The Awarded Contractor shall report immediately to the City Contract Manager or the on-site City security personnel, the presence of suspicious persons, building system failures, fire, smoke, unusual odors, and conditions indicating theft or break-ins.

The Awarded Contractor shall not open locked doors for any person other than custodial staff who has work to perform in the locked room related to the Contract. Permission shall be provided by the City Contract Manager in writing to the Awarded Contractor to enter locked areas to perform services at the building occupant's requests. The Awarded Contractor shall close and/or lock all doors that it opens in order to provide services and leave the area as originally found unless otherwise requested.

In addition to any other security rules and regulations, the Awarded Contractor shall inform its employees of and enforce the following policies:

1. No guns, knives or other dangerous weapons shall be allowed on the premises.
2. No dangerous or illegal drugs or other prohibited substances, including alcohol, shall be allowed on any City property.

The Awarded Contractor shall ensure that lost or apparently lost articles, that are found by the Awarded Contractor's employees be turned in immediately to the City Contract Manager.

The Awarded Contractor shall be given instructions for each building that identifies which doors are to be accessed when entering and exiting the building. This shall be strictly enforced by the City and shall be enforced and reiterated to the Awarded Contractor's employees regarding the importance of following these restrictions, to ensure City buildings are secure at all times.

Violations of these policies shall not be tolerated.

Keys

The City shall provide the Awarded Contractor with sufficient keys to permit the Awarded Contractor to carry out the responsibilities of the Contract.

All keys provided remain the property of the City and shall not be duplicated except by the City Contract Manager. In the event that duplicates are needed, the Awarded Contractor shall notify the City Contract Manager.

Any items (e.g., keys, access cards, etc.) which become lost, missing, or stolen, shall be immediately reported to the City Contract Manager.

The Awarded Contractor shall be required to sign for each key issued to them and maintain a record of the keys and/or access devices. A key log shall be provided to the City Contract Manager on a monthly basis to ensure the Awarded Contractor has safeguards in place to avoid unauthorized access. If the Awarded Contractor loses a key, they shall be required to reimburse the City for the cost of labor and material for having duplicates made for non-subscription and subscription keys. Subscription keys lost shall also be subject to the cost of cylinder replacements, if deemed necessary to fully contain any future security concerns.

In the event of lost or misplaced keys, the City Contract Manager shall determine whether a lock change or re-keying is necessary.

The Awarded Contractor shall reimburse the City for the total cost (labor and material) of such lock changes, re-keying, and replacement keys, as determined by the City.

NON-PERFORMANCE OF SERVICES/MISCONDUCT OF EMPLOYEE

Awarded Contractor non-performance shall be considered to have occurred when services were not performed in accordance with the terms, conditions, and specifications of the Contract and/or the City deemed an employee careless, incompetent, insubordinate, or otherwise objectionable, or whose continued employment on the job is deemed to be contrary to the interests of the City.

In the event of non-performance by the Awarded Contractor, the City shall have the right to remedy by the following methods:

1. Notify the Awarded Contractor of non-performance and allow the Awarded Contractor to correct such item(s) of non-performance. Corrective action for non-performance shall be approved and completed within twenty-four (24) hours from the Awarded Contractor's notification; unless the situation is severe, then correction would be required sooner, as determined by the City. If Awarded Contractor does not correct non-performance within the specified timeframe, a Vendor Performance Report may be issued and/or a meeting may be scheduled with all parties. The corrective action should not be provided by an employee already on-site fulfilling another scheduled service. The Awarded Contractor shall provide additional staff at no additional cost to the City to rectify the issues. A Vendor Performance Report may be issued in

instances where non-performance incidents are occurring and/or non-performance has not been corrected in the allocated timeframe and/or the issue involves an employee related incident and/or severity of issue.

2. The City may correct the item of non-performance by any means it deems necessary. Direct costs incurred by the City for the correction may be deducted from payments made to the Awarded Contractor and a Vendor Performance Report may be issued.

PAYMENT

Payment will be based on the unit price(s) offered on the bid response page(s). Price shall include, but is not limited to, all supervision, labor, equipment, materials, transportation, shipping charges, surcharges, and other items, facilities, and service(s) necessary to fully and completely accomplish task(s), unless clearly noted herein. The Awarded Contractor shall not be compensated for travel time and breaks and shall only be compensated for services rendered. In the event, the City is closed for an unforeseen event (e.g. hurricane, natural disaster, etc.) and regularly scheduled services are not required, the Awarded Contractor shall not be compensated.

INVOICES

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless Awarded Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Awarded Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described herein, and is approved by the Project Manager as required under Section XV of the Contract.

For additional services, invoices shall be provided within seven (7) days of the services being rendered.
Each invoice shall contain the following:

a) Location name and address
b) Date of service
c) Correct Purchase Order (PO) number
d) Service Provided
e) Service fee if regularly scheduled service.
f) The total number of hours including the appropriate hourly rate if for additional services
g) Supporting documentation, if applicable

DEFINITIONS

EMERGENCY RATE: Hourly rate per person paid for additional work required by the City in emergency situations including spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as determined/assigned by the City Contract Manager.

ENVIRONMENTALLY PREFERRED PRODUCTS: Environmentally Preferred Products (EPP) and services have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose.
DAYTIME RESTROOM SERVICE: Daytime restroom cleaning services shall be performed between the hours of 11:00 a.m. – 1:00 p.m., at the locations and frequencies listed under Daytime Restroom Services. In order to accommodate the tenants of the building, work schedules may be modified and are at the sole discretion of the City Contract Manager at no additional cost to the City.

ROUTINE SERVICE: Cleaning services are generally provided after 5:00 p.m. and before 7:00 a.m., Monday through Friday, except where six (6) and seven (7) days of service is indicated. In order to accommodate the tenants of the building, work schedules may be modified and are at the sole discretion of the City Contract Manager at no additional cost to the

City. The number of staff for each building is determined by the Awarded Contractor who shall be held responsible for completing tasks in accordance with the specifications herein.

ADDITIONAL SERVICE AS NEEDED: Temporary additional service that is not part of the monthly service schedule. When additional work is required by the City, the Awarded Contractor shall be paid the hourly rate offered on the bid response page(s) for daytime or project work, depending on the type of extra work required. If the work occurs on a Saturday, Sunday, or holiday, the Awarded Contractor shall be paid 1.5 times the hourly rate offered for the actual hours worked.

EMERGENCY SERVICE: Temporary emergency service that is not part of the monthly service schedule. Emergency situations include spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as determined/assigned by the City Contract Manager. When additional work is required by the City for an emergency situation, the Awarded Contractor shall be paid the hourly amount as offered on the bid response page(s) for Emergency Rate. The Awarded Contractor shall respond within thirty (30) minutes of notification by the City Contract Manager. No additional compensation shall be given to the Awarded Contractor on a Saturday, Sunday, or holiday. The Awarded Contractor shall take this into consideration when submitting their bid. The only exclusion to this requirement would be hurricane activation which is defined in the **HURRICANE ACTIVATION SERVICE** section**.**

HURRICANE ACTIVATION SERVICE: Temporary hurricane activation service that is not part of the monthly service schedule. The Awarded Contractor shall provide coverage for hurricane preparation, during activation, and post-hurricane (requires custodial staff to remain on site before, during, and after). Custodial staff shall remain on site until the City Contract Manager determines services are no longer required. Additional and/or replacement staff may be required after the storm has passed to assist with post operation. The Awarded Contractor shall be paid the price offered on the bid response page(s) for Emergency Rate for the first eight (8) hours. The Awarded Contractor shall then be paid 1.5 times the price offered on the bid response page(s) for Emergency Rate, for the duration of the assignment.

CONSUMABLE GOODS:
Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately.
Consumable goods shall consist of:

1. Toilet tissue
2. Hand towel rolls - unless a facility has a multifold dispenser.
3. Hand soap
4. Trash liners - clear to fit appropriate receptacles.
5. Toilet seat covers
6. Sanitary napkin disposal bags

Period of Performance

The Contract term is for a three (3) year period beginning November 1, 2024 to October 31, 2027, with options for four (4) additional one (1) year extensions, as determined by the City and with agreement by both parties.

1.3. 1.4. Overview of the eBid Process

The objective of the eBid is to select one or more qualified Contractors (as defined by Section 1.1 – "Purpose of the Procurement") to provide the goods and/or services to the City as outlined in this eBid. This eBid process will be conducted to gather and evaluate responses from Contractor for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractor's responses received prior to the closing date of this eBid and resolution of any Contract exceptions, the preliminary results of the eBid process will be publicly announced, by the City Clerk's office, including 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 CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as "contract(s)" and "award(s)." Please refer to Section 1.1 – "Purpose of the Procurement" and Section 6.5 – "Selection and Award," for information concerning the number of contract awards expected.

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 eBid will be publicly posted prior to the closing date of this eBid. After the close of the eBid, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award, and the Contract term on an as-needed basis, with or without notice.

Description	Date	Time
Release of eBid	As Published on DemandStar	N/A
Bidders'/Offerors' Conference Location: OMB Conference Room City of Port St. Lucie City Hall - Bldg. A, 3rd Floor, Suite 390 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984 Attendance is: Strongly Encouraged	**May 2, 2024 8:30 a.m** **A one-time tour of all locations to be serviced will take place as follows.** **May 2 at 9:30 am to 4:45 pm** **May 3 at 9:30 am to 4:45 pm** Please RSVP via email no later than **Friday April 26 @ 3:00 pm** to ibarr@cityofpsl.com if you plan on attending.	**Pre bid meeting Starts at 8:30 am** **Tour 9:30 am** **Tour 8:30 am**
Deadline for written questions sent via email to the Issuing Officer .	**May 9, 2024**	3:00 pm ET
Responses to Written Questions	**May 16, 2024**	5:00 p.m. ET
Bids Due/Close Date and Time	**June 3 , 2024**	3:00 p.m. ET
Contract Start Date	**November 1, 2024**	

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.

*In the event the estimated value of the Contract is less than $100,000.00, the City reserves the right to proceed directly to Contract award without posting a Notice of Intent to Award.

1.5. Official Issuing Officer (Procuring Agent)

Name: India Barr
Email: ibarr@cityofpsl.com

1.6. Definition of Terms

Please review the following terms:

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

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

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 buying, purchasing, renting, leasing or otherwise obtaining any supplies, services, professional services, construction, or any other item(s).

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 this eBid Document may be identified separately in one or more attachments to the eBid. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 – "Instructions to Contractors," of this eBid.

1.7. Contract Term

The initial term of the Contract(s) is for three (3) years with four (4), one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of a Contract amendment from the City's Procurement Management Division. In the event that the Contract(s), if any, resulting from the award of this eBid shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eBid states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

1.8.1 Hours of Service

The successful Bidder shall provide routine cleaning services generally after 5:00 p.m., Monday through Sunday, to complete all the work as specified herein. In order to accommodate the tenants of the building and/or ensure consistency for the overall work within the location, schedules may be modified (e.g. scheduling routine services prior to 5:00 p.m.; not commencing services until the facility is closed/all staff have left the building which can sometimes be after 9:00 p.m.) and are at the sole discretion of the City Contract Manager. No additional compensation shall be provided for scheduling, and the Bidder shall take this into consideration when submitting a bid. The successful Bidder shall provide an adequate number of staff in order to perform routine services in the allocated amount of time, as determined by the City Contract Manager. Work frequencies shall comply with the "Routine Work Tasks and Frequencies" schedule.

2. Instructions to Contractors

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 them from Contract responsibility.

2.1.2. Submitting Questions

All questions concerning this eBid must be submitted in writing via email to the Issuing Officer identified in Section 1.6 – "Official Issuing Officer," of this eBid. 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 eBid must be submitted in the following format:

Company Name
Question #1 Question, *Citation of relevant section of the eBid*
Question #2 Question, *Citation of relevant section of the eBid*

2.1.3. 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 offices referred to in Section 1.4 – "Schedule of Events," of this eBid. 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.

2.1.4. 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 so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.5. 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 eBid will not be considered. The Contractor's response must be complete in all respects, as required in each section of this eBid.

2.1.6. 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 eBid**. 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 eBid 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 or 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.

2.1.7. The City's Right to Amend and/or Cancel the eBid

The City reserves the right to amend this eBid. All revisions must be made in writing prior to the eBid closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the eBid, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this eBid 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 eBid 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 eBid (including any revisions/additions made in writing prior to the close of the eBid 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 eBID AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eBID. All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.8 – "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 eBid at any time.**

2.1.8. 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 Contract or any portion thereof, or of the work provided for therein, or of his right, title, or interest therein, to any person, firm, or corporation without the written consent of the City.

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

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

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 Contractor with or without cause.

2.1.9. Proposal of Addition Services

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

2.1.10. Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15.. By submitting a response to this eBid, the Contractor certifies that he is on notice of section 35.15, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.

2.1.11. 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.

2.1.12. 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 eBid, 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 NOT to 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: Even though information (financial or other information) submitted by a Contractor 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. Contractors should review chapter 119, Florida Statutes 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 eBid. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eBid provides high-level instructions regarding the process for reviewing the eBid, preparing a response to the eBid, and submitting a response to the eBid.

2.2.1. eBid Released

The release of the eBid is communicated only through the posting of this eBid as an event in DemandStar. This eBid is being conducted through DemandStar, an online, electronic tool, which allows a Contractor to register, logon, select answers, type text in response to questions, and upload any necessary documents. Each Contractor interested in competing to win a Contract award must complete and submit a response to this eBid using DemandStar. Therefore, each Contractor MUST carefully review the submittal instructions on DemandStar's website and following the submittal guidance that is provided in Section 2.2 – "Submittal Instructions," of this eBid document.

2.2.2. eBid Review

The eBid (or "Sourcing Event") consists of the following: this document, and any and all information included in the Sourcing Event, as posted to DemandStar, including any and all documents provided

by the City as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

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

2.2.3. Preparing a Response

When preparing a response, the Contractor must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eBid as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office 2007 and portable document format file (PDF). Unless the eBid specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer (See section 1.5) prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Contractor, the Contractor's response will be considered incomplete and disqualified from further consideration.

2.2.4. Submitting, Reviewing, Revising, or Withdrawing a Submitted Response

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

1. BID SUBMISSION**.** All bids shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained **in *two (2) files TOTAL***. No hard copies will be accepted.
    - Upload the Excel Bid Reply Sheet - Schedule A in **Excel Format only.** (Save as File #1).
    - Upload in one file and in the following order: Cone of Silence , BABA Certification, (Build America ,Buy America Act , Contractor's Code of Ethics, E-Verify Form, Non-Collusion Affidavit, Drug Free Workplace Form, Scrutinized Company List ,Contractor General Information Worksheet , Custodial Services Contract, FBI Security Addendum copy of Bid Bond, W-9, copy of Certificate of Insurance, and requested Resumes. (Save as File #2).

2. REVIEW AND REVISE. In the event the Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress. Once revisions are complete, the Contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Contractor temporarily losing a connection to the Internet.

3. WITHDRAW. A Contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer (See section 1.5).

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 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. Indemnification/Hold Harmless

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under the Contract. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of the Contract.

3.2. Standard Insurance Requirements

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

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

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident,

$100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

   Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability, Business Auto Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20240066 and Janitorial Services."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

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

5. Waiver of Subrogation: By entering into this Contract, the Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City of Port

St. Lucie reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

7. Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. 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.

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

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance including limits, coverages, or endorsements, herein from time to time throughout the term of 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 Contractor to execute the Contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

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

Within ten (10) business days of award, the awarded Contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the Contract number and the City as the additional Insured party. The Contractor'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.

3.3. Bonds and/or Letter of Credit

Bid Bond

Each responding Contractor must supply 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 **$1,000.00** made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded into DemandStar along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within ten (10) calendar days after the eBid Due Date as reflected above in Section 1.4 – "Schedule of Events." The Responding Contractor's bid may be considered non-responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

India Barr
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Procurement Management Division

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.

3.3.1 Proposal Certification

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

1. That the Contractor guarantees and certifies that all items included in the Contractor's response meet or exceed any and all the solicitation's identified specifications and requirements except as expressly stated otherwise in the Contractor's response; and
2. That the response submitted by the Contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period subject to the Contractor's consent; and
3. 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, state, and federal laws and can result in fines, prison sentences, and civil damage awards.

3.4 Permits

N/A

4. eBid Bid Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit a particular solution a Contractor may have available; rather, the Contractors shall propose to meet the City's needs as defined in this eBid. All claims shall be subject to demonstration. Contractors are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

Unless requested otherwise, all responses must be provided within the provided forms/Excel worksheets included with this Sourcing Event. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Contractor's response.

4.1. Introduction

All the items described in this section are service levels and/or terms and conditions the City expects to be satisfied by the selected Contractor. Each Contractor must indicate its willingness and ability to satisfy these requirements in the Contractor's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the City to meet its needs in all respects. Each Contractor's response must indicate the brand name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2. Contractor's General Information

Each Contractor must complete all the requested information in the electronic purchasing system entitled **Contractor's General Information Worksheet** for inclusion with their bid response.

4.3. Mandatory Requirements

As noted in the preceding section, this eBid contains mandatory requirements (e.g., product specifications, service or quality levels, staff requirements, experience, or license requirements, etc.) which must be met by the Contractor in order for the Contractor to be considered "Responsive" and, therefore, eligible for Contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this eBid document.
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet.
3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.
4. Provide a complete Equipment List that will be used on this project.
5. Provide a Project Management Plan to include all personnel to be assigned to this Contract.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered Responsive, Responsible, and eligible for award, all requirements identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g., responding "NO" that the Contractor does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Contractor's response, except as otherwise provided in Section 6 – "Evaluation and Award," of this eBid. Please note some requirements may require the Contractor to provide product sheets or other technical materials.

It is strongly encouraged that all Contractor's review all documents that are electronically attached to this eBid. Reviewing the documentation ensures that Contractors understand the full scope of the City's request.

5. Cost/Pricing

Each Contractor is required to submit pricing as part of its response.

5.1. General Pricing Rules

By submitting a response, the Contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting Contract; and
2. All quantities and/or estimates are for information or tabulation purposes only; and
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated Contract period; and
4. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eBid, will be treated as non-responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor's unit price and extended price, the unit price shall govern; and
6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any), and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting Contract, unless otherwise noted in the eBid or Contract; and

8. Unless otherwise specified in any terms and conditions attached to the eBid, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
9. Unless expressly permitted by the eBid, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eBid; and
11. Unless permitted by the eBid, responses requiring payment from the City in less than thirty (30) days will be considered non-responsive.

5.2 Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor's cost be structured as directed in the eBid. Additional alternative cost structures will not be considered. Each Contractor is hereby advised that failure to comply with the eBid instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Contractor's response.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format, unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols (e.g., $7.90 should be entered as 7.90). Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer."

Download the cost worksheet (if any), complete the worksheet, and then upload the worksheet by following the instructions in DemandStar

5.3 Payment by City's Visa Card Program

The City currently utilizes the State of Florida Visa Program**.** The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume a zero (0) percent discount applies.

6. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful Contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City's Contract. The City will announce the results of the eBid as described further in Section 6.8 – "Public Award Announcement."

6.1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer (See section 1.5) to determine compliance with the following requirements:

1. Response was submitted by deadline in accordance with Section 2 – "Instructions to Contractors."
2. Response is complete and contains all required documents.

6.2. Best Value Analysis (*See also* City Code of Ordinances Section 35.12):

The following criteria will be used to select the bid that will provide the best value to the City:

- Has sufficient financial resources to complete the order.
- Can meet quoted delivery considering all other business commitments. Has a satisfactory record of performance.
- Has adequate staffing to fulfill requirements.
- Has the necessary production, technical equipment, and facilities (or ability to readily obtain them).

- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- Is a manufacturer, supplier, authorized distributor, or vendor for the requirement.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Has bid within a competitive price range in relation to the needed goods, services, or construction.
- The skill and experience demonstrated by the Bidder in performing contracts of a similar nature.
- The Bidder's past performance.
- Has met all requirements of the solicitation (delivery, quality, and price).
- Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- City Ordinance Section 35.14, Local Preference in Purchasing or Contracting.

The element of price is but one of the criteria elements. When considering a proposal, the City will:

- Evaluate the pricing offered by the Bidder; consider lifecycle costing, depreciation, and service contracts.
- Determine what proposal provides the best value to the City.

Value Added: The amount or dollar value of a service that the Bidder may be able to provide the city.

- Value added may be an actual amount given to the City as a signing bonus.
- Value added may be equipment or services given to the City. In this case, the value will be determined by the City for the goods or services, not the Bidder.

6.3. Evaluating Bid Factors (Section 4)

If the Contractor's response passes the Administrative/Preliminary Review, the Contractor's responses to Section 4 – "eBid Bid Factors," will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the response. An Immaterial Deviation will be processed as if no deviation had occurred.

6.4. Evaluating Cost

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

6.5. 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 Contractors; (d) request resubmissions from all Contractors; (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 to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Contractor agrees and understands that any Contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one Contract under this solicitation, at its sole option.

Single or Multiple Award

Any Contract award(s) resulting from the eBid will be made to the Responsive and Responsible Contractor(s) that exhibit the best value as evaluated in Section 6.3 – "Evaluating Bid Factors," that meet all required specifications, and with whom the City has reached agreement on all Contract terms and conditions. The City reserves the right to select one or more Contractors for award and to award all items to one or more Contractors,

individual line items to one or more Contractors, or subcategories of products/services to one or more Contractors, when to do so is in the best interests of the City.

6.6. Local Preference in Purchasing or Contracting (City Code of Ordinances, Section 35.14)*

Except where otherwise provided by federal or state law, other funding source restrictions, or as otherwise set forth in the purchasing policy, the City of Port St. Lucie shall give preference to local businesses in the following manner:

1. When a qualified and responsive, Non-Local Business submits the lowest best value bid, and the bid submitted by one or more qualified and responsive Local Businesses is within five percent (5%) of the price submitted by the Non-Local Business, then the Local Business with the apparent lowest best value bid offer (i.e., the lowest Local Bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest best value Non-Local bidder. In such instances, staff shall first verify if the lowest Non-Local Bidder and the lowest Local Bidder are in fact qualified and responsive bidders. Next, OMB shall determine if the lowest Local bidder meets the requirements of Section 287.087, Florida Statutes, (drug-free workplace). If the lowest Local bidder meets the requirements of Section 287.087, Florida Statutes, OMB shall invite the lowest Local Bidder, in writing, to submit a matching offer to OMB which shall be submitted in writing to OMB within three (3) business days thereafter. If the lowest Local Bidder submits a written offer that does not fully match the lowest bid from the lowest Non-Local Bidder tendered previously, the next lowest fully qualified Local Bidder will be given the opportunity to match if they are within five percent (5%). This cycle shall be repeated until there are no remaining Local Bidders within five percent (5%), then award shall be made to the Non-Local Bidder. If the lowest Local Bidder does not respond, declines or is unable to match the lowest Non-Local price(s), then award shall be made to the lowest overall best value bidder. If the lowest Local Bidder does not meet the requirement of Section 287.087, Florida Statutes, and the lowest Non-Local Bidder does, the lowest Local Bidder will be disqualified and the next lowest Local Bidder will be considered if they are within five percent (5%); award will be made to the bidder that meets the requirements of the referenced state law. In the event a Local Bidder is awarded a contract pursuant to this section, all requests for change orders increasing the cost of the project must be approved by the City Council.

2. Limitations:

   (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Procurement Manual.
   (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
   (3) The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Procurement Manual.
   (4) The provisions of this ordinance shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), Section 287.55, Florida Statutes.
   (5) The provisions of this section shall not be applied to any procurement where the local nature of a business has been addressed through the scoring criteria.

*** Please review City Code of Ordinances, Section 35.14, for the full governing ordinance**

6.7. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits, request product/work samples, or to invite Contractors to present their product(s) and or service solutions to the evaluation team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with the Contractor's name, bid number, and item number. Failure of the Contractor to either deliver required samples or to clearly identify samples as indicated may be

reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

6.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") by the City Clerk's Office, pending final approval by the City Council at a publicly noticed meeting. 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. The NOIA (if any) will identify the apparent successful Contractor(s), unsuccessful Contractor(s), and the reasons why any unsuccessful Contractors were not selected for Contract award. NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE CITY CLERK'S WEBSITE FOR NOTICE OF THE NOIA DURING A CITY COUNCIL MEETING.

7. Contract Terms and Conditions

The Contract that the City expects to award as a result of this eBid will be based upon the eBid, the successful Contractor's final response as accepted by the City, and the Contract terms and conditions, which can be downloaded from DemandStar and found in Attachment B – Sample Contract, to this eBid. The "successful Contractor's final response as accepted by the City," shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the eBid 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 the City's Contract terms and conditions and attached Sample Contract prior to submitting a response to this eBid. Contractors should plan on the Contract terms and conditions contained in this eBid being included in any award as a result of this eBid. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The Contract terms and conditions may be supplemented or revised before Contract execution and are provided to enable Contractors to better evaluate the costs associated with the eBid and the potential resulting Contract.

Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the eBid specifications, and the Sample Contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a Contractor takes exception to a Sample Contract provision, the Contractor must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eBid.

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 the period identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Contractor's response. The City reserves the right to proceed to discussions with the next best ranked Contractor.

The City reserves the right to modify 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 eBid 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 (See section 1.5) prior to the deadline for submitting written questions as defined by the Schedule of Events.

This eBid and the proposal response documents submitted shall be incorporated into the final Contract by reference. Therefore, all requirements in the eBid not specifically addressed in an exception statement in the proposal and accepted in the Contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the eBid; the eBid shall be the ruling document over the Proposal response for all requirements in the eBid not specifically addressed in an exception statement in the proposal. Statement and requirements in the eBid shall rule over the Proposal document.

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 thereto), the eBid (including any subsequent addenda and written responses to bidders' 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 eBid.
(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.

8. Payment

To ensure proper payment, the awarded Contractor must comply with the following:

1. The City shall have not less than thirty (30) days to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the awarded Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eBid and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the awarded Contractor within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will make payments only on authorized transactions.
10. All invoices must be sent to: The Project Manager

9. List of eBid Attachments

The following documents make up this eBid. Please see Section 2.2.2 – "eBid 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 1.5).

❖ E-Bid Document (this document)

Attachments:

A. Sample Contract (Attached)
B. Proposed Janitorial Walkthrough Tour Map
C. Excel Bid Reply – Cost Work Sheet - Must be uploaded to DemandStar (Mandatory Document) as **File #1**.
(Mandatory Documents) - Must be uploaded to DemandStar as **File #2**:
    - Cone of Silence
    - BABA – Build America , Buy America Act
    - Contractor's Code of Ethics
    - E-Verify Form
    - Non-Collusion Affidavit
    - Drug Free Workplace Form
    - Scrutinized Companies List
    - Contractor General Information Worksheet
    - Custodial Services Contract
    - FBI Security Addendum

**Any documents indicated in Section 4.3 – "Mandatory Requirements," of this eBid must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as non-responsive.

PROCUREMENT MANAGEMENT DIVISION

Via: email & certified mail #7015-0640-0004-4973-2862

February 19, 2025

Mr. Philip Miceli
General Building Maintenance of Florida, LLC
d/b/a Pritchard Industries
150 East 42 Street, 7th Floor
New York, NY 10017
Email: pmiceli@pritchardiindustries.com

Subject: Contract #20240066 – Janitorial Services

Dear Mr. Miceli:

This letter serves as a notification of defective work and that corrective action needs to be taken.

BACKGROUND

On January 8, 2025, the City met with a representative of Pritchard Industries (Mr. Greg Betancourt) to discuss work performance concerns. City representatives in attendance included: Caroline Sturgis, Curtis Boxill, and Omar Bryan. The items that were discussed as deficient and requiring correction included:

- Trash and recycling receptacles in Buildings A (City Hall) and B (Building Department) were not being emptied on a nightly basis. During the holiday season, City staff observed trashed that remained in the receptacles for several days and Mr. Bryan had to assist with removing some due to the odor created in the offices.
- Dispensers (toilet paper, towel paper, and soap dispensers) were not cleaned and restocked appropriately.
- Extra Supplies such as toilet paper and hand towels were not being made available. As a result, supplies were being depleted during the day.

By the conclusion of the meeting, the City was reassured that work performance would improve immediately and be verified with a nightly inspection by a Contractor Supervisor. Furthermore, Mr. Betancourt accepted the City's offer for subsequent meetings with each City building manager to be facilitated by Mr. Bryan.

This would provide the Contractor a single point of contact for each of the City's buildings for addressing issues requiring correction. To date, these meetings have not occurred due to Mr. Betancourt's failure to provide his availability.

On February 12, 2025, the City again met with Mr. Betancourt to review ongoing work performance concerns. City representatives in attendance included Curtis Boxill, Anne Stadius, and Megan Massie. Performance issues discussed included:

Community Center

- Vacuuming is being partially completed in the Emergency Operations Center (EOC), only under the whiteboard. The entire room is not being vacuumed. This lack of performance for vacuuming is noted for other rooms in the Community Center.
- The EOC is not being dusted, and the walls are not wiped. The same issue is noted with other rooms.
- Hard-surfaced floors are not being vacuumed before mopped.
- Rooms are being partially mopped, and no rinse bucket is being used.
- We have witnessed the entire building being mopped, including restrooms, with the same bucket and mop. The liquid solution is not being changed after mopping of the restrooms. This is grossly unacceptable.
- City staff advised that cleaning and mopping should not happen during events. Cleaning must be done during building closure or in cooperation with Community Center staff while guests are present in the building.
    - If cleaning/mopping occurs during open hours, the areas must be blocked with appropriate signage to alert guests and promote safety.
- The Community Center will provide Contractor a 15-day schedule notice of upcoming events, including closing times – Sunday through Saturday.
- The Contractor will communicate with the Community Center staff to report damaged or broken paper towel, soap, and toilet paper dispensers.
- The Contractor shall use heavy-duty trash liners for upcoming events.

Building B

- A walkthrough was conducted to point out concerns.
- The 1st floor restrooms have soap on the counter, staff has reported no soap in the dispenser for three days, and paper products are not being replenished. City staff (Mr. Bryan) has been replenishing missing products.
- The ice machine had not been cleaned for some time.
- Ladies Restroom on the first floor - Ceiling vents' grills are dirty and need to be cleaned.

City Hall Council Chambers

- Trash and recycle bins had not been emptied.
- The carpet is not being vacuumed in a satisfactory manner as noted with visible items on the floor.

Additionally, a representative from the Police Department (Emily Burgos) has communicated directly with Mr. Betancourt regarding supplies shortages. On January

27, 2025, Ms. Burgos emailed Mr. Betancourt advising that the Animal Control building did not have enough supplies (paper towels, trash bags, and toilet paper), and this was not the first occurrence. Mr. Betancourt promptly responded that the Contractor would provide additional supplies.

In the event General Building Maintenance of Florida, LLC d/b/a Pritchard Industries does not subsequently complete the work as agreed per City Contract #20240066, the City has the right to exercise Section XV, which is found of pages 37 and 38. A copy of the contract is included with this communication, with the section extracted and displayed below.

SECTION XV
INSPECTION AND CORRECTION OF DEFECTS

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

. . . .
Defective Work *- All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then*

replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and/or may be deducted from any moneys due to the Contractor or his Surety.

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

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

In summary, we look forward to resolving these concerns immediately and continuing a promising partnership between our organizations. Please feel free to contact me if you have any questions.

Sincerely,

India Barr
Procurement Agent I

CC: Caroline Sturgis, Acting Facilities Maintenance Director
Curtis Boxill, Facilities Maintenance Supervisor
Nathaniel Rubel, Procurement Assistant Director
Alyssa Lunin, Senior Deputy City Attorney

Attachment: Copy of Contract 20240066

PROCUREMENT MANAGEMENT DIVISION

Via: email & certified mail #7015-0640-0004-4973-2879
May 2, 2025

Mr. Philip Miceli
General Building Maintenance of Florida, LLC
d/b/a Pritchard Industries
150 East 42 Street, 7th Floor
New York, NY 10017
Email: pmiceli@pritchardindustries.com

Subject: Contract #20240066 ("Contract") – Janitorial Services – Notice of Default

Dear Mr. Miceli:

This letter serves as a notice of default to General Building Maintenance of Florida, LLC d/b/a Pritchard Industries ("Pritchard") under the Contract. Pursuant to the Contract, Section XX – Termination, Delays, and Liquidated Damages:

> **Notice of Default** - If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:
>
> I. Immediately terminate the Contract without additional written notice(s); and/or
> II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
> III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

See Attachment 1 – Contract 20240066 PSL Janitorial Services. The City outlined the ongoing issues with Pritchard's services under the Contract in its notice of defective work letter sent on February 19, 2025, attached hereto as Attachment 2 - February 19, 2025 Notice of Defective Work Letter. The City incorporates the background and issues outlined in that letter into this one. Additionally, since the date of the notice of defective work letter, there have been additional discussions and concerns.

- On February 21, 2025, City staff at Thornhill reported that Pritchard was delivering cleaning supplies at the front door of the administrative building, without ensuring someone received the supplies. The supplies were left unattended with the assumption that City staff would secure them once they "stumbled" on the supplies. Three days later, on February 24th, City staff at Thornhill reported that hand soap in the bathrooms appeared to be diluted. See Attachment 3 – Thornhill Building supplies and bathroom 02.21.25.
- On March 4, 2025, City staff at the Community Center reported discoloration of tile floors and grout shortly after a deep cleaning was performed. The tinted grouted occurred as a result of Pritchard staff using dirty water to mop the floors. City staff requested Pritchard deep clean the grout lines to restore a clean appearance. Greg Betancourt, Regional Manager for Pritchard, agreed to re-scrub the grout lines. See Attachment 4 – Community Center tile floors and grout 03.04.25.
- On March 11, 2025, City representatives (Ms. Caroline Sturgis, Mr. Curtis Boxill, and Mr. Bryan Hirsh) met with Pritchard's representative (Mr. Betancourt) at one of the City's Utility locations (Prineville) to inspect the cleanliness of the restrooms. See Attachment 5 – Utility Location Prineville Site Visit 03.11.25.
    - During our visit, we verified the condition of both the men's and women's restrooms were uncleaned and had dust build-up for what appears to have accumulated over months. The floors throughout the building were dirty and dusty. Likewise for the stairwell areas.
    - Mr. Betancourt assured City staff that the concerns would be addressed immediately.
- On March 12, 2025, Mr. Betancourt emailed an update of cleaning efforts at the Prineville location following the prior day's site visit. See Attachment 6 – Prineville March 11 cleaning 03.12.25.
- On March 13, 2025, the cleaning staff left garbage bags on an office chair within an assistant director's office. See Attachment 7 – Thornhill garbage in Assistant Director office 03.13.25.
- On March 14, 2025, City staff at the Traffic Operations Compound reported that there had been no cleaning during the week and trash was not emptied.

Staff also expressed the need for paper towels and toilet paper. See Attachment 8 – PW Traffic Operations no cleaning no supplies 03.14.25.

- On March 20, 2025, City staff at the Prineville Administration building reported no paper towels in the men's bathroom for two (2) days in a row. See Attachment 9 – Prineville men's bathroom no paper towels 03.20.25.
- On March 24, 2025, City staff at Prineville reported cleaning deficiencies. See Attachment 10 - Prineville cleaning deficiencies 03.24.25.
- On March 25, 2025, City staff at Prineville sent a thank you email to Mr. Betancourt for the cleaning of building H. See Attachment 11 – Prineville building H cleaning 03.25.25.
- On March 25, 2025, City staff reported a maintenance office at Prineville had not been cleaned. Pritchard's staff responded they did not have access to the office area. City staff reviewed fob access and confirmed that the individual Mr. Betancourt identified as needing access already had access to the area in question, and that the Pritchard staff member claiming lack of access had never even attempted to scan into the area doors. See Attachment 12 - Prineville fob access discrepancy 03.25.25.
- On March 27, 2025, staff at Thornhill Building 2 reported no soap in the men's bathroom. See Attachment 13 – Thornhill bathroom no soap 03.27.25.
- On March 27, 2025, City staff at Prineville reported cleaning supplies left on top of an ice machine. A leakage would have contaminated the ice. Furthermore, the stairwells were not cleaned as promised from the walkthrough meeting of March 11, 2025. See Attachment 14 – Prineville ice machine and stairwell 03.27.25.
- On April 1, 2025, City staff from Prineville captured photos of the facility the morning after cleaning. The floors did not appear to be cleaned. See Attachment 15 - Prineville photos of cleaning deficiencies 04.01.25.
- On April 3, 2025, City staff from Prineville captured additional photos of the facility. The floors were in the same unclean condition as two days prior. See Attachment 16 - Prineville photos of cleaning deficiencies 04.03.25.
- On April 8, 2025, City representatives (Ms. Sturgis, Mr. Boxill, Captain Michelle Steele, Lieutenant John Dellacroce, Ms. Emily Burgos, and Ms. India Barr) met with Pritchard's representatives (Mr. Betancourt, Mr. Rolando Perez, and Mr. Mike Woodson) at City Hall to discuss cleaning deficiencies at the Police headquarters and satellite locations. See Attachment 17 – Pritchard and PSLPD meeting 04.08.25. Some of the issues that were discussed at that meeting were:
    - Not enough supplies (paper towels, toilet paper, soap, etc.) were delivered to offsite locations.
    - Police's main building community room was not being cleaned on a regular basis.
    - Overall cleaning frequency of City buildings was not keeping up with

usage of facilities.
    - City's clinic facility depleted its toilet paper inventory the week prior.
    - City has multiple types of paper dispensers and should consolidate into a single style. The City has ordered standard paper towel and toilet paper dispensers, and soap dispensers. To date, the City has replaced 16 dispensers, and 6 units are pending replacements. The remaining units are on backorder and will be installed upon receipt, which the City anticipates occurring during the month of May.
    - Pritchard representatives assured City staff that improvements were happening, including the change of cleaning staff at Prineville, and more changes would be forthcoming to improve service.
- On April 9, 2025, City staff at Thornhill reported that Pritchard cleaning staff were not wearing uniforms and were sharing fobs for access into the building. In the same communication, City staff reported the warehouse door was left open (overnight) a few weeks prior. See Attachments 18a and 18b – Thornhill concerns uniform fob access 04.09.25.
- On April 10 and 14, 2025, Mr. Betancourt emailed photos of complete cleanings conducted at the Police's main building. See Attachment 19a – Police Main Building Cleaning 04.10.25 and Attachment 19b – Police Main Building Cleaning 04.14.25.
- On April 15, 2025, staff at the Utility Department contacted Mr. Betancourt regarding office garbage cans remaining full for several weeks. See Attachment 20 – Prineville Garbage Cans 04.15.25.
- On April 17, 2025, City staff at the Prineville Maintenance building reported the bathrooms were not being cleaned. See Attachment 21 – Prineville Maintenance building bathrooms 04.17.25.
- On April 23, 2025, City staff from the Building Department reported that the bathroom in the Licensing area had not been cleaned, and this was a pattern over the past several weeks. See Attachment 22 – Building Department restroom 04.23.25.
- On April 24, 2025, City staff from Public Works (working in the Building Department) reported that Pritchard cleaning staff were not replacing paper towels in the kitchen. City staff had been refilling the dispensers with paper towels left on the counter by cleaning staff. See Attachment 23 – Building Department kitchen 04.24.25.

Under Section XX of the Contract, the City requests that the foregoing breaches and/or items of noncompliance be remedied within fourteen (14) days of the date of this letter. If Pritchard fails to comply, the City reserves the right to take any and all actions permitted under the Contract and/or under Florida law.

The City looks forward to Pritchard resolving these concerns as outlined herein and through numerous communications. Please feel free to contact me if you have any questions.

Sincerely,

India Barr
Procurement Agent I

C: Caroline Sturgis, Acting Facilities Maintenance Director
Curtis Boxill, Facilities Maintenance Supervisor
Nathaniel Rubel, Procurement Assistant Director
Alyssa Lunin, Senior Deputy City Attorney

Attachments:

1) Contract 20240066 PSL Janitorial Services
2) February 19, 2025 Notice of Defective Work Letter
3) Thornhill Building supplies and bathroom 02.21.25
4) Community Center tile floors and grout 03.04.25
5) Utility Location Prineville Site Visit 03.11.25
6) Prineville March 11 cleaning 03.12.25
7) Thornhill garbage in Assistant Director office 03.13.25
8) PW Traffic Operations no cleaning no supplies 03.14.25
9) Prineville men's bathroom no paper towels 03.20.25
10) Prineville cleaning deficiencies 03.24.25
11) Prineville building H cleaning 03.25.25
12) Prineville fob access discrepancy 03.25.25
13) Thornhill Building 2 bathroom no soap 03.27.25
14) Prineville ice machine and stairwell 03.27.25
15) Prineville photos of cleaning deficiencies 04.01.25
16) Prineville photos of cleaning deficiencies 04.03.25
17) Pritchard and PSLPD meeting 04.08.25
18) a) and b) Thornhill concerns uniform fob access 04.09.25
19) a) and b) Police Main Building Cleaning 04.10.25 and 04.14.25
20) Prineville Garbage Cans 04.15.25
21) Prineville Maintenance building bathrooms 04.17.25
22) Building Department restroom 04.23.25
23) Building Department kitchen 04.24.25

Agenda Summary

2025-699

Agenda Date: 7/28/2025 **Agenda Item No.:** 7.e

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve the Agreement with Respect to Florida Power & Light Lighting for a Portion of Marshall Parkway with Mattamy Palm Beach, LLC

Submitted By: Diana Spriggs, P.E - Assistant Director, Public Works

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

Summary Brief (Agreements/Contracts only)

1. Prepared by: City Attorney's Office
2. Parties: City of Port St. Lucie and Mattamy Palm Beach, LLC (Mattamy)
3. Purpose: Enter into an agreement that establishes a payment that Mattamy will provide to the City equivalent to the cost Mattamy would have incurred if it had installed the street lighting itself.
4. New/Renewal/Modified: New
5. Duration: Perpetual until payment is received as outlined in the agreement.
6. Benefits to Port St. Lucie: Facilitating completion of the street lighting without the installation cost being a burden on City residents. Mattamy will provide a payment of $239,200.40 that the City will use to make payments with FPL Lighting Agreements and general City streetlighting needs.
7. Cost to Port St. Lucie (Annual and Potential): The City will pay the monthly rental fee of $238.75 plus electricity for the lighting.

Presentation Information: Questions will be answered upon request.

Staff Recommendation: Move that the Council complete motion in the affirmative.

Alternate Recommendations:

1. Move that the Council amend the recommendation and complete motion in the affirmative.
2. Move that the Council not approve and provide staff direction.

Background: The City became aware over the last year that the monthly rental fee being charged to the City in Florida Power & Light (FPL) agreements includes the initial cost of fixtures and installation broken up over years as FPL does not charge for installation. The City in turn also learned that the developer obligated roadway extensions were not being required to fund the street lighting fixtures and installation. After negotiations with FPL and Mattamy, we were able to work with Mattamy to get a cost estimate of what the furnish and install price for street lighting would have been for this portion of roadway.

Issues/Analysis: The monthly cost to the City for FPL Street Lighting can change over the years due to a change to the Lighting Tariff controlled by the Florida Public Service Commission. A long term analysis does show the financial benefit to utilizing FPL Street Lighting versus City owned and maintained lighting systems.

Financial Information: The City shall receive $239,200.40 from Mattamy as a reimbursement of the material and installation cost of the street lighting, to be placed in a financial fund to pay future payments and costs associated with FPL Lighting Agreements and for general City street lighting needs.

Special Consideration: N/A

Location of Project: Marshall Parkway from Cerise Drive to SW Community Boulevard

Attachments: FPL Lighting - Marshall Pkwy Agreement - Mattamy

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

Internal Reference Number: Legal Intake 25140-05

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

AGREEMENT WITH RESPECT TO FPL LIGHTING AGREEMENTS FOR PORTION OF MARSHALL PARKWAY

THIS AGREEMENT WITH RESPECT TO FPL LIGHTING AGREEMENTS ("Agreement") is entered into on this __ day of_____, 2025, between the CITY OF PORT ST. LUCIE, a municipal corporation (hereinafter, the "City") and MATTAMY PALM BEACH, LLC, a Delaware limited liability company (hereinafter, the "Developer").

RECITALS

WHEREAS, Developer is in the process of constructing the portion of Marshall Parkway from Cerise Drive to SW Community Blvd ("Marshall Parkway") pursuant to final construction plans approved by the City (the "Approved Plans"); and

WHEREAS, section 156.117 of the City's Code requires that street lighting shall be installed in all subdivisions and section 156.147 of the City Code identifies streetlighting as a component of improvements a developer is required to install within a subdivision; and

WHEREAS, the Developer did not and does not plan to install streetlights itself or pay for the installation of the streetlights and related equipment; and

WHEREAS, instead the Approved Plans include the installation of streetlights and related equipment by Florida Power & Light ("FPL") as the mechanism to fulfill streetlight requirements; and

WHEREAS, in order to facilitate the completion of the portion of Marshall Parkway that is under construction, the City will execute a lighting agreement with FPL in substantially the form attached as Exhibit "A" for installation and maintenance of the streetlights ("FPL Lighting Agreement"); and

WHEREAS, the FPL Lighting Agreement requires the City to pay a leasing fee for the light poles and fixtures installed by FPL, maintenance charges, energy charges, among other fees and charges; and

WHEREAS, the FPL Lighting Agreement does not require the Developer to incur any costs; and

WHEREAS, the Developer voluntarily agrees to provide the City with a payment equivalent to the cost the Developer would have incurred if it had installed the streetlighting itself to offset expenses incurred by the City relating to the City's agreement to utilize the FPL Lighting Agreement; and

WHEREAS, the Developer voluntarily agrees to be responsible for facilitating completion of all aspects of the FPL streetlighting installation, including but not limited to, design, permitting, installation, coordination and management of the streetlighting installation work with FPL.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths ($10.00) Dollars and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and, by this reference, are incorporated into this Agreement.

2. FPL LIGHTING AGREEMENTS. In recognition of the fact that the City agrees to execute the FPL Lighting Agreement with respect to Marshall Parkway in substantially the form attached

on Exhibit "A", the Developer will pay the City the estimated cost of what Developer installation of the streetlighting would have been, which the parties agree that such payment shall be $239,200.40 as set forth on Exhibit "B" ("Lighting Funds"). The Lighting Funds will be paid to the City within thirty (30) days of the City providing Developer a fully executed FPL Lighting Agreement. Additionally, Developer shall be solely responsible for facilitating completion of all aspects of the FPL streetlighting installation, including but not limited to, design, permitting, installation, coordination and management of the streetlighting installation work with FPL (the "Preliminary Streetlighting Work"). The City shall have no financial obligation relating to the Preliminary Streetlighting Work. City agrees that the Developer's payment of the Lighting Funds and the Preliminary Streetlighting Work shall fulfill the streetlighting requirements set forth in the City's Code for Marshall Parkway.

3. **USE OF LIGHTING FUNDS.** Within forty-five (45) business days following the Effective Date, City shall create a specific benefit account ("Specific Account") in which the Lighting Funds are placed to fund future payments and costs associated with FPL Lighting Agreement and for general City streetlighting needs.

4. **AMENDMENT; WAIVER.** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

5. **NOTICES**. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, emailed, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

City:
City of Port St. Lucie
121 SW Port St. Lucie Boulevard, Building A
Port St. Lucie, Florida 34984
Attention: City Manager – Jesus Merejo
cmo@cityofpsl.com

With a copy to:
City of Port St. Lucie
121 SW Port St. Lucie Boulevard, Building A
Port St. Lucie, Florida 34984
Attention: City Attorney – Elizabeth Hertz
ehertz@cityofpsl.com

Developer:
Mattamy Palm Beach, LLC
1500 Gateway Boulevard, Suite 212
Boynton Beach, Florida 33426
Attn: Dan Grosswald

With a copy to:
Mattamy Palm Beach, LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attention: Nicole Swartz, General Counsel

Fox McCluskey Bush Robison, PLLC
2300 SE Monterey Road, Suite 201

Stuart, Florida 34996
Attention: Tyson Waters, Esq.

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address or email address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

6. SEVERABILITY. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable, unless the severed part of the Agreement is material to the Agreement.

7. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

8. ASSIGNMENT. This Agreement may not be assigned without the written consent of the City. The City shall not unreasonably withhold its consent to such assignment.

9. COUNTERPARTS AND EXECUTION. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

10. NO THIRD-PARTY BENEFICIARY. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party. This Agreement has been entered into for the sole benefit and protection of the City and Developer and is not intended to confer upon any other person or entity any rights or remedies hereunder. This Agreement shall not provide any third-party with any right, remedy, claim, liability, reimbursement, or other cause of action.

11. INTERPRETATION; VENUE; JURY WAIVER. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for any Party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, ALL PARTIES HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

12. EXHIBITS. The following exhibits are attached to this Agreement and incorporated herein by this reference:

EXHIBIT "A" - Form of FPL Lighting Agreement

EXHIBIT "B" - Cost Estimate for Streetlighting

IN WITNESS WHEREOF, the parties hereto execute this Cooperation Agreement for Developer and further agree that it shall take effect as of the Effective Date first above written.

WITNESSES

CITY OF PORT ST. LUCIE,

a Florida municipal corporation

_____

Signature

Print Name:_____

By: _____

Shannon M. Martin, Mayor

_____

Signature

Print Name:_____

MATTAMY PALM BEACH, LLC

a Delaware limited liability company

_____

Signature

Print Name:_____

By: _____

Name: Karl Albertson

Its: Vice President

_____

Signature

Print Name:_____

EXHIBIT "A"
Form of FPL Lighting Agreement

FPL Account Number: **93260-34494**

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Port St Lucie (hereinafter called the Customer), requests on this 9th day of **July, 2024** , from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Mattamy - Marshall Parkway, located in Port St Lucie, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
AEL ATB2 (Black)	120W	17300	4000K	28	0

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
Black Otagonal Concrete 37'(30'MH)	28	N/A

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): FPL to install fixtures per specifications in agreement with 8' arm bracket. Customer is responsible for any restoration needed. Mattamy (the developer) will be paying the $916.52 CIAC cost detailed on page 3 section 3.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer theelectric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement,all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC)or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of $238.75 These charges may be adjusted subject to review and approval by the FPSC.

3. To pay Contribution in Aid of Construction (CIAC) in the amount of $916.52 prior to FPL's initiating the requested installation or modification.

4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to reviewand approval by the FPSC.

5. To purchase from FPL all the electric energy used for the operation of the Lighting System.

6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessaryfor planning the design and completing the construction of FPL facilities associated with the Lighting System.

8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.

9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal ofstumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trenchlocations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.

10. For FPL-owned fixtures on customer-owned systems:
    a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
    b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
    c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities isdefined as the following:

    a. the addition of lighting facilities:
    b. the removal of lighting facilities; and
    c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

    Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Paymentshall be made by the Customer in advance of any relocation.
    Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.

13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination orbreach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of thefacilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation ratesapproved by the FPSC) plus removal cost.

16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supplyelectric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer ofthe obligation to perform any of the terms and conditions of this Agreement.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer andFPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.

21. The lighting facilities shall remain the property of FPL in perpetuity.

22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service andthe Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Port St Lucie	**FLORIDA POWER & LIGHT COMPANY**
Customer (Print or type name of Organization)	
By: _____	**By:** _____
Signature (Authorized Representative)	**(Signature)**
_____	**Micheal Meier**
(Print or type name)	**(Print or type name)**
Title: _____	**Title: FPL LED Lighting Solutions Representative**

EXHIBIT "B"
Cost Estimate for Streetlighting

MARSHALL PARKWAY EXTENSION - PHASE III
FPL STANDARD STREET LIGHTING COST ESTIMATE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	PROJECT COST
101-1A	MOBILIZATION/GENERAL CONDITIONS/BONDS	LS	1		$ -
715-1-114	CONDUCTOR (F&I) (INSULATED) (NO.6)	LF	900	$ 2.40	$ 2,160.00
715-1-119	CONDUCTOR (F&I) (INSULATED) (NO. 1/0)	LF	2957	$ 1.20	$ 3,548.40
630-2-11	2" CONDUIT (F&I) (IN TRENCH)(LIGHTING)	LF	3857	$ 16.00	$ 61,712.00
635-2-14	PULL BOX (F&I) (13" x 24")	EA	29	$ 1,500.00	$ 43,500.00
715-5-31	LUMINAIRE (F&I) (STREET LIGHT)	EA	28	$ 1,500.00	$ 42,000.00
715-516-116	LIGHTING POLE COMPLETE (F&I)(STREET LIGHT)	EA	28	$ 2,500.00	$ 70,000.00
715-7-11	ELECTRICAL SERVICE & RISER	EA	1	$ 17,000.00	$ 17,000.00
	GRAND TOTAL				$ 239,920.40

Agenda Summary

2025-713

Agenda Date: 7/28/2025 **Agenda Item No.:** 7.f

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve and Authorize the Execution of a Memorandum of Understanding with the President and Fellows of Harvard College Acting Through the Bloomberg Harvard City Leadership Initiative at the John F. Kennedy School of Government.

Submitted By: Kate Parmelee, Deputy City Manager for Strategic Initiatives & Innovation

Strategic Plan Link: The City's Mission to utilize innovation.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Bloomberg Harvard City Leadership Initiative at the John F. Kennedy School of Government.
2. Parties: City of Port St. Lucie ("City") and President and Fellows of Harvard College acting through the Bloomberg Harvard City Leadership Initiative at the John F. Kennedy School of Government ("Harvard").
3. Purpose: This Memorandum of Understanding ("MOU") provides a grant to the City of $150,000.00 which will offset the employment expenses of hiring our current Bloomberg Harvard Initiative Fellow ("Fellow"). Under the MOU, the Fellow will work on a specific policy area for the City Manager's leadership team for up to two (2) years.
4. New/Renewal/Modified: New.
5. Duration: Up to two (2) years.
6. Benefits to Port St. Lucie: The Fellow will work with the City Manager's leadership team to provide valuable skills and insight to support the City in improving services to residents.
7. Cost to Port St. Lucie (Annual and Potential): The City will cover the Fellow's employment costs (*e.g.*, salary, benefits) and Harvard will issue grant payments to the City on a quarterly basis through the remainder of the two (2) year period. The grant payments will serve to offset the City's employment costs. Thereafter, the City may choose to continue to employ the Fellow as a contract employee. Additionally, the MOU requires the City to provide office space and access to software programs as may be appropriate for the Fellow's work, as well as access to additional training resources as deemed necessary.

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the attached MOU with Harvard, authorize the City Manager to execute same, and authorize the City Manager to take any actions necessary to implement and administer the terms of the MOU.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the attached MOU with Harvard, authorize the City Manager to execute same, and authorize the City Manager to take any action necessary to implement and administer the terms of the MOU.
2. Move that the Council deny the staff's recommendation and provide direction.

Background: Through the City's participation in the Bloomberg Harvard City Leadership Initiative, the City was selected to host a Bloomberg Harvard Summer Fellow for ten (10) weeks. Thereafter, the City was invited to host the same Bloomberg Harvard City Fellow for two (2) years and enter into the instant MOU. Fellows help create lasting change in cities by applying the skills and capabilities honed through their professional education to improve city government.

Issues/Analysis: N/A

Financial Information: The City will pay the Fellow's employment costs (*e.g.*, salary and benefits) and Harvard will issue grant payments to the City on a quarterly basis through the remainder of the two (2) year fellowship which will serve to reimburse those employment costs. The total grant award is capped at $150,000.00, but the MOU provides for a one-time cost of living increase adjustment so long as supporting documentation is provided and the increase applies to similarly situated employees in accordance with City policy.

Special Consideration: The Fellow will be supervised by the City Manager's Office and serve as a member of the City's Strategic Initiatives & Innovation Team throughout their tenure. The City has engaged the Fellow in an employment agreement for the requisite period, and the authorization of this MOU will provide for the grant proceeds that will offset the City's incurred employment costs for the Fellow (*e.g.*, salary, benefits).

Location of Project: N/A

Attachments:

1. Bloomberg Harvard City Leadership Initiative Memorandum of Understanding.
2. Employment Agreement.

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

Internal Reference Number: Legal Intake 25129-04

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

Bloomberg Harvard City Leadership Initiative
Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into as of this ___ day of _____, 2025 ("Effective Date") and is between President and Fellows of Harvard College acting through the Bloomberg Harvard City Leadership Initiative at the John F. Kennedy School of Government ("Harvard") and the City of Port St. Lucie, Florida, a municipal corporation duly organized under the laws of the State of Florida ("CITY"). Each of Harvard and the CITY are sometimes referred to herein as a "Party" and collectively as the "Parties."

The purposes of this MOU are (A) to state terms regarding the employment by the CITY of a Bloomberg Harvard City Hall Fellow ("Fellow"), who is a graduate of a masters or professional degree program at Harvard University; and (B) to provide for the Fellow to work for the leadership team of the City Manager of the CITY for up to a two-year term on a specific policy area (the "Engagement").

The Parties agree as follows:

1. Scope of Engagement. The Fellow will work with the leadership team of the City Manager of the CITY, providing general support on a specific priority area and deliverables. Harvard and the CITY shall agree in advance on the project or policy area on which the CITY will engage the Fellow and the expected dates of the Engagement to ensure that the Engagement includes sufficiently meaningful and rigorous responsibilities to warrant inclusion in the Fellowship program.

2. Grant Award. Harvard will provide a grant to the CITY in an amount not to exceed $150,000.00 ("Grant Award"), to be paid in installments on a quarterly basis during the period of the fellowship. The Grant Award will be used solely to reimburse the CITY's costs of the Fellow's salary, employee benefits, housing stipend, and subscriptions during the period of the fellowship, which is June 21, 2025 through June 20, 2027. The Grant Award will be subject to a one-time increase to reflect a standard cost-of-living increase applicable to similarly situated CITY employees on the condition that the CITY first provides Harvard with reasonable supporting documentation as to the amount, timing and general applicability of such increase to similarly situated CITY employees.

The CITY will provide to Harvard a written statement of expenditures on a quarterly basis. On or before the tenth (10^{th}) day following the end of each quarter during the period of the fellowship, the CITY will provide a written statement to Harvard setting forth specific amounts expended by the CITY on the Fellow's salary, employee benefits, housing stipend, and subscriptions during the quarter just ended. Within thirty (30) calendar days following receipt of such written statement, Harvard will pay such amounts to the CITY, provided that the total of all such quarterly payments shall not exceed the maximum amount of the Grant Award stated above.

If the CITY fails to use the Grant Award as specified herein, the CITY shall immediately notify Harvard upon becoming aware of such nonuse. Thereafter, the City shall refund the unused grant amount to Harvard within sixty (60) calendar days. This obligation will apply to all portions of the unused amounts

of the Grant Award regardless of the cause of nonuse, including termination of this Agreement pursuant to Section 6, the Fellow ceasing to be an employee of CITY, an act or omission of CITY, or for any other reason.

3. Supervision. The CITY will give work assignments to the Fellow and will supervise the Fellow's work for the CITY. The City Manager's leadership team will provide supervision, mentorship and guidance to help support the Fellow's tasks, objectives, and professional development. The CITY will provide access to all data, systems and technology necessary for the Fellow to conduct his or her work, commensurate with such access as CITY provides to other employees of its leadership team.

To advance the goals of the Bloomberg Harvard fellowship program, Harvard will provide at least two (2) trainings for the Fellow, the first at the commencement of the Engagement and a second partway through the Engagement. So that Harvard may receive meaningful feedback regarding the fellowship program, the CITY supervisor overseeing the Fellow and Communications Director will communicate from time to time at Harvard's request on the Fellow's mentorship and work.

4. Salary and Benefits; Office Facilities; Compliance. CITY will employ the Fellow as a full-time employee of the CITY for up to two (2) years, and shall pay the Fellow's salary at the same frequency and with standard cost-of-living raises as are given to comparable CITY employees, as specified in Section 2 above. CITY shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments in connection with or related to the performance of this Agreement and CITY's employment of the Fellow. Without limiting the foregoing, CITY shall be responsible to comply with all applicable laws pertaining to employee/independent contractor classification, and shall be responsible for any damages, fines or other payments that may arise from or relate to any misclassification by CITY.CITY shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement. In no event will Harvard be deemed an employer, joint employer or co-employer of the Fellow.

The CITY will provide the Fellow with suitable office resources, including a desk, a computer, a phone, an email account, and appropriate access to CITY networks, servers, and printers. CITY will also provide access to general productivity software such as word and data processing and email programs, and other software programs appropriate for the Fellow's work.

5. CITY Direction and Control. While conducting work for CITY, the Fellow shall at all times be under the direction and control of the CITY. The CITY will provide the Fellow with all employee benefits and privileges, immunities, and workplace procedures and protections as it provides comparable full-time CITY employees. The CITY will be responsible for informing the Fellow as to any applicable conflict of interest laws, ethics rules, and public records laws and guidelines, to the extent such laws and rules apply to the Engagement and the Fellow's position as an employee of the CITY. The Fellow must complete any required training or other requirements related to his or her Engagement offered by CITY. CITY will be responsible for providing appropriate orientation to the Fellow regarding workplace rules and expectations, including providing the Fellow with a written copy of applicable CITY policies and procedures. In no event will Harvard be responsible for Fellow's compliance or non-compliance with such

rules, regulations, laws or workplace policies and procedures as may apply to the Fellow during the Engagement.

6. Term and Termination.

(a) This MOU will commence on the Effective Date and remain in effect until the later of the second (2nd) anniversary thereafter or the date on which the Engagement of the Fellow is completed, unless sooner terminated as provided herein.

(b) Either Party may terminate this MOU on ninety (90) calendar days' prior written notice to the other Party, provided that any Fellow working for the CITY at the time of such notice will be permitted to complete his or her Engagement and the terms of this MOU will continue to apply for the remainder of such Engagement.

(c) Harvard may terminate the fellowship award for any Fellow in the event it determines the purposes of the fellowship are not being fulfilled or in the event a Fellow elects to withdraw from the fellowship. In such an event, Harvard shall promptly notify CITY of same in writing, Harvard shall provide payment to CITY as set forth in Section 2 for amounts expended, and this MOU shall terminate thereafter.

(d) CITY may terminate a Fellow's employment in accordance with applicable laws and CITY regulations if it determines the Fellow's employment is no longer suitable. In such an event, CITY shall provide Harvard prompt written notice, Harvard shall provide payment to CITY as set forth in Section 2 for amounts expended, and this MOU shall terminate thereafter.

The provisions of Sections 5-9 will survive termination or expiration of this Agreement.

7. Limitation of Liability. The CITY understands and agrees that Harvard is not responsible for the performance, misfeasance, or non-performance by the Fellow, and that Harvard does not warrant or make any representations concerning the accuracy, completeness, suitability, condition or benefits of the Fellow's work, including any ideas, judgments, opinions, projections, analyses or estimates which the Fellow may provide in the course of the Engagement. The CITY agrees that (i) any decision the CITY may make to rely on any work product provided by the Fellow shall be at its own risk, and the CITY shall not make, and hereby waives, and fully releases and discharges Harvard from, any and all claims or causes of action relating to, any claims, liabilities, losses, damages, costs or expenses of any kind which the CITY may at any time sustain or incur in connection with or arising out of any work product or the CITY's reliance thereon or use thereof, or any other aspect of the Engagement and employment of the Fellow.

In no event shall CITY or Harvard be liable to the other for any indirect, consequential, exemplary or punitive damages whatsoever in connection with claims arising under or relating to this MOU, whether based upon a claim or action of contract, warranty, negligence, strict liability, or any other legal theory or cause of action, even if advised of the possibility of such damages.

The Parties agree that the CITY's liability in all instances shall be limited to the monetary limits set forth in Section 768.28, Florida Statutes. Nothing in this MOU shall be deemed a waiver of the City's sovereign immunity, whether by contract or by law.

8. Intellectual Property. The CITY shall be responsible to make arrangements directly with the Fellow in regard to ownership of work product produced by the Fellow in the course of the Engagement, and Harvard shall have no responsibility in regard to any such arrangements. Notwithstanding the foregoing, the CITY shall not unlawfully condition, restrict or delay the Fellow's right to present or publish works of authorship describing the Fellow's experience and insights regarding the Engagement.

9. Publicity and Use of Names. Neither Party may issue a press release or other public announcement about this MOU, nor may it use any name, trademark or insignia of the other Party (or of any school, department or unit of the other Party) for promotional purposes or any other purposes in connection with this MOU, without the prior written approval of the other Party, except that each Party may identify the other in any description of the MOU in its customary listings of activities and in any of CITY's public meetings discussing the MOU. Without limiting the foregoing, the Bloomberg Harvard City Leadership Initiative at the Harvard Kennedy School may state on its website that it is funding a fellowship for the Fellow to work for CITY.

10. Other Provisions.

(a) Severability. If any provision or section of this MOU shall be held to be invalid by any court, such holding shall not affect in any respect whatsoever the validity of the remainder of the MOU.

(c) Notices. Any notice under this MOU may be given in person, or sent by fax, by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, to the Party's addresses listed below (or such other address as a Party may designate by notice given in accordance with this Section 10(b)), and such notice shall be deemed to have been given when so delivered, sent by fax or electronic mail, or mailed.

City Manager
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With copies to:
Human Resources Director
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
Bloomberg Harvard City Leadership Initiative
Neel Chaudhury
79 JFK Street, Mailbox #94
Cambridge, MA 02138

(d) Force Majeure. Neither Party shall be liable for any delays or failures in performance due to circumstances beyond the Party's reasonable control.

(e) Best Efforts; Dispute Resolution. CITY and Harvard will perform their respective obligations to create a successful Engagement, and will discuss and attempt to amicably resolve any issues that arise as to their respective obligations.

(f) Entire Agreement; Amendment. This MOU supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof. All such prior agreements and understandings are hereby terminated and deemed of no further force or effect. This MOU may not be amended or modified except with the written consent of both Parties.

(g) No Assignment. Neither Party shall assign, delegate, or otherwise transfer its rights and obligations under this MOU to any third party without the prior written consent of the other Party.

(h) No Third-Party Beneficiaries. No person or entity other than the Parties shall have any rights, interests or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

(i) Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this MOU delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. If delivered by e-mail, such signed copy shall be sent to the CITY at EMAIL ADDRESS, and to Harvard at EMAIL ADDRESS.

(j) Headings. The section headings in this MOU are for convenience only and shall not limit or otherwise be deemed to construe or interpret the terms and provisions of this MOU.

(k) No Sole Drafter. Each Party has cooperated in the negotiation and preparation of this MOU. Accordingly, the Parties agree that any construction of this MOU shall not be construed any Party as the sole drafter.

THIS SPACE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW BELOW

For City of Port St. Lucie, Florida

For President and Fellows of Harvard College acting through the Bloomberg Harvard City Leadership Initiative at the John F. Kennedy School of Government

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Payment Details: Award payments from Harvard are issued via EFT or check through the Buy-2-Pay system. You must be registered in the system in order to receive payment. Please indicate below the information of the individual from your CITY who will manage the B2P payment process and be sent the B2P system invitation email:

Name of individual handling B2P Process: _____
Email Address to send invitation: _____
Contact Phone Number: _____
Check Mailing Address: _____
_____
_____

Authorized by City Council at a duly noticed public meeting held on July 28, 2025.

TEMPORARY

CIVIC DESIGNER

EMPLOYMENT AGREEMENT

THIS AGREEMENT between the City of Port St. Lucie, hereinafter referred to as the "CITY," acting through Jesus Merejo, City Manager, and XIAOYU "NIKKI" ZHENG, hereinafter referred to as "EMPLOYEE," is for the purpose of defining the terms and conditions of his/her temporary employment assignment as the Civic Designer with the City Manager's Office, effective the 21st day of June 2025 ("Effective Date").

WHEREAS, CITY desires to temporarily retain the services of a Civic Designer; and

WHEREAS, CITY agrees to temporarily assign EMPLOYEE and EMPLOYEE agrees to accept temporary assignment with CITY in the position of Civic Designer; and

WHEREAS, it is the desire of the City Manager to establish terms and conditions of employment, and to codify working conditions of EMPLOYEE.

NOW THEREFORE, in consideration of the mutual covenants herein contained, CITY and EMPLOYEE agree as follows:

EMPLOYEE

1. The EMPLOYEE agrees to the following:

A. The EMPLOYEE shall perform the duties of a Civic Designer in a professional manner, and in accordance with and under the direction of the City Manager or designee. A job description for the position delineating specific job duties is attached to this Agreement as Exhibit "A" and is incorporated herein by reference.

B. The EMPLOYEE shall be compensated for all hours worked at a rate of **$46.6902 per hour**, paid in bi-weekly installments, for 40 hours per week. EMPLOYEE acknowledges that he/she is exempt pursuant to the Fair Labor Standards Act (FLSA) and, as such, is paid a weekly salary and is not entitled to overtime compensation or subject to minimum wage provisions of the FLSA.

C. The EMPLOYEE shall be eligible for, and/or subjected to, any budgeted salary adjustment based upon annual performance reviews or for other legitimate reasons.

D. The EMPLOYEE shall serve at the pleasure of the City Manager or designee and shall, at all times, be considered an at-will contractual employee for the duration of this Agreement and will not attain classified status under the City Personnel Management System. EMPLOYEE is a contractual employee, not considered a

regular permanent employee. EMPLOYEE waives any rights to a pre- or post-termination hearing in the event of the cancellation of this Agreement. Nonetheless, EMPLOYEE is required to comply with all City Policies and the Personnel Rules and Regulations, as may be amended.

E. This position is an essential classification and may be required to report to duty before, during, and immediately after a civil emergency.

F. EMPLOYEE shall be eligible for the following City benefits upon the effective date of this Agreement: Medical, Dental, and Vision. All benefits are subject to the City's policies governing regular full-time employees, including any waiting period for insurance coverage.

G. EMPLOYEE agrees and acknowledges that Sick Leave, Vacation Leave, Personal Leave, and Compensatory Time shall accrue and be available for utilization in accordance with, and subject to, the Personnel Rules and Regulations, as may be amended. Any accrual balance remaining upon termination of this Agreement shall be forfeited/ineligible for payout. However, should the EMPLOYEE be offered a full-time position upon completion of the term of the Agreement, any existing accrual balance shall remain and be available for use provided

the EMPLOYEE has completed a minimum of six (6) months of continuous service.

H. EMPLOYEE shall be compensated for City recognized holidays for which EMPLOYEE is regularly scheduled to work.

I. EMPLOYEE agrees and acknowledges that there shall be no eligibility for pension/retirement benefits or contributions by CITY on behalf of EMPLOYEE.

J. EMPLOYEE agrees and acknowledges that this Agreement is not a guarantee, representation or promise for a department position, in any capacity, with CITY; however, if a similar position becomes available in the future, EMPLOYEE can apply when the position is posted externally and opened to the public.

K. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City Manager to cancel the Agreement at any time, subject only to the provisions set forth in the CANCELLATION OF AGREEMENT section.

THE CITY

2. The CITY agrees to provide the EMPLOYEE with the necessary support in order to perform her duties including, but not limited to:

A. Computer or remote access to a computer (including access to required network drives and City email address).

B. Access to City printers, scanners, and copiers when needed to complete assigned tasks.

C. City issued cell phone, if necessary.

D. Use of City Workspace.

DURATION OF AGREEMENT

3. EMPLOYEE shall serve at the pleasure of CITY and shall, at all times, be an AT WILL CONTRACTUAL employee of the CITY. EMPLOYEE acknowledges that employment, and all benefits, may be terminated at will, with or without cause, and with or without notice. Further, EMPLOYEE acknowledges that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of EMPLOYEE's employment will alter that "at will" employment relationship. EMPLOYEE waives any rights to a pre or post termination hearing in the event of discipline or termination. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the CITY to discontinue the employment relationship at any time.

A. Duration: The duration of this Agreement shall be for a period of two (2) years, commencing on the Effective Date outlined herein, to wit: June 21, 2025, and terminating on June 20, 2027.

B. Extension of Agreement: An extension of this Agreement may be offered at the discretion of the City Manager.

CANCELLATION OF AGREEMENT

4. EMPLOYEE may cancel this Agreement by providing at least two weeks written notice. The City Manager may, for any reason, cancel this Agreement between the CITY and EMPLOYEE at any time, with or without notice.

MISCELLANEOUS

5. No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both parties.

6. This Agreement shall be construed and governed by the laws of the State of Florida, and venue for any proceedings brought hereon shall be in a state court of competent jurisdiction located in St. Lucie County, Florida.

7. If any clause, paragraph, provision, sentence, term, condition, or part of this Agreement is found to be invalid, inoperable, unconstitutional, unenforceable, or otherwise contrary to law or void as against public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full

force and effect, to the extent permitted under applicable law.

8. The Parties agree that this Agreement does not create any promise of future employment beyond its express terms, nor does it create any present or future entitlement to City benefits.

IN WITNESS WHEREOF, the Parties hereunto have set their hand to this instrument this 20th day of June 2025.

Xiaoyu Zheng
Xiaoyu "Nikki" Zheng
Contractual Employee

6/20/2025
Date

Jesus Merejo
City Manager

6/20/2025
Date

APPROVED AS TO FORM:

Richard Berrios
City Attorney

6/20/2025
Date

NOTE for filing: Cross-reference this agreement with Bloomberg Harvard City Leadership Initiative Memorandum of Understanding.

Agenda Summary

2025-609

Agenda Date: 7/28/2025 **Agenda Item No.:** 8.a

Placement: Second Reading of Ordinances / Quasi-Judicial Hearing

Action Requested: Motion / Vote

Ordinance 25-38, Quasi-Judicial, Public Hearing, an Ordinance Approving the 4th Amendment of the Planned Unit Development Document for Gatlin Plaza, Located South of SW Gatlin Boulevard and East of I-95 (P23-159).

Submitted By: Francis Forman, Planner III

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

Executive Summary (General Business): The City has received an application from Culpepper & Terpening, Inc, acting as the agent for BDG Port St. Lucie, LLC, the property owner, for the 4th Amendment to the Gatlin Plaza PUD. A public hearing on the proposed PUD amendment was held by the Planning and Zoning Board on June 3, 2025. The project was recommended for approval subject to the condition that city staff and the applicant finalize a new traffic condition to address traffic monitoring.

The Public Works Department has prepared a new condition to be added under Exhibit 6. Section 4. D. of the Gatlin Plaza PUD that provides for traffic monitoring. The proposed condition is shown as Attachment “A”, Proposed Public Works Traffic Monitoring Condition, of the submittal packet and identified below. The minutes from the June 3, 2025, Planning and Zoning Board Hearing are included in the submittal packet as Attachment "B".

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Council approve the ordinance amending the Gatlin Plaza Planned Unit Development as recommended by the Planning and Zoning Board and with the following condition added under Section 6. 4. D. of the Gatlin Plaza PUD prior to the second reading of the ordinance:

- Six (6) months after Certificates of Occupancy, or equivalent use authorizations, have been issued for a cumulative total of 580,000 square feet of commercial uses in the Gatlin Plaza PUD, the owner of the property, labeled as Tract B in the PUD, shall provide a traffic monitoring review of the two primary accesses into the Gatlin Plaza PUD. This monitoring review shall, at a minimum, assess the level of service and operational conditions of the intersections of Brescia Street & Gatlin Boulevard and Fondura Street & Gatlin Boulevard. Should any operational or level of service deficiency be shown, that us attributable to the impacts generated by the development within Tract B of the Gatlin Plaza PUD, the owner of Tract B shall develop and present to the City a mitigation proposal to off-set any operational or level of service deficiency. Should any Level of Service or Operational deficiency be

observed through this review, that is attributable to the impact generated or caused by the development in Tract B in the Gatlin Plaza PUD, no building permits authorizing more than 580,000 square feet of development activity within the PUD shall be allowed until the appropriate mitigation is under construction or otherwise contractually committed for construction.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the ordinance subject to the condition noted above.
2. Move that the Council not approve the ordinance and provide staff direction.

Background: The Gatlin Plaza PUD was first approved in 2005 (P04-431), under Ordinance 05-032 at which time the parcels were created and rezoned under the master PUD from St. Lucie County's Agricultural (AG-1) to PUD. The master PUD was amended throughout the years to further improve the development and allowances, including commercial and light industrial uses, as well as to include additional land area to further the development potential of the area. The creation and amendments to the master PUD are in accordance with Policy 1.1.4.13 of the Future Land Use Element, which establishes the zoning districts compatible with the City's Future Land Use classifications.

Issues/Analysis: The proposed PUD amendment is consistent with Policies 1.1.4.10 and 1.1.4.13 of the comprehensive plan establishing the compatible land use classification and zoning districts, along with the commercial and service commercial intensity of the allowable uses within the Gatlin Plaza PUD. The purpose of the amendment is to add commercial and service commercial square footage within the development as well as adjust the PUD master plan to divide the existing Tract B in future development, stormwater and conservation tracts. A traffic impact analysis was provided and reviewed by the Public Works Department and the City's traffic consultant. New traffic conditions have been added to the PUD as outlined in the Public Works Traffic Memo.

Financial Information: N/A

Special Consideration: N/A

Location of Project: The property is located south of SW Gatlin Boulevard and east of Interstate 95.

Business Impact Statement: N/A

Attachments:

1. Ordinance
2. Exhibit A - PUD Document
3. Staff Report
4. Application
5. Public Works Traffic Memo
6. Attachment "A" - Public Works Traffic Monitoring Condition
7. Attachment "B" Minutes from the June 3, 2025 Planning and Zoning Board Hearing
8. Agent Authorization
9. Warranty Deed

10. Special Warranty Deed
11. Staff Presentation

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

Internal Reference Number: 24319-06

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

ORDINANCE 25-38

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, PROVIDING FOR THE 4TH AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT FOR THE GATLIN PLAZA PUD FOR PROPERTIES LOCATED SOUTH OF SW GATLIN BOULEVARD AND EAST OF FLORIDA INTERSTATE 95; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABLITY; AND PROVIDING FOR AN EFFECTIVE DATE. (P23-159)

WHEREAS, Gatlin Plaza Condominium Association, Inc, hereinafter referred to as the Applicant, seeks to amend the Gatlin Commons Planned Unit Development (PUD) located south of SW Gatlin Boulevard and east of Florida Interstate 95; and

WHEREAS, by Ordinance #05-032, the City of Port St. Lucie City Council approved a Planned Unit Development Document and Conceptual Development Plan for the Gatlin Plaza PUD (P04-431), a development located in a Planned Unit Development Zoning District; and

WHEREAS, the Gatlin Plaza PUD was subsequently revised and restated by Ordinances #05-105, #07-137 and #15-065; and

WHEREAS, the Applicant seeks to amend the Gatlin Plaza PUD to revise the PUD document to add approximately 353,000 square feet building area and to divide the existing Tract B of the PUD into six (6) tracts that will encompass four (4) new development tracts, a stormwater and a conservation tract; and

WHEREAS, the proposed amendment to the Gatlin Commons PUD is attached as Exhibit "A" and incorporated herein; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on June 3, 2025, to consider the application (P23-159), notice of said hearing to adjoining property owners for a radius of seven-hundred fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on June 23, 2025, to consider the application (P25-159), advertising of the public hearing having been made; and

WHEREAS, after review of the recommendations of the City staff and the Planning and Zoning Board, comments made at the public hearing, and careful consideration of the issues and evidence, the City Council finds that the proposed amendments to the Planned Unit Development

Document and Concept Plan are consistent with Article of X Chapter 158 of Title XV of the Port St. Lucie City Code;

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. Ratifications of Recitals. The City Council of the City of Port St. Lucie, Florida, hereby adopts and ratifies those matters as set forth in this Ordinance.

Section 2. That the Gatlin Plaza Planned Unit Development Document is amended as described in the Gatlin Plaza PUD Amendment No. 4 document which is hereby formally adopted and attached as composite Exhibit "A".

Section 3. The Gatlin Plaza PUD Amendment No. 4 document shall be the internal PUD design standard for the subject property.

Section 4. If any ordinances, or parts of ordinances, or if any sections or parts of sections of the ordinances of the City of Port St. Lucie, Florida, are in conflict herewith, this Ordinance shall control to the extent of conflicting provisions.

Section 5. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 25-38

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2025.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

EXHIBIT A

Presented to:
City of Port St Lucie Planning & Zoning Department
121 SW Port St Lucie Boulevard
Port St Lucie, Florida 34984

APPLICATION

For

4TH AMENDMENT TO THE ~~P.U.D. APPROVAL FOR THE AREA TO BE REFERED TO AS~~ GATLIN PLAZA PUD

~~91.05 Acres~~

For
BDG Port St. Lucie, LLC
300 Robbins Lane
Syosset, NY 11791
(516) 921-0800

Prepared by:
Culpepper & Terpening, Inc.
South 25th Street
Ft. Pierce, Florida 34982
(772) 464-3537

July 2025
P23-159/PSLUD 11-863-000
Ord 25-38 (July 14,2025)

LIST OF AMENDMENTS

General:

Original Gatlin Plaza PUD approved through Ord.05-032.

Amendments to this PUD were made in; July 2005 (Ord 05-104/P05-151);
December 2007 (Ord - 07-137/ P07-216); and,
September 2015 (Ord - 15-065/ P15-093).

****

Gatlin Plaza PUD Amendment No. 1 (P05-104)(Ord 05-104)

- Adding an additional 61.5 acres into the overall Gatlin Plaza PUD.
- Amending the conceptual site development plan (as originally described in Ord 05-032) to account for the addition of 61.5 acres into the overall Gatlin Plaza PUD
- Providing for the entering into of a Memorandum of Understanding (MOU) with the City regarding improvements at the intersection of I-95 and Gatlin Boulevard.
- Providing for certain site access (primary and secondary) improvements to the Gatlin Plaza PUD as depicted in the revised master site plan for the Gatlin plaza PUD.

****

Gatlin Plaza PUD Amendment No. 2 (P07-216) (Ord 07-137)

- Minor Editorial Modifications to the Cover Page
- Minor Editorial Modifications to the Table of Contents
- List of Exhibits has been Modified to Include All Exhibits
- Minor Editorial Modifications to the Development Team
- Minor Editorial Modifications to the Introduction
- Exhibit 1a - Addition of Application
- Exhibit 1b - Addition of Legal Description
- Minor Editorial Modification to Exhibit 2
- Exhibit 4
  - Minor editorial modifications
  - Addition of Tracts B, C, D and E
  - Square footage of building modification
- Exhibit 5
  - Wetlands to be Impacted – addition of mitigation statement
  - Development Area - square footage and percentage modification
  - Parking Required - editorial additions
  - Maximum Building Height - editorial additions

- Native Habitat
  - Minor editorial modifications
  - Acreage change
  - Addition of Upland mitigation table
- Proposed Density - minor editorial changes

- Exhibit 6
  - General Theme and Uses
    - Minor editorial modifications
    - Square footage of building modification
    - Addition of Tracts B, C, D and E
  - Permitted Uses minor editorial modifications
  - Design Standards
    - C - Modification of Total Frontage
      Minor Editorial Modifications
    - D - Minor editorial Changes
    - E - Addition of Signage Statement
    - F - Deletion of Open Space Statement
      Addition of Stormwater Statement
    - G - Minor Editorial Modifications
    - J - Addition of Minimum Parcel Size
    - K - Addition of landscape requirements
    - L - Addition of bicycle racks and bus shelters statement
    - M - Addition of pedestrian access statement
- Exhibit 7 - Minor Editorial Modifications
- Exhibit 9 - Minor Editorial Modifications
- Exhibit 10 - Minor Editorial Modifications
- Exhibit 11 - Minor Editorial Modifications

****

Gatlin Plaza PUD Amendment No. 3 (P15-093) (Ord.15-065)

- Minor Clarifying Amendments to the base text of the Overall PUD Document.
- Amended /Updated PUD Applications.
- Updated Agent Authorization Letters.
- Adding language to EXHIBIT 6 authorizing the sale, rental, and/or display (including outdoor sales, rentals, and/or display) of boats, watercraft, recreational vehicles, off-road vehicles, all-terrain vehicles, and other outdoors related vehicles and equipment as accessory uses to a otherwise permitted retail sales operation/activity.

****

Gatlin Plaza PUD Amendment No. 4 (P23-159) (Ord.25-38)

- Updated general project description, including identification of specific area and land use additions.

- Updated Agent Authorization and Unity Control Certifications by Gatlin Plaza Condominium Association.
- Update General Standards (Exhibit 4) for establishment of PUD Zoning District
- Updated Site Information (Exhibit 5)
- Updated Development Standards and Uses (Exhibit 6)
- Updated Binding PUD Agreements (Exhibit 8)
- Updated Master Plan (Exhibit 9)
- Updated Traffic Summary Statement (Exhibit 10)

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Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

GATLIN PLAZA
DEVELOPMENT TEAM

Developer:

BDG Port St. Lucie, LLC.
300 Robbins Lane
Syosset, NY 11791
(516) 921-0800
Contact: Jonathan E. Cohen

Engineer:

Culpepper & Terpening, Inc.
2980 South 25th Street
Ft. Pierce, FL 34981
(772) 464-3537
Contact: Stefan Matthes, P.E.

INTRODUCTION

GENERAL PROJECT DESCRIPTION

(Updated through PUD Amendment No 4)

The Gatlin Plaza Planned Unit Development (PUD) was approved by the City of Port St Lucie in April of 2005, through Ordinance 05-032 (P04-431). The Gatlin Plaza PUD is a mixed commercial use development that capitalizes on its unique location at one of the primary gateways from I-95 (Gatlin Boulevard) into the City of Port St. Lucie. Amendments to this PUD were made in July 2005 (Ord 05-104/P05-151), December 2007 (Ord - 07-137/ P07-216) and September 2015 (Ord - 15-065/ P15-093).

~~The Gatlin Plaza commercial development is located within the corporate limits of the City of Port St. Lucie, Florida. The property is located in the southeast quadrant of the intersection of I-95 and Gatlin Boulevard. It is the intent and purpose of this PUD district to create a multi-use commercial development that will service not only the local neighborhood, but also the onto Gatlin Boulevard.~~

The initial area of site development for the Gatlin Plaza PUD totaled approximately 45.5 acres (or 50% of the overall 91-acre site). The remaining 45.5 acres (more or less) of the original project site, was to be used for stormwater management purposes, wetlands mitigation or reserved for future use (subject to further PUD amendment). Of the initial 397,050 sf of approved development (building) use area in the Gatlin Plaza PUD, 331,728 square feet have been completed, leaving 65,272 sq. feet, (or its equivalent) of development opportunity remaining to be built (as of October 2024).

The Gatlin Plaza PUD has approximately 850 feet of frontage along Gatlin Boulevard, extending from the east end of the I-95 northbound off ramp, to the east side of the ~~continues from the exit ramp and includes the~~ intersection of Brescia Street and Gatlin Boulevard. ~~The~~ This northeastern property corner ~~aligns with this intersection and~~ serves as the primary access point into the site. As part of this projects initial site development activities in 2005/2006, the developers provided for the installation of a traffic signal at the intersection of Brescia Street and Gatlin Boulevard. ~~The development will install a traffic signal along with all associated improvements at the intersection of Gatlin Boulevard and Brescia Street to insure safe access to the site.~~

In addition, as ~~As~~ part of the Phase I development authorizations granted for the Gatlin Plaza PUD, the developers of this project ~~have~~ contributed to the City of Port St. Lucie, approximately 1.0 million dollars that was to be used by the City in improving the section of Rosser Boulevard from Gatlin Boulevard south to Adea Street (completed in the spring of 2008 ~~scheduled for construction in the summer of 2007~~) and for other area roadway improvements that ~~will~~ were to facilitate the movement of traffic and pedestrians in the ~~western~~ Gatlin Boulevard area. Below is a breakdown of the off-site improvements that were funded as a part of this project:

- Gatlin & I-95 Interchange Improvements:
  - Signalization & Turn Lanes: $137,000
  - Lane Expansions: $226,000 (funded for Tract B Development)

- Rosser Blvd (add lanes): $650,000

The Gatlin Plaza commercial development offers efficient and effective systems of public facilities, services and a high degree of compatibility with adjacent and nearby existing and future developments.

Water and wastewater service in the Gatlin Plaza PUD is ~~currently and will be~~ provided by the City of Port St. Lucie ~~and the property is a participant in the City Utility Expansion Program, USA No. 4~~.

During the construction of Phase I of the Gatlin Plaza PUD, the existing City of Port St. Lucie community entry m~~M~~onument s~~S~~ign, located in the median of Gatlin Blvd, had to be removed to accommodate the required transportation improvements for the property. As a part of the initial phases of development of the Gatlin Plaza PUD, BDG Port St. Lucie, LLC, (the developer) agree~~d~~s to cooperatively work with the City to replace ~~the~~ this City entry feature with a like valued moniker at a location on, or adjacent to, the Gatlin Plaza PUD, ~~that is mutually agreed upon~~. The relocation of this sign in the median of Gatlin Boulevard was successfully completed in the 2008 time period.

In 2012, ~~The purpose of this~~ the 3rd Amendment to the Gatlin Plaza PUD was approved in order to ~~is to~~ provide for the ability of an otherwise permitted retail sales operation/activity within this commercial development to have as an accessory use, subject to conditions, and subject to covenants, easements, and restrictions of record, the sale, rental, and/or display (including outdoor sales, rentals, and/or display) of boats, watercraft, recreational vehicles, off-road vehicles, all-terrain vehicles, and other outdoors related vehicles and equipment. ~~(See Exhibit 6)~~

The purpose of this *4th Amendment to the Gatlin Plaza PUD* is to provide for the introduction of approximately 353,000 square feet of additional retail entitlements, along with up to 120 hotel units, into the existing Gatlin Plaza PUD. The new retail square footage will be located in the area referred to as Tract 'B' on the original Gatlin Plaza Master Plan. The proposed hotel units could be located in either the Phase I or Phase II development area of the Gatlin Plaza PUD. Specific building footprints are to be identified as part of the individual site plan review process.

This application is respectfully submitted to the Planning & Zoning Department for processing as modification #~~3~~ 4 to the previously approved Gatlin Plaza PUD. The format of this application for PUD Amendment will follow the outline as presented in the PUD Zoning District Standards and Application Requirements.

Narrative Revised through PUD Amendment No 4

EXHIBIT 1 -- PUD AMENDMENT APPLICATION

CITY OF PORT ST. LUCIE

Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX (772) 871-5124

FOR OFFICE USE ONLY

Planning Dept
Fee (Nonrefundable) $
Receipt #

Refer to "Fee Schedule" for application fee Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. All items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in BLACK ink.

PRIMARY CONTACT EMAIL ADDRESS: smatthes@ct-eng.com

PROPERTY OWNER:

Name: BDG Port St. Lucie, LLC c/o Jonathan E. Cohen
Address: 300 Robbins Lane
Syosset, NY 11791
Telephone No.: 516-921-0800 **Fax No.:** (516) 624-1965

AGENT OF OWNER (IF ANY)

Name: Culpepper & Terpening, Inc. c/o Stefan K. Matthes, PE
Address: 2980 South 25th St.,
Fort Pierce, FL 34981
Telephone No.: 772-464-3537 **Fax No.:** 772-464-9497

PROPERTY INFORMATION

Legal Description
(Include Plat Book and Page #)

Being all of Gatlin Plaza, as Recorded in Plat Book 54, Page 18, Public Records of St. Lucie County, Florida, lying in Sections 14 and 15, Township 37 South, Range 39 East, and

Containing 91.068 acres, more or less.

Parcel ID Number See attached XXXX-XXX-XXXX-XXX-X
XXXX-XXX-XXXX-XXX-X XXXX-XXX-XXXX-XXX-X

Current Zoning	PUD	**Proposed Zoning**	PUD
Future Land Use	CL	**Acreage of Property**	91.068

Reason for Amendment Request:

To provide for the addition of 375,000 square feet of added retail opportunity space and up to 120 hotel units, in the existing Gatlin Plaza PUD

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).
2) All proposed additions must be underlined and deleted text must have a strikethrough.
3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.

BDG Port St. Lucie, LLC
Jonathan E. Cohen
Managing Member

Jonathan E. Cohen
Hand Print Name

October 13, 2023
Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

This is application from P15-093

CITY OF PORT ST. LUCIE ... **ONLY**

Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX (772) ...

Refer to "Fee Schedule" for ... Nonrefundable unless application is withdrawn prior to the ... addressed, otherwise it cannot be processed. ... in BLACK ink.

PRIMARY CONTACT EMAIL ADDRESS: smatthes@ct-eng.com

PROPERTY OWNER:

Name: BDG Port St. Lucie, LLC c/o Jonathan E. Cohen
Address: 300 Robbins Lane
Syosset, NY 11791
Telephone No.: 516-921-0800 **Fax No.:** (516) 624-1965

AGENT OF OWNER (IF ANY)

Name: Culpepper & Terpening, Inc. c/o Stefan K. Matthes, PE
Address: 2980 South 25th St.,
Fort Pierce, FL 34981
Telephone No.: 772-464-3537 **Fax No.:** 772-464-9497

PROPERTY INFORMATION

Legal Description (Include Plat Book and Page #): See attached

Parcel ID Number: XXXX-XXX-XXXX-XXX-X ... XXXX-XXX-XXXX-XXX-X ... XXXX-XXX-XXXX-XXX-X

Current Zoning: PUD **Proposed Zoning:** PUD
Future Land Use: CL **Acreage Of Property:** 9...06

Reason for Amendment Request:

See Attached Application Submission

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).
2) All proposed additions must be underlined and deleted text must have a strikethrough.
3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.

BDG Port St. Lucie, LLC
Jonathan E. Cohen
Managing Member

Jonathan E. Cohen
Hand Print Name

May 21, 2015
Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

This is application from P15-093

CITY OF POR

Planning & Zonin
121 SW Port St
Port St Lucie, Fl
(772) 871-5212 F

Refer to "Fe ... fundable unless application is withdrawn prior to the Planning and Zoning Board meeting. All items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in BLACK ink.

PRIMA CONTACT EMAIL ADDRESS: smatthes@ct-eng.com

PROPERT OWNER:

Na : Bass Pro Shops c/o Jamie Carroll, Development Manager
Address: 2500 E. Kearny
ringfield, Mo. 65898
Telephone No.: (41 873-4568 Fax No.: (417) 873-5338

AGENT OF OWNER (IF ANY):

Name: Culpepper a erpening, Inc. c/o Stefan K. Matthes, PE
Address: 2980 South 25 St.
Fort Pierce, FL 34
Telephone No.: 772-464-3537 Fax No.: 772-464-9497

PROPERTY INFORMATION

Legal Description (Include Plat Book and Page #): See attached

Parcel ID Number: XXXX-XXX-XXXX-XXX-X | XXXX-XXX-XXXX-XXX-X
XXXX-XXX-XXXX-XXX-X | XXXX-XXX-XXXX-XXX-X
XXXX-XXX-XXXX-XXX-X | XXXX-XXX-XXXX-XXX-X

Current Zoning	PUD	Proposed Zoning	PUD
Future Land Use	CL	Acreage Of Property	91.06

Greason for amendment request:

See Attached Application Submission

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s)
2) All proposed additions must be underlined and deleted text must have a strikethrough
3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the ... and the requirements established by official action upon a specific PUD, the latter requirements shall govern

Jamie Carroll — Signature of Petitioner | Jamie Carroll — Hand Print Name | 3-2-15 — Date

*If signature is not that of the owner, a letter of authorization from the owner is needed.

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for the project to be determined based on the application material submitted.

EXHIBIT 1B
LEGAL DESCRIPTION

Being all of Gatlin Plaza, as Recorded in Plat Book 54, Page 18, Public Records of St. Lucie County, Florida, lying in Sections 14 and 15, Township 37 South, Range 39 East.

Containing 91.067 acres, more or less.

****

GATLIN PLAZA CONDIMINIMUM

Parcel ID	Current Owner	Acreage	Legal Desc.
4315-503-0010-000-6	BDG Port St Lucie, LLC	4.454	GATLIN PLAZA CONDOMINIUM - PARCEL 10
4315-503-0007-000-2	SS Diamond Lure Port St Lucie LLC	1.294	GATLIN PLAZA CONDOMINIUM - PARCEL 7
4315-503-0001-000-0	BDG Port St Lucie, LLC	6.691	GATLIN PLAZA CONDOMINIUM - PARCEL 1
4315-503-0004-000-1	BDG Port St Lucie, LLC	7.185	GATLIN PLAZA CONDOMINIUM - PARCEL 4
4315-503-0006-000-5	BDG Port St Lucie, LLC	2.071	GATLIN PLAZA CONDOMINIUM - PARCEL 6
4315-503-0009-000-6	BDG Port St Lucie, LLC	5.953	GATLIN PLAZA CONDOMINIUM - PARCEL 9
4315-503-0003-000-4	SS Tuna Port St Lucie, LLC	11.155	GATLIN PLAZA CONDOMINIUM - PARCEL 3 (OR 3571-2859)
4315-503-0008-000-9	BDG Port St Lucie, LLC	39.573	GATLIN PLAZA CONDOMINIUM - PARCEL 8
4315-503-0005-000-8	BDG Port St Lucie, LLC	4.006	GATLIN PLAZA CONDOMINIUM - PARCEL 5
4315-503-0002-000-7	Bass Pro Outdoor World LLC	8.686	GATLIN PLAZA CONDOMINIUM - PARCEL 2 (OR 3514-1561)
Total area subject to PUD zoning		91.068	

****

~~Description of Proposed Amendment #3 – Generalized:~~

~~The purpose of this 3rd Amendment to the Gatlin Plaza PUD is to provide for the ability of an otherwise permitted retail sales operation/activity within this commercial development to have as an accessory use, subject to conditions, and subject to covenants, easements, and restrictions of record, the sale, rental, and/or display (including outdoor sales, rentals, and/or display) of boats, watercraft, recreational vehicles, off-road vehicles, all-terrain vehicles, and other outdoors related vehicles and equipment. (See Exhibit 6)~~

[go to next page]

EXHIBIT 1b - LEGAL DESCRIPTION

Legal Description For
GATLIN PLAZA PUD
Modification #~~3~~ 4

Being all of Gatlin Plaza, As Recorded in Plat Book 54, Page 18, Public Records of St. Lucie County, Florida, lying in Sections 14 and 15, Township 37 South, Range 39 East.

Containing 91.067 acres, more or less.

[go to next page]

EXHIBIT 2
P.U.D. APPLICATION CHECKLIST (158.170)

A statement of unified control for the entire area within the area to be zoned PUD is enclosed as Exhibit 3.

Gatlin Plaza is a proposed upscale, commercial development with a variety of retail uses.

The revised conceptual plan for Gatlin Plaza is attached as Exhibit 9 of this submittal.

Please see Exhibit 4 for the General Standards established for this Planned Unit Development. The maximum building heights, minimum setbacks and other site data are shown in Exhibits 5. Proposed development uses are shown in Exhibit 6.

This development is within the corporate limits of the City of Port St. Lucie with underlying land uses in place to support the intended uses of the property.

~~The proposed development will result in a traffic generation of approximately 12,365 vpd Average Daily Traffic (ADT) and 1,156 vph (vehicles per hour) P.M. Peak Hour. The total traffic generation expected from the site is applied to the existing roadway network to determine impacts on level of service. The development of the first phase of the Gatlin Plaza PUD in 2007 has resulted in the completion of the signalization of the intersection of Gatlin Boulevard and Brescia Street. Additional off-site improvements to the roadway network were required for the secondary access along Edgarce Street, Hayworth Avenue, and Fondura Avenue as part of Phase One. The complete traffic impact report of this project is included in Exhibit 10. It should be noted that through the proposed modification #2 to the existing Gatlin Plaza PUD, there is no additional square footage being added to Tracts C, D & E. There is in fact a slight reduction in square footage over what was originally approved through PUD amendment #1 for which no credits will be granted. The reduction in square footage through PUD amendment #2 coincides with the transportation improvements already provided. Should any square footage, above what is currently approved as part of the Gatlin Plaza PUD be proposed, transportation impacts, if any, will be addressed as part of any subsequent amendment to this PUD.~~

The Gatlin Plaza PUD proposes to construct 750,000 SF of Retail (Shopping Center) use, and a Hotel comprising 120 rooms. The existing PUD is approved for 397,050 SF of retail use. The proposed 4th Amendment will authorize up to 353,000 additional square footage of retail uses and a 120 room hotel. Exhibit 10 of this 4th Amendment provides a more detailed summary of

the amended traffic impact report for the Gatlin Plaza PUD development project. It should be noted that if the proposed hotel use is developed, there must be a corresponding decrease in the total site square footage to account for the reassignment of trip impacts from hotel-v-retail so that the gross development impacts remains equal to the projects impacts at 750,000 sq. feet.

EXHIBIT 3A
AGENT AUTHORIZATION LETTER
(prior agent authorization letters – not included)

BDG PORT ST. LUCIE, LLC
300 ROBBINS LANE
SYOSSET, NY 11791

GATLIN PLAZA
CONDOMINIUM ASSOCIATION INC
300 ROBBINS LANE
SYOSSET, NY 11791

October 17, 2023

Ms. Mary F. Savage-Dunham, AICP, CFM
Planning & Zoning Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Subject: Gatlin Plaza I PUD – PUD Modification #4

Dear Ms. Savage-Dunham:

Please accept this letter as our authorization for Culpepper & Terpening, Inc., to act in all matters concerning the processing for the above referenced project providing for the establishment of the Gatlin Plaza I PUD.

Should you have any questions, please do not hesitate to contact me.

Sincerely:

Jonathan E. Cohen, Managing Member
BDG Port St Lucie LLC

Gatlin Plaza Condominium Association Inc
by: BDG Port St Lucie LLC as Developer
Jonathan E. Cohen
Managing Member

DJW
23-095_231017_spl plan, 000, Dunham, authorization letter

Owner/Applicant Signature Authorization

Project Name: Gatlin Plaza – Phase 2

Application and/or Permit # (if available): P23-159 PUD & Construction Plans

I hereby designate and authorize the agent listed below to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish on request supplemental information in support of this application. In addition, I authorize the below-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization.

I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C Section 1001.

Printed Name of Authorized Agent: Stefan K. Matthes, PE

Signature of Authorized Agent: Stefan K Matthes

Date: May 22, 2025

Typed/Printed Name of Owner/Applicant: Jon Cohen

Corporate Title if Applicable: Managing Member, BDG Port St. Lucie, LLC

Signature of Owner/Applicant:

Date: 5/22/25

EXHIBIT 3b
UNIFIED CONTROL LETTER

BDG PORT ST. LUCIE, LLC
300 Robbins Lane
Syosset, NY 11791

May 21, 2015

Ms. Patricia Tobin, AICP
Director of Planning and Zoning
City of Port St. Lucie
121 S.E. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Subject: **Gatlin Plaza – PUD Modification #3**

Dear Ms Tobin:

This letter is to serve as our required letter confirming that BDG Port St. Lucie, LLC, retains Unified Control of the Gatlin Plaza PUD planning documents and as such remains in compliance with the City of Port St. Lucie Zoning Regulations for such matters.

Should you have any questions regarding this information, please do not hesitate to contact me.

Sincerely,

BDG Port St. Lucie, LLC

Jonathan E. Cohen
Managing Member

JEC:lmc

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

STATEMENT OF UNIFIED CONTROL

Project Name(s): P23-159 Gatlin Plaza PUD Amendment

The property described on Exhibit "1B" of the application package for the Gatlin Plaza PUD (the "Property") is under the unified control due to all property owners being subject to the Declaration of Condominium of Gatlin Plaza Condominium recorded in Book 3409, Page 2468 of the Public Records of St. Lucie County, Florida. All property owners are subject to the regulations contained in the Gatlin Plaza conceptual plan and General Standards, and subsequent amendments, including the Binding P.U.D Agreement, Exhibit 8 of the Second Amendment of Gatlin Plaza PUD Rezoning, executed in 2007.

BDG Port St. Lucie, LLC

Signature	Title	Date
	v.p.	6/20/2025

JONATHAN E. COHEN
Print Name

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me **by means of** ☑ **physical presence or** ☐ **online notarization**, this 20th day of June, 2025, by Jon Cohen, who is personally known to me.

DENISE ZAINO
Notary Public - State of New York
NO. 01ZA6254175
Qualified in Suffolk County
My Commission Expires 1/17/28

NOTARY SEAL/STAMP

Signature of Notary Public

Denise Zaino
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 1/17/28

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

EXHIBIT 4
GENERAL STANDARDS FOR DISTRICT ESTABLISHMENT

The overall size of the Gatlin Plaza site is 91.07 acres, more or less, which exceeds~~ing~~ the 2-acre minimum requirement for the establishment of a Planned Unit Development ~~with~~in the City of Port St. Lucie.

The Gatlin Plaza site is located in the southeast quadrant of the Interstate 95 (I-95) interchange with Gatlin Boulevard, ~~with~~in the City of Port St. Lucie. Access to the property is via the ~~southern~~ extension of ~~the intersection of~~ Brescia Street, south of Gatlin Boulevard into the project development site ~~with Brescia Street~~. A full median opening currently exists at the intersection of Brescia Street and Gatlin Boulevard allowing for full access to the site.

Gatlin Plaza PUD will have a stormwater management system that will meet all requirements of the City of Port St. Lucie and the South Florida Water Management District. Stormwater outfall shall be to the existing Port St. Lucie Southwest Basin drainage system through the Portofino Isles Development.

Gatlin Plaza PUD will continue to be supplied/serviced with potable water and wastewater services by the City of Port St. Lucie Utility Systems Department (PSLUD) and will abide by and comply with all applicable City Ordinances, policies, specifications and regulatory agencies governing such service. Furthermore, the development will accept reclaimed water for irrigation from the PSLUSD when it becomes available to the property.

The pre-development physical characteristics of the Gatlin Plaza PUD can be described as approximately 91.07 acres of pine forest with scattered wetlands.

This PUD application is consistent with the City of Port St. Lucie Comprehensive Land Use Plan.

~~The proposed development plan for the Gatlin Plaza PUD (as revised through PUD modification #2) includes approximately 397,050 square feet of building area for proposed Tracts C, D and E. Tract B is specifically reserved for future use and will not have part of the proposed development square footage located within its boundaries. All on-site parking shall conform to the provisions of Section 158.221, of the City Code of Ordinances, as may be amended from time to time. Since Tracts C and E of the Gatlin Plaza are not proposed for further subdivision into individual use tracts for sale to others, Tracts C and E, shall collectively account for all of the required parking for this development. The specific parking fields for the individual uses within the Gatlin Plaza PUD will be depicted on the individual final site plan, or plans, for this area.~~

The proposed development intensity in the revised Gatlin Plaza PUD will bring the total on-site development opportunity square footage to approximately 750,000 square feet of building area, to be spread over development Tracts B1, C, D and E. All on-site parking shall conform to the provisions of Section 158.221, of the City Code of Ordinances, as may be amended from time to time. Specific parking fields for the individual uses within the Gatlin Plaza PUD area will be depicted on the individual site plans, for this area.

[go to next page]

EXHIBIT 5
SITE INFORMATION

I. TOTAL ACREAGE: 91.07 Acres

II. WETLANDS TO BE IMPACTED

The Gatlin Plaza site contains a total of 23.48 acres of jurisdictional wetlands. In 2006, mitigation credits for the elimination of these wetlands were acquired from, and into, the Bluefield Mitigation Bank in southwestern St. Lucie County. These mitigated wetlands will be removed as part of the final development plans for this property.

III. DEVELOPMENT AREA

					% of project site	
GROSS PROJECT SITE:	~~91.068~~ 91.07	acres	3,966,922	sf	100	%
NET DEVELOPMENT AREA	~~45.5~~ 79.21	acres	~~1,981,980~~ 3,450,562	sf	~~100~~ 87	%

Net development area includes all of Tracts C, D and E of the plat for the Gatlin Plaza PUD and that portion of Tract B2 as described in this PUD. ~~There are no proposed development plans for the area depicted as Tract B on the Gatlin Plaza PUD.~~ It does not include the site conservation tract or the site stormwater tract.

	Acres		Sq Feet		% of Project Site	
~~Tracts C, D & E~~	~~45.50~~	~~acres~~	~~1,983,722~~	~~sf~~	~~100~~	~~%~~
IMPERVIOUS AREAS						
Building/Retail Floor Area	~~9.12~~		~~397,050~~		~~20~~	
	17.22	acres	750,000	sf	19	%
Parking/ Access Aisles	~~27.10~~		~~1,180,513~~		~~59~~	
	53.95	acres	2,350,000	sf	52	%
~~PERVIOUS~~ OPEN SPACE AREAS	~~9.35~~	acres	~~404,386~~	sf	~~20~~	%
Open Space/ Landscape	8.84		689,990	sf	10	%
Conservation Tract	4.06		177,028		4	%
Lakes (Water Surface)	7.00		304,920	sf	8	%
~~Tracts B~~	~~45.5~~	~~acres~~	~~1,983,287~~	~~sf~~	~~100~~	~~%~~

(Note: Totals may not equal 100% due to Rounding)

IV. PARKING REQUIRED

All on-site parking shall conform to the provisions of Section 158.221, of the City Code of Ordinances, as may be amended from time to time. ~~Since Tracts C and E of the Gatlin Plaza are not proposed for further subdivision into individual use tracts for sale to others, Tracts C and E, shall collectively account for all of the required parking for this development.~~ The specific parking fields for the individual uses within the Gatlin Plaza PUD will be depicted on the individual final site plan, or plans, for this area

V. MAXIMUM BUILDING HEIGHT

Except as provided for under Section 158.215, of the City Code of Ordinances, as may be amended from time to time, the maximum building height (excluding signs) within the Gatlin Plaza PUD is 50 feet.

VI. NATIVE HABITAT

The Gatlin Plaza site contains a total of 91.07 acres of native upland & wetland habitat, of which 16.90 acres (uplands only) is required for preservation (25%). Since on-site preservation is not a viable option, the project will provide for the preservation/acquisition of 25.35 acres of native habitat in an off-site location, subject to the approval of the City, or will contribute to the City's Habitat Preservation Fund or, with the approval of the City, some combination of both provided that area or value of the mitigation is equal to at least 25.35 acres. Upland mitigation breakdown per Tract as follows:

		Tract						Tract C	Tract D	Tract E	Total
	~~B~~	B2-1	B2-2	B2-3	B2-4	B2-5	ROW				
base site	~~45.53~~	7.99	13.61	5.23	4.64	10.81	1.35	~~22.75~~ 23.50	~~3.40~~ 3.80	~~19.30~~ 20.14	91.068
wetland areas	~~19.23~~	2.10	4.52	1.54	1.54	.44	.44	3.69	0.28	0.28	23.48
net upland areas	~~26.30~~	5.69	8.89	3.49	2.90	.73	.73	19.06	3.13	19.11	67.59
25% requirement	~~6.58~~	1.42	2.22	.87	.72	.18	.18	4.77	0.78	4.78	16.90
Off-site mitigation	~~9.86~~	2.13	3.33	1.31	1.08	.27	.27	7.15	1.17	7.16	25.35

(Note: Totals may not Equal 100% due to Rounding)

VII. PROPOSED DENSITY/INTENSITY

The City Code allows for a maximum of 80% impervious area, and 40% building coverage. ~~Tract B is reserved for future use.~~ Tracts B2 (including all subtracts), C, D & E combined impervious coverage shall not exceed 80% of the combined areas of Tracts B2 (including all subtracts), C, D & E. Tracts B2 (including all subtracts), C, D & E combined building coverage shall not exceed 40% of the combined areas of Tracts B2 (including all subtracts), C, D and E.

EXHIBIT 6
PROPOSED DEVELOPMENT STANDARDS

1. GENERAL THEME AND USES

The Gatlin Plaza PUD ("Project") is a planned commercial shopping center development located at the southeast corner of I-95 and Gatlin Boulevard. The total site area for the Project is 91.07 acres (more or less) and will include approximately ~~a total of 397,050~~ 750,000 square feet of gross building floor space spread throughout several buildings on Tracts B2 (including all subtracts), C, D & E. ~~Tract B is reserved for future use~~. This 750,000 maximum gross floor area includes the option to have up to 120 hotel units, thus reducing the maximum commercial square footage by an equivalent impact. The equivalent impact will be based on projected trip generation impacts.

2. IMPLEMENTATION

The Project is consistent with the City's Comprehensive Growth Management Plan ("Comprehensive Plan"), including the future land use map adopted therein. A detailed site plan, landscape plan and engineering plan, in conformance with the requirements of the City's Comprehensive Plan and Land Development Regulations ("LDRs") and the requirements established herein shall be submitted for review and approval prior to construction of any portion of the Project. If outparcels are to be conveyed in fee simple, then a subdivision plat shall be submitted for review and approval in accordance with Chapter 156, LDRs, prior to conveyance of any individual lot to a third party other than a governmental entity.

3. PERMITTED USES

Permitted uses within the Gatlin Plaza PUD shall include all 'permitted uses' in the General Commercial (CG), Highway Commercial (CH) and Service Commercial (CS) zoning districts shall be allowed, including Drive-Thru Drug Store and Gas Station uses. The only exceptions to this identification of allowed uses are those uses listed under the Special Exception Uses for the CG, CH, and CS zoning districts, unless specifically stated herein.

As part of an otherwise permitted retail sales operation/activity within the Gatlin Plaza II PUD, accessory activities involving the sale, rental, and/or display (including outdoor sales, rentals, and/or display) of boats, watercraft, recreational vehicles, off-road vehicles, all-terrain vehicles, and other outdoors related vehicles and equipment shall be permitted, provided that any outdoor sales/rental/display area for such uses does not encroach into, or otherwise occupy, any required parking area, unless it is shown to the satisfaction of the City that any areas of encroachment or occupancy will not create any undue parking conditions for the primary retail sales operation/activity. For avoidance of doubt, nothing in this paragraph shall be construed as altering or affecting in any way any covenant, easement, or restriction applicable to the Project and recorded in the Public Records of St. Lucie County, Florida, as such covenants, easements, and/or restrictions, if any, may be amended from time to time.

4. DESIGN STANDARDS

The Gatlin Plaza PUD Project (the Project) shall be designed according to the minimum design standards for commercial projects as set forth in the City Land Development regulations (LDRs) and in the City of

Port St. Lucie Citywide Design Standards ("Design Standards") as they exist on the date ~~the~~ this PUD zoning district is approved, unless modified herein in which case the minimum design standards to be applied shall be as set forth below.

A. ~~This~~ The Project shall have vehicle access via a two separate access locations. The main access point being along Gatlin Boulevard, which shall be designed to be across from the existing intersection of Gatlin Boulevard and Bresica Street~~, and T~~the Projects secondary access point at the extension of Hayworth Avenue into the site. The main Project access location at Gatlin Boulevard and Brescia Street will be signalized, with the appropriate roadway improvements as dictated by the Project.

B. The Project will be supplied with water and wastewater services by the City of Port St. Lucie Utility Systems Department and will abide by and comply with all applicable City ordinances, policies, specifications, and regulatory agencies governing such service.

C. The Project is located along the I-95 corridor with a total frontage along I-95 of just over 4,500 feet. The project frontage along Gatlin Boulevard is approximately 860 feet. The I-95 frontage includes the entire northbound exit ramp to Gatlin Boulevard. This frontage buffer will meet or exceed the 20-foot buffer required along Gatlin Boulevard. Approximately 120 feet of the Gatlin Boulevard frontage will be used for the entrance road to the Project.

D. The Project will provide certain off-site transportation related improvements. The improvements include:

i. the signalization and accompanying intersection improvements at both the intersection of Gatlin Boulevard & Brescia Street, and the western I-95 ramps & Gatlin Boulevard; and,
ii. the improved roadway connection of Hayworth Avenue into the Project site; and, ~~.~~
iii. The provision of pavement overlay, new pavement markings and enhanced turning radii along Edgarce Street, Hayworth Avenue, and Fondura Avenue.
iv. A signal warrant study will be provided concurrent with the Construction Plan submittal for the project for the eastern I-95 ramp intersection with Gatlin Boulevard, and the appropriate warranted improvements will be provided.

NOTE: REVISIONS/ADDITIONS thru JULY 2025):
The above cited improvements are associated with the initial phases of development for the Gatlin Plaza PUD. Though the adoption of the 4th Amendment to the Gatlin Plaza PUD these improvements/ obligations have been deemed complete and satisfied. As part of the 4th Amendment to the Gatlin Plaza PUD, the following transportation related improvements are determined to be required:

1. Prior to the issuance of any building or site development permits (excluding mass grade permits), collectively authorizing more than 400,000 square feet of commercial space in the Gatlin Plaza PUD, the developer shall provide, or cause to provide through the execution of an approved development agreement or equivalent order, the following transportation network improvements:
    a. Intersection of Gatlin Boulevard & Brescia Street:
        i. Convert the northbound approach to this intersection (Briscia Street) to two (2) left-turn lanes and one (1) shared through/right-turn lane.

ii. Extend eastbound Gatlin Boulevard, right turn lane approximately 300 feet from its current position to provide for an approximate doubling of the length of the existing lane.[1]

iii. Extend the shared northbound 'through/right-turn lane' approximately 160 feet from current position to approximate access drive at Home Depot site.

iv. Provide for necessary Signal Head and Signal Adjustments to support this intersection improvement and lane adjustment.

b. Intersection of Fondura Street and Gatlin Boulevard[2]:

i. Add northbound right turn lane.

ii. Provide for necessary Signal Head and Signal Adjustments to support this lane addition.

c. East side Driveway 2 & Hayworth Avenue:

i. Convert the intersection of the Gatlin Plaza Internal Access Drive with Hayworth Avenue to an 'All-Way' stop controlled intersection.

ii. Improve sight-triangle visibility at intersection.

d. Intersection of Hayworth Avenue & Edgarce Street:

i. Restripe the Hayworth Avenue & Edgarce Street intersection to provide for enhanced traffic operation visibility.

ii. Remove stop signs for Hayworth Avenue, allowing for free flow movement along Hayworth Avenue.

2. Prior to the issuance of any building or site development permits (excluding mass grade permits), collectively authorizing more than 600,000 square feet of commercial space in the Gatlin Plaza PUD, the developer shall provide, or cause to provide through the execution of an approved development agreement or equivalent order, the following transportation network improvements:

a. Gatlin Boulevard & Brescia Street:

i. Installation of second, eastbound left-turn lane (to northbound Briscia). This improvement will require the addition of new receiving lane on NB Briscia.

ii. Signal adjustments at the intersection Gatlin Boulevard & Brisica Street in support of the additional left turn lane.

3. Six (6) months after Certificates of Occupancy, or equivalent use authorizations, have been issued for a cumulative total of 580,000 square feet of commercial uses in the Gatlin Plaza PUD, the owner of the property identified as Tract B in the Gatlin Plaza PUD, shall provide a traffic monitoring review of the two primary accesses into the Gatlin Plaza PUD. This monitoring review shall, at a minimum, assess the level of service and operational conditions of the intersections of Brescia Street & Gatlin Boulevard and Fondura Street & Gatlin Boulevard. Should any operational or level of service deficiency be shown, that is attributable to the impacts generated by the development within Tract B of the Gatlin Plaza PUD, the owner of Tract B shall develop and present to the City a mitigation proposal to off-set any operational or level of service deficiency. Should any Level of Service or Operational deficiency be observed through this review, that is attributable to the impacts generated or caused by the development in Tract B in the Gatlin Plaza PUD, no building permits authorizing more than 580,000 square

feet of development activity within the PUD shall be allowed until the appropriate mitigation is under construction or otherwise contractually committed for construction.[3]

Notes: 1.) Improvement requested by FDOT through the City of Port St. Lucie July 2025.
2.) Improvement requested by City of Port St. Lucie May 2025.
3.) Condition provided by City of Port St. Lucie, June 2025

E. All Project Advertising signs will adhere to the Master Sign Program for Gatlin Plaza PUD.

F. Stormwater treatment for Tracts B2 (including all subtracts), C, D and E shall be provided for via a combination of wet, dry detention and exfiltration systems located throughout the Gatlin Plaza PUD development area. ~~within Tracts C and E.~~ All stormwater systems will be designed to comely with applicable City and SFWMD stormwater standards. Overall stormwater outfall from the Gatlin Plaza PUD ~~Outfall~~ shall be ~~thru Tract B~~ into the Port St. Lucie Southwest Basin drainage system. ~~Tract B individually shall provide for its own stormwater treatment with outfall to the Port St. Lucie Southwest Basin drainage system.~~

G. On site or off site mitigation, as approved by the South Florida Water Management District ("SFWMD"), shall be provided for those wetland areas impacted by the P~~p~~roject. If such mitigation satisfies SFWMD requirements, then such mitigation shall be deemed to satisfy all ~~LDR~~ requirements of the City Land Development Regulations and Comprehensive Plan.

H. The maximum building height within the Gatlin Plaza Project shall be fifty (50) feet.

I. All on-site parking shall conform to the provisions of Section 158.221, of the City Code of Ordinances, as may be amended from time to time. ~~Since Tracts C and E of the Gatlin Plaza are not proposed for further subdivision into individual use tracts for sale to others,~~ Tracts B2 (including all subtracts) , C and E, shall collectively account for all of the required parking for this development. The specific parking fields for the individual uses within the Gatlin Plaza PUD will be depicted on the individual final site plan, or plans, for this area

J. Building setbacks for the Project shall be as follows:

• Front setback:	
Along Gatlin Boulevard and I-95:	25 Feet
Along interior ~~property lines/~~right-of-ways:	~~0~~ 25 Feet
Along interior property lines:	0 Feet
• Side Setback:	10 Feet
• Rear Setback:	15 Feet
• Building Separation:	15 Foot-Minimum
• Minimum Parcel Size:	20,000 sf

Landscaping requirements for Tracts B2 (including all subtracts), C, D and E combined will, at a minimum, meet all required City codes, except for the following. The perimeter landscaping buffer along the northeast corner of the property (behind Home Depot) has been determined to conflict with a City required utility easement that is located in this same area. There is not sufficient width in the remaining landscape area along this property line to simply move the required trees out of the way and maintain the minimum tree density along this portion of the

property line. The required trees shall be relocated to other areas of the sites landscaping designs.

In the event that a minimum ten foot (10') wide landscape strip cannot be maintained along all interior tract boundaries, the square footage that cannot be accommodated along these interior tract lines shall be relocated to other areas of the Gatlin Plaza PUD and these areas shall be identified on the final site plans for this property. The developer may locate all or portions of any landscaping relocated in accord with the provisions of this paragraph to the perimeter landscape areas of this property so long as the minimum perimeter landscape buffers are first provided and then any relocated landscaping area would serve as a supplemental width to this areas.

Except as noted above, the combined landscaping needs of Tract B2 (including all subtracts), C, D and E shall provide for the individually required landscaping for each Tract respectively. ~~Any future developments of Tract B individually shall provide for landscaping as required by City codes.~~

L. The placement and number of all bicycle racks and bus shelters within the Gatlin Plaza PUD will be coordinated with the City in accordance with applicable City codes and the local Transit Standards as a part of the site plan review process.

M. Pedestrian and vehicular access for all Tracts will be provided for through Tract D.

EXHIBIT 7a
PROPERTY DEEDS

WARRANTY DEED

January 2004

Return to: Mandel Weisman Heinberg
2101 Corporate Blvd #300
Boca Raton, FL
33431

THIS INSTRUMENT PREPARED BY
AND ~~RETURNED TO~~:
PETER L. BRETON, ESQUIRE
POST OFFICE BOX 3888
WEST PALM BEACH, FL 33402

Property Control Number:
4315-113-0001-000-3

WARRANTY DEED

THIS INDENTURE, made as of this 14th day of January, 2005, between **ULLRICH D. SCHULZE**, whose post office address is c/o John F. Flanigan, Esq., 625 North Flagler Drive, 9th Floor, West Palm Beach, Florida 33401 ("Grantor") and **BDG OF HAUPPAUGE, LLC, a New York limited liability company**, having an address at 300 Robbins Lane, Syosset, New York 11791 ("Grantee").

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH (a) all tenements, hereditaments, air rights, strips, gores, privileges, appurtenances, rights, easements and rights of way, if any, benefitting the Property, and (b) all rights of Grantor, if any, in and to any streets, roads, sidewalks, alleys and land lying in the bed of existing or proposed streets adjacent to the Property.

SUBJECT, HOWEVER, TO the matters set forth on Exhibit "B" attached hereto and made part hereof (the mention of which is not intended to reimpose the same).

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2543251 01/24/2005 at 11:02 AM
OR BOOK 2143 PAGE 2967 - 2971 Doc Type: DEED
RECORDING: $44.00
D DOC STAMP COLLECTION: $39610.20

THE PROPERTY IS VACANT COMMERCIAL LAND AND IS NOT THE HOMESTEAD OF THE GRANTOR HEREIN.

and Grantor does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence

(1) Claudia Walliser
Print Name: CLAUDIA WALLISER

(2) Elke Paulsen
Print Name: Elke Paulsen
(TWO WITNESSES REQUIRED)

ULLRICH D. SCHULZE

FEDERAL REPUBLIC OF GERMANY

The foregoing instrument was acknowledged before me, Hans-Werner Dr Umbreit [name of official], a Notary Public [title of official], this 7th day of January, 200 5, by **ULLRICH D. SCHULZE**, who:

_____ ~~is personally known to me~~, **OR**

_____ has produced his identification card as identification.

Signature of Official
Title of Official: Notary Public

(STAMP OR SEAL OF OFFICIAL)

DR. HANS-WERNER UMBREIT NOTAR IN WESTERLAND

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

EXHIBIT "A"

The Southern portion of an original 90.417 acre parcel of land [illegible] the East ½ of Section 15, Township 37 South, Rage 39 East, and in a portion of the [illegible] Section 14, Township 37 South, Range 39 east, being a part of Tract D, Port St. [illegible] according to the plat thereof, as recorded in Plat Book 14, Page 22, of the Pub[illegible] County, Florida, lying Easterly of Interstate 95 and Southerly of Gatlin [illegible] in Section 14 and 15, Township 37 South, Range 39 East, and [illegible] as follows:

Commencing at a point (POC) being a nail and [illegible] Northeast corner of Section 15, Township 17 South, Range 39 East, St. [illegible] run thence from said POC South 00°04'16" East along the East line of said [illegible] of 94.96 feet to the South right-of-way line of Gatlin Boulevard; thence, [illegible] 00°04'16" East along the East line of Section 15, a distance of 1,026.41 feet to the Point of Beginning (POB); thence, leaving the East line of said Section 15, run North 88°12'28" East a distance of 379.11 feet to a point on the Westerly right-of-way line of Edgrace Street; thence run South 00°02'43" East along the Westerly right-of-way line of said Edgrace Street, a distance of 60.03 feet; thence leave the Westerly right-of-way line of said Edgrace Street run South 88°12'28" West a distance of 379.08 feet to a point on the East line of Section 15; thence, run South 00°04'16" East along the East line of said Section 15 a distance of 1,431.58 feet to the East ¼ corner of said Section 15; thence, run South 00°09'21" East along the East line of said Section 15 a distance of 2,288.94 feet to a point on the Easterly limited access right-of-way line of Interstate 95, said point being North 00°09'21" West a distance of 368.51 feet from the Southeast corner of said Section 15; thence, run North 22°34'24" West a distance of 1,495.48 feet to a point of curvature of a curve concave to the Northeast having a radius of 24,381.33 feet; thence, run Northwesterly along said curve through a central angle of 03°23'16", an arc distance of 1,441.66 feet to a point; thence, run North 14°52'06" West a distance of 518.49 feet; thence, run North 08°28'08" West a distance of 404.79 feet; thence, run North 04°19'48" East a distance of 34.26 feet; the last described five courses being along the Easterly limited access right-of-way line of Interstate 95; thence North 89°55'48" East a distance of 1,189.94 feet; thence, run North 00°04'16" West a distance of 113.21 feet; thence, run North 88°12'28" East a distance of 80.04 to the Point of Beginning.

3

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All assessments and taxes for 2005 and all subsequent years.

2. Easement in favor of Florida Power & Light Company dated August 19, 1957, recorded Deed Book 233, Page 699, Public Records of St. Lucie County, Florida.

3. Conditions, easements and reservations as set forth in the Warranty Deed recorded June 11, 1965, in Official Records Book 120, Page 202, Public Records of St. Lucie County, Florida.

4. Reservation of Easement and Restrictions set forth in the Warranty Deed recorded October 14, 1985 in Official Records Book 479, Page 998 Public Records of St. Lucie County, Florida.

5. Development of Regional Impact Scheduling Agreement dated February 10, 1978, and amended August 26, 1985, between General Development Corporation and the Florida Division of State Planning (as Master Plan has been filed pursuant to said Agreement), all as set forth in the Special Warranty Deed recorded in Official Records Book 568, Page 237, also as set forth in the Warranty Deed recorded in Official Records Book 568, Page 245, all of the Public Records of St. Lucie County, Florida.

6. Easements as set forth on the Plat of PORT ST. LUCIE SECTION THIRTY ONE, according to the Plat thereof, as recorded in Plat Book 14, Page 22A Public Records of St. Lucie County, Florida.

7. The land being insured abuts Interstate 95 (I-95) on its Westerly boundary and said I-95 is a limited access highway and no rights of ingress or egress exist onto said I-95.

8. Covenants as set forth in the Owner's Affidavit and Covenant recorded in Official Records Book 1659, Page 2258, Public Records of St. Lucie County, Florida.

9. Conditions and restrictions as set forth in the Affidavit of Waiver recorded in Official Records Book 1659, Page 2264, Public Records of St. Lucie County, Florida.

Nr. 13 der Urkundenrolle für 2005

Ich beglaubige die heute vor mir auf der zweiten Seite vollzogene Unterschrift des Herrn Ullrich Dieter Gert Schulze, geb. am 4.11.1943, in 65191 Wiesbaden Haideweg 25 wohnhaft, ausgewiesen durch Personalausweis Nr. 2256264889D.

Die Frage nach einer Vorbefassung im Sinne des § 3 I 1 Nr. 7 BeurkG war verneint worden.

Westerland, den 7. Januar 2005

Notar

Kostenrechnung:

Wert: 50.000,00 Euro	
Gebühr nach §§ 32, 45 KostO	33,00 Euro
Umsatzsteuer 16 %	5,28 Euro
	38,28 Euro

DR. HANS-WERNER LUNDBERG NOTAR IN WESTERLAND

Notar

EXHIBIT 7b
PROPERTY DEEDS

SPECIAL WARRANTY DEED

November 2003

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2309060 OR BOOK 1847 PAGE 2053
Recorded:11/20/03 11:28

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

* Doc Assump: $ 0.00
* Doc Tax : $ 45,500.00
* Int Tax : $ 0.00

Property Appraisers Parcel
Identification Numbers: 4315-111-0002-000/4

SPECIAL WARRANTY DEED

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 14th day of November, 2003, between **DARYL M. CARTER, as Trustee** under the provisions of an unrecorded land trust agreement dated January 31, 2003, of the County of Orange, State of Florida, and known as the **CARTER-ST. LUCIE RIVER LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, as "Grantor", and as party of the first part, and **BDG of HAUPPAUGE, LLC**, a New York limited liability company, whose post office address is: 6800 Jericho Turnpike, Syosset, New York 11791-4498, as "Grantee", and as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

See attached **Exhibit "A"**

which is hereafter referred to as "the Property")

together with all easements and other rights appurtenant thereto.

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor.

The Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the parties of the first part, but against no others. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

OR BOOK 1847 PAGE 2054

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Print name David R. Weeks

Pamela Lee Wray

Print name Pamela Lee Wray

GRANTOR:

Daryl M. Carter, as Trustee of the Carter-St. Lucie Land Trust

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of November, 2003, by Daryl M. Carter, as Trustee, who is personally known to me and who did take an oath.

Pamela Lee Wray

Print name Pamela Lee Wray
Notary Public, State of Florida
My commission expires: 07/22/06

PAMELA LEE WRAY
Notary Public - State of Florida
My Commission Expires Jul 22, 2006
Commission # DD127884
Bonded By National Notary Assn.

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

OR BOOK 1847 PAGE 2055

EXHIBIT "A"

The Northern portion of an original 90.417 acre parcel of land situate in the East Half of Section 15, Township 37 South, Range 39 East, lying Easterly of Interstate 95 and Southerly of Gatlin Boulevard, and an adjoining .172 acre portion of land in Section 14, Township 37 South, Range 39 East, and being geometrically described as follows:

Commencing at a point (P.O.C.) being a nail and disc in pavement at the Northeast corner of Section 15, Township 37 South, Range 39 East, St. Lucie County, Florida, run thence from said P.O.C. South 00 degrees 04 minutes 16 seconds East along the East line of said Section 15, a distance of 94.96 feet to the South right of way line of Gatlin Boulevard and the POINT OF BEGINNING (P.O.B); thence run Northeasterly with said right of way along a non-tangent curve to the right through a central angle of 0 degrees 04 minutes 29 seconds; an arc distance of 30.00 feet, a chord bearing and distance of North 88 degrees 47 minutes 18 seconds East, 30.00 feet to a point; thence leaving said right of way line of Gatlin Boulevard, and run South 00 degrees 04 minutes 16 seconds East, a distance of 250.60 feet to a point; thence run South 89 degrees 55 minutes 44 seconds West, a distance of 30.00 feet to a point on the East line of Section 15; thence run South 00 degrees 04 minutes 16 seconds East along said East line of Section 15, a distance of 776.41 feet to a point; thence leaving said Section line run South 88 degrees 12 minutes 28 seconds West a distance of 80.04 feet; thence run South 0 degrees 04 minutes 16 seconds East, a distance of 113.21 feet; thence run South 89 degrees 55 minutes 48 seconds West, a distance of 1189.94 feet to a point on the Easterly limited access right of way line of Interstate 95; thence run North 04 degrees 19 minutes 18 seconds East a distance of 370.53 feet to a point; thence run North 10 degrees 43 minutes 46 seconds East, a distance of 220.25 feet; thence run North 13 degrees 28 minutes 39 seconds East, a distance of 248.03 feet; thence run North 32 degrees 02 minutes 11 seconds East, a distance of 213.88 feet; thence run North 69 degrees 09 minutes 13 seconds East, a distance of 213.88 feet; thence run North 84 degrees 54 minutes 10 seconds East, a distance of 628.35 feet to a point; the last described six (6) courses being along the Easterly limited access right of way line of Interstate 95; thence run Easterly along a curve concave to the North having radius of 23,018.31 feet, said curve being the South right of way line of Gatlin Boulevard, an arc distance of 202.55 feet, a chord bearing of North 89 degrees 04 minutes 40 seconds East and a chord distance of 202.55 feet to the POINT OF BEGINNING.

EXHIBIT 8
BINDING P.U.D. AGREEMENT

****

CITY OF PORT ST. LUCIE
AMENDED BINDING
PLANNED UNIT DEVELOPMENT (PUD)
AGREEMENT

PROJECT NAME **GATLIN PLAZA I PUD**

LEGAL DESCRIPTION **SEE EXHIBIT 1B**

I HEREBY DECLARE THAT, The Gatlin Plaza I PUD as described herein is under unified control and hereby agree to proceed with the proposed PUD development according to the provisions of the City of Port St. Lucie zoning regulations and conditions as may be attached to the zoning of the land to PUD. In addition, I will provide agreements, contracts, deed restrictions and such relevant securities as may be required by the City for completion of the development according to the design parameters approved at the time of rezoning to PUD, and also agree to provide continuing operation and maintenance of such areas, functions, and facilities as are not to be provided, operated or maintained at public expense. In addition, I agree to bind all successors in title to any commitments made hereunder this paragraph.

Sworn to and subscribed before me this 12th day of October 2023.

Notary Public

LAURIE MC CAFFREY
Notary Public - State of New York
NO. 01MC6291372
Qualified in Nassau County
My Commission Expires Oct 15, 2025

BDG PORT ST. LUCIE, LLC

By: _____
Jonathan E. Cohen
Managing Member

GATLIN PLAZA CONDOMINIUM ASSOCIATION INC
by: BDG Port St Lucie LLC as Developer
Jonathan E. Cohen
Managing Member

My Commission expires:

FOR STAFF USE ONLY

Planning Dept No: _____

Ordinance Number: _____

Date Received: _____

Date Checked: _____

Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

EXHIBIT 8
BINDING P.U.D. AGREEMENT

****

CITY OF PORT ST. LUCIE
AMENDED BINDING
PLANNED UNIT DEVELOPMENT (PUD)
AGREEMENT

PROJECT NAME	**GATLIN PLAZA I PUD**
LEGAL DESCRIPTION	**SEE EXHIBIT 1B**

I HEREBY DECLARE THAT, The Gatlin Plaza I PUD as described herein is under unified control and hereby agree to proceed with the proposed PUD development according to the provisions of the City of Port St. Lucie zoning regulations and conditions as may be attached to the zoning of the land to PUD. In addition, I will provide agreements, contracts, deed restrictions and such relevant securities as may be required by the City for completion of the development according to the design parameters approved at the time of rezoning to PUD, and also agree to provide continuing operation and maintenance of such areas, functions, and facilities as are not to be provided, operated or maintained at public expense. In addition, I agree to bind all successors in title to any commitments made hereunder in this paragraph.

Sworn to and subscribed before me this 17th day of October 2023.

Notary Public

LAURIE MC CAFFREY
Notary Public – State of New York
NO. 01MC6291372
Qualified in Nassau County
My Commission Expires Oct 15 2025

BDG PORT ST. LUCIE, LLC

By: _____
Jonathan E. Cohen
Managing Member

GATLIN PLAZA CONDOMINIUM ASSOCIATION INC
by: BDG Port St Lucie LLC as Developer
Jonathan E. Cohen
Managing Member

My Commission expires:

---------- FOR STAFF USE ONLY ----------

Planning Dept No: _____

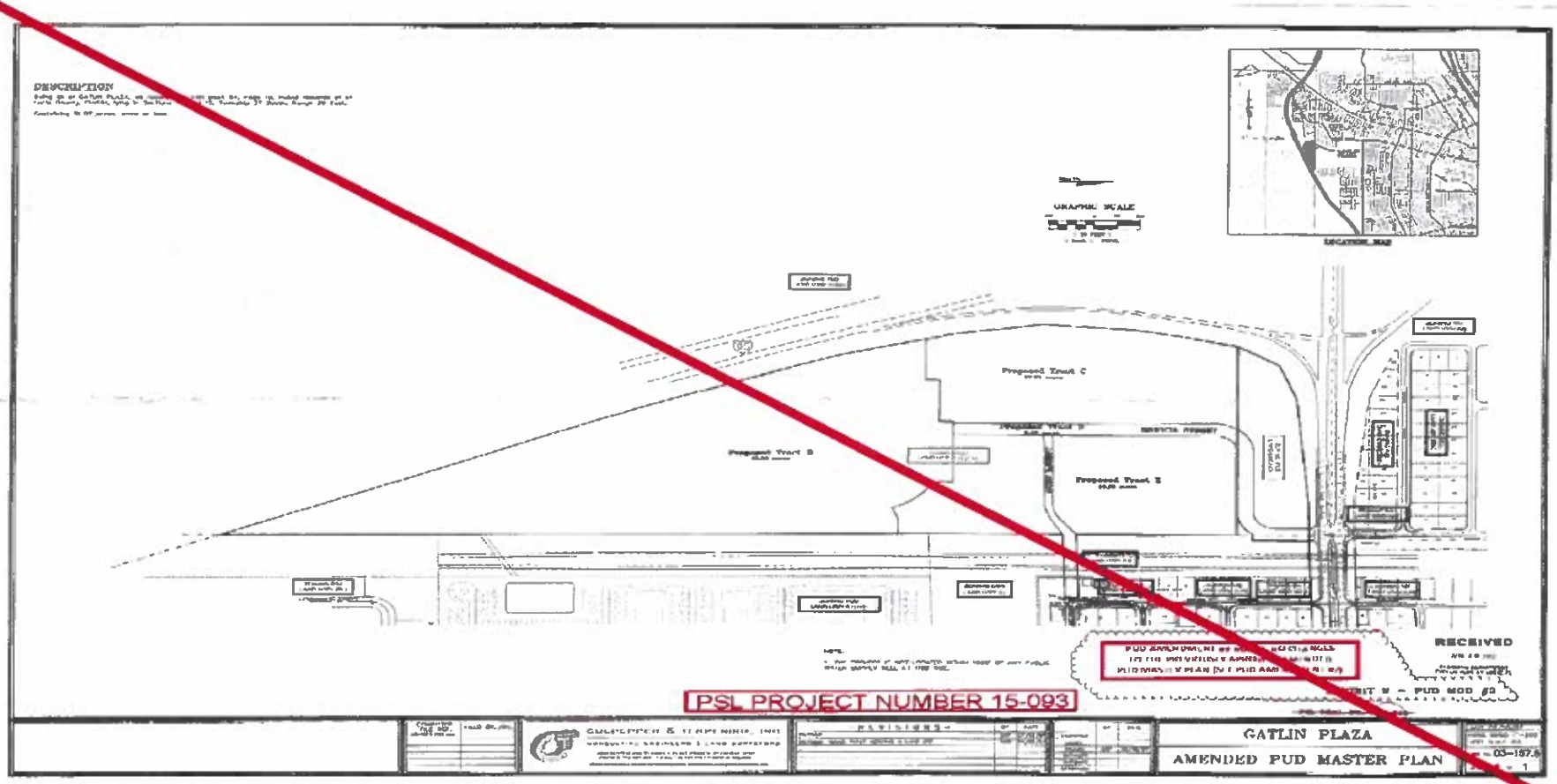
Ordinance Number: _____

Date Received: _____

Date Checked: _____

EXHIBIT 9

PUD
MASTER PLAN

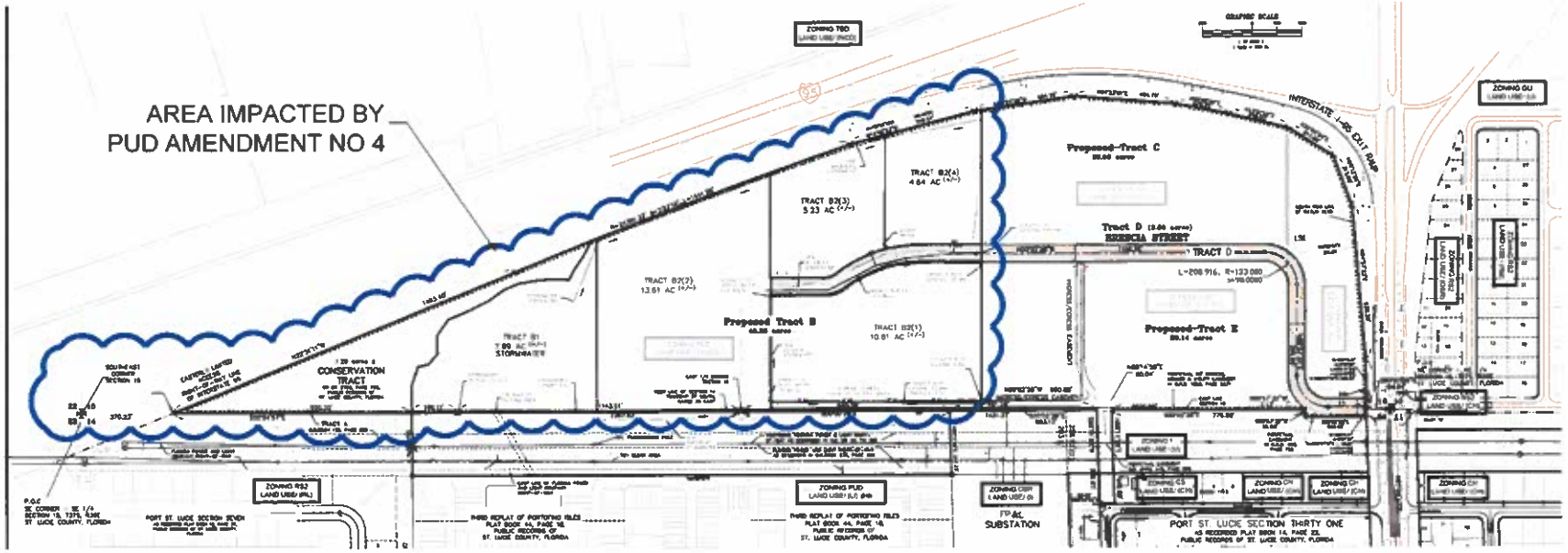

DESCRIPTION
GRAPHIC SCALE
Proposed Tract C
Proposed Tract B
Proposed Tract A
RECEIVED
PSL PROJECT NUMBER 15-093
GATLIN PLAZA
AMENDED PUD MASTER PLAN

LEGAL DESCRIPTION

Being all of Gatlin Plaza, as Recorded in Plat Book 54, Page 18, Public Records of St. Lucie County, Florida, lying in Sections 14 and 15, Township 37 South, Range 39 East.

Containing 91.067 acres, more or less.

GRAPHIC SCALE



NOTE:

1. THE PROJECT IS NOT LOCATED WITHIN 1000' OF ANY PUBLIC WATER SUPPLY WELL AT THIS TIME.
2. ALL PARCEL SIZES ARE APPROXIMATE. REFER TO FINAL INDIVIDUAL LEGAL DESCRIPTIONS TO BE PREPARED AT TIME OF INDIVIDUAL SITE PLAN REVIEWS. (NOTE ADDED - 2025.02.00)
3. REFER TO SITE CONSTRUCTION PLANS FOR SERVICE CONNECTION DETAILS AND FINAL ALIGNMENTS. (NOTE ADDED - 2025.02.00)

EXHIBIT 9 – PUD MOD ~~#3~~ ~~#4~~

PSL PROJ. NO. PE3-168
~~PSL PROJ. NO. P10-096~~
~~PSL PROJ. NO. P07-016~~
PSL UTIL PRO. NO. 11-083-000

FIELD BK./PG.

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

- REVISIONS -	BY	DATE
REVISED	DSP	07/13/07
REVISED ADDED TRACT ACREAGE & LAND USE	DSP	07/25/07
PUD REVISION NO. 4 - AMEND TRACT B TO ADD NEW BLDG AREA	DJM	08/14/07
PUD REVISION NO. 4 - REVISE ADDRESS BRACE & NOTES	DJM	09/10/07

GATLIN PLAZA
AMENDED PUD MASTER PLAN

DATE 06/19/07
HORIZ. SCALE 1"=200'
VERT. SCALE N/A
JOB NO. 23-085
SHEET 1 of 1

EXHIBIT 10

TRAFFIC IMPACT REPORT

~~March 2005~~
May 2025

Refer to the *TRAFFIC IMPACT ANALYSIS for the Gatlin Plaza PUD*, prepared by MacKenzie Engineering and Planning, Inc., dated February 12, 2025 (last revised May 2025), on file with the City of Port St. Lucie Planning Department. This amendment (the 4th amendment) provides for the deletion of the prior traffic impact report (last updated March 2005), as included in PUD Amendment #3) from this PUD Document.

MacKenzie Engineering and Planning, Inc. (Mackenzie) performed an analysis of the traffic impacts resulting from the proposed project site located east of I-95 and Gatlin Boulevard, Port St. Lucie, Florida. The project proposes to construct a total of 750,000 SF of Retail (Shopping Center) use, with a Hotel use, comprising 120 rooms. The analysis buildout year for this project is 2027. As of the date of this application for the 4th amendment to the Gatlin Plaza PUD, the total 'approved' square feet for this PUD is 397,050 square feet. The table below provides a general breakdown of the distribution of square footage within the original Gatlin Plaza PUD:

SITE NAME	BLDG. AREA (SF) (thru May 2025)
Home Depot	155,669
Bass Pro	91,370
Copy Floor & Décor	69,981
Dave & Busters	25,000
Retail D	20,000
Restaurant	6,300
Wendy's	3,408
unassigned	45,412
Total for initial Gatlin Plaza PUD	397,050

Subsequent development phases will account for an additional 353,000 square feet in this project, thus bringing the project total to approximately 750,000 square feet. Except, it should be noted that, at the developer's option, should the proposed 120 hotel rooms be proposed for construction, the maximum square footage allowed in the project will be reduced to approximately 730,000 square feet. The 20,000 square foot reduction in gross area accounts for a re-assignment/conversion of the trips generated by that square footage to a Suite Hotel use.

Transportation improvement obligations, necessary to offset the impacts of the initial stages of projects development included; alterations Gatlin Boulevard; local street improvements (east of the development site) encouraging alternative access routes into the overall project, and contributions by the developers to improvements to other local area collector and arterial roadways that provide for a diffusion of traffic in this area, have already been completed. Addressing the impacts of this proposed expansion upon the local roadway network, and except as footnoted below, the Mackenzie report recommends the following transportation system improvements to offset the impacts resulting from the addition of 353,000 square feet of additional retail space into the existing Gatlin Plaza PUD.

2. Prior to the issuance of any building or site development permits (excluding mass grade permits), collectively authorizing more than 400,000 square feet of commercial space in the Gatlin Plaza PUD, the developer shall provide, or cause to provide through the execution of an approved development agreement or equivalent order, the following transportation network improvements:
    e. Intersection of Gatlin Boulevard & Brescia Street:
        v. Convert the northbound approach to this intersection (Briscia Street) to two (2) left-turn lanes and one (1) shared through/right-turn lane.
        vi. Extend eastbound Gatlin Boulevard, right turn lane approximately 300 feet from its current position to provide for an approximate doubling of the length of the existing lane.[1]
        vii. Extend the shared northbound 'through/right-turn lane' approximately 160 feet from current position to approximate access drive at Home Depot site.
        viii. Provide for necessary Signal Head and Signal Adjustments to support this intersection improvement and lane adjustment.

    f. Intersection of Fondura Street and Gatlin Boulevard[2]:
        i. Add northbound right turn lane.
        ii. Provide for necessary Signal Head and Signal Adjustments to support this lane addition.

    g. East side Driveway 2 & Hayworth Avenue:
        i. Convert the intersection of the Gatlin Plaza Internal Access Drive with Hayworth Avenue to an 'All-Way' stop controlled intersection.
        ii. Improve sight-triangle visibility at intersection.

    h. Intersection of Hayworth Avenue & Edgarce Street:
        i. Restripe the Hayworth Avenue & Edgarce Street intersection to provide for enhanced traffic operation visibility.
        ii. Remove stop signs for Hayworth Avenue, allowing for free flow movement along Hayworth Avenue.

4. Prior to the issuance of any building or site development permits (excluding mass grade permits), collectively authorizing more than 600,000 square feet of commercial space in the Gatlin Plaza PUD, the developer shall provide, or cause to provide through the execution of an approved development agreement or equivalent order, the following transportation network improvements:

b. Gatlin Boulevard & Brescia Street:
   i. Installation of second, eastbound left-turn lane (to northbound Briscia). This improvement will require the addition of new receiving lane on NB Briscia.
   ii. Signal adjustments at the intersection Gatlin Boulevard & Brisica Street in support of the additional left turn lane.

5. Six (6) months after Certificates of Occupancy, or equivalent use authorizations, have been issued for a cumulative total of 580,000 square feet of commercial uses in the Gatlin Plaza PUD, the owner of the property-identified as Tract B in the Gatlin Plaza PUD, shall provide a traffic monitoring review of the two primary accesses into the Gatlin Plaza PUD. This monitoring review shall, at a minimum, assess the level of service and operational conditions of the intersections of Brescia Street & Gatlin Boulevard and Fondura Street & Gatlin Boulevard. Should any operational or level of service deficiency be shown, that is attributable to the impacts generated by the development within Tract B of the Gatlin Plaza PUD, the owner of Tract B shall develop and present to the City a mitigation proposal to off-set any operational or level of service deficiency. Should any Level of Service or Operational deficiency be observed through this review, that is attributable to the impacts generated or caused by the development in Tract B in the Gatlin Plaza PUD, no building permits authorizing more than 580,000 square feet of development activity within the PUD shall be allowed until the appropriate mitigation is under construction or otherwise contractually committed for construction.[3]

Notes: 1.) Improvement requested by FDOT through the City of Port St. Lucie July 2025.
2.) Improvement requested by City of Port St. Lucie May 2025.
3.) Condition provided by City of Port St. Lucie, June 2025.

With the completion of these identified improvements, the Gatlin Plaza PUD project will meet Port St. Lucie's concurrency requirements.

EXHIBIT 11

ENVIRONMENTAL IMPACT REPORT

August 2004

RECONNAISSANCE LEVEL FIELD ASSESSMENT

GATLIN COMMONS

City of Port St. Lucie
St. Lucie County, Florida

Section 15, Township 37 South, Range 39 East

PREPARED FOR:

Culpepper & Terpening, Inc.

AUGUST 3, 2004

BY:

PHILLIP R. JIMRUSTI
& ASSOCIATES, INC.
ECOLOGICAL ENGINEERS
ENVIRONMENTAL CONSULTANTS
12730 S.W. 12th Court
DAVIE, FLORIDA 33325
(954) 370-8870

AS NATURE INTENDED

GATLIN COMMONS

INTRODUCTION

A *Reconnaissance Level Field Assessment* was conducted on this 90.60-acre tract of land located south of Gatlin Blvd., east of Interstate 95, Section 15, Township 37 South, Range 39 East, City of Port St. Lucie, St. Lucie County, Florida on August 3, 2004. The parcel was surveyed on three occasions at various times of the day to be in substantial compliance with the South Florida Water Management District Basis of Review, the City of Port St. Lucie Comprehensive Land Use Amendment and St. Lucie County Resource Protection Standards (Chapter VI) The site was investigated to identify native vegetative communities, determine the viability of indigent habitats and note the presence or absence of threatened or endangered species as listed by the U.S. Fish and Wildlife Service (FWS) and Florida Fish and Wildlife Conservation Commission (FFWCC).

The site is bounded on the south by vacant land, on the west and north by paved roads and on the east by a FPL Powerline easement. The immediate area surrounding the property is sub-divided for future commercial and residential development. The site is fully wooded and can best be described as the remnants of a pine/palmetto flatwoods with depressional wetlands located along the west and north property lines. Off-road vehicle trails are prevalent throughout the property.

VEGETATION

The canopy vegetation of the uplands consists of slash pine (Pinus eliottii), Brazilian pepper (Schinus terebenthifolis), cabbage palm (Sable palmetto), led tree (Leucaena leucocephala) and live oak (Quercus virginiana) . The understory was sparse and contained wild coffee (Psychotria nervosa), wax myrtle (Myrica cerifera), lantana (Lantana depressa), saw palmetto (Sereona repens), beautyberry (Callicarpa americana), and blackberry (Rubus betulifolius). The ground cover observed was grape vine (vitis rotundifolia), heliotrope (Heliotropium polyphyllum), Old World climbing fern (Lygodium microphyllum), bracken fern (Pteridium spp.), swamp fern (Blechnam serrulatum) and wire grass (Arstida stricta).

The wetland and transitional areas of the property contained canopy vegetation consisting of red bay, Carolina willow and pond apple with an understory of wax myrtle and buttonbush. The ground covers observed were

GATLIN COMMONS

The open areas of the property contain Bahia grass (Paspalum notatum) and roadside weeds such as Spanish needles (Bidens alba), caesar weed (Urena lobata), ragweed (Ambrosia artemisiifolia), periwinkle (Catharanthus roseus), and various other grasses and forbs associated with open fields.

SOILS

The US Department of Agriculture, Natural Resources Conservation Service Soil Survey of St. Lucie County indicates that the substrate of the property is Winder sand, depressional (54) with intrusions of Riviera fine sand (37&38). Winder sand is a poorly drained nearly level soil that occurs in depressional areas. Riviera fine sand is a poorly drained nearly level soil that occurs in depressional areas, in hammocks and along drainageways.

WILDLIFE

Other than mockingbirds (Mimus polyglottos) and mourning doves (Zenaida macroura), no wildlife was observed during the survey. Tracts of white tailed deer and raccoons were noted throughout the site. No gopher tortoise (Gopherus polyphemus) burrows were observed and the site does not contain a scrub habitat. Based on previous studies of animal populations within the Pine Flatwoods and wetland communities, the following is a list of probable animal species that may inhabit the site:

Mammals

Nine banded armadillo (Dasypus novemcnctus)
Opossum (Didelphis vurginiana)
Raccoon (Procyon lotot)
Grey Squirrel (Sciurus carolinensis)
White tailed deer (Odocoileus virginianus)

Birds

Ground dove (Columbia passerina)
Mocking bird (Mimus polyglottos)
Wading birds

GATLIN COMMONS

Other Vertebrates

Oak toad (Bufo quercicus)
Green anole (Anolis carolinensis)
Six-lined racerunner (Cnemidophorus sexlineatus)

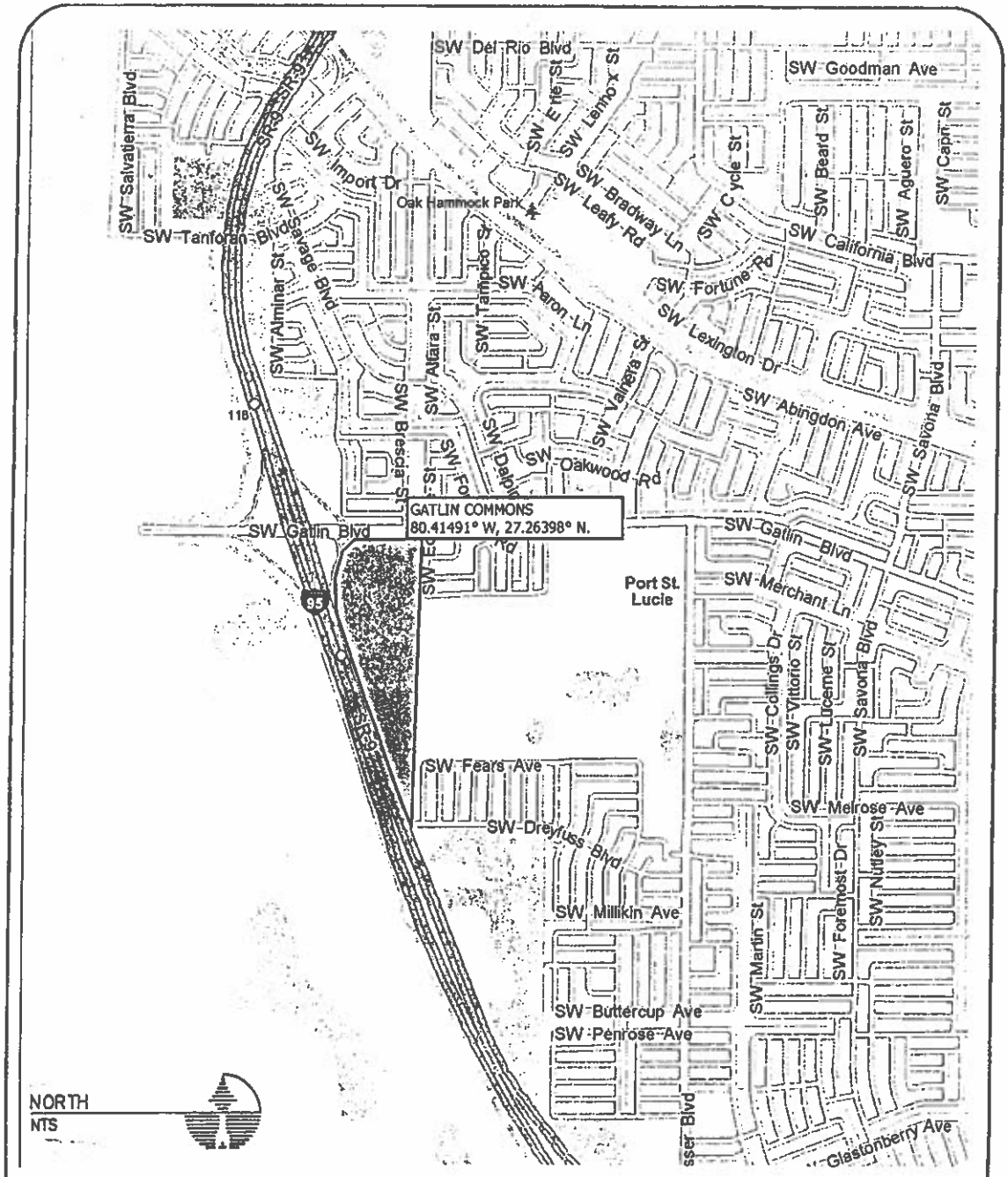
HYDROLOGY

The wetlands sustain periodic flooding in the wetland areas. On two site visits, 12 inches of standing water was observed in all of the depressional wetlands. On 8/3/04 the only standing water that was observed was in the deeper off-road vehicle tracts.

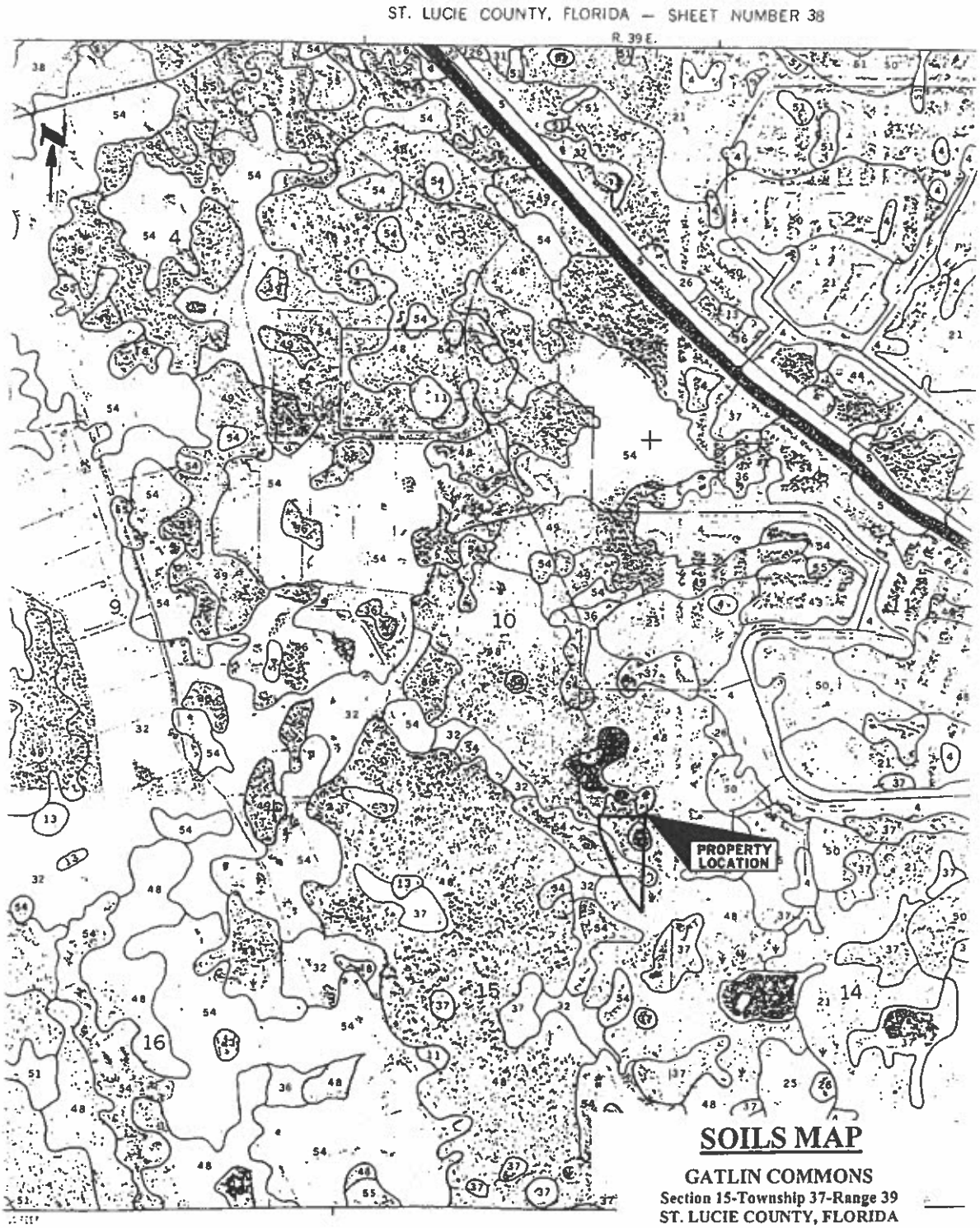
CONCLUSION

No wildlife or vegetation from the list of State and Federally protected, threatened or endangered species were observed on the property. The Florida scrub jay and Gopher tortoise listed as threatened by the FGFWFC and the USFWS and endemic to a scrub environment requires a low shrub layer lacking a sand pine canopy that this site does not provide.

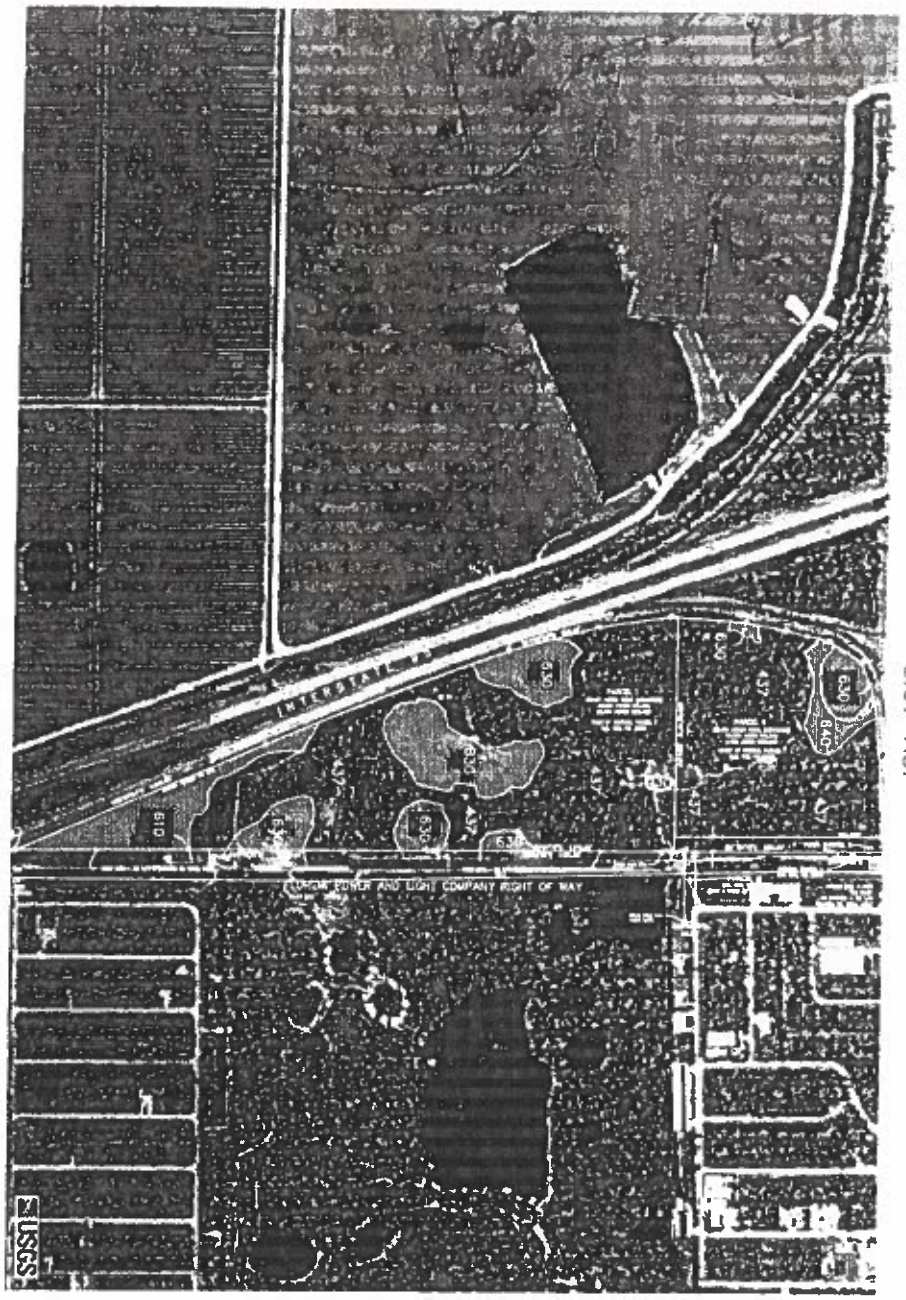
A pre-application wetland determination was conducted by the South Florida Water Management District (SFWMD) on 6/27/04 and confirmed the surveyed wetland areas.



LOCATION MAP	PHILLIP R. JIMRUSTI & ASSOCIATES, INC.	PROJECT No. 408-1
GATLIN COMMONS FOR: CULPEPPER & TERPENING, INC. PORT ST. LUCIE, FLORIDA ST. LUCIE COUNTY, S15 – T37 – R39	ECOLOGICAL ENGINEERS ENVIRONMENTAL CONSULTANTS 12730 S.W. 12th Court DAVIE, FLORIDA 33325 (964) 370-8870	COMP. NAME: GATLIN COMMONS FILE NAME: MAP LOCATION DATE: 8/3/04 SHEET 1 OF 1

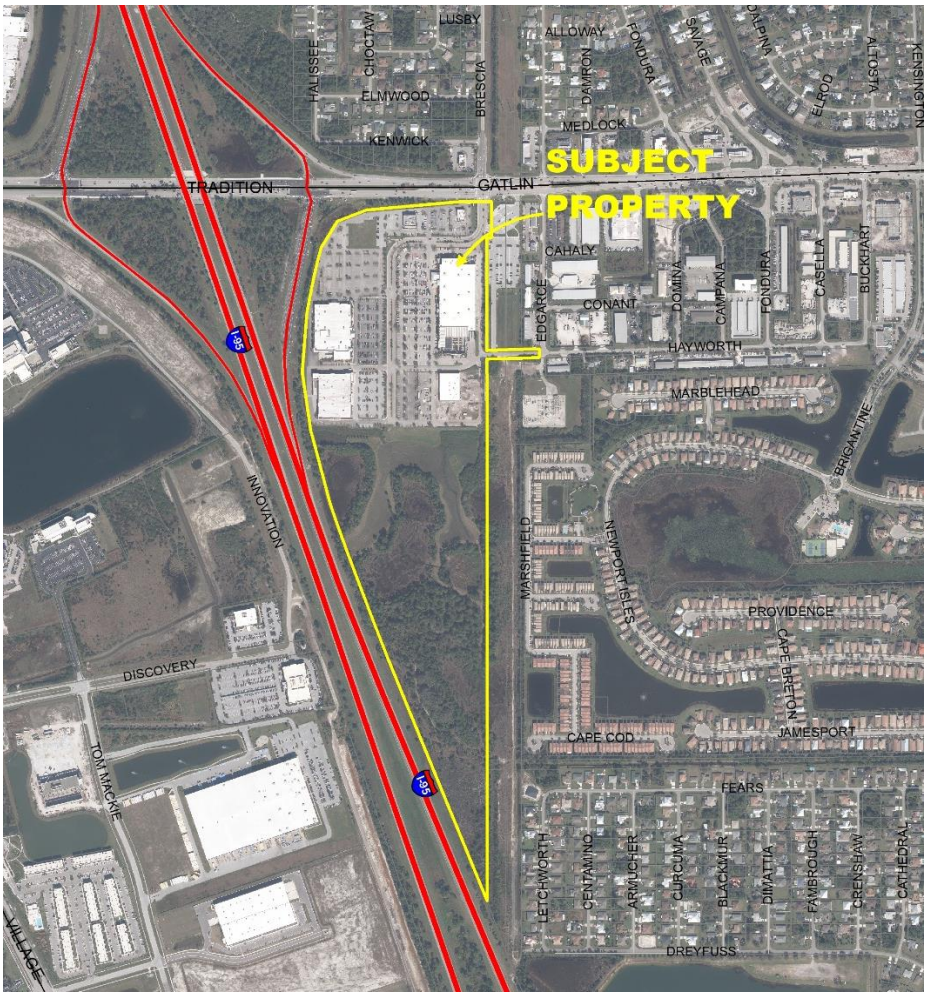


Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)


LEGEND
NUMBER
DESCRIPTION
AREA
437 UPLAND HARDWOOD FOREST 67.11 AC.
630 WETLAND FORESTED MIX 15.62 AC.
640 VEGETATED NON-FORESTED WETLANDS 1.90 AC.
610 WETLAND HARDWOOD FOREST 5.97 AC.
JURISDICTIONAL WETLANDS
INTERSTATE 95
FLORIDA POWER AND LIGHT COMPANY RIGHT OF WAY
USGS
NORTH
SCALE - N.T.S.

END OF DOCUMENT

Gatlin Plaza PUD - Amendment No. 4
Planned Unit Development Amendment
P23-159



Project Location Map

SUMMARY

Applicant's Request:	An application for the 4th Amendment to the Gatlin Plaza Planned Unit Development (PUD) to revise the PUD document to clarify the allowable uses as well as add additional building square footage and create conservation, stormwater, and future development tracts.
Agent(s):	Culpepper & Terpening, Inc.
Applicant/ Property Owner:	BDG Port St. Lucie, LLC
Location:	The Gatlin Plaza PUD is generally located south of SW Gatlin Boulevard and east of I-95.
Project Planner:	Francis Forman, Planner III

Project Description

The City has received an application from Culpepper & Terpening, Inc, acting as the agent for BDG Port St. Lucie, LLC, the property owner, for the 4th Amendment to the Gatlin Plaza PUD. The Gatlin Plaza PUD encompasses approximately 91.07 acres and is divided into 10 tracts per the legal description.

A portion of the site has been developed with Commercial uses and the remainder is vacant. This application will amend the PUD document to add approximately 353,000 square feet of building area for a total of 750,000 square feet and add up to 120 hotel rooms.

The PUD master plan is also proposed to be amended to divide the existing Tract B of the PUD into 6 tracts which will encompass 4 new development tracts for commercial and service commercial type uses, as well as stormwater and conservation tracts. The division of Tract B will consist of reallocating the existing acreage for the land and will not require any additional property to be incorporated into the PUD.

The proposed change is included in the attached PUD document (Exhibit "A") and the changes are shown as ~~strike through~~ and underlined.

Project Background

The Gatlin Plaza PUD was first approved in 2005 (P04-431), under Ordinance 05-032 at which time the parcels were created and rezoned under the master PUD from St. Lucie County's Agricultural (AG-1) to PUD. The master PUD was amended throughout the years to further improve the development and allowances, including commercial and light industrial uses, as well as to include additional land area to further the development potential of the area. The creation and amendments to the master PUD are in accordance with Policy 1.1.4.13 of the Future Land Use Element, which establishes the zoning districts compatible with the City's Future Land Use classifications.

Previous Actions and Prior Reviews

The Site Plan Review Committee recommended approval of the proposed PUD amendment and conceptual plan on January 22, 2025.

Public Notice Requirements

Notice of the PUD amendment was mailed to property owners within a maximum of 750 feet of the subject property.

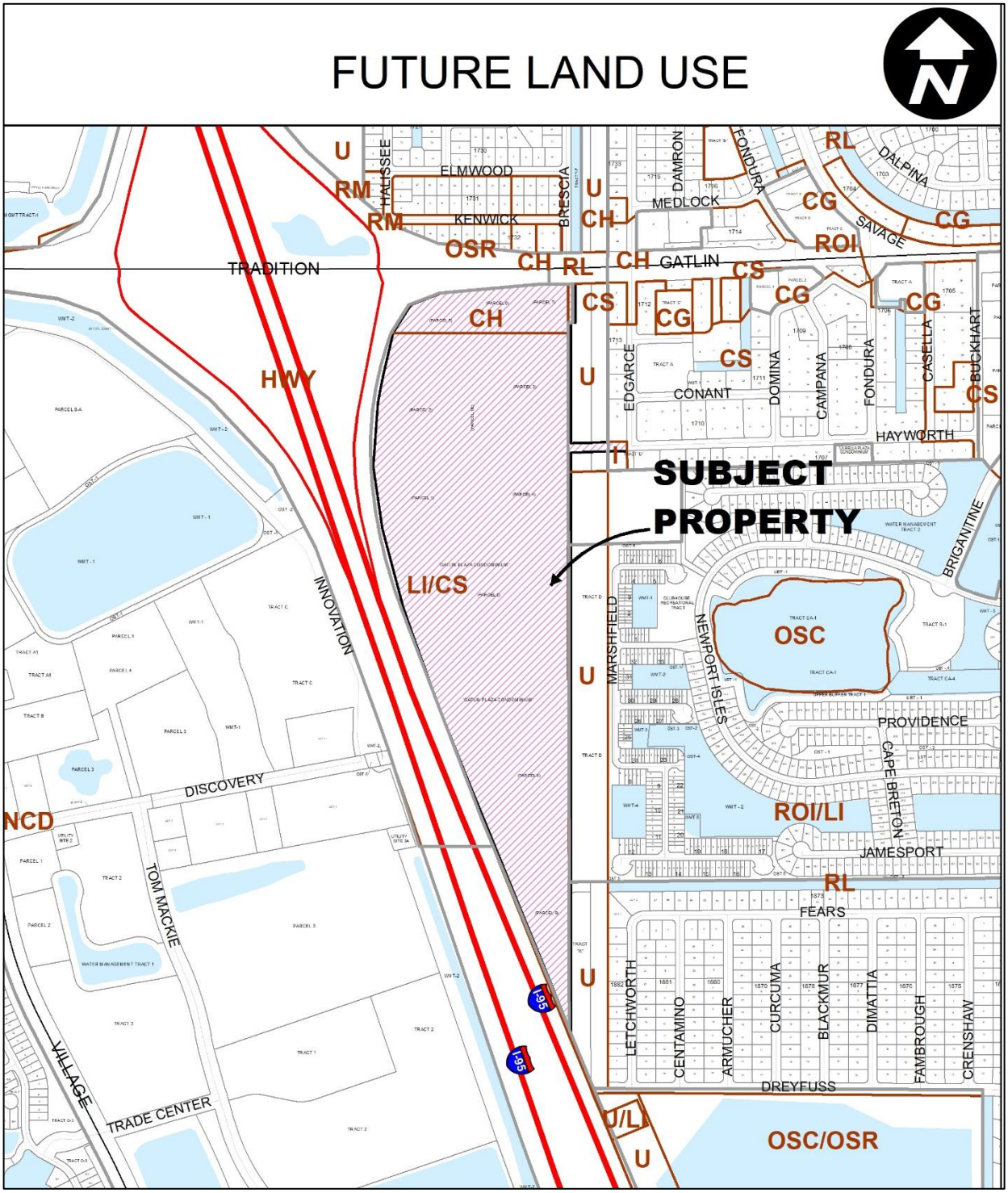
Location and Site Information

Parcel ID No.	A complete list of Parcel ID Numbers is attached in the PUD regulation book.
Property Size:	91.07 acres
Legal Description:	A complete legal description is attached in the PUD regulation book.
Future Land Use:	Service Commercial/Light Industrial (CS/LI), Highway Commercial (CH)
Existing Zoning:	Planned Unit Development (PUD)
Existing Use:	General Commercial, and Light Industrial

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CH & OSR	CH & RS-2	Commercial retail and Open Space
South	HWY	HWY	Florida Interstate 95
East	U	U & I	Public Works Park & Ride and Utility Easement
West	HWY	HWY	Florida Interstate 95

CH- Highway Commercial, HWY- Highway, U – Utility, I – Institutional, OSR – Open Space Recreation, RS-2 – Single-Family Residential


FUTURE LAND USE
SUBJECT PROPERTY
TRADITION
HWY
INNOVATION
DISCOVERY
TOM MACKIE
VILLAGE
TRADE CENTER
ELMWOOD
KENWICK
HALISSEE
BRESCIA
DAMRON
FONDURA
MEDLOCK
DALPINA
SAVAGE
GATLIN
EDGARCE
CONANT
DOMINA
CAMPANA
CASELLA
BUCKHART
HAYWORTH
BRIGANTINE
MARSHFIELD
NEWPORT ISLES
PROVIDENCE
CAPE BRETON
JAMESPORT
FEARS
LETCHWORTH
CENTAMINO
ARMUCHER
CURCUMA
BLACKMUR
DIMATTIA
FAMBROUGH
CRENSHAW
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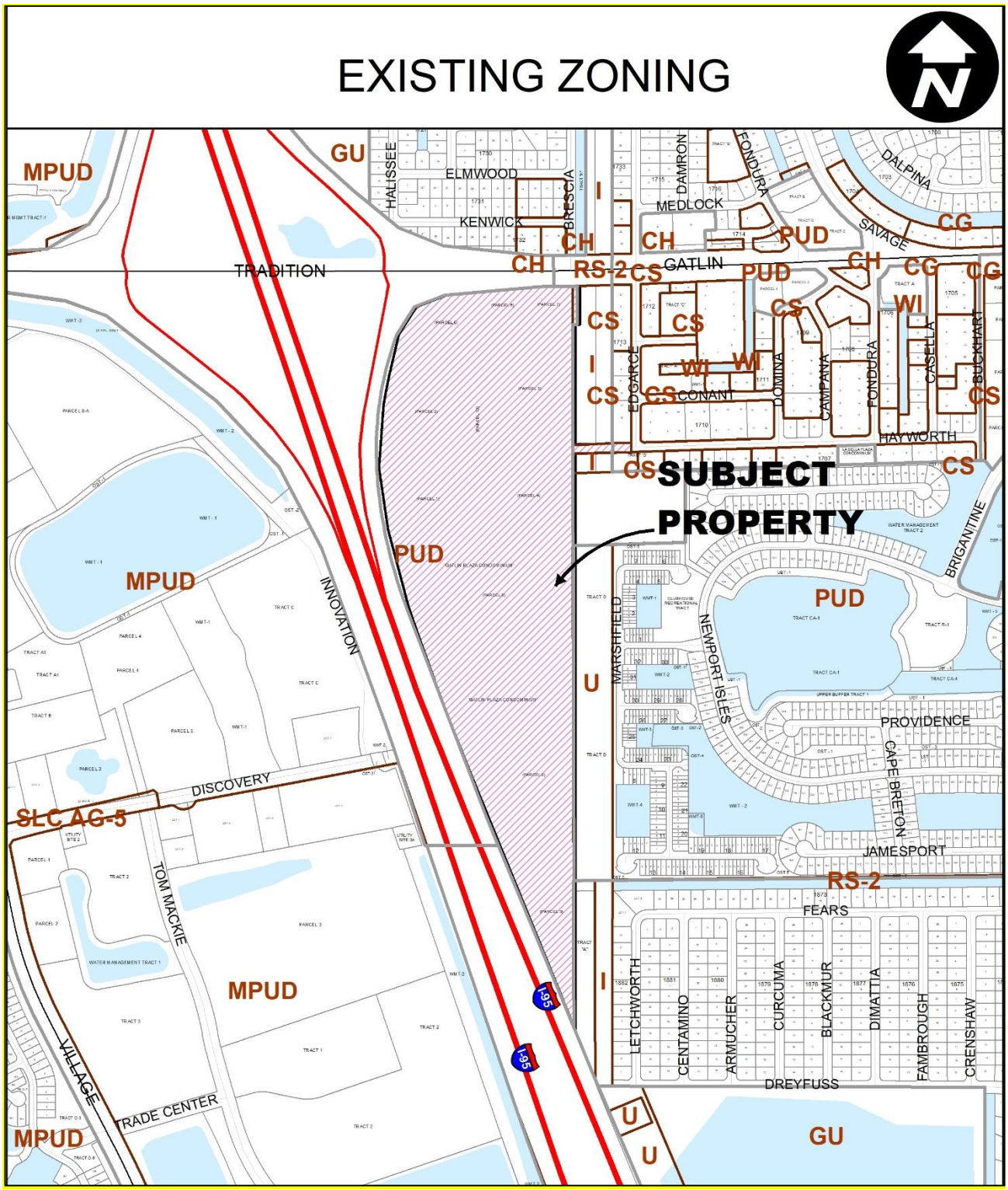
EXISTING ZONING
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FONDURA
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GATLIN
WI
EDGARCE
CONANT
DOMINA
CAMPANA
FONDURA
CASELLA
BUCKHART
HAYWORTH
SUBJECT PROPERTY
BRIGANTINE
INNOVATION
MARSHFIELD
NEWPORT ISLES
PROVIDENCE
CAPE BRETON
JAMESPORT
FEARS
U
SLC AG-5
DISCOVERY
TOM MACKIE
VILLAGE
TRADE CENTER
LETCHWORTH
CENTAMINO
ARMUCHER
CURCUMA
BLACKMUR
DIMATTIA
FAMBROUGH
CRENSHAW
DREYFUSS
I-95

Zoning Map

IMPACTS AND FINDINGS

COMPREHENSIVE PLAN REVIEW AND STAFF ANALYSIS

Land Use:
The proposed PUD amendment is consistent with Policies 1.1.4.10 and 1.1.4.13 of the comprehensive plan establishing the compatible land use classification and zoning districts, along with the commercial and service commercial intensity of the allowable uses within the Gatlin Plaza PUD. The purpose of the amendment is to add commercial and service commercial square footage within the development as well as adjust the PUD master plan to divide the existing Tract B in future development, stormwater and conservation tracts.

Transportation:
The proposed PUD amendment is consistent with Policies 2.1.2.2, 2.1.2.7 and 2.1.2.9 of the comprehensive plan establishing the required level of transportation service standards for the roadways around the Gatlin Plaza PUD. The proposed addition of commercial and service commercial square foot within the development will cause an increase in trip generation through the development of the future Tracts, therefore the Public Works Department has recommended the following condition of approval:

1. Six (6) months after certificates of occupancy for a cumulative total of 400,000 square feet of uses in the PUD has been issued, the owner of the property, labeled as Tract B in the PUD, must provide a traffic analysis using a methodology and form acceptable to the City to provide evidence that the traffic impacts caused by the entitlements allocated to Tract B through the Fourth Amendment to the PUD will be and/or are being sufficiently mitigated. Any traffic issues identified in the traffic analysis and caused by the development or proposed development within Tract B must be addressed in a manner that is acceptable to the City by the owner of Tract B. The issues must be addressed to the satisfaction of the City within 90 days of being identified by the City and before development approvals or permits for development upon Tract B will be issued by the City. The City may also request subsequent traffic analyses be conducted, that may result in additional improvements being identified, as part of the owner's method of satisfying traffic issues identified by the initial traffic analysis.

STAFF RECOMMENDATION

The Site Plan Review Committee recommended approval of the proposed PUD amendment at the January 22, 2025, Site Plan Review Committee meeting. The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval with the condition set forth by the Public Works Department in the Public Work's memo.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

MEMORANDUM

TO: Francis Forman – Planner III, Planning & Zoning

FROM: Diana Spriggs, P.E. – Assistant Director, Public Works D.S.

DATE: May 27, 2025

SUBJECT: P23-159 Gatlin Plaza PUD Amendment No.4
Traffic Generation, Stacking & Circulation Approval

This application and Traffic Report prepared by MacKenzie Engineering & Planning, Inc. dated February 12, 2025 has been reviewed by the Public Works Department and the City's 3rd party traffic consultant, WSP USA, and the transportation elements of the project were found to be in compliance with the adopted level of service and requirements of Chapter 156 of City Code, and Public Works Policy 19-01pwd.

Based on the review, Exhibit 10 of the proposed PUD Amendment has been modified to list the following additional traffic improvements that will be required by this development at various stages of development to mitigate for their impacts:

1. Prior to the issuance of any building or site development permits (excluding mass grade permits), collectively authorizing more than 400,000 square feet of commercial space in the Gatlin Plaza PUD, the developer shall provide, or cause to provide through the execution of an approved development agreement or equivalent order, the following transportation network improvements:

    a. Intersection of Gatlin Boulevard & Brescia Street:
        i. Convert the northbound approach to this intersection (Briscia Street) to 2 left-turn lanes and 1 shared through/right-turn lane.
        ii. Extend shared through/right-turn lane approximately 160 feet from current position to approximate access drive at Home Depot site.
        iii. Provide for necessary Signal Head and Signal Adjustments to support this restriping improvement and lane adjustment.

    b. Intersection of Fondura Street and Gatlin Boulevard:
        i. Add northbound right turn lane.
        ii. Provide for necessary Signal Head and Signal Adjustments to support this lane addition.

c. East side Driveway 2 & Hayworth Avenue:

i. Convert the intersection of the Gatlin Plaza Internal Access Drive with Hayworth Avenue to an 'All-Way' stop controlled intersection.

ii. Improve sight-triangle visibility at intersection.

d. Intersection of Hayworth Avenue & Edgarce Street:

i. Restripe the Hayworth Avenue & Edgarce Street intersection to provide for enhanced traffic operation visibility.

ii. Remove stop signs for Hayworth Avenue, allowing for free flow movement along Hayworth Avenue.

2. Prior to the issuance of any building or site development permits (excluding mass grade permits), collectively authorizing more than 600,000 square feet of commercial space in the Gatlin Plaza PUD, the developer shall provide, or cause to provide through the execution of an approved development agreement or equivalent order, the following transportation network improvements:

a. Gatlin Boulevard & Brescia Street:

i. Installation of second, eastbound left-turn lane (to northbound Brescia Street). This improvement will require the addition of a new receiving lane on NB Brescia Street.

ii. Signal adjustments at the intersection Gatlin Boulevard & Brescia Street in support of the additional left turn lane.

Public Works would like to recommend a condition of approval to include:

1. 6 months after certificates of occupancy for a cumulative total of 400,000 square feet of uses in the PUD has been issued, the owner of the property, labeled as Tract B in the PUD, must provide a traffic analysis using a methodology and form acceptable to the City to provide evidence that the traffic impacts caused by the entitlements allocated to Tract B through the Fourth Amendment to the PUD will be and/or are being sufficiently mitigated. Any traffic issues identified in the traffic analysis and caused by the development or proposed development within Tract B must be addressed in a manner that is acceptable to the City by the owner of Tract B. The issues must be addressed to the satisfaction of the City within 90 days of being identified by the City and before development approvals or permits for development upon Tract B will be issued by the City. The City may also request subsequent traffic analyses be conducted, that may result in additional improvements being identified, as part of the owner's method of satisfying traffic issues identified by the initial traffic analysis.

Attachment “A”
Proposed Public Works Traffic Monitoring Condition

The City of PSL proposes the following condition be put on the approval of the Gatlin Plaza PUD Amendment and added under Exhibit “A” Gatlin Plaza PUD Amendment No. 4, Exhibit 6. Section 4. D.:

> Six (6) months after Certificates of Occupancy, or equivalent use authorizations, have been issued for a cumulative total of 580,000 square feet of commercial uses in the Gatlin Plaza PUD, the owner of the property, labeled as Tract B in the PUD, shall provide a traffic monitoring review of the driveway accesses for the Gatlin Plaza PUD. This monitoring report shall at a minimum assess the level of service and operational conditions of the intersections of Brescia Street & Gatlin Boulevard and Fondura Street & Gatlin Boulevard. Should any operational deficiency be observed or shown in the report or a level of service deficiency be shown, that is attributable to the impacts generated by the development within Tract B of the Gatlin Plaza PUD, the owner of Tract B shall develop and present to the City an acceptable mitigation to off-set any operational or level of service deficiency. Should any Level of Service or Operational deficiency be observed through this review, no building permits authorizing more than 580,000 square feet of development activity within the PUD shall be allowed until the appropriate mitigation to off-set any deficiency is under construction.

Attachment "B"

City of Port St. Lucie

Planning and Zoning Board

Meeting Minutes - Draft

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

Melody Creese, Chair
Jim Norton, Vice Chair
Peter Previte, Chair Pro-Tem
Eric Reikenis, At-Large
John "Jack" Doughney, At-Large
Greg Pettibon, At-Large
Peter Louis Spatara, At-Large
Rose Mocerino, Alternate
Douglas Harvey, Alternate

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

Tuesday, June 3, 2025 **6:00 PM** **Council Chambers, City Hall**

Request to Table Item 8B

1. Meeting Called to Order

   A Regular Meeting of the Planning and Zoning Board of the City of Port St. Lucie was called to order by Acting Chair Norton at approximately 6:02 PM on June 3, 2025, at the Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. Roll Call

   Members Present:
   Vice Chair Norton
   Chair Pro Tem Previte
   Mr. Reikenis
   Mr. Doughney
   Mr. Spatara
   Mr. Pettibon
   Ms. Mocerino

   Members Not Present:
   Chair Creese
   Mr. Harvey

3. Determination of a Quorum

   (Clerk's Note: This item was not discussed.)

4. Pledge of Allegiance

Acting Chair Norton led the assembly in the Pledge of Allegiance.

5. Approval of Minutes

5.a Approval of Minutes - May 6, 2025 **2025-518**

Board Member Reikenis moved to approve the minutes of the May 6, 2025, Planning and Zoning Board meeting with the correction of Mr. Reikenis' last name on Item 2. Roll Call. Board Member Spatara seconded the motion, which passed unanimously by voice vote.

6. Consent Agenda

There were no items scheduled under this portion of the Agenda.

7. Public Hearings - Non Quasi-Judicial

7.a P25-071 City of Port St. Lucie - Chapter 155, Sign Code - Text Amendment **2025-519**

This is a City initiated amendment to Chapter 155, "Sign Code" to provide clarifications on sign code regulations and exemptions and allow for an additional freestanding sign for larger developments.

Daniel Robinson, Planning and Zoning, provided a PowerPoint Presentation on the application for the City's Chapter 155, Sign Code – Text Amendment.

Acting Chair Norton opened the Public Hearing. There being no comments, he closed the Public Hearing.

There being no discussion, Board Member Pettibon moved to recommend approval of P25-071, City of PSL – Chapter 155, Sign Code – Text Amendment, to the City Council. Board Member Doughney seconded the motion, which passed unanimously by voice vote.

7.b P25-085 City of Port St. Lucie - Amendment to the Community Redevelopment Plan for the U.S. Highway 1 Corridor (Original CRA). **2025-520**

Location: The CRA boundary includes the US Highway One corridor from just north of Village Green Drive on the north end to the St. Lucie / Martin County Line on the south end. Lennard Road forms most of the eastern boundary.
Legal Description: The legal description is included in the amendment.
This is a request to amend the redevelopment plan for the U.S. 1 Corridor

Bethany Grubbs, Planning and Zoning, provided a PowerPoint Presentation on the City's Amendment to the Community Redevelopment

Plan for the US Highway 1 Corridor (Original CRA).

Acting Vice Chair Previte inquired when the 30 years became effective, to which Special Assistant to the City Manager Russ Blackburn indicated that it would be effective on the date the Amendment becomes effective once adopted by the City Council as an Ordinance.

Acting Chair Norton opened the Public Hearing. There being no comments, he closed the Public Hearing.

There being no discussion, Board Member Spatara moved to recommend approval of P25-085, City of PSL – Amendment to the Community Redevelopment Plan for the US Highway 1 Corridor (Original CRA), to the City Council. Board Member Reikenis seconded the motion, which passed unanimously by voice vote.

8. Public Hearing - Quasi-Judicial

Senior Deputy City Attorney Hertz reviewed the process and procedures for Quasi-Judicial Hearings. The Deputy City Clerk swore in those individuals who intended to provide testimony on all items under Section 8 of the Agenda.
The Deputy City Clerk administered the Oath of Testimony to staff and those present who intended to speak on all items under Section 8 of the Agenda.

8.a P23-159 Gatlin Plaza Planned Unit Development (PUD) - Amendment No. 4 **2025-524**

Location: The property is generally located at the southwest corner of SW Gatlin Boulevard and SW Brescia Street.
Legal Description: The property is legally described as Gatlin Plaza Condominium, Parcel 1 through 10. (PB 54, PG 18)
This is a request to amend the Gatlin Plaza PUD document to clarify the allowable uses as well as add additional building square footage and create conservation, stormwater, and future development tracts.

Acting Chair Norton inquired if the Board had any ex parte communications to disclose, to which each member indicated they had none.

Francis Forman, Planning and Zoning, previously sworn, stated that the official file was sent to the City Clerk's Office within five days of the meeting. He asked that the file be entered into the record.

Planner Forman provided a PowerPoint presentation of P23-159, Gatlin Plaza PUD Amendment No. 4.

Board Member Reikenis inquired if a Traffic Study was complete, to which Planner Forman responded in the affirmative.

Clyde Cuffy, Public Works, confirmed that a Traffic Study was provided. He explained they are working with the Applicant.

Acting Vice Chair Previte questioned what other options were available, to which Mr. Cuffy explained there was one main entrance and secondary access.

Planner Forman noted that there was a scrivener's error and stated that there was no change to the permitted or special exception uses. He clarified that the application was to correct the map to create the tracts and additional square footage. Planner Forman advised that the uses were not changing.

Acting Chair Norton inquired if it was a 150-bed hotel, to which Planner Forman stated it was 120 beds. He asked if the conditions requested by Staff were on the Public Works Memorandum, to which Planner Forman responded in the affirmative. Acting Chair Norton requested that any motion made by the Board include the Public Works' Memo. He questioned if the City owned the portion of Brescia Street and Gatlin Boulevard, to which Mr. Cuffy advised that the intersection was a City-owned street, but the South end of Brescia was privately owned by PGD Development. Acting Chair Norton inquired if there was a bus stop at the intersection, to which Mr. Cuffy explained there was a Park & Ride, owned by the City. He questioned if the City would need permission from another outside governmental agency if the City deemed it necessary to widen that road in the future, to which Mr. Cuffy stated the City would not need additional permission, as it is City-controlled.

Dennis Murphy, Culpepper & Terpening Inc., provided an overview of their application. He indicated he only took note of the condition at tonight's meeting. Mr. Murphy requested an opportunity to further discuss the wording of the conditions relating to the traffic analysis and asked the Board to recommend approval to the City Council of the PUD Amendment.

Board Member Pettibon asked Mr. Murphy for clarification regarding the issue with the Public Works condition. Mr. Murphy indicated the need to further work on the language, as there was no way to complete a major transportation improvement within 90 days.

Senior City Attorney Elizabeth Hertz advised that City Staff objected to working with the Applicant to reword the final conditions within the Public Works Memorandum. She explained that the Staff did not know the Applicant had an issue with the language utilized. Attorney Hertz stated the Board had two options: table the item or that the Board recommend

approval and authorize the Applicant and Staff to work together to attempt to come up with language that is agreeable to both parties. She clarified that the first two conditions listed in the Traffic Memo were Traffic Improvements memorialized within the PUD and were not conditions, and noted the last portion was a condition.

Mr. Cuffy indicated that they would continue to work with the Applicant before getting the item to the City Council.

Acting Chair Norton opened the Public Comment. The Deputy City Clerk administered the Oath of Testimony to Ms. Peters.

Virginia Peters, 2189 SW Rockport Road, expressed concern over the current traffic situation at the intersection of SW Fondura Avenue and SW Gatlin Boulevard.

Mr. Murphy addressed Ms. Peters' comment and indicated they would be expanding the intersection of SW Fondura Avenue and SW Gatlin Boulevard.

Acting Chair Norton closed Public Comment.

Under discussion, Board Member Reikenis noted it may be too convoluted to recommend approval at this point. Mary Savage-Dunham, Planning and Zoning Director, clarified that Mr. Cuffy noted that the first two conditions were already within the PUD and there was no need to provide those conditions since they were previously memorialized. She advised that the Staff was comfortable continuing to work with the Applicant to wordsmith the final condition. Attorney Hertz advised that she wished to ensure that the condition agreement was not required by the Applicant before getting to the City Council. She stated that the conditions should be reflective of what is in the best interest of the City, despite potential disagreement from the Applicant, and in turn would authorize the City Council to make the necessary determination.

Board Member Spatara moved to Recommend Approval of P23-159, Gatlin Plaza Planned Unit Development (PUD) Amendment No. 4, to the City Council with direction for Staff to negotiate to the best of their abilities an acceptable condition related to the traffic analysis, and to move forward to City Council with Staff's acceptable condition. Board Member Doughney seconded the motion, which passed unanimously by voice vote.

8.b P24-134 Decorative Concrete Specialists of South Florida - Special Exception Use. **2025-515**

Location: 2134 and 2174 NW Commerce Lakes Drive.

Legal Description: Go Team Industrial Park-Unit Three-Block B Lots 13 & 14
The request is for a Special Exception Use (SEU) to allow a Concrete Plant at this location per Section 158.136 (C) (8) of the Zoning Code.

There being no discussion, Acting Vice Chair Previte moved to table P24-134, Decorative Concrete Specialist of South Florida, to a date uncertain. Board Member Reikenis seconded the motion, which passed unanimously by voice vote.

8.c P24-169 Southern Grove-SG-8 - Commercial - Landscape Modification **2025-517**

Location: Northwest corner of SW Becker Rd and SW Village Parkway.
Legal Description: Tract C1 of Kenley, according to the plat thereof, as recorded in Plat Book 104, Page 16, of the Public Records of St. Lucie County, Florida.
This is a request to provide enhanced landscaping in lieu of an architectural buffer wall on the western and northern portions of the property per Section 154.12 of the City of Port St. Lucie Code of Ordinances.

Acting Chair Norton inquired if the Board had any ex parte communications to disclose, to which each member indicated they had none.

Marissa Da Breo-Latchman, Planning and Zoning, previously sworn, stated that the official file was sent to the City Clerk's Office within five days of the meeting. She asked that the file be entered into the record.

Planner Da Breo-Latchman provided a PowerPoint presentation of P24-169, Southern Grove, SG-8, Commercial, Landscape Modification.

Board Member Pettibon asked if there was a significant overhead FPL easement located on the west buffer, to which Planner Da Breo-Latchman responded in the affirmative.

Board Member Spatara inquired about the maintenance portion of the condition, to which Planner Da Breo-Latchman responded that it must be maintained at a minimum of 6 feet.

Attorney Hertz indicated that the maintenance portion would be dealt with through the City's Code Compliance.

Director Savage-Dunham advised that there would be a maintenance Board for the Commercial Plaza, which would be responsible for maintenance. In the event the Plaza is not being maintained, it would be referred to Code Compliance.

Acting Vice Chair questioned if there was concern since nothing was being developed in the area, to which Director Savage-Dunham stated there was going to be multi-family to the north.

Acting Chair Norton inquired about the FPL buffer on the west side, to which Planner Da Breo-Latchman stated the buffer was 110 feet wide.

Kevin Velinsky, Lucido & Associates, was present on behalf of the Applicant.

Board Member Pettibon asked if the property to the north was under the same ownership, to which Mr. Velinsky responded that a different entity owned that portion.

Acting Vice Chair Previte questioned if a landscape berm existed on the north side, to which Mr. Velinsky stated it would be a 10-foot landscape buffer easement to include a 6-foot hedge and shade trees. Mr. Velinsky clarified that there would not be a berm. Acting Vice Chair Previte advised that he preferred a landscape buffer over a concrete wall.

Acting Chair Norton expressed concern over the landscape buffer on the north side multifamily future development. Mr. Velinsky noted he would have to speak to the Applicant and noted the multifamily development had not yet been planned from the southern parcel to the north. He inquired if they could condition that a berm be placed instead, to which Director Savage-Dunham advised that it was under the Board's discretion to place conditions even if the Applicant was not amenable to them; however, and noted that berms could potentially interrupt drainage patterns.

Board Member Pettibon indicated he would be supportive of allowing the landscape buffer on the west side and architectural buffer on the north side.

Acting Chair Norton expressed concern over the north side of the property, with plans for residential multifamily development that will come to the area.

Director Savage-Dunham explained that there was a narrow strip of land between the driveway and the other properties. She advised that a wall would fit in better than a berm, which required a greater spread.
Acting Chair Norton opened the Public Hearing. No one signed up to speak, Acting Chair Norton closed the Public Hearing.

There being no further discussion, Board Member Pettibon moved to approve P24-169, Southern Grove, SG-8 Commercial, Landscape Modification with the condition that the Applicant utilize an enhanced landscaping buffer for the western side of the property and the architectural buffer on the northern side of the property. Board Member Spatara seconded the motion, which passed unanimously by voice vote.

8.d P25-041 Dalton Learning Academy - Special Exception Use **2025-523**

Location: 10011 S US Highway 1

Legal Description: Town Centre Parcel A (OR Book 25, Page 35)

This is a request for approval of a Special Exception Use (SEU) to allow a K-8 private school within the Commercial General (CG) Zoning District.

Acting Chair Norton inquired if the Board had any ex parte communications to disclose, to which each member indicated they had none.

Planner Grubbs, previously sworn, stated that the official file was sent to the City Clerk's Office within five days of the meeting. She asked that the file be entered into the record.

Planner Grubbs provided a PowerPoint presentation of P24-041, Dalton Learning Academy, Special Exception Use.

Board Member Pettibon expressed support for the item.

Acting Chair Norton asked if the Applicant owned the nearby church, to which Planner Grubbs responded in the negative. He also questioned who would be monitoring the queuing aspect, to which Planner Grubbs stated that they had been vetting the queuing process with Public Works and the City's Traffic Consultant and were contemplating a condition of approval that the City may monitor and follow up in six months.

Gail Dawkins and Ruberson Frederic, the Applicants for the project, were provided the Oath of Testimony by the Deputy City Clerk. Ms. Dawkins explained that they had not taken into consideration the impact fees for the project and asked the Board Members for assistance, to which Board Member Pettibon informed Ms. Dawkins that the Board did not have discretion and would need to request assistance from the City Council.

Director Savage-Dunham indicated that the Applicant could place a request to the City Manager's Office and noted there were strict criteria for the waiver.

Acting Chair Norton opened the Public Hearing. There being no one signed up to speak, Acting Chair Norton closed the Public Hearing.

There being no discussion, Board Member Spatara moved to recommend approval of P24-041, Dalton Learning Academy, Special Exception Use to City Council with Staff's conditions. Board Member Doughney seconded the motion, which passed unanimously by voice vote.

9. New Business

There was nothing scheduled under this portion of the Agenda.

10. Old Business

There was nothing scheduled under this portion of the Agenda.

11. Public to be Heard

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

12. Adjourn

There being no further business, the meeting was adjourned at 7:37 PM.

_____
Jim Norton, Acting Chair

_____
Daisy Ruiz, Deputy City Clerk

P23-159 Gatlin Plaza-PUD - Amendment No. 4

TYPE	STATUS	BUILDING TYPE
PA	AWAITING CUSTOMER RESPONSE	

ASSIGNED TO

John Kwasnicki; Public Works Engineering; Bret Kaiser; Francis Forman; Anthony Campagna

ADDRESS

SECTION	BLOCK	LOT
	GatlinPlaza	Tract "A"

LEGAL DESCRIPTION

GATLIN PLAZA CONDOMINIUM - A CONDOMINIUM COMPRISING A REPLAT OF TRACT A OF GATLIN PLAZA (PB 54-18) MPD AND SHOWN IN DECLARATION OF CONDOMINIUM OR 3409-2468 (91.067 AC - 3,966,922 SF)

SITE LOCATION

Se cnr of i-95 and gatlin blvd.

PARCEL #

4315-503-0010-000-6	4315-503-0009-000-6	4315-503-0008-000-9	4315-503-0007-000-2
4315-503-0006-000-5	4315-503-0005-000-8	4315-503-0004-000-1	4315-503-0003-000-4
4315-503-0002-000-7	4315-503-0001-000-0	4315-503-0000-000-3	4314-501-0007-000-3

CURRENT LANDUSE	PROPOSED LANDUSE	CURRENT ZONING	PROPOSED ZONING

ACREAGE	NON-RESIDENTIAL SQ. FOOTAGE	NO. OF RESIDENTIAL UNITS
90		

NO. OF LOTS OR TRACTS	NO. OF SHEETS IN PLAT
0	0

UTILITY PROVIDER

CITY OF PORT ST. LUCIE

DESCRIBE REQUEST

proposed amendment to the existing Gatlin Plaza PUD (reduce gross area)

Primary Contact Email

dmurphy@ct-eng.com

AGENT/APPLICANT

FIRST NAME	LAST NAME
Dennis	Murphy

Business Name

Murphy

ADDRESS

2980 South 25th Street

CITY	STATE	ZIP
Ft. Pierce	FL	34981

EMAIL	PHONE
dmurphy@ct-eng.com	7722165056

AUTHORIZED SIGNATORY OF CORPORATION

FIRST NAME	LAST NAME
ADDRESS	
CITY	**STATE**	**ZIP**
EMAIL	**PHONE**

PROJECT ARCHITECT/ENGINEER

FIRST NAME	LAST NAME
Business Name	
ADDRESS	
CITY	**STATE**	**ZIP**
EMAIL	**PHONE**

PROPERTY OWNER

Business Name		
Gatlin Plaza Condominium Association Inc		
ADDRESS		
300 Robbins LN		
CITY	**STATE**	**ZIP**
Syosset, NY 11791	NY	11971
EMAIL	**PHONE**	
dmurphy@ct-eng.com	(772) 464-3537	

FINAL PERMIT INSPECTION REQUIRED BY:

Owner/Applicant Signature Authorization

Project Name: Gatlin Plaza – Phase 2

Application and/or Permit # (if available): P23-159 PUD & Construction Plans

I hereby designate and authorize the agent listed below to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish on request supplemental information in support of this application. In addition, I authorize the below-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization.

I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C Section 1001.

Printed Name of Authorized Agent: Stefan K. Matthes, PE

Signature of Authorized Agent: Stefan K Matthes Digitally signed by Stefan K Matthes DN: CN=Stefan K Matthes, dnQualifier=A01410C00000183F713FB860000BB6F, O=CULPEPPER AND TERPENING INC., C=US Date: 2025.05.22 15:37:52-04'00'

Date: May 22, 2025

Typed/Printed Name of Owner/Applicant: Jon Cohen

Corporate Title if Applicable: Managing Member, BDG Port St. Lucie, LLC

Signature of Owner/Applicant:

Date: 5/22/25

Returned: 1/
Mandel, Weisman, Heinberg
2101 Corporate Blvd #300
Boca Raton, FL
33431

THIS INSTRUMENT PREPARED BY
AND ~~RETURNED TO~~:
PETER L. BRETON, ESQUIRE
POST OFFICE BOX 3888
WEST PALM BEACH, FL 33402

Property Control Number:
4315-113-0001-000-3

WARRANTY DEED

THIS INDENTURE, made as of this 14th day of JANUARY, 2005, between **ULLRICH D. SCHULZE,** whose post office address is c/o John F. Flanigan, Esq., 625 North Flagler Drive, 9th Floor, West Palm Beach, Florida 33401 ("Grantor") and **BDG OF HAUPPAUGE, LLC, a New York limited liability company,** having an address at 300 Robbins Lane, Syosset, New York 11791 ("Grantee").

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH (a) all tenements, hereditaments, air rights, strips, gores, privileges, appurtenances, rights, easements and rights of way, if any, benefitting the Property, and (b) all rights of Grantor, if any, in and to any streets, roads, sidewalks, alleys and land lying in the bed of existing or proposed streets adjacent to the Property.

SUBJECT, HOWEVER, TO the matters set forth on Exhibit "B" attached hereto and made part hereof (the mention of which is not intended to reimpose the same).

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2543251 01/24/2005 at 11:02 AM
OR BOOK 2143 PAGE 2967 - 2971 Doc Type: DEED
RECORDING: $44.00
D DOC STAMP COLLECTION: $39610.20

THE PROPERTY IS VACANT COMMERCIAL LAND AND IS NOT THE HOMESTEAD OF THE GRANTOR HEREIN.

and Grantor does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence

(1) Claudia Wallis
Print Name: CLAUDIA WALLISER

(2) Elke Paulsen
Print Name: Elke Paulsen
(TWO WITNESSES REQUIRED)

ULLRICH D. SCHULZE

FEDERAL REPUBLIC OF GERMANY

The foregoing instrument was acknowledged before me, Hans-Werner Dr Umbreit [name of official], a Notary Public [title of official], this 7th day of January, 2005, by **ULLRICH D. SCHULZE**, who:

____ ~~is personally known to me~~, **OR**
____ has produced his identification card as identification.

Umbreit, Notar
Signature of Official
Title of Official: Notary Public

(STAMP OR SEAL OF OFFICIAL)

DR. HANS-WERNER UMBREIT NOTAR IN WESTERLAND

2

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

EXHIBIT "A"

The Southern portion of an original 90.417 acre parcel of land situated in the East ½ of Section 15, Township 37 South, Rage 39 East, and in a portion of the West ½ of Section 14, Township 37 South, Range 39 east, being a part of Tract D, Port St. Lucie Section 31, according to the plat thereof, as recorded in Plat Book 14, Page 22, of the Public Records of St. Lucie County, Florida, lying Easterly of Interstate 95 and Southerly of Gatlin Boulevard, and being situated in Section 14 and 15, Township 37 South, Range 39 East, and being geographically described as follows:

Commencing at a point (POC) being a nail and disc in pavement at the Northeast corner of Section 15, Township 17 South, Range 39 East, St. Lucie County, Florida, run thence from said POC South 00°04'16" East along the East line of said Section 15, a distance of 94.96 feet to the South right-of-way line of Gatlin Boulevard; thence, continue South 00° 04'16" East along the East line of Section 15, a distance of 1,026.41 feet to the Point of Beginning (POB); thence, leaving the East line of said Section 15, run North 88°12'28" East a distance of 379.11 feet to a point on the Westerly right-of-way line of Edgrace Street; thence run South 00°02'43" East along the Westerly right-of-way line of said Edgrace Street, a distance of 60.03 feet; thence leave the Westerly right-of-way line of said Edgrace Street run South 88°12'28" West a distance of 379.08 feet to a point on the East line of Section 15; thence, run South 00°04'16" East along the East line of said Section 15 a distance of 1,431.58 feet to the East ¼ corner of said Section 15; thence, run South 00°09'21" East along the East line of said Section 15 a distance of 2,288.94 feet to a point on the Easterly limited access right-of-way line of Interstate 95, said point being North 00°09'21" West a distance of 368.51 feet from the Southeast corner of said Section 15; thence, run North 22°34'24" West a distance of 1,495.48 feet to a point of curvature of a curve concave to the Northeast having a radius of 24,381.33 feet; thence, run Northwesterly along said curve through a central angle of 03°23'16", an arc distance of 1,441.66 feet to a point; thence, run North 14°52'06" West a distance of 518.49 feet; thence, run North 08°28'08" West a distance of 404.79 feet; thence, run North 04°19'48" East a distance of 34.26 feet; the last described five courses being along the Easterly limited access right-of-way line of Interstate 95; thence North 89°55'48" East a distance of 1,189.94 feet; thence, run North 00°04'16" West a distance of 113.21 feet; thence, run North 88°12'28" East a distance of 80.04 to the Point of Beginning.

3

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All assessments and taxes for 2005 and all subsequent years.

2. Easement in favor of Florida Power & Light Company dated August 19, 1957, recorded Deed Book 233, Page 699, Public Records of St. Lucie County, Florida.

3. Conditions, easements and reservations as set forth in the Warranty Deed recorded June 11, 1965, in Official Records Book 120, Page 202, Public Records of St. Lucie County, Florida.

4. Reservation of Easement and Restrictions set forth in the Warranty Deed recorded October 14, 1985 in Official Records Book 479, Page 998 Public Records of St. Lucie County, Florida.

5. Development of Regional Impact Scheduling Agreement dated February 10, 1978, and amended August 26, 1985, between General Development Corporation and the Florida Division of State Planning (as Master Plan has been filed pursuant to said Agreement), all as set forth in the Special Warranty Deed recorded in Official Records Book 568, Page 237, also as set forth in the Warranty Deed recorded in Official Records Book 568, Page 245 all of the Public Records of St. Lucie County, Florida.

6. Easements as set forth on the Plat of PORT ST. LUCIE SECTION THIRTY ONE, according to the Plat thereof, as recorded in Plat Book 14, Page 22A Public Records of St. Lucie County, Florida.

7. The land being insured abuts Interstate 95 (I-95) on its Westerly boundary and said I-95 is a limited access highway and no rights of ingress or egress exist onto said I-95.

8. Covenants as set forth in the Owner's Affidavit and Covenant recorded in Official Records Book 1659, Page 2258, Public Records of St. Lucie County, Florida.

9. Conditions and restrictions as set forth in the Affidavit of Waiver recorded in Official Records Book 1659, Page 2264, Public Records of St. Lucie County, Florida.

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Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

Nr. 13 der Urkundenrolle für 2005

Ich beglaubige die heute vor mir auf der zweiten Seite vollzogene Unterschrift des Herrn Ullrich Dieter Gert Schulze, geb. am 4.11.1943, in 65191 Wiesbaden Haideweg 25 wohnhaft, ausgewiesen durch Personalausweis Nr. 2256264889D.

Die Frage nach einer Vorbefassung im Sinne des § 3 I 1 Nr. 7 BeurkG war verneint worden.

Westerland, den 7. Januar 2005

Notar

Kostenrechnung:

Wert: 50.000,00 Euro	
Gebühr nach §§ 32, 45 KostO	33,00 Euro
Umsatzsteuer 16 %	5,28 Euro
	38,28 Euro

DR. HANS-WERNER UMBREIT NOTAR IN WESTERLAND

Notar

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Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2309060 OR BOOK 1847 PAGE 2053
Recorded:11/20/03 11:28

* Doc Assump: $ 0.00
* Doc Tax : $ 45,500.00
* Int Tax : $ 0.00

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

Property Appraisers Parcel
Identification Numbers: 4315-111-0002-000/4

SPECIAL WARRANTY DEED

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 14th day of November, 2003, between **DARYL M. CARTER, as Trustee** under the provisions of an unrecorded land trust agreement dated January 31, 2003, of the County of Orange, State of Florida, and known as the **CARTER-ST. LUCIE RIVER LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, as "Grantor", and as party of the first part, and **BDG of HAUPPAUGE, LLC**, a New York limited liability company, whose post office address is: 6800 Jericho Turnpike, Syosset, New York 11791-4498, as "Grantee", and as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

See attached **Exhibit "A"**

which is hereafter referred to as "the Property")

together with all easements and other rights appurtenant thereto.

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor.

The Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the parties of the first part, but against no others. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

E:\CarterLandTrust\Carter-St. Lucie\st BDG\ClosingDocs\SpWarDeed.wpd Page 1 of 2

OR BOOK 1847 PAGE 2054

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Print name David R. Woods

Pamela Lee Wray

Print name Pamela Lee Wray

GRANTOR:

Daryl M. Carter, as Trustee of the Carter-St. Lucie Land Trust

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of November, 2003, by Daryl M. Carter, as Trustee, who is personally known to me and who did take an oath.

Pamela Lee Wray

Print name Pamela Lee Wray
Notary Public, State of Florida
My commission expires: 07/22/06

PAMELA LEE WRAY
Notary Public - State of Florida
My Commission Expires Jul 22, 2006
Commission # DD127684
Bonded By National Notary Assn.

E:\CarterLandTrust\Carter-St. Lucie\st BDG\ClosingDocs\SpWarDeed.wpd Page 2 of 2

Underline is for addition to base document PUD Amendment #3 (P15-093)
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OR BOOK 1847 PAGE 2055

EXHIBIT "A"

The Northern portion of an original 90.417 acre parcel of land situate in the East Half of Section 15, Township 37 South, Range 39 East, lying Easterly of Interstate 95 and Southerly of Gatlin Boulevard, and an adjoining .172 acre portion of land in Section 14, Township 37 South, Range 39 East, and being geometrically described as follows:

Commencing at a point (P.O.C.) being a nail and disc in pavement at the Northeast corner of Section 15, Township 37 South, Range 39 East, St. Lucie County, Florida, run thence from said P.O.C. South 00 degrees 04 minutes 16 seconds East along the East line of said Section 15, a distance of 94.96 feet to the South right of way line of Gatlin Boulevard and the POINT OF BEGINNING (P.O.B); thence run Northeasterly with said right of way along a non-tangent curve to the right through a central angle of 0 degrees 04 minutes 29 seconds; an arc distance of 30.00 feet, a chord bearing and distance of North 88 degrees 47 minutes 18 seconds East, 30.00 feet to a point; thence leaving said right of way line of Gatlin Boulevard, and run South 00 degrees 04 minutes 16 seconds East, a distance of 250.60 feet to a point; thence run South 89 degrees 55 minutes 44 seconds West, a distance of 30.00 feet to a point on the East line of Section 15; thence run South 00 degrees 04 minutes 16 seconds East along said East line of Section 15, a distance of 776.41 feet to a point; thence leaving said Section line run South 88 degrees 12 minutes 28 seconds West a distance of 80.04 feet; thence run South 0 degrees 04 minutes 16 seconds East, a distance of 113.21 feet; thence run South 89 degrees 55 minutes 48 seconds West, a distance of 1189.94 feet to a point on the Easterly limited access right of way line of Interstate 95; thence run North 04 degrees 19 minutes 18 seconds East a distance of 370.53 feet to a point; thence run North 10 degrees 43 minutes 46 seconds East, a distance of 220.25 feet; thence run North 13 degrees 28 minutes 39 seconds East, a distance of 248.03 feet; thence run North 32 degrees 02 minutes 11 seconds East, a distance of 213.88 feet; thence run North 69 degrees 09 minutes 13 seconds East, a distance of 213.88 feet; thence run North 84 degrees 54 minutes 10 seconds East, a distance of 628.35 feet to a point; the last described six (6) courses being along the Easterly limited access right of way line of Interstate 95; thence run Easterly along a curve concave to the North having radius of 23,018.31 feet, said curve being the South right of way line of Gatlin Boulevard, an arc distance of 202.55 feet, a chord bearing of North 89 degrees 04 minutes 40 seconds East and a chord distance of 202.55 feet to the POINT OF BEGINNING.

Gatlin Plaza PUD 4th Amendment
P23-159
City Council Meetings
June 23, July 14 & July 28, 2025

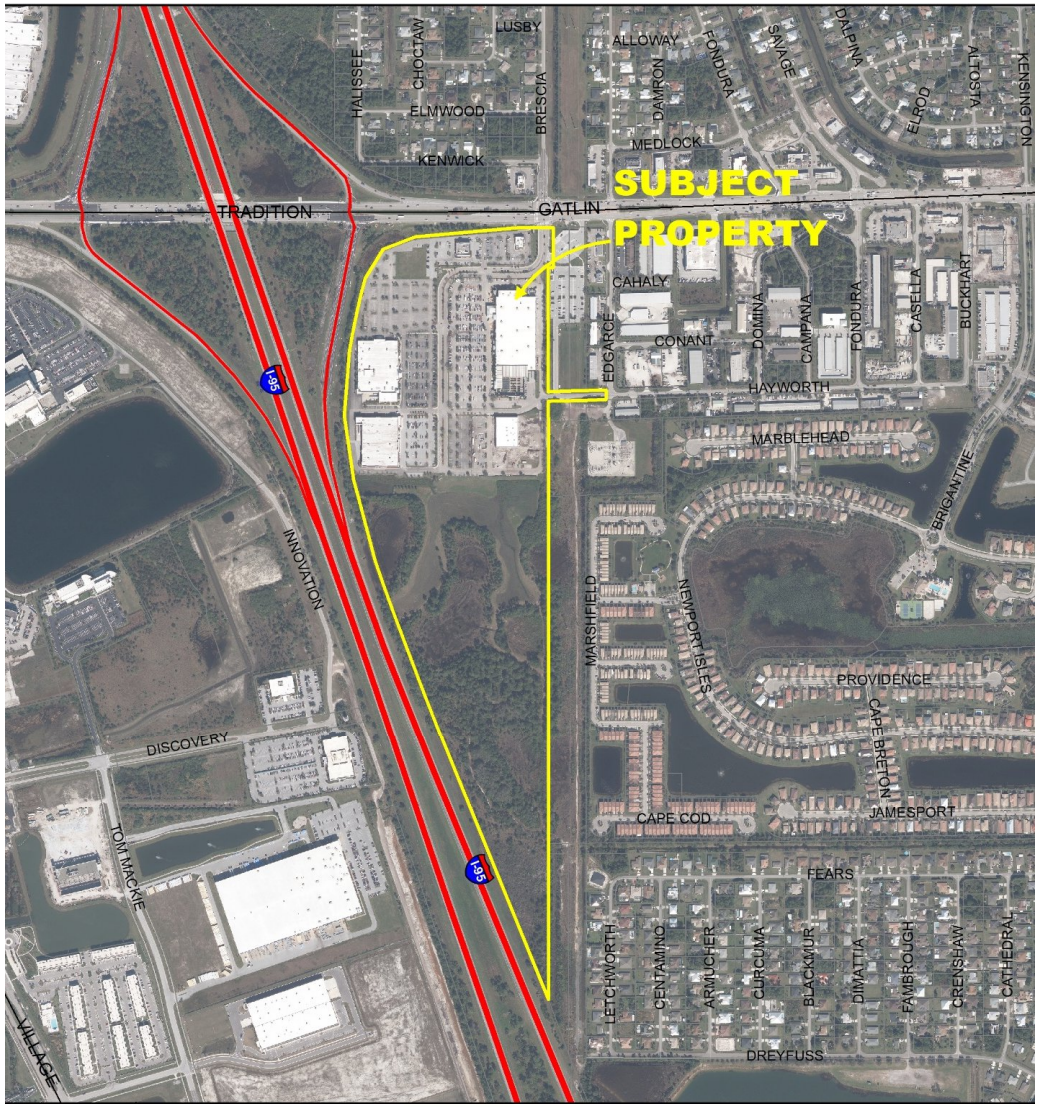
Request Summary

Applicant's Request:	An application for the 4th amendment to the Gatlin Plaza Planned Unit Development (PUD) to revise the PUD document to add additional building square footage and create conservation, stormwater, and future development tracts.
Agent(s):	Culpepper & Terpening, Inc.
Applicant:	BDG Port St. Lucie, LLC
Location:	The Gatlin Plaza PUD is generally located south of SW Gatlin Boulevard and east of I-95.

Proposed Amendment

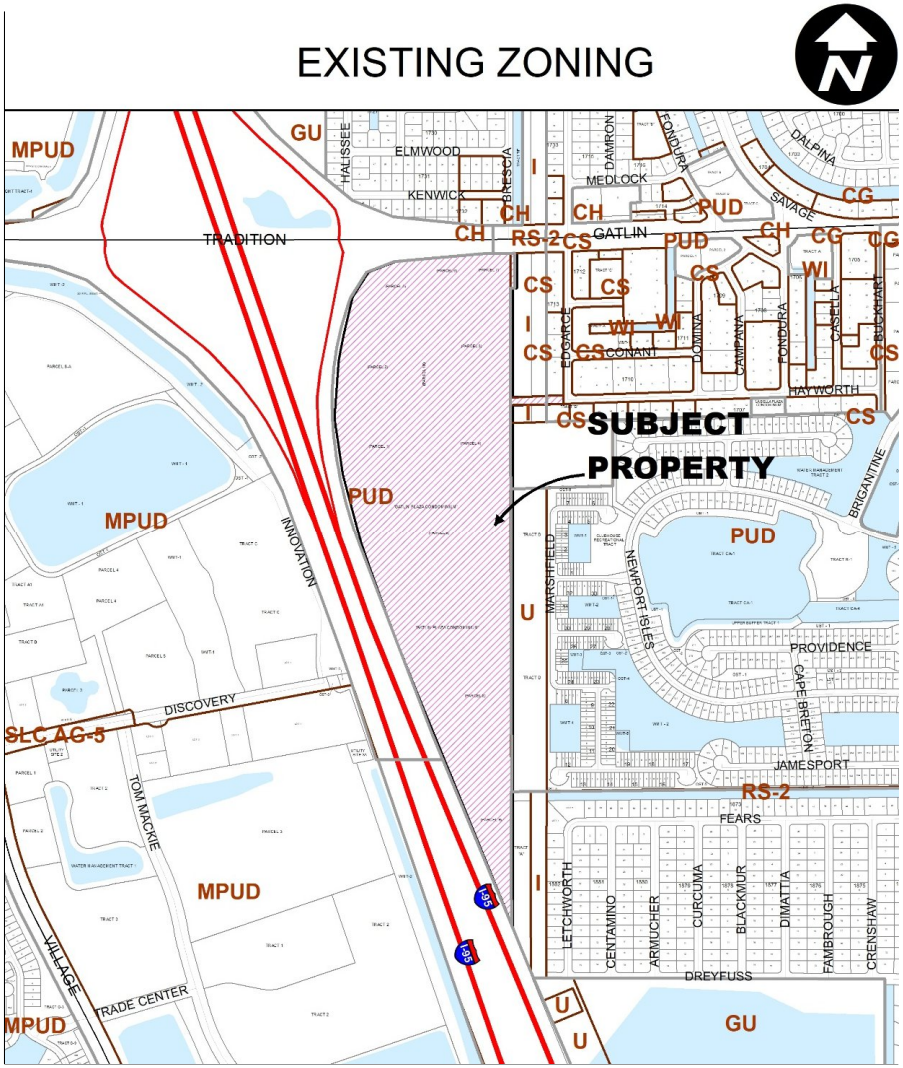
- The proposed amendment is to revise the document for the Gatlin Plaza Planned Unit Development to amend the overall development map to add approximately 353,000 square feet of building area and to divide the existing Tract B into 6 tracts for future development as well as stormwater and conservation use.
- The proposed changes along with the additional square footage will allow for up to a total of 750,000 square feet of building area, including up to 120 hotel rooms.

Aerial


SUBJECT PROPERTY
TRADITION
GATLIN
HALISSEE
CHOCTAW
LUSBY
ELMWOOD
KENWICK
BRESCIA
ALLOWAY
FONDURA
DAMRON
MEDLOCK
SAVAGE
DALPINA
ELROO
ALTOSA
KENSINGTON
CAHALY
EDGARCE
CONANT
DOMINA
CAMPANA
FONDURA
CASELLA
BUCKHART
HAYWORTH
MARBLEHEAD
BRIGANTINE
INNOVATION
MARSHFIELD
NEWPORT ISLES
PROVIDENCE
CAPE BRETON
CAPE COD
JAMESPORT
DISCOVERY
TOM MACKIE
VILLAGE
FEARS
LETCHWORTH
CENTAMINO
ARMUCHER
CURCUMA
BLACKMUR
DIMATTIA
FAMBROUGH
CRENSHAW
CATHEDRAL
DREYFUSS
I-95

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CH & OSR	CH & RS-2	Commercial Retail & Open Space
South	HWY	HWY	Florida Interstate 95
East	U	U & I	Public Works Park and Ride & Utility Easement
West	HWY	HWY	Florida Interstate 95



Project Background

- The Gatlin Plaza PUD was first approved in 2005 (P04-431) at which time the parcels were created rezoned under the master PUD from St. Lucie County's Agricultural (AG-1) to PUD.

- The master PUD includes a mixture of commercial and service commercial uses. The previous amendments to the master PUD further improved the development area with allowances for commercial and light industrial uses, as well as including additional land area to further development potential.

Land Use & Zoning Code Consistency

The PUD amendment is consistent with Policy 1.1.4.10 and 1.1.4.13 of the Future Land Use Element, which establishes the zoning districts compatible with the City's Future Land Use classifications, along with the commercial and light industrial intensity of allowable uses.

The proposed amendment seeks to adjust language to adjust the map allowing for additional developable square footage and to divide the existing Tract B in future development, stormwater and conservation tracts.

Transportation Consistency

A traffic impact analysis was provided for the PUD amendment and reviewed by the Public Works Department and the City's traffic consultant.

New traffic requirements have been added to the PUD and outlined in the attached public works traffic memo.

The new requirements state the applicant enter into a development agreement or equivalent order for improvements to the Gatlin Boulevard and Brescia Street intersection, improvements to the Fondura Street and Gatlin Boulevard intersection, and improvements to Hayworth Ave. prior to the issuance of any building or site development permits for 400,000 sq ft and/or 600,000 sq ft of commercial development.

Planning & Zoning Board Recommendation

At the June 3, 2025, Planning & Zoning Board meeting the board recommended approval subject to city staff and the applicant continue discussions and finalize the condition language addressing traffic monitoring.

The Public Works Department has proposed a new condition.

Previous Traffic Condition

- Six (6) months after Certificates of Occupancy, or equivalent use authorizations, have been issued for a cumulative total of 580,000 square feet of commercial uses in the Gatlin Plaza PUD, the owner of the property, labeled as Tract B in the PUD, shall provide a traffic monitoring review of the driveway accesses for the Gatlin Plaza PUD.
- This monitoring report shall at a minimum assess the level of service and operational conditions of the intersections of Brescia Street & Gatlin Boulevard and Fondura Street & Gatlin Boulevard.
- Should any operational deficiency be observed or shown in the report or a level of service deficiency be shown, that is attributable to the impacts generated by the development within Tract B of the Gatlin Plaza PUD, the owner of Tract B shall develop and present to the City an acceptable mitigation to off-set any operational or level of service deficiency.
- Should any Level of Service or Operational deficiency be observed through this review, no building permits authorizing more than 580,000 square feet of development activity within the PUD shall be allowed until the appropriate mitigation to off-set any deficiency is under construction.
- The intent is to further safeguard and make sure the new traffic conditions that are proposed in the PUD are sufficient to address traffic impacts. If not, this provides the City with the ability to require additional mitigation.

First Reading Recommendation

At the July 14, 2025, City Council Board meeting, the board recommended approval subject to city staff and the applicant finalizing the condition language addressing traffic monitoring.

The Public Works Department continued discussions with the applicant to finalize the traffic monitoring condition. During the continued discussions, the Florida Department of Transportation (FDOT) brought forth a few concerns and conditions which have been answered by the proposed condition.

New Traffic Condition

- Six (6) months after Certificates of Occupancy, or equivalent use authorizations, have been issued for a cumulative total of 580,000 square feet of commercial uses in the Gatlin Plaza PUD, the owner of the property, labeled as Tract B in the PUD, shall provide a traffic monitoring review of the two primary accesses into the Gatlin Plaza PUD.
- This monitoring review shall, at a minimum, assess the level of service and operational conditions of the intersections of Brescia Street & Gatlin Boulevard and Fondura Street & Gatlin Boulevard.
- Should any operational or level of service deficiency be shown, that us attributable to the impacts generated by the development within Tract B of the Gatlin Plaza PUD, the owner of Tract B shall develop and present to the City a mitigation proposal to off-set any operational or level of service deficiency.
- Should any Level of Service or Operational deficiency be observed through this review, that is attributable to the impact generated or caused by the development in Tract B in the Gatlin Plaza PUD, no building permits authorizing more than 580,000 square feet of development activity within the PUD shall be allowed until the appropriate mitigation is under construction or otherwise contractually committed for construction.

Recommendation

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval with the new condition recommended by PW as shown under Exhibit 6, Section 4. D. of the Gatlin Plaza PUD amendment.

Agenda Summary

2025-634

Agenda Date: 7/28/2025 **Agenda Item No.:** 8.b

Placement: Second Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 25-40, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 2, Block 1828, Port St. Lucie Section Thirty-Five, as Recorded in Plat Book 15, Pages 10, 10A through 10P, of the Public Records of St. Lucie County, Florida.

Submitted By: Michelle Reid, Public Works

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

Summary Brief: The owner of 2681 SW Tanforan Blvd, Port St. Lucie, Florida, is requesting to abandon fourteen (14) feet of the existing twenty (20) foot wide rear utility and drainage easement for a pool, deck, and screen enclosure.

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the Ordinance abandoning fourteen (14) feet of the rear twenty (20) foot utility and drainage easement located at 2681 SW Tanforan Blvd., Port St. Lucie, Florida.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the Ordinance abandoning fourteen (14) feet of the rear twenty (20) foot utility and drainage easement located at 2681 SW Tanforan Blvd., Port St. Lucie, Florida.
2. Move that the Council not approve the abandonment and provide staff direction.

Background: The real property located at 2681 SW Tanforan Blvd., Port St. Lucie, Florida, was platted with a rear twenty (20) foot wide utility and drainage easement. The pool, deck, and screen enclosure and the rear of the house were constructed prior to purchase by the owner. A fourteen (14) foot wide portion of the easement will need to be abandoned. The owner of the property has submitted a request for the abandonment to the City.

Issues/Analysis: The request to abandon a portion of the easement was evaluated by the Public Works Department, Utility Systems Department, and the Public Utility Companies (AT&T, FPL, Comcast, and Florida City Gas). The City Departments and Utility Companies have no objection to the abandonment of fourteen (14) feet of the twenty (20) foot rear easement at 2681 SW Tanforan Blvd., Port St. Lucie, Florida.

Financial Information: There will be no cost incurred by the City.

Special Consideration: N/A

Location of Project: The property is located at 2681 SW Tanforan Blvd., Port St. Lucie, Florida.

Attachments:

- Ordinance
- Exhibit “A” to Ordinance (Boundary Survey)
- Location Map
- Staff Memo from the City Attorney’s Office to Public Works

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: 25149-01

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

ORDINANCE 25-__

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, ABANDONING A PORTION OF A TWENTY (20) FOOT WIDE REAR UTILITY AND DRAINAGE EASEMENT AFFECTING LOT 2, BLOCK 1828, PORT ST. LUCIE SECTION THIRTY-FIVE, RECORDED IN PLAT BOOK 15, PAGES 10, 10A THROUGH 10P, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant, John Villegas, requests approval for the abandonment of a portion of a twenty (20) foot wide rear utility and drainage easement affecting Lot 2, Block 1828, Port St. Lucie Section Thirty-Five, according to the plat thereof, as recorded in Plat Book 15, Pages 10, 10A through 10P, of the Public Records of St. Lucie County, Florida, and more particularly described in the attached Exhibits "A" which is incorporated herein.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. Ratification of Recitals. The foregoing recital is hereby ratified and confirmed as true and correct and is hereby made a part of this Ordinance.

Section 2. That the portion of the twenty (20) foot wide rear utility and drainage easement described in the attached Exhibit "A" is hereby abandoned and any right, title, or interest of the public in and to that portion of the twenty (20) foot wide rear utility and drainage easement on any recorded map or plat is hereby renounced and reclaimed.

Section 3. The effect of this Ordinance is to abandon a portion of the twenty (20) foot wide above-described utility and drainage easement and to renounce or disclaim any right, title, or interest of the public in and to said utility and drainage easement.

Section 4. Recordation. The City Council hereby directs that this Ordinance be recorded in the public records of St. Lucie County, Florida.

Section 5. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith this Ordinance shall control to the extent of the conflicting provisions.

Section 6. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 7. Effective Date. This Ordinance shall become effective ten (10) days after final adoption on second reading.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida this ____ day of _____, 2025.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By:_____
Shannon M. Martin, Mayor

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

By:_____
Richard Berrios, City Attorney

EXHIBIT A

BOUNDARY SURVEY

LEGAL DESCRIPTION:
(ABANDONMENT OF EASEMENT)

An abandonment of easement being a part of the public utilities and drainage easement on the North side of LOT 2 IN BLOCK 1828 OF PORT ST. LUCIE SECTION THIRTY FIVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 10, PAGES 10A THROUGH 10P, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY,
FLORIDA, being more particularly described as follows:

The South 10.90 feet of the North 20.00 feet of said Lot 2 in Block 1828, less and except the East and West 10.00 feet thereof.
Containing 654 square feet, 0.015 acres.

SURVEYORS NOTES:

1. UNLESS OTHERWISE NOTED ONLY PLATTED EASEMENTS ARE SHOWN HEREON.
2. ALL LOT DIMENSIONS SHOWN ARE PER PLAT UNLESS OTHERWISE INDICATED.
3. NO UNDERGROUND UTILITIES OR IMPROVEMENTS WERE LOCATED UNLESS OTHERWISE SHOWN.
4. THIS SITE LIES WITHIN FLOOD INSURANCE RATE MAP ZONE X MAP# 12111C0275J DATED: 2-16-12.
5. FLOOD ZONE SHOWN HEREON IS AN INTERPRETATION BY THE SURVEYOR AND IS PROVIDED AS A COURTESY. THE FLOOD ZONE SHOULD BE VERIFIED BY A DETERMINATION AGENCY.
6. BEARINGS SHOWN HEREON ARE BASED ON THE CENTER LINE OF TANFORAN BLVD AS BEING N89°56'27"E ACCORDING TO THE PLAT DESCRIBED HEREON.
7. P.U.D.E. DENOTES PUBLIC UTILITIES AND DRAINAGE EASEMENT, U.E. DENOTES UTILITY EASEMENT.
8. THE ACCURACY OF THIS SURVEY IS PREMISED ON THE EXPECTED USE OF THE SURVEY. THE EXPECTED USE/PURPOSE OF THIS SURVEY IS ABANDONMENT
OF EASEMENT. ACCURACY=1 FOOT IN 7,500 FEET OR BETTER.
9. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY ANYONE OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT WRITTEN CONSENT.

ABBREVIATIONS:

O = SET 5/8" IRON REBAR WITH YELLOW CAP MARKED "PSM5543"
IR = 5/8 IRON REBAR
R/W = RIGHT OF WAY
(M) = MEASURED
(P) = PLATTED
(C) = CALCULATED
R = RADIUS OF CURVE
L = LENGTH OF CURVE
D= DELTA OF CURVE
FFE = FINISHED FLOOR ELEVATION
PVR = PAVERS
PCNR = PROPERTY CORNER
PLINE = PROPERTY LINE
PROP = PROPOSED
OH-OH-OH- = OVERHEAD WIRES
X-X-X- = CHAINLINK FENCE
-□-□-□- = PLASTIC FENCE
O-O-O- = WOOD FENCE
CONC = CONCRETE
CP = CONCRETE PAD
COV = COVERED

SYMBOLS:

□ = CATCH BASIN
E = ELECTRIC BOX
= FIRE HYDRANT
= FPL TRANFORMER
= GUY WIRE
= LIGHT POLE
= WOOD POWER POLE
= SEWER VALVE
= WATER METER
= WATER VALVE
W = WELL

SHEET 1 OF 2

2681 SW Tanforan Boulevard	
SCALE: 1"=40'	Atlantic Land Designs of the Treasure Coast, LB7468 754 NE Jensen Beach Blvd. Jensen Beach, FL 34957 Mailing Address: P.O. Box 1421 Jensen Beach, FL 34958 ALD5543@gmail.com (772) 398-4290
DATE: 5/8/25	
DRAWN: LW\JC	
2025-0135	
DATE:	REVISIONS
5/20/25	REVISE PER CITY COMMENTS
LAST FIELD DATE: 3/5/25	

Certified to: Villegas Residence
CITY OF PORT ST. LUCIE FLORIDA

I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE PER CHAPTER 5J-17.051 AND 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

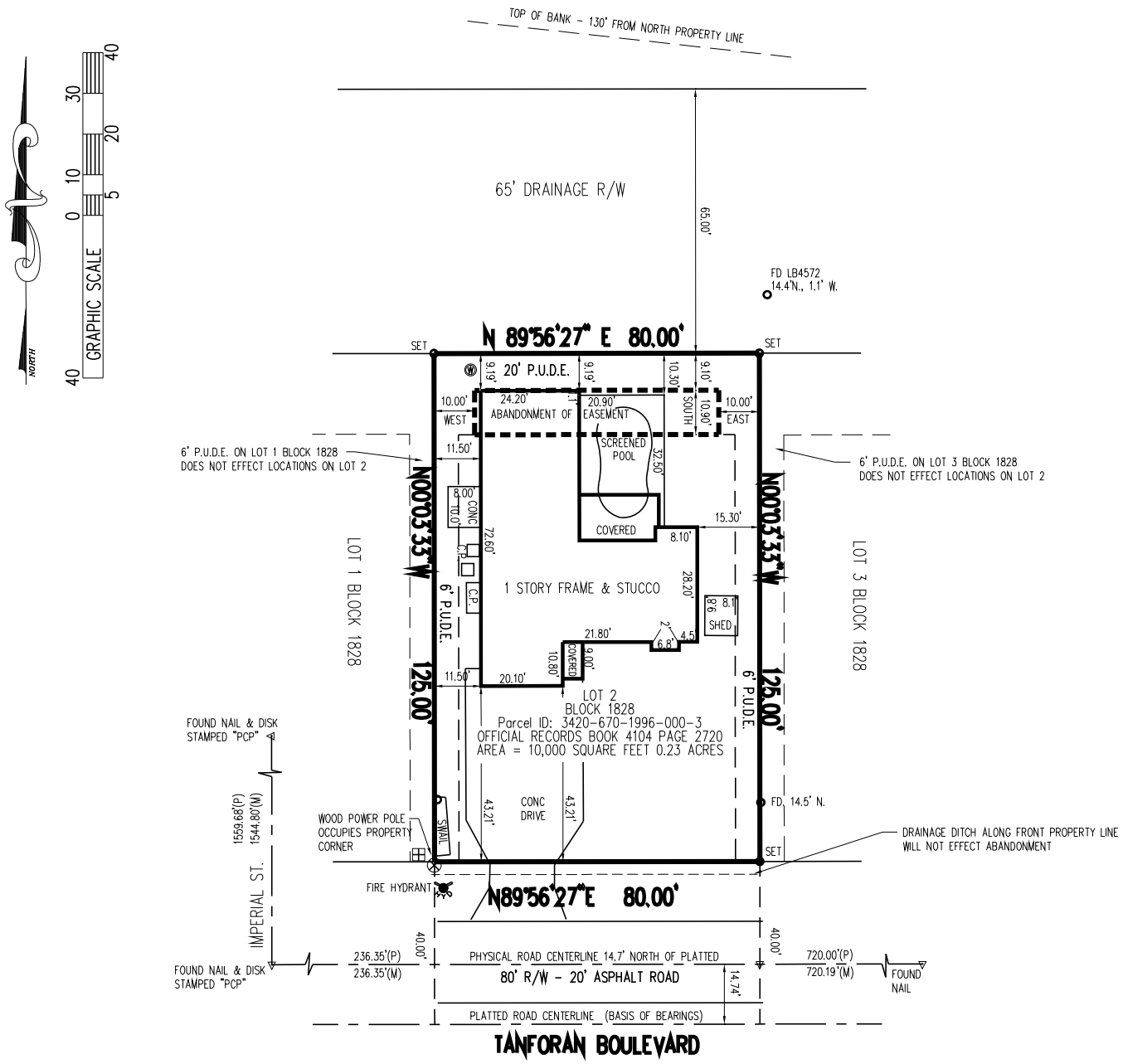
James A Cesiro Digitally signed by James A Cesiro Date: 2025.05.20 07:58:12 -04'00'

JAMES A. CESIRO JR. PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5543
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SEAL

JIM CESIRO CERTIFICATE PSM 5543 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

629

BOUNDARY SURVEY



SHEET 2 OF 2

2681 SW Tanforan Boulevard

SCALE: 1"=40'

DATE: 5/8/25

DRAWN: LW\JC

2025-0135

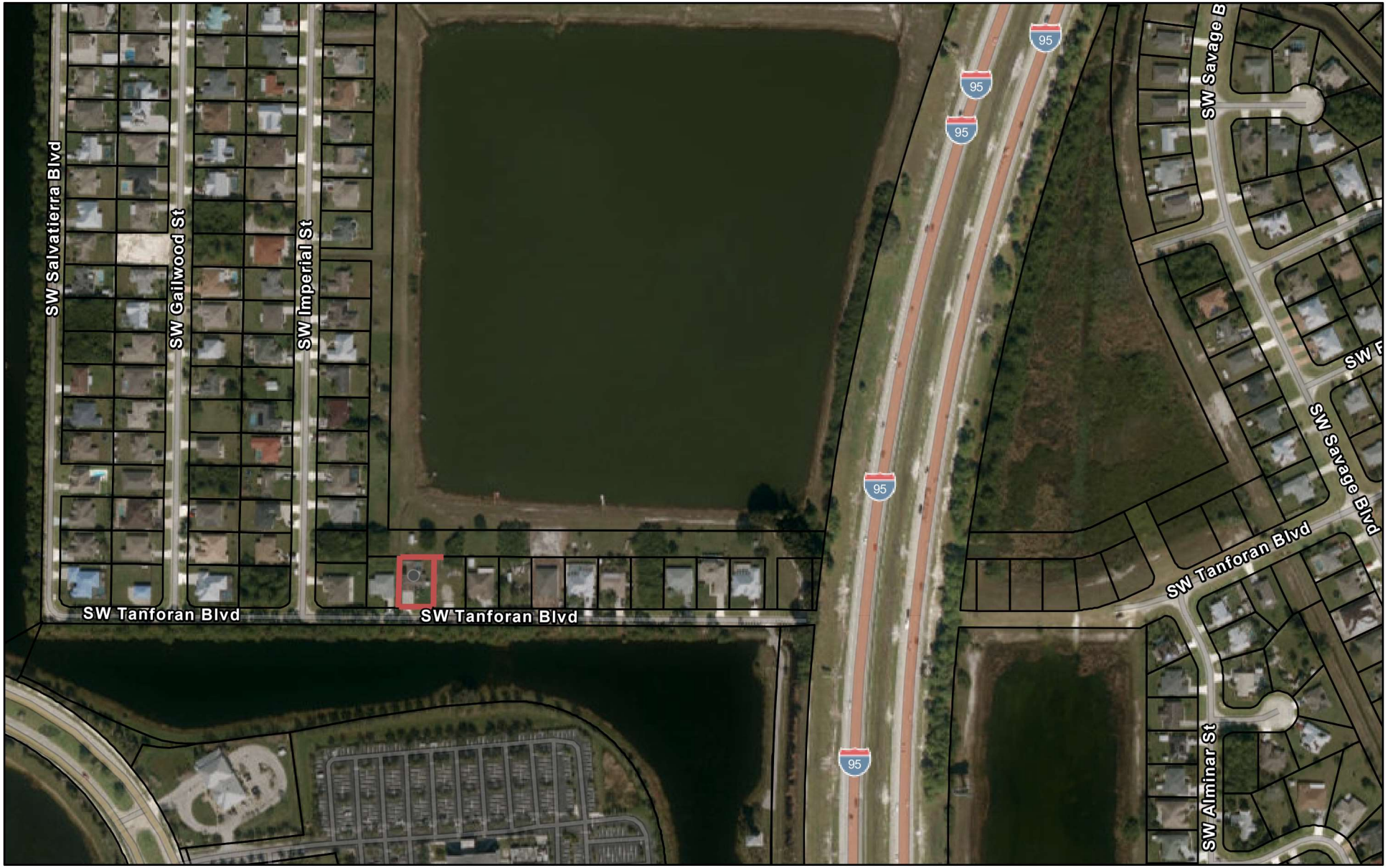
Atlantic Land Designs
of the Treasure Coast, LB7468
754 NE Jensen Beach Blvd. Jensen Beach, FL 34957
Mailing Address:
P.O. Box 1421 Jensen Beach, FL 34958
ALD5543@gmail.com (772) 398-4290

Certified to: Villegas Residence

CITY OF PORT ST. LUCIE FLORIDA

630

Abandonment of Easement -2681 SW Tanforan Blvd



5/13/2025, 8:24:35 AM

Parcels

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

State of Florida, Maxar, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

State of Florida, Maxar | Esri Community Maps Contributors, SLC Property Appraiser's Office, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS |

TO: Michelle Reid, Supervisor, Permitting Customer Service, Public Works

THRU: Rich Berrios, City Attorney

FROM: Margaret M. Carland, Senior Deputy City Attorney Thomas W Gritton Digitally signed by Thomas W Gritton Date: 2025.06.24 15:02:56 -04'00'

DATE: June 16, 2025

RE: Abandonment of Easement

Motion to Adopt Ordinance 25 -__, Abandoning a Portion of a Twenty (20) foot wide Rear Utility and Drainage Easement affecting Lot 2, Block 1828, Port St. Lucie Section Thirty-Five, as Recorded in Plat Book 15, Pages 10, 10A through 10P, of the Public Records of St. Lucie County, Florida.

The enclosed Ordinance has been reviewed and revised by the City Attorney's Office with respect to the request for an abandonment of a portion of a twenty (20) foot wide rear Utility and Drainage Easement affecting Lot 2, Block 1828, Port St. Lucie Section Thirty-Five, as Recorded in Plat Book 15, Pages 10, 10A through 10P, of the Public Records of St. Lucie County, Florida. The owner has submitted the Abandonment of Easement Application.

The request for the abandonment of a portion of a Twenty (20) foot wide rear Utility and Drainage Easement affecting the subject property and all supporting documentation have been reviewed and approved as to legal form and sufficiency. As such, the enclosed Ordinance has been prepared for presentment to the City Council for review and approval.

This office has confirmed that the survey and legal description associated with the Abandonment of Easement Application has been reviewed and approved by the Public Works Department, the Utility Department, and certain Utility Companies. Upon information and belief, the request for the abandonment of the above-described utility and drainage easement has been reviewed and recommended for approval by the Public Works Department and the Utility Systems Department. The agenda item shall be prepared and presented to the City Council by the Public Works Department.

MMC/bb
Enclosures:
Agenda Item Memo
Proposed Ordinance
c: Intake 25149-01

Agenda Summary

2025-625

Agenda Date: 7/28/2025 **Agenda Item No.:** 8.c

Placement: Second Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 25-41, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lots 36 and 37, Block 1323, Port St. Lucie Section Eleven, as Recorded in Plat Book 12, Pages 51, 51A through 51E, of the Public Records of St. Lucie County, Florida.

Submitted By: Michelle Reid, Public Works

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

Summary Brief: The owners of 1517 SW Fortune Road, Port St. Lucie, Florida, are requesting to abandon ten (10) feet of the existing twenty (20) foot wide rear utility and drainage easement for a garage.

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the Ordinance abandoning ten (10) feet of the rear twenty (20) foot utility and drainage easement located at 1517 SW Fortune Road, Port St. Lucie, Florida.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the Ordinance abandoning ten (10) feet of the rear twenty (20) foot utility and drainage easement located at 1517 SW Fortune Road, Port St. Lucie, Florida.
2. Move that the Council not approve the abandonment and provide staff direction.

Background: The real property located at 1517 SW Fortune Road, Port St. Lucie, Florida, was platted with a rear twenty (20) foot wide utility and drainage easement. The owners desire to keep a garage that was constructed in the easement. To keep the garage, a ten (10) foot wide portion of the easement will need to be abandoned. The owners of the property have submitted a request for the abandonment to the City.

Issues/Analysis: The request to abandon a portion of the easement was evaluated by the Public Works Department, Utility Systems Department, and the Public Utility Companies (AT&T, FPL, Comcast, and Florida City Gas). The City Departments and Utility Companies have no objection to the abandonment of ten (10) feet of the twenty (20) foot rear utility and drainage easement at 1517 SW Fortune Road, Port St. Lucie, Florida.

Financial Information: There will be no cost incurred by the City.

Special Consideration: N/A

Location of Project: The property is located at 1517 SW Fortune Road, Port St. Lucie, Florida.

Attachments:

- Ordinance
- Exhibit “A” to Ordinance (Boundary Survey)
- Location Map

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

Internal Reference Number: 25142-09

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

ORDINANCE 25-__

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, ABANDONING A PORTION OF A TWENTY (20) FOOT WIDE REAR UTILITY AND DRAINAGE EASEMENT AFFECTING LOTS 36 AND 37, BLOCK 1323, PORT ST. LUCIE SECTION ELEVEN, RECORDED IN PLAT BOOK 12, PAGES 51, 51A THROUGH 51E, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicants, Anthony J. D'Ippolito and Paula G. D'Ippolito, request approval for the abandonment of a portion of a twenty (20) foot wide rear utility and drainage easement affecting Lots 36 and 37, Block 1323, Port St. Lucie Section Eleven, according to the plat thereof, as recorded in Plat Book 12, Pages 51, 51A through 51E, of the Public Records of St. Lucie County, Florida, and more particularly described in the attached Exhibit "A" which is incorporated herein.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. Ratification of Recitals. The foregoing recital is hereby ratified and confirmed as true and correct and is hereby made a part of this Ordinance.

Section 2. That the portion of the twenty (20) foot wide rear utility and drainage easement described in the attached Exhibit "A" is hereby abandoned and any right, title or interest of the public in and to that portion of the twenty (20) foot wide rear utility and drainage easement on any recorded map or plat is hereby renounced and reclaimed.

Section 3. The effect of this Ordinance is to abandon a portion of the twenty (20) foot wide above-described utility and drainage easement and to renounce or disclaim any right, title or interest of the public in and to said utility and drainage easement.

Section 4. Recordation. The City Council hereby directs that this Ordinance be recorded in the public records of St. Lucie County, Florida.

Section 5. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith this Ordinance shall control to the extent of the conflicting provisions.

Section 6. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 7. Effective Date. This Ordinance shall become effective ten (10) days after final adoption on second reading.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida this ____ day of _____, 2025.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Sally Walsh, City Clerk

By:_____
Shannon M. Martin, Mayor

APPROVED AS TO FORM:

By:_____
Richard Berrios, City Attorney

BOUNDARY SURVEY

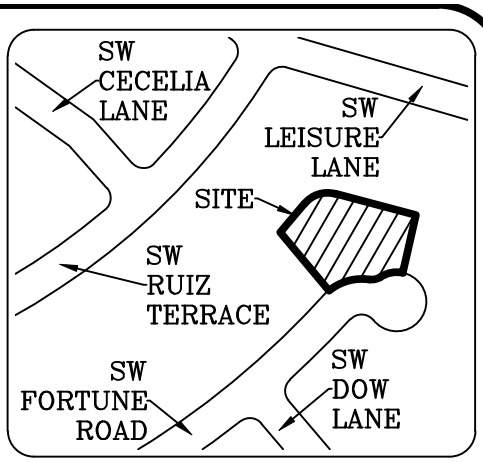
Prepared For: Paula D'Ippolito

LEGAL DESCRIPTION

Lots 36 and 37, Block 1323, PORT ST. LUCIE SECTION ELEVEN, according to the Plat thereof, recorded in Plat Book 12, Pages 51, 51A–51E, Public Records of St. Lucie County, Florida

Address:
1517 SW Fortune Road, Port Saint Lucie, FL 34953
Parcel ID: 3420–550–0684–000–7

ST. LUCIE COUNTY, FLORIDA
VICINITY MAP
NO SCALE



SURVEYORS NOTES AND REPORT:

1. THIS BOUNDARY SURVEY WAS PERFORMED FOR THE PURPOSE OF MAPPING EXISTING FEATURES AND CONDITIONS, AS SHOWN AND DEPICTED HEREON. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE AND ACCURATE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON FEBRUARY 10, 2025. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THIS SURVEY MAP AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR ORIGINAL ELECTRONIC SIGNATURE. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF AERO LAND SURVEYORS – FLORIDA SOUTH EAST, INC. IT IS A VIOLATION OF CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
3. THE LAST DATE OF FIELD WORK (AND DATA ACQUISITION) WAS FEBRUARY 10, 2025.
4. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT.
5. PARCELS CONTAIN A TOTAL OF 24,725.41 SQUARE FEET (0.568 ACRES).
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM–EAST ZONE, NAD 83 (1990).
7. UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY, UNLESS FEATURES WERE VISIBLE AT THE SURFACE LEVEL.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH AND REFERENCE THE CENTER LINE SW FORTUNE ROAD, LABELED HEREON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN US SURVEY FEET AND DECIMAL PARTS THEREOF.
10. THIS SITE WAS SURVEYED UTILIZING TOPCON HARDWARE TOGETHER WITH MAGNET SURVEY REALTIME PROCESSING AND WAS BASED ON "L–NET" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
11. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
12. FENCE ENCROACHES INTO DRAINAGE RIGHT–OF–WAY TO 5.9 FEET. FENCE LINE ENCROACHES INTO LOT 35 FROM 0.4 FEET TO 2.6 FEET. GARAGE ENCROACHES INTO P.U.D.E. FROM 4.5 FEET TO 7.3 FEET.
13. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
14. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN AN AREA OF MINIMAL FLOOD HAZARD (ZONE X) AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0275J HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.

SYMBOL & ABBREVIATION LEGEND:

	PAVER BRICK
	CONCRETE
CMP	CORRUGATED METAL PIPE
EM	ELECTRIC METER
℄	CENTER LINE
R/W	RIGHT–OF–WAY
	SET 5/8"IRC (LB 8509)
	SET MAG NAIL AND DISK (LB 8509)
	WOOD POWER POLE
— · · —	OVER HEAD WIRES
	AIR CONDITIONER
FE	FENCE
COR.	CORNER
EOP	EDGE OF PAVEMENT
C.B.S.	CONCRETE BLOCK STRUCTURE
L	LENGTH
LB	LICENSED BUSINESS
R	RADIUS
TOB	TOP OF BANK
Δ	DELTA
FND	FOUND
IR	IRON ROD
IRC	IRON ROD WITH CAP
(C)	CALCULATED
(P)	PER PLAT
CONC.	CONCRETE
LP	LIQUID PROPANE
PLNTR	PLANTER
P.U.D.E.	PUBLIC UTILITIES AND DRAINAGE EASEMENT

AERO LAND SURVEYORS
L.B. CERTIFICATE OF AUTHORIZATION 8509

AERO LAND SURVEYORS
FLORIDA SOUTHEAST, INC.
570 SE PORT ST LUCIE BLVD,
PORT ST. LUCIE, FL 34984
TEL. 772–237–4993
EMAIL: FSE@AEROLANDSURVEYORS.COM

NOTE: LOCATIONS AND EXISTENCE OF ANY SUBSURFACE UTILITIES AND/OR STRUCTURES NOT READILY VISIBLE, ARE NOT CERTIFIED. THE CERTIFICATIONS HEREON ARE NOT TRANSFERABLE.

THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WAS DONE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY, 2025 AND POINTS THAT WERE FOUND OR SET ARE REPRESENTED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LOTS:36 AND 37 BLOCK:1323

PLAT BOOK AND PAGE: BOOK 12, PAGES 51, 51A–51E

MAP OF: "PORT ST. LUCIE SECTION ELEVEN"

COUNTY TAX MAP ID: 3420–550–0684–000–7

SITUATED IN: ST. LUCIE COUNTY, FLORIDA

CERTIFIED TO: PAULA D'IPPOLITO AND CITY OF PORT ST. LUCIE

CHRISTOPHER HENN SIGNATURE DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #6608

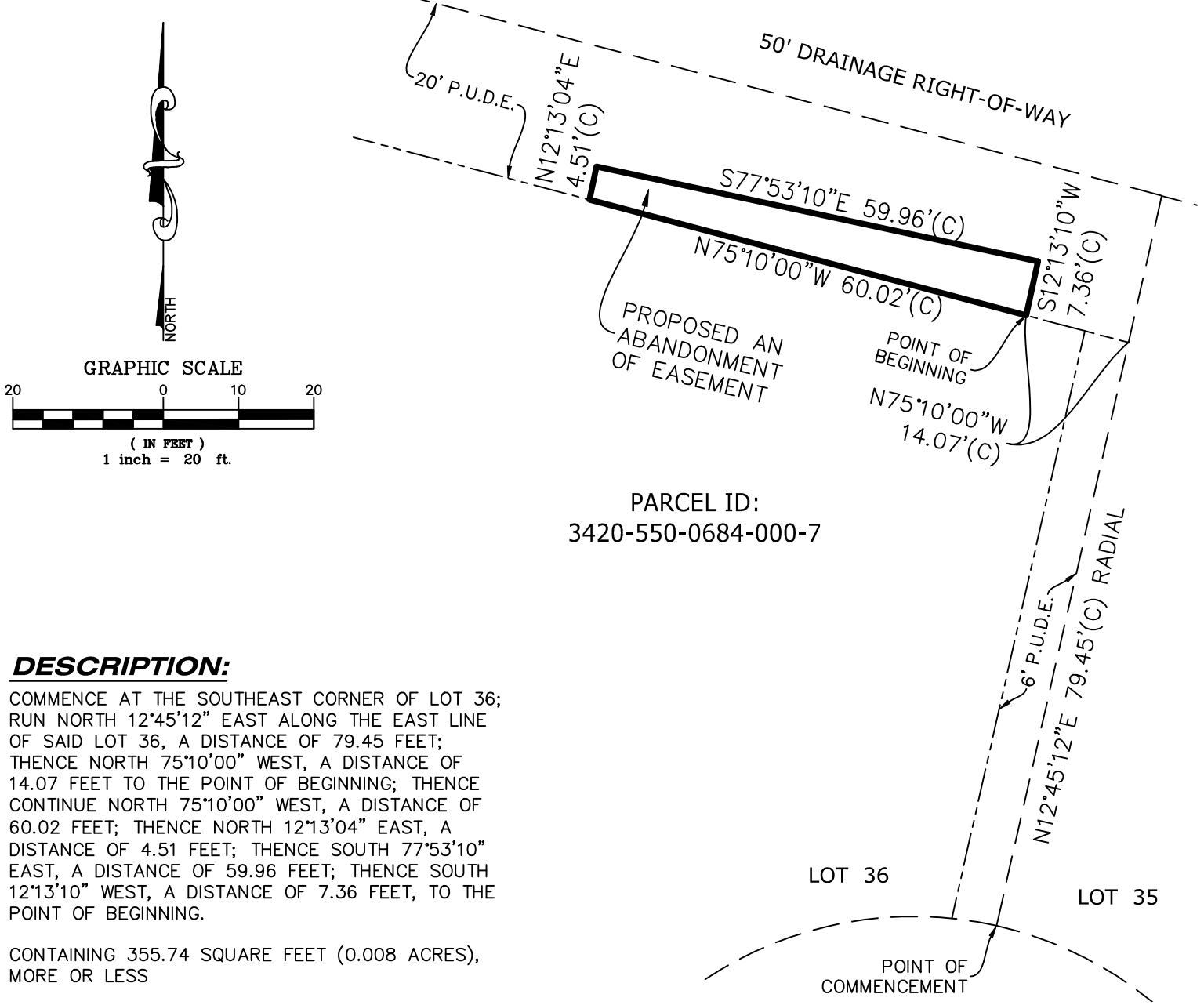
JOB NO.: FSE25–534
DATE: FEBRUARY 10, 2025

637

EXHIBIT "C"

SKETCH AND DESCRIPTION OF PROPOSED AN ABANDONMENT OF EASEMENT

(NOT A SURVEY)



DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 36; RUN NORTH 12°45'12" EAST ALONG THE EAST LINE OF SAID LOT 36, A DISTANCE OF 79.45 FEET; THENCE NORTH 75°10'00" WEST, A DISTANCE OF 14.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 75°10'00" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 12°13'04" EAST, A DISTANCE OF 4.51 FEET; THENCE SOUTH 77°53'10" EAST, A DISTANCE OF 59.96 FEET; THENCE SOUTH 12°13'10" WEST, A DISTANCE OF 7.36 FEET, TO THE POINT OF BEGINNING.

CONTAINING 355.74 SQUARE FEET (0.008 ACRES), MORE OR LESS

AERO LAND SURVEYORS
L.B. CERTIFICATE OF AUTHORIZATION 8509

AERO LAND SURVEYORS
FLORIDA SOUTHEAST, INC.
570 SE PORT ST LUCIE BLVD,
PORT ST. LUCIE, FL 34984
TEL. 772-237-4993
EMAIL: FSE@AEROLANDSURVEYORS.COM

NOTE: LOCATIONS AND EXISTENCE OF ANY SUBSURFACE UTILITIES AND/OR STRUCTURES NOT READILY VISIBLE, ARE NOT CERTIFIED. THE CERTIFICATIONS HEREON ARE NOT TRANSFERABLE.

THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WAS DONE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY, 2025 AND POINTS THAT WERE FOUND OR SET ARE REPRESENTED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LOTS:36 AND 37 BLOCK:1323

PLAT BOOK AND PAGE: BOOK 12, PAGES 51, 51A-51E

MAP OF: "PORT ST. LUCIE SECTION ELEVEN"

COUNTY TAX MAP ID: 3420-550-0684-000-7

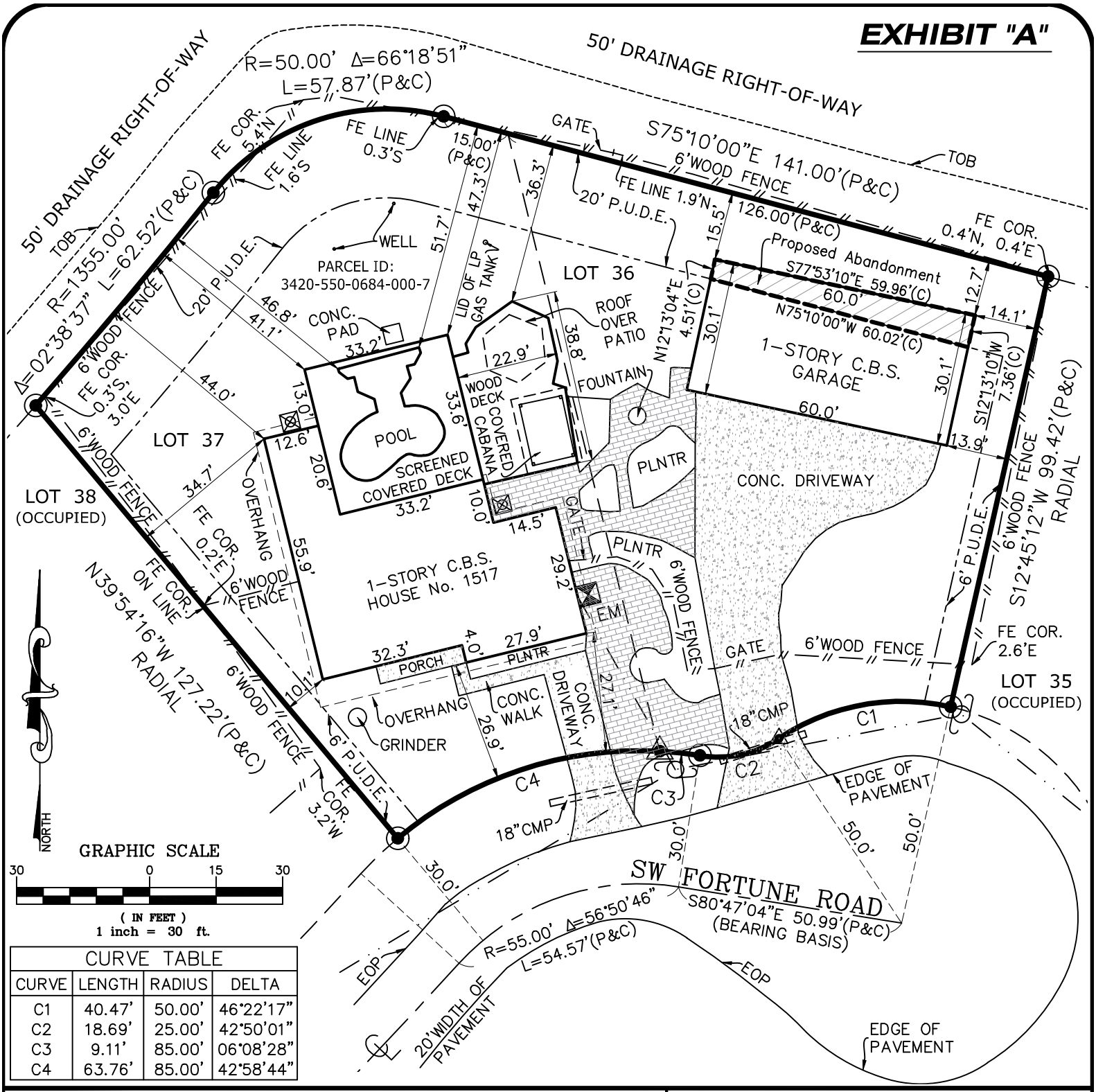
SITUATED IN: ST. LUCIE COUNTY, FLORIDA

CERTIFIED TO: PAULA D'IPPOLITO AND CITY OF PORT ST. LUCIE

CHRISTOPHER HENN SIGNATURE DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #6608

JOB NO.: FSE25-534
DATE: FEBRUARY 10, 2025

EXHIBIT "A"



GRAPHIC SCALE

30 0 15 30

(IN FEET)
1 inch = 30 ft.

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	40.47'	50.00'	46°22'17"
C2	18.69'	25.00'	42°50'01"
C3	9.11'	85.00'	06°08'28"
C4	63.76'	85.00'	42°58'44"

AERO LAND SURVEYORS
L.B. CERTIFICATE OF AUTHORIZATION 8509

AERO LAND SURVEYORS
FLORIDA SOUTHEAST, INC.
570 SE PORT ST LUCIE BLVD,
PORT ST. LUCIE, FL 34984
TEL. 772-237-4993
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NOTE: LOCATIONS AND EXISTENCE OF ANY SUBSURFACE UTILITIES AND/OR STRUCTURES NOT READILY VISIBLE, ARE NOT CERTIFIED. THE CERTIFICATIONS HEREON ARE NOT TRANSFERABLE.

THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WAS DONE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY, 2025 AND POINTS THAT WERE FOUND OR SET ARE REPRESENTED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LOTS:36 AND 37 BLOCK:1323

PLAT BOOK AND PAGE: BOOK 12, PAGES 51, 51A-51E

MAP OF: "PORT ST. LUCIE SECTION ELEVEN"

COUNTY TAX MAP ID: 3420-550-0684-000-7

SITUATED IN: ST. LUCIE COUNTY, FLORIDA

CERTIFIED TO: PAULA D'IPPOLITO AND CITY OF PORT ST. LUCIE

CHRISTOPHER HENN SIGNATURE DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #6608

JOB NO.: FSE25-534
DATE: FEBRUARY 10, 2025

Abandonment of Easement - 1517 SW Fortune Rd2217SE Marsh Ave

3/17/2025, 2:54:17 PM

Parcels

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.06 0.11 km

Maxar, Microsoft, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Maxar, Microsoft | Esri Community Maps Contributors, SLC Property Appraiser's Office, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS |

Agenda Summary

2025-662

Agenda Date: 7/28/2025 **Agenda Item No.:** 10.a

Placement: First Reading of Ordinances / Quasi-Judicial Hearing

Action Requested: Motion / Vote

Ordinance 25-39, Quasi-Judicial, Public Hearing, an Ordinance Rezoning 8.31 Acres of Land, Located on the Northwest Side of the Enterprise Drive, from Industrial (IN) Zoning District to Warehouse Industrial (WI) For Property Legally Described as All of Lot 6, of St. Lucie West Plat No. 133, St. Lucie West Industrial Park (P25-087).

Submitted By: Cody Sisk, Planner III, Planning and Zoning

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

Executive Summary (General Business): The City has received an application from Haley Ward, INC. , acting as the agent for TAV Port St. Lucie, LLC, the property owner, to rezone approximately 8.31 acres of land from the zoning designation of Industrial (IN) to Warehouse Industrial (WI). There is currently a 124,000 square-foot building and 159 parking spaces shown on the approved site plan. The proposed rezoning is to allow for Warehouse Industrial uses on the property.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Council approves the ordinance.

Alternate Recommendations:

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

Background: The Planning and Zoning Board recommended approval of the application on July 1, 2025.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: 760 NW Enterprise Dr

Business Impact Statement: Yes

Attachments:

1. Ordinance
2. Staff Report
3. Warranty Deed
4. Agent Authorization Letter
5. Application
6. Staff Presentation

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

Internal Reference Number: 25183-06

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

ORDINANCE 25-

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, REZONING APPROXIMATELY 8.31-ACRES OF LAND, LOCATED NORTH OF NW ENTERPRISE DRIVE, FROM INDUSTRIAL (IN) ZONING DISTRICT TO WAREHOUSE INDUSTRIAL (WI) ZONING DISTRICT, FOR PROPERTY LEGALLY DESCRIBED AS ALL OF LOT 6, ST. LUCIE WEST PLAT NO. 133, ST. LUCIE WEST INDUSTRIAL PARK; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (P25-087)

WHEREAS, Haley Ward, Inc, applicant ("Applicant"), on behalf of TAV Port St. Lucie, LLC, property owner ("Property Owner"), seeks to rezone approximately 8.31-acres of land located north of NW Enterprise Drive, and within the City of Port St. Lucie, from Industrial (IN) Zoning District to the Warehouse Industrial (WI) Zoning District; and

WHEREAS, the proposed zoning is consistent with all applicable elements of the City's adopted Comprehensive Plan and complies with the City's Code of Ordinances; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on July 1, 2025, to consider the rezoning application (P25-087), notice of said hearing to adjoining property owners for a radius of seven hundred fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on July 28, 2025, to consider the rezoning application (P25-087)**,** advertising of the public hearing having been made; and

WHEREAS, the City Council has considered the rezoning application (P25-087) based on substantial and competent evidence and the City Council has determined to rezone the property legally described as All of Lot 6, St. Lucie West Plat No. 133, St. Lucie West Industrial Park, of the Public Records of St. Lucie County, Florida, as provided herein.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

ORDINANCE 25-

Section 1. Ratification of Recitals. The City Council of the City of Port St. Lucie, Florida, hereby adopts and ratifies those matters as set forth in the foregoing recitals.

Section 2. The property is located north of NW Enterprise Drive, and legally described as All of Lot 6, St. Lucie West Plat No. 133, St. Lucie West Industrial Park, of the Public Records of St. Lucie County, is hereby rezoned from Industrial (IN) Zoning District to the Warehouse Industrial (WI) Zoning District.

Section 3. Conflict. If any ordinance, or parts of ordinances, or if any sections, or parts of sections, of the ordinances of the City of Port St. Lucie, Florida, are in conflict herewith, this Ordinance shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. Effective Date. That this Ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 25-

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____ 2025.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Shannon M. Martin, Mayor

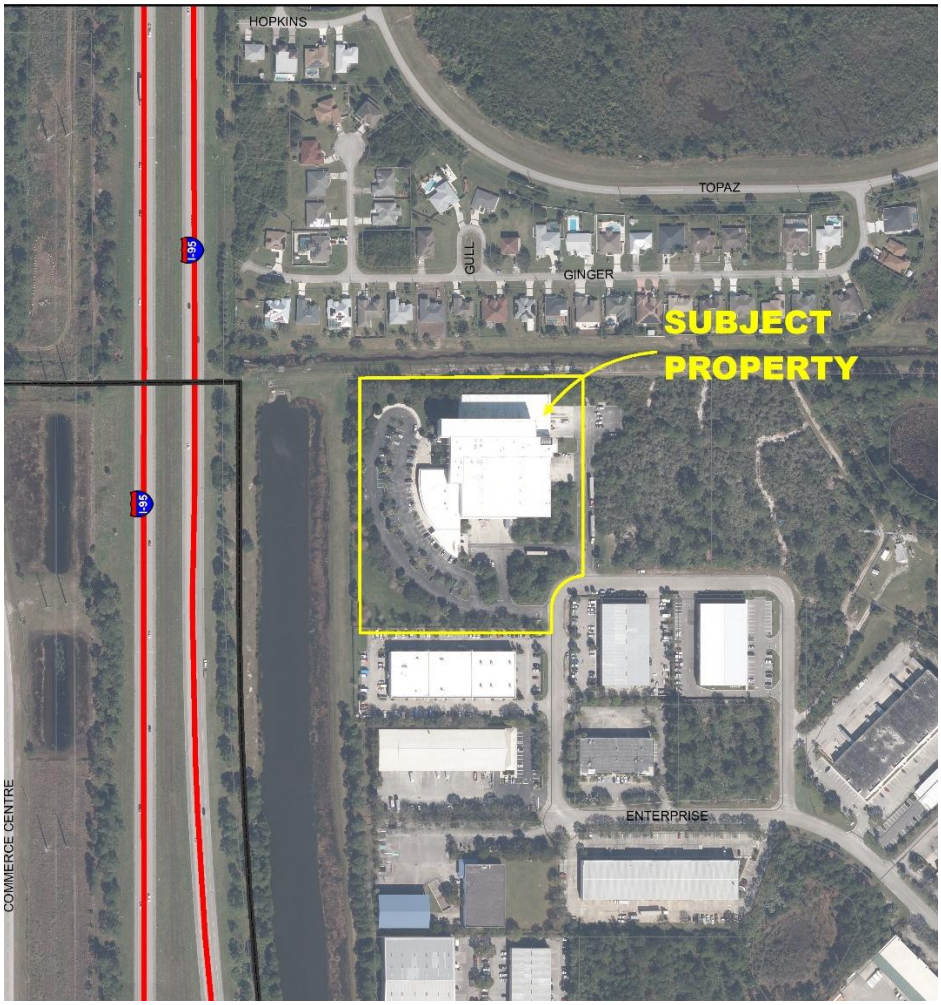
ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

BY:_____
Richard Berrios, City Attorney

SLW-TAV Port St. Lucie, LLC
Rezoning
P25-087



Project Location Map

SUMMARY

Applicant's Request:	Rezoning from the Industrial Zoning District (IN) to the Warehouse Industrial (WI) Zoning District
Applicant:	Alejandro Toro, Haley Ward, Inc
Property Owner:	TAV Port St Lucie LLC
Location:	The property is generally located northwest side of NW Enterprise Drive
Address:	760 NW Enterprise Dr
Project Planner:	Cody Sisk, Planner III

Project Description

The applicant is requesting the rezoning of an 8.31-acre parcel, from the Industrial Zoning District (IN) to the Warehouse Industrial (WI) Zoning District. The property is legally described as All of Lot 6, of St. Lucie West Plat No. 133, St. Lucie West Industrial Park. The parcel's address is 760 NW Enterprise Drive, which is located north of NW Enterprise Drive. There is currently a 124,000 square-foot building and 159 parking spaces shown on the approved site plan. The Applicant proposes to change the zoning district to potentially allow a different set of uses on the property.

Previous Actions and Prior Reviews

The Site Plan Review Committee approved a site plan amendment for the property, P02-359-A1 SLW-TLH, to remove Lot 5 from the P02-359 site plan. A new site plan was submitted and approved for the adjacent Lots 4 and 5 for proposed warehouses (P24-093).

Public Notice Requirements

Public notice was mailed to owners within 750 feet of the property and the item was included in the ad for the **July 1, 2025**, Planning & Zoning Board meeting.

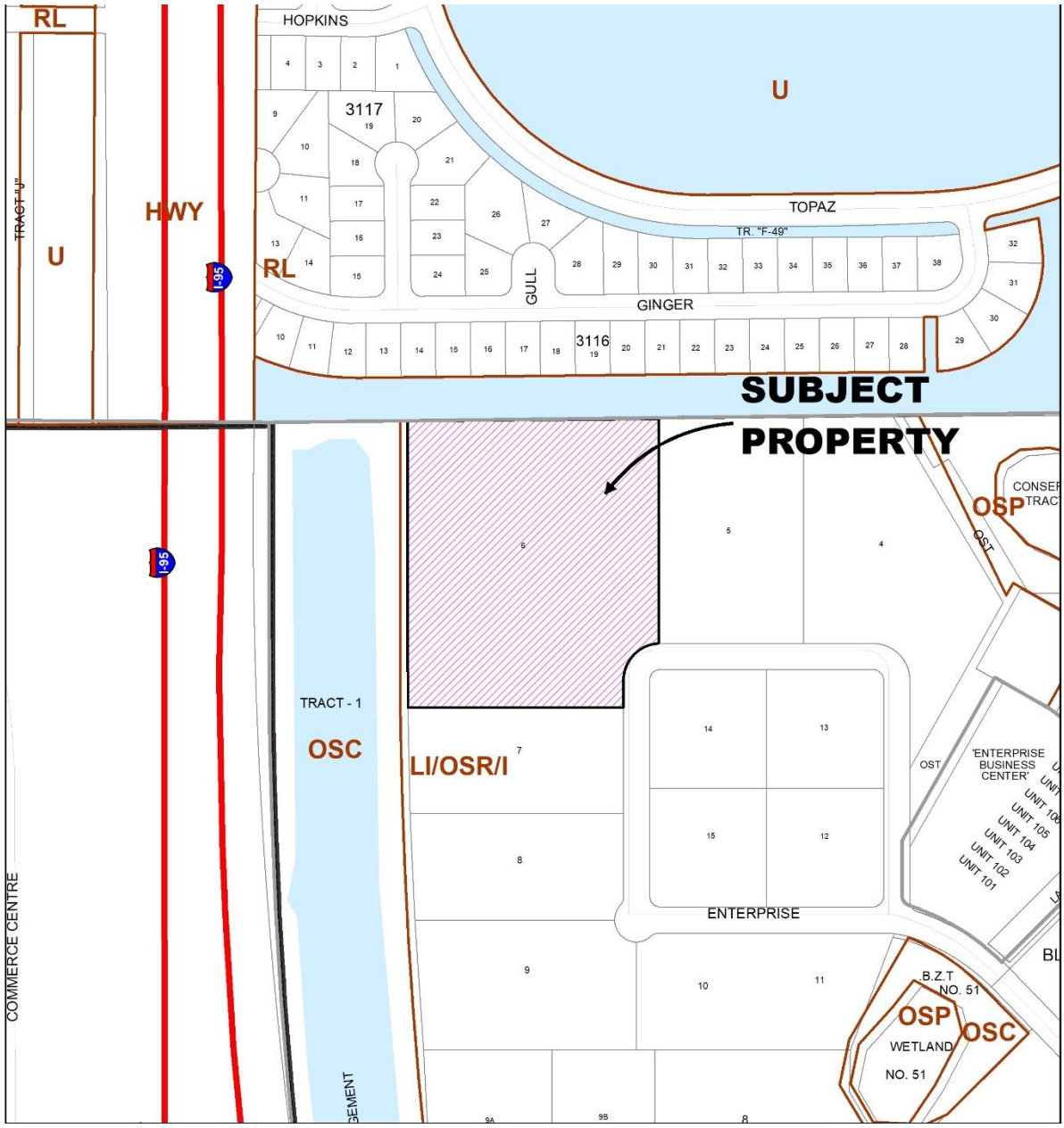
Location and Site Information

Parcel Number:	3323-947-0011-000-9
Property Size:	8.31 acres
Legal Description:	St Lucie West Plat #133 St Lucie West Industrial Park (PB 39-40) Lot 6
Future Land Use:	Light Industrial (LI), Open Space Recreational (OSR), Institutional (I)
Existing Zoning:	Industrial (IN)
Existing Use:	Warehouse use per Approved Site Plan
Requested Zoning:	Warehouse Industrial (WI)
Proposed Use:	Use consistent with the WI zoning district

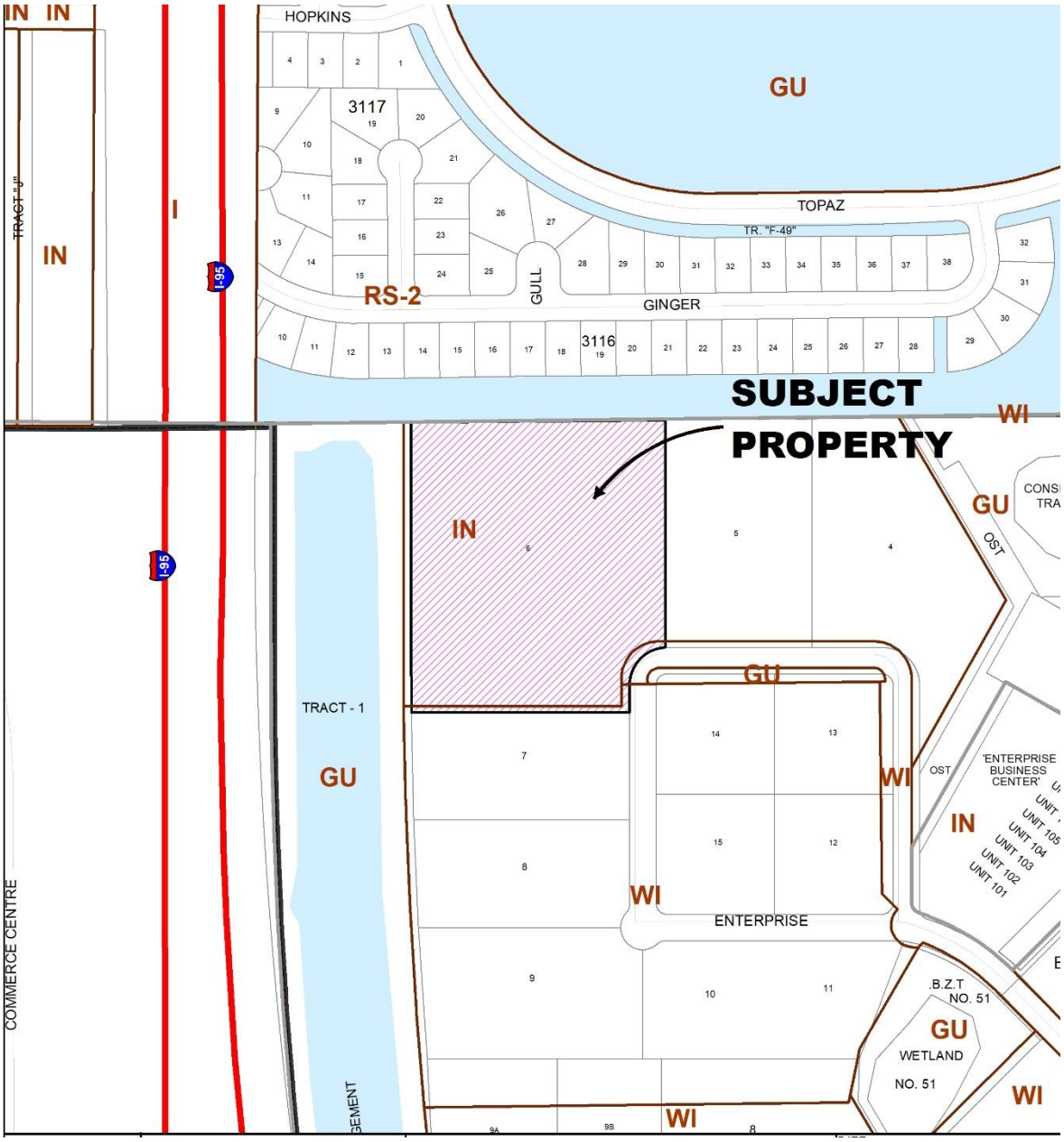
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	OSC	RS-2	Single Family Residential
South	IL/OSR/I	WI	Warehouse
East	IL/OSR/I	IN	Vacant
West	OSC	GU	Water Management Tract/I-95

CS-Service Commercial, RS-2-Single Family Residential, Warehouse Industrial (WI), Industrial (IN), General Use (GU), Light Industrial (IL), Open Space Recreational (OSR), Institutional (I), Open Space Conservation (OSC)



Future Land Use Map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WI
COMMERCE CENTRE

Zoning Map

IMPACTS AND FINDINGS

COMPREHENSIVE PLAN REVIEW

Land Use Consistency: Proposed zoning of Warehouse Industrial is compatible with Policy 1.1.4.13 and future land use classification of Light Industrial (IL).

ZONING REVIEW

Justification Statement: The property owner requested as a condition of the tenant on the lease agreement that the tenant will process a rezoning application to the WI Zoning District. The WI Zoning District has a larger variety of uses available. Additionally, all surrounding properties are zoned Warehouse Industrial.

Staff Analysis: The rezoning classification complies with the direction and intent of the City of Port St. Lucie Comprehensive Plan. The Warehouse Industrial Zoning District (WI) is compatible with the Light Industrial (IL) future land use classification per Policy 1.1.4.13 of the Future Land Use Element.

ENVIRONMENTAL REVIEW

The site was previously cleared and is developed.

RELATED PROJECTS

P02-359-A1: SLW-TLH (fka Scripps Treasure Coast Publishing), Site Plan Amendment approved February 28, 2024

STAFF RECOMMENDATION

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

TAV PORT ST LUCIE LLC
300 Main ST
Stamford, CT 06901-3032

AGENT CONSENT FORM

Project Name: Raw Athletic Club - Rezone
Parcel ID: 3323-947-0011-000-9

BEFORE ME THIS DAY PERSONALLY APPEARED JACOB Goldman WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING: for TAV PORT ST LUCIE, LLC

I hereby give CONSENT to EDC a division of Haley Ward, Inc. to act on my behalf, to submit a rezoning application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 14th day of MAY, 2025, by JACOB Goldman (Name of Person Acknowledging) FOR TAV PORT ST LUCIE LLC who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Notary Signature

Skyler DeMaio
Printed Name of Notary

(Notary Seal)

June 30th, 2029
My commission expires

SKYLER A DEMAIO
Notary Public, State of Connecticut
My Commission Expires June 30, 2029

Owner's Signature

Jacob Goldman
Owner's Name

700 S. Rosemary Ave, Suite 204-680
Street Address

West Palm Beach FL 33401
City, State, Zip

201-675-8492 / jgoldman@twocitylake.com
Telephone / Email

652

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5213

FOR OFFICE USE ONLY

Planning Dept._____
Fee (Nonrefundable)$_____
Receipt #_____

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. If the application includes more than one (1) lot, our Legal Department will contact you regarding execution of the required Unity of Title. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: atoro@haleyward.com

PROPERTY OWNER:

Name: Jacob Goldman -TAV PORT ST LUCIE LLC

Address: 300 MAIN ST STAMFORD, CT 06901

Telephone No.: 201-675-8492 Email jgoldman@tentylake.com

AGENT OF OWNER (if any)

Name: Alejandro Toro - Haley Ward, Inc

Address: 10250 SW Village Parkway Suite 201. Port St. Lucie, FL 34987

Telephone No.: 772-462-2455 x121 Email atoro@haleyward.com

PROPERTY INFORMATION

Legal Description: ST LUCIE WEST PLAT #133 ST LUCIE WEST INDUSTRIAL PARK (PB 39-40) LOT 6
(Include Plat Book and Page)

Parcel I.D. Number: 3323-947-0011-000-9

Current Zoning: Industrial (IN)

Proposed Zoning: Warehouse Industrial (WI)

Future Land Use Designation: LI/OSR/I Acreage of Property: 8.31

Reason for Rezoning Request:

The property owner requested a condition of the tenant on the lease agreement that the tenant will process a rezoning application to the WI Zoning district. The WI Zoning district has a larger variety of uses available. Additionally, all surrounding properties are zoned Warehouse Industrial

*Signature of Owner	Alejandro Toro (Authorized Agent) Hand Print Name	May 29, 2025 Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5020724 OR BOOK 4804 PAGE 552, Recorded 04/06/2022 04:36:26 PM Doc Tax: $72100.00

THIS INSTRUMENT WAS PREPARED BY:
Anne Dyring Riley, Esq.
Anne Dyring Riley LLC
1130 Crosspointe Lane, Suite 10A
Webster, NY 14580
585.671.2160

Return to:
Jennie Clayton
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
404-558-7768
File No. FL252111164JC

Tax Parcel ID No.: 3323-947-0011-000-9

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and executed to be effective as of the 28th day of March, 2022, by **SCRIPPS NP OPERATING LLC**, a Wisconsin limited liability company, having an address of 175 Sully's Trail, Pittsford, NY 14534 ("Grantor") to **TAV PORT ST LUCIE, LLC**, a Delaware limited liability company, having an address of 300 Main Street, Stamford, CT 06901 ("Grantee");

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by these presents, does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel, or trace of land situate in Port Saint Lucie, Saint Lucie County, Florida, the same being more particularly described on the attached Exhibit A (hereinafter referred to as the "Subject Property");

TOGETHER WITH all the tenements, hereditaments, easements, and appurtenances, including riparian rights, if any, therefor belonging or any anywise appertaining;

TO HAVE AND TO HOLD the Subject Property in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that that Grantor has good right and lawful authority to sell convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO (i) real estate taxes and assessments for the year 2022 and thereafter; (ii) zoning and building ordinances; and (iii) those matters disclosed on Exhibit "B" attached hereto and made a part hereof (the "Permitted Exceptions"), the reference to which shall not operate to reimpose the same.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

SCRIPPS NP OPERATING, LLC,
a Wisconsin limited liability company

Signed, sealed and delivered in the presence of the following two witnesses:

By: Desk Spinco, Inc.
Its: Sole Member

By: _____
Mark Maring, SVP of Finance & Treasurer

_____
Signature of Witness

Melinda M. Boudreau
Printed Name of Witness

Deborah K Carpenter
Signature of Witness

Deborah K Carpenter
Printed Name of Witness

STATE OF NEW YORK

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 24 day of March, 2022 by Mark Maring, as Senior Vice President of Finance and Treasurer of Desk Spinco, Inc., the sole member of Scripps NP Operating, LLC, on behalf of the company who is personally known to me.

_____
Notary Public

ANNE DYRING RILEY
Notary Public, State of New York
No. 02RI4986950
Qualified in Monroe County
Commission Expires 4/30/2025

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

All of Lot 6, in Parcel 1 of St. Lucie West Plat No. 133, St. Lucie West Industrial Park, According to the plat thereof, as recorded in Plat Book 39, Pages 40 and 40A-40B, of the Public Records of St. Lucie County, Florida.

EXHIBIT B
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2022 and subsequent years, which are a lien not yet due and payable.

2. Intentionally Omitted.

3. Intentionally Omitted.

4. Rights of tenants under unrecorded leases, with no option to purchase or right of first refusal..

5. Intentionally Omitted.

6. Intentionally Omitted.

7. Matters shown on the Plat of St. Lucie West Plat No. 133, St. Lucie West Industrial Park, recorded in Plat Book 39, Page 40 and 40A through 40B, of the Public Records of St. Lucie County, Florida, and approximately shown on the survey by Bock & Clark Corporation an NV5 Company, originally dated February 7, 2022, under Job No. 02107486-001 (the "Survey").

8. Development of Regional Impact Agreement between Thos. J. White Development Corporation, a Florida Corporation; the Peacock Fruit and Cattle Corporation, a Florida Corporation and the Department of Community Affairs of the State of Florida, recorded in Official Records Book 483, Page 885, as affected by Modification of Development of Regional Impact Agreement, recorded in Official Records Book 503, Page 676, all of the Public Records of St. Lucie County, Florida.

9. The terms, provisions, and conditions contained in that certain Notice of Adoption of Development Order, recorded in Official Records Book 571, Page 833; as affected by Notice of Adoption of Modification of an Adopted Development Order, recorded in Official Records Book 616, Page 2718; as affected by Notice of Adoption of Modification of an Adopted Development Order, recorded in Official Records Book 627, Page 554; as affected by Notice of Adoption of Modification of an Adopted Development Order, recorded in Official Records Book 640, Page 176; as affected by Notice of Subsequent Modification of an Adopted Development Order, recorded in Official Records Book 703, Page 1189; as affected by Notice of Subsequent Modification of an Adopted Development Order, recorded in Official Records Book 840, Page 2326; as affected by Notice of Subsequent Modification of an Adopted Development Order, recorded in Official Records Book 1112, Page 1302; as affected by Notice of Adoption of the Modified Development Order for the St. Lucie West Development of Regional Impact, recorded in Official Records Book 2496, Page 1496, all of the Public Records of St. Lucie County, Florida.

10. Declaration of Covenants, Conditions, and Restrictions for St. Lucie West Industrial Association which contains provisions for a private charge or assessments, recorded in Official Records Book 572, Page 1493; as affected by First Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Industrial Association, recorded in Official Records Book 611, Page 2277; as affected by Second Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Industrial Association, recorded in Official Records Book 621, Page 2279; as affected by Third Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Industrial Association, recorded in Official Records Book 628, Page 1991; as affected by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Industrial Association, recorded in Official Records Book 634, Page 1103; as affected by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Industrial Association, recorded in Official Records Book 678, Page 1387; as affected by Fifth Amendment to Declaration of Covenants,

Conditions and Restrictions for St. Lucie West Industrial Association (Corrected), recorded in Official Records Book 679, Page 2199; as affected by Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Industrial Association, Inc., recorded in Official Records Book 726, Page 2555; as affected by Assignment of Declarant's Rights, recorded in Official Records Book 898, Page 1779; as affected by Assignment of Declarant's Rights, recorded in Official Records Book 1016, Page 2247; as affected by Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Industrial Association, recorded in Official Records Book 1195, Page 1639; as affected by Amendment to the Declaration of Covenants, Conditions and Restrictions for St. Lucie West Industrial Association, recorded in Official Records Book 1225, Page 1722; as affected by Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Industrial Association, recorded in Official Records Book 1588, Page 1357; as affected by Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Industrial Association, recorded in Official Records Book 2840, Page 2326; as affected by Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for St. Lucie West Industrial Association, recorded in Official Records Book 3232, Page 1852, all of the Public Records of St. Lucie County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

11. Agreement between St. Lucie County, Florida, a political subdivision of the State of Florida and Thos. J. White Development Corporation, a Florida corporation recorded in Official Records Book 573, Page 303; as affected by Second Agreement, recorded in Official Records Book 579, Page 2706; as affected by Third Agreement, recorded in Official Records Book 663, Page 2607; as affected by Fourth Amendment, recorded in Official Records Book 718, Page 1876; as affected by Interim Road Impact Fee Credit Agreement Number Five, recorded in Official Records Book 872, Page 555; as affected by Assignment and Assumption of Rights and Obligations under Road Impact Fee Credit Agreements, recorded in Official Records Book 898, Page 1796; as affected by Interim Road Impact Fee Credit Agreement Number Six, recorded in Official Records Book 898, Page 2684; as affected by Interim Road Impact Fee Credit Agreement Number Six, recorded in Official Records Book 899, Page 1945; as affected by Assignment and Assumption of Rights and Obligations Under Road Impact Fee Credit Agreement, recorded in Official Records Book 1016, Page 2297; as affected by Interim Road Impact Fee Credit Agreement Number Seven, recorded in Official Records Book 1211, Page 504; as affected by Road Impact Fee Credit Agreement Number Eight, recorded in Official Records Book 1259, Page 2766, all of the Public Records of St. Lucie County, Florida.

12. St. Lucie West Services District Commissioners Report, attached to the Final Judgment and Decree Approving Report of Commissioners recorded in Official Records Book 683, Page 2008; as affected by Connection Fee Guarantee Agreement recorded in Official Records Book 929, Page 662; as affected by Final Judgment recorded in Official Records Book 964, Page 1010; as affected by Final Judgment recorded in Official Records Book 1212, Page 786; as affected by Certificate of No Appeal recorded in Official Records Book 1219, Page 1005; as affected by Notice of Water and Sewer Utility Operating Policy recorded in Official Records Book 1285, Page 2156; as affected by Collection Agreement recorded in Official Records Book 1349, Page 2242, all of the Public Records of St. Lucie County, Florida.

13. Intentionally Omitted.

14. Intentionally Omitted.

15. Intentionally Omitted.

16. Intentionally Omitted.

17. Intentionally Omitted.

18. Intentionally Omitted.

19. Non-Exclusive Electric Utility Easement granted to Florida Power and Light Company recorded in Official Records Boo k 792, Page 72, of the Public Records of St. Lucie County, Florida and approximately shown on the Survey.

20. Restrictive Covenant recorded in Official Records Book 819, Page 2477; as affected by Consent recorded in Official Records Book 926, Page 549; as affected by Assignment of Declarant's Rights recorded in Official Records Book 1016, Page 2263; as affected by Consent to Use recorded in Official Records Book 1024, Page 345; as affected by Amendment to Consent to Use recorded in Official Records Book 1240, Page 1452, all of the Public Records of St. Lucie County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

21. Intentionally Omitted

22. Restrictive Covenant recorded in Official Records Book 884, Page 2231; as affected by Assignment of Declarant's Rights, recorded in Official Records Book 1016, Page 2263, all of the Public Records of St. Lucie County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

23. Assignment of architectural approval rights, recorded in Official Records Book 1016, Page 2278, of the Public Records of St. Lucie County, Florida

24. Intentionally Omitted.

25. Imposition of taxes and/or assessments by virtue of the Notice of Establishment of the St. Lucie West Services District, recorded in Official Records Book 1250, Page 1737, of the Public Records of St. Lucie County, Florida.

26. Ordinance No. 00-002, by the Board of County Commissioners of St. Lucie County, Florida, recorded in Official Records Book 1301, Page 2302, of the Public Records of St. Lucie County, Florida.

27. Fire/EMS Impact Fee Credit Agreement between St. Lucie County, Florida, a political subdivision of the State of Florida and St. Lucie West Development Corporation recorded in Official Records Book 1470, Page 880, of the Public Records of St. Lucie County, Florida.

28. Restrictions, covenants and provisions as set forth in Special Warranty Deed recorded in Official Records Book 1588, Page 1364, of the Public Records of St. Lucie County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

29. Restrictions, covenants and provisions as set forth in Special Warranty Deed recorded in Official Records Book 1588, Page 1370, of the Public Records of St. Lucie County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

30. Non-Exclusive Access Easement granted to St. Lucie West Services District, recorded in Official Records Book 1666, Page 664, of the Public Records of St. Lucie County, Florida.

31. Utility Easement granted to St. Lucie West Services District, recorded in Official Records Book 1878, Page 617, of the Public Records of St. Lucie County, Florida and approximately shown on the Survey.

32. All matters contained in that certain Notice of Water and Sewer Utility Operating Policy, recorded in Official Records Book 3123, Page 1678, of the Public Records of St. Lucie County, Florida.

33. Assignment of Dedications and Reservations, recorded in Official Records Book 3660, Page 586, of the Public Records of St. Lucie County, Florida.

SLW-TAV Port St. Lucie, LLC

Rezoning
Project No. P25-087

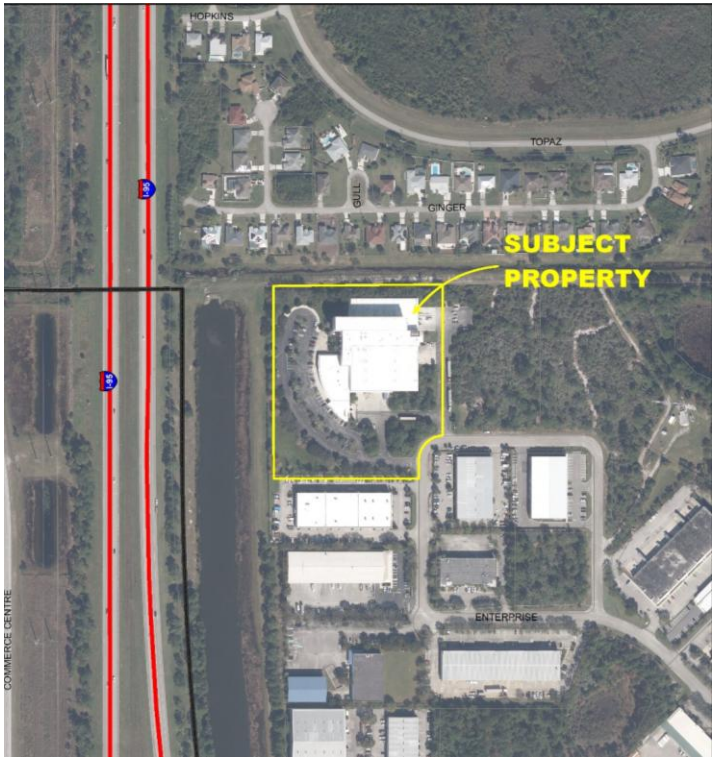
City Council
Cody Sisk, Planner III
July 28, 2025 and August 11, 2025

Request Summary

- Owner: TAV Port St Lucie LLC
- Applicant: Haley Ward, Inc.
- Location: 760 NW Enterprise Drive
- Request: The applicant is requesting the rezoning of approximately 8.31 acres from Industrial Zoning District (IN) to the Warehouse Industrial (WI) Zoning District.

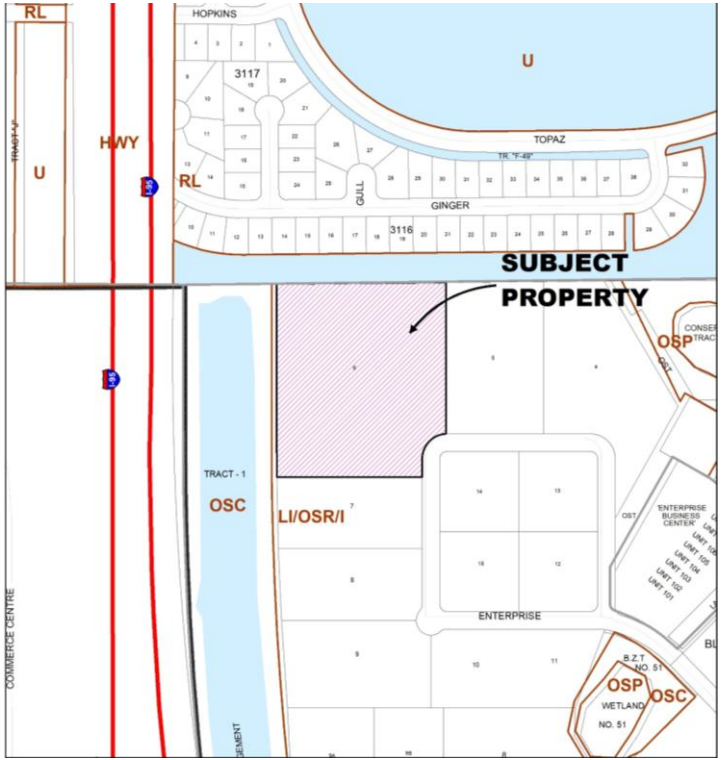
Surrounding Areas

Direction	Existing Use	Future Land Use	Zoning
North	Single Family Residential	OSC	RS-2
South	Warehouse	IL/OSR/I	WI
East	Vacant	IL/OSR/I	IN
West	Vacant/I-95	OSC	GU



Surrounding Areas

Direction	Existing Use	Future Land Use	Zoning
North	Single Family Residential	OSC	RS-2
South	Warehouse	IL/OSR/I	WI
East	Vacant	IL/OSR/I	IN
West	Vacant/I-95	OSC	GU



Surrounding Areas

Direction	Existing Use	Future Land Use	Zoning
North	Single Family Residential	OSC	RS-2
South	Warehouse	IL/OSR/I	WI
East	Vacant	IL/OSR/I	IN
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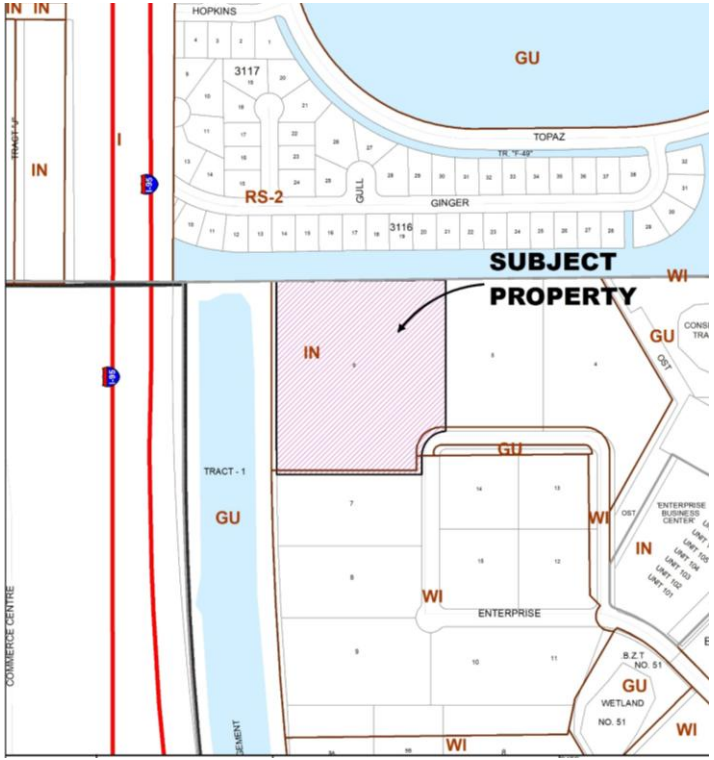

Justification

- The proposed rezoning is consistent with Policy 1.1.4.13 of the Future Land Use Element of the Comprehensive Plan which establishes the compatible future land use and zoning categories.

- The Warehouse Industrial (WI) Zoning District is listed as a compatible zoning district under the Light Industrial (LI), future land use classification.

Policy 1.1.4.13 Future land Use	
Future Land Use Classification	Compatible Zoning District
Light Industrial (LI), Open Space Recreational (OSR), Institutional (I)	**WI**, GU, IN

Recommendation

The Planning & Zoning Board recommended approval of the rezoning on July 1, 2025.

Agenda Summary

2025-552

Agenda Date: 7/28/2025 **Agenda Item No.:** 11.a

Placement: Resolutions / Quasi-Judicial Hearing

Action Requested: Motion / Vote

Resolution 25-R30, Quasi-Judicial, Public Hearing, a Resolution Granting a Special Exception Use to Allow a K-8 Private School in the Commercial General (CG) Zoning District Per Section 158.124(C)(8) of the Code of Ordinances for a Project Known as Dalton Learning Academy (P25-041); Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Submitted By: Bethany Grubbs, Senior Planner

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

Executive Summary (General Business): This is a request for a special exception use to allow a K-8 private school in the Commercial General (CG) zoning district per Section 158.124(C)(8) of the Zoning Code. The 4.5-acre site is located approximately 0.3 miles south of SE Lyngate Drive on the west side of South US Highway 1.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Council approve the resolution with the following conditions:

1. This Special Exception Use shall be granted exclusively to the current applicant and shall terminate automatically upon cessation of the approved business operation by the current Applicant. Any change in ownership, business entity, or discontinuation of the approved use shall render this Special Exception Use null and void.
2. The shared parking agreement submitted as part of the application shall remain in full force and effect for the duration of the approved use. Any modification, amendment, or termination of the shared parking agreement shall require prior review and written approval by the City.
3. This Special Exception Use approval permits a maximum enrollment of 200 students, subject to compliance with Florida Statutes § 1003.03, which governs class size limits in accordance with the state constitutional amendment on public school classroom capacity.
4. If the site is found to be out of compliance with the Operational Management Plan included as part of the Traffic Analysis for this Special Exception Use, the school owner or its authorized agent ("School Owner") will have 45 days to:
   (a) amend the Operational Management Plan, in a manner acceptable to the City's Public Works Department, to mitigate traffic or stacking issues; or
   (b) enforce the Operational Management Plan to ensure mitigation of traffic or stacking concerns ("Corrective Actions").

   If the School Owner does not timely take Corrective Actions this Special Exception Use approval will expire. If the Public Works Director determines that the School Owner is acting in good faith

to resolve issues with the site and that the Corrective Actions will require more than 45 days to accomplish, the Public Works Director may provide the School Owner with an extension of time to take Corrective Actions.

5. Any failure to comply with these conditions of approval shall render this Special Exception Use null and void.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the resolution.
2. Move that the Council deny the resolution.

Background: The Planning and Zoning Board recommended approval at the June 3, 2025, meeting. The Site Plan Review Committee (SPRC) recommended approval at their May 14, 2025, meeting.

Issues/Analysis: The applicant is requesting a special exception use (SEU) to allow a K-8 private school in the Commercial General (CG) zoning district. Section 158.124(C)(8) lists “Schools (public, private or parochial) or technical or vocational schools” as special exception uses that may be permitted only following the review and specific approval thereof by the City Council. The proposed application pertains specifically to the central portion of an existing free-standing building. The overall site encompasses approximately 44,320 square feet and is currently subdivided to accommodate three separate users. The proposed school will occupy approximately 14,450 square feet of this total area. The school will consist of 12 classrooms serving a maximum of 200 students from kindergarten through 8th grade. Each classroom will accommodate approximately 17 students, along with one teacher and one teacher’s aide. The school hours of operation will be from 7:00 a.m. to 5:30 p.m., with instructional hours scheduled from 8:30 a.m. to 3:30 p.m.

Financial Information: N/A

Special Consideration: Additionally, the project proposes the removal of existing parking spaces located on the north side of the building to accommodate the development of an outdoor playground. To address parking requirements, the applicant has submitted a shared parking agreement. A site plan amendment will be required to reflect these proposed changes.

Location of Project: Located approximately 0.3 miles south of SE Lyngate Drive on the west side of S US Highway 1.

Business Impact Statement: N/A

Attachments:

1. Resolution
2. Exhibit “A” Conceptual Site Plan
3. Staff Report
4. Cover Letter, Application, and SEU Question Responses
5. Conceptual Floor Plan
6. Warranty Deed
7. Agent Authorization Form - Phyls Academy Preschools, Inc.
8. Shared Parking Analysis

9. CRA Support Letter
10. Public Works Traffic Memo
11. Traffic Analysis
12. FDOT - Letter of No Objection
13. Recorded Easements
14. Staff Presentation

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

Internal Reference Number: 25141-14

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, GRANTING A SPECIAL EXCEPTION USE TO ALLOW A K-8 PRIVATE SCHOOL IN THE COMMERCIAL GENERAL (CG) ZONING DISTRICT PER SECTION 158.124(C)(8) OF THE CODE OF ORDINANCES FOR A PROJECT KNOWN AS DALTON LEARNING ACADEMY (P25-041); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has been requested by Austin Dingwall, AIA, on behalf of Dalton Learning Academy, Inc., Applicant, to grant a special exception to allow a K-8 private school in the Commercial General (CG) zoning district per Section 158.124(C)(8) of the Code of Ordinances of the City of Port St. Lucie and on property legally described as Parcel A of the Plat of Town Centre, according to the Plat thereof, as recording in Plat Book 25, Page 35, of the Public Records of St. Lucie County, Florida; and

WHEREAS, the subject application has been reviewed in accordance with Section 158.260 and meets the special exception use requirements as stipulated; and

WHEREAS, the Planning and Zoning Board held a public hearing on June 3, 2025, to review the special exception use application (P25-041) to determine the suitability of the proposed use at the Property and has submitted its recommendation to City Council; and

WHEREAS, the City Council held a public hearing on June 9, 2025, to consider the special exception use application (P25-041), advertising of the public hearing having been made; and

WHEREAS, the City Council has considered the special exception use application (P25-041) and, based on substantial and competent evidence, has determined that all of the criteria set forth in Section 158.260 have been met.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PORT ST. LUCIE, FLORIDA:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. Approval of Application for Special Exception Use. The application for a special exception use is hereby approved to an allow a K-8 private school in the Commercial General (CG) zoning district as set forth in Exhibit "A" Conceptual Site Plan attached hereto and is subject to the following conditions of approval:

1. This Special Exception Use shall be granted exclusively to the current applicant and shall terminate automatically upon cessation of the approved business operation by

the current Applicant. Any change in ownership, business entity, or discontinuation of the approved use shall render this Special Exception Use null and void; and

2. The shared parking agreement submitted as part of the application shall remain in full force and effect for the duration of the approved use. Any modification, amendment, or termination of the shared parking agreement shall require prior review and written approval by the City.
3. This Special Exception Use approval permits a maximum enrollment of 200 students, subject to compliance with Florida Statutes § 1003.03, which governs class size limits in accordance with the state constitutional amendment on public school classroom capacity.
4. If the site is found to be out of compliance with the Operational Management Plan included as part of the Traffic Analysis for this Special Exception Use, the school owner or its authorized agent ("School Owner") will have 45 days to:

   (a) amend the Operational Management Plan, in a manner acceptable to the City's Public Works Department, to mitigate traffic or stacking issues; or

   (b) enforce the Operational Management Plan to ensure mitigation of traffic or stacking concerns ("Corrective Actions").

   If the School Owner does not timely take Corrective Actions this Special Exception Use approval will expire. If the Public Work's Director determines that the School Owner is acting in good faith to resolve issues with the site and that the Corrective Actions will require more than 45 days to accomplish, the Public Work's Director may provide the School Owner with an extension of time to take Corrective Actions.
5. Any failure to comply with these conditions of approval shall render this Special Exception Use null and void.

Section 3. Conflict. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2025.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

By: _____
Richard Berrios, City Attorney

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CONCEPT SITE

SKETCH
SK2

Dalton Learning Academy

10011 S US Highway 1, Port St. Lucie, Florida
02/27/25

P25-041
PSLUSD Project # 11-211-00

Dingwall
Architecture
License No. AR 95675

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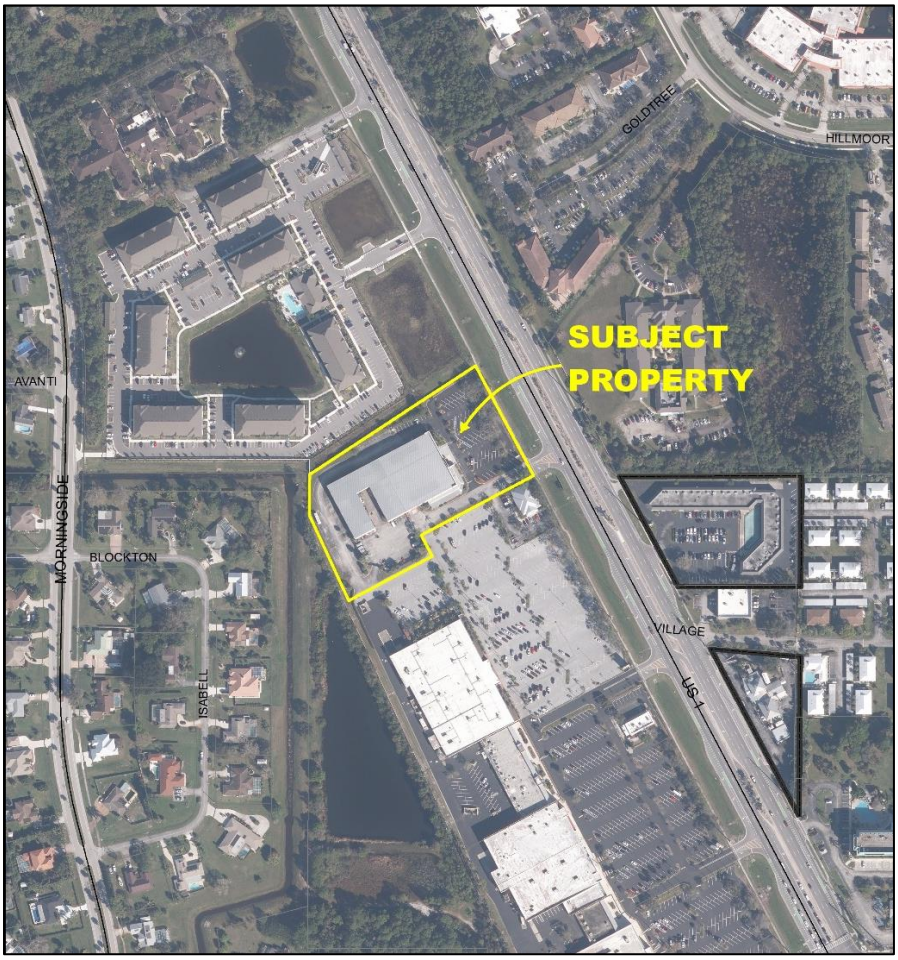
Dalton Learning Academy
Special Exception Use
P25-041



Project Aerial Map

SUMMARY

Applicant's Request:	The request is for approval of a Special Exception Use (SEU) to allow a K-8 private school within the Commercial General (CG) Zoning District per Section 158.124(C)(8) of the Zoning Ordinances.
Applicant:	Gail Dawkins, Dalton Learning Center, Inc.
Agent:	Austin Dingwall, AIA, Austin Dingwall Architecture, PLLC
Property Owner:	Phyl's Academy Preschools, Inc.
Location:	Located approximately 0.3 miles south of SE Lyngate Drive on the west side of S US Highway 1
Address:	10011 S US Highway 1
Project Planner:	Bethany Grubbs, Senior Planner

Project Description

The applicant is requesting a special exception use (SEU) to allow a K-8 private school in the Commercial General (CG) zoning district. Section 158.124(C)(8) lists *"Schools (public, private or parochial) or technical or vocational schools"* as special exception uses that may be permitted only following the review and specific approval thereof by the City Council.

The proposed application pertains specifically to the central portion of an existing free-standing building. The overall site encompasses approximately 44,320 square feet and is currently subdivided to accommodate three separate users. The proposed school will occupy approximately 14,450 square feet of this total area. It will include 12 classrooms serving students from kindergarten through 8th grade, with a total enrollment of up to 200 students in accordance with the capacity requirements established by the Florida State Statutes. The school hours of operation will be from 7:00 a.m. to 5:30 p.m., with instructional hours scheduled from 8:30 a.m. to 3:30 p.m.

Additionally, the project proposes the removal of existing parking spaces located on the north side of the building to accommodate the development of an outdoor playground. To address parking requirements, the applicant has submitted a shared parking agreement. A site plan amendment will be required to reflect these proposed changes.

Public Notice Requirements

Notice of this request for a Special Exception Use was mailed on May 23, 2025, to owners of property within a 750-foot radius of the subject property.

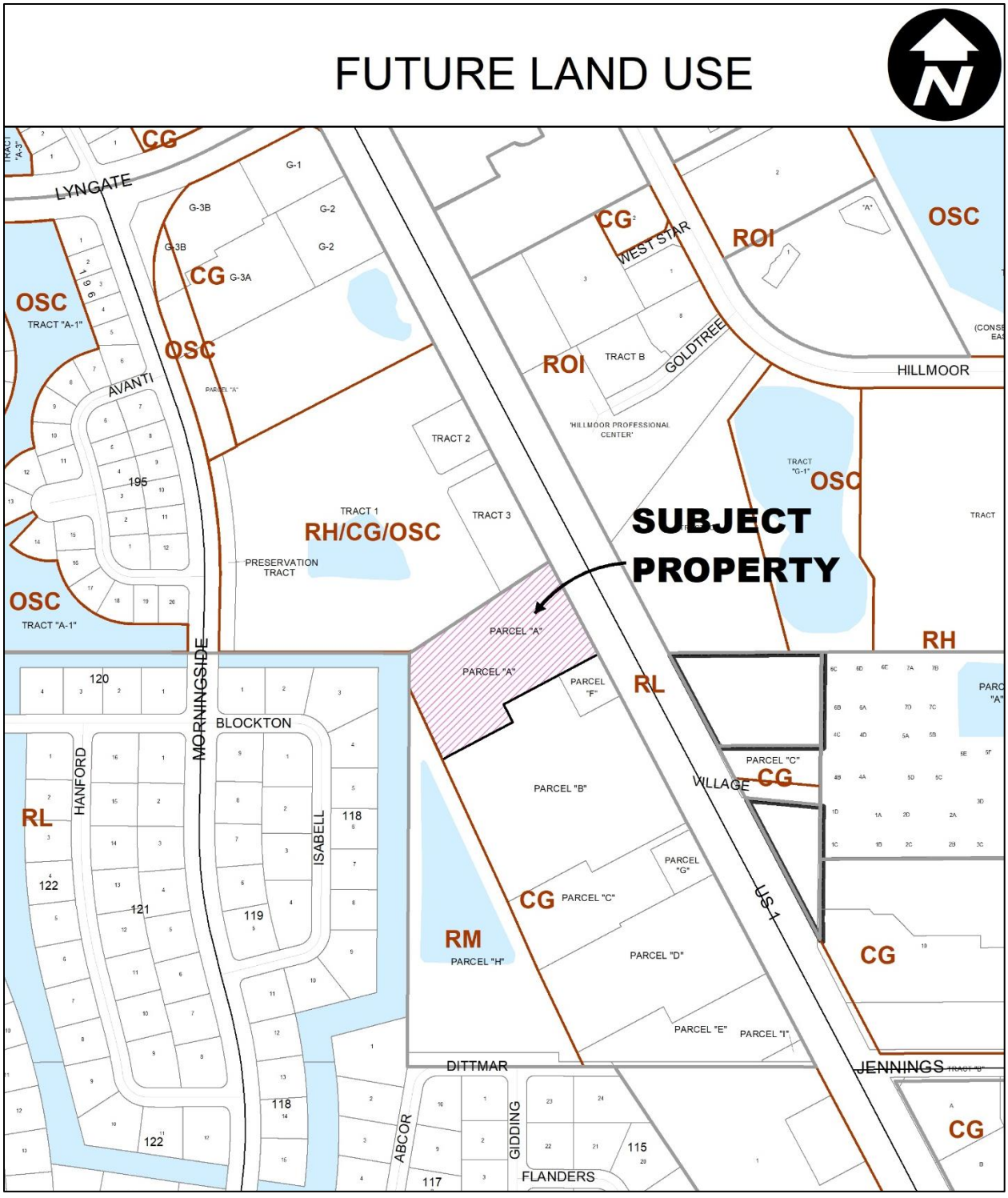
Location and Site Information

Parcel Number:	4401-701-0001-000-2
Property Size:	4.5 acres
Legal Description:	Town Centre Parcel A (OR Book 25, Page 35)
Future Land Use:	CG (General Commercial)
Existing Zoning:	CG (General Commercial)
Existing Use:	Multi-tenant commercial building

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	RH/CG/OSC	CG, PUD	Apartments and Vacant Commercial
South	CG, RM	CG, RM-11	Shopping Center
East	RL, ROI	RS-2, I, P	6-Lane Divided Highway, Nursing and Rehabilitation Center
West	RM, RL	RM-11, RS-1	Single-Family Residences and a Retention Pond

RH/CG/OSC-High Density Residential/General Commercial/Open Space Conservation, CG-Commercial General, PUD-Planned Unit Development, RM-Medium Density Residential, RM-11- Multi Family Residential, RL-Low Density Residential, ROI-Residential, Office, Institutional, RS-2-Single-Family Residential, I-Institutional, P-Professional, RS-1-Single Family Residential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SUBJECT PROPERTY
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AVANTI
MORNINGSIDE
BLOCKTON
HANFORD
ISABELL
DITTMAR
ABCOR
GIDDING
FLANDERS
JENNINGS
WEST STAR
GOLDTREE
HILLMOOR
VILLAGE
US-1
TRACT 1
TRACT 2
TRACT 3
TRACT B
PRESERVATION TRACT
'HILLMOOR PROFESSIONAL CENTER'
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CG G-3A
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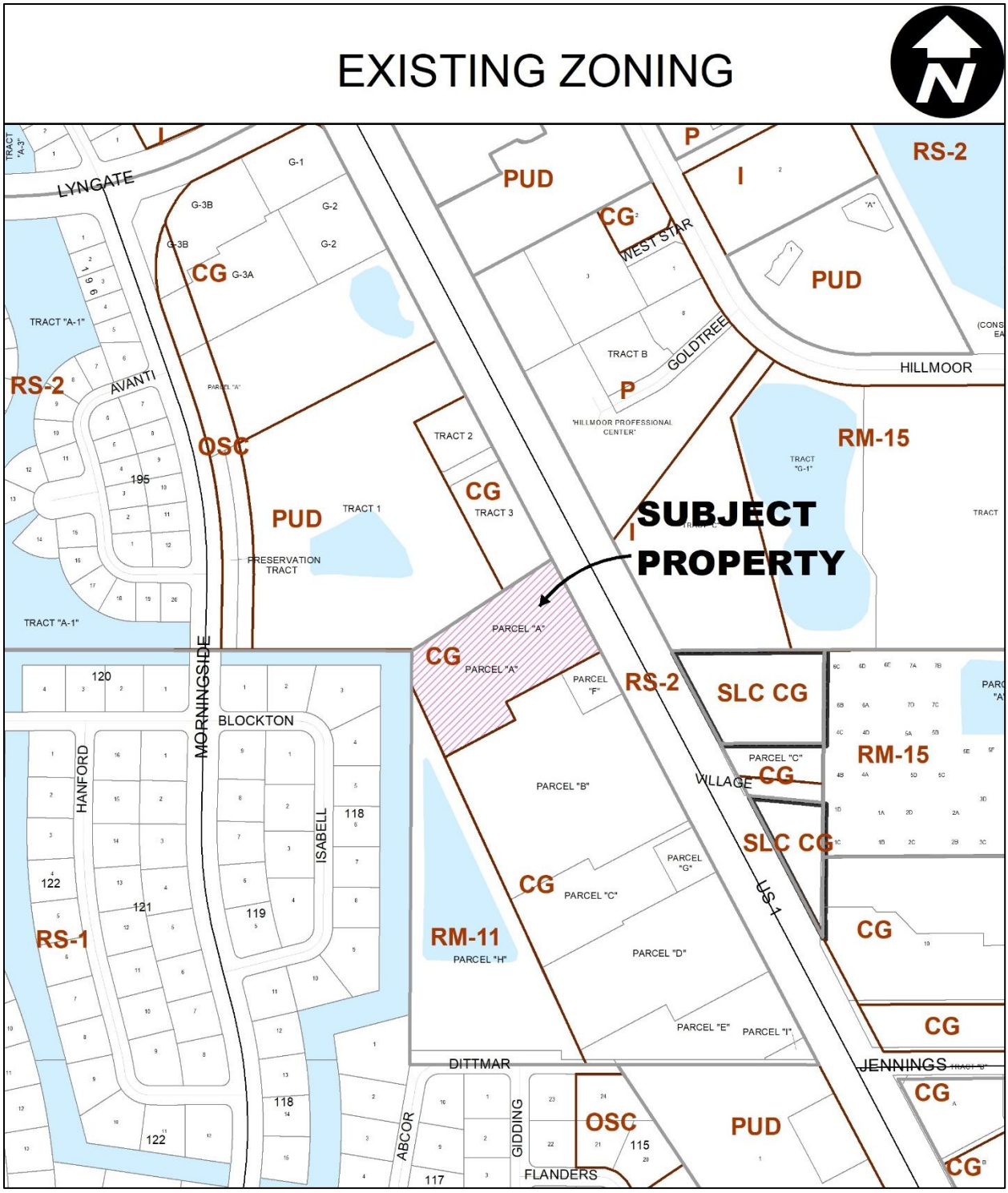
Land Use Map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TRACT 3
PRESERVATION TRACT
TRACT B
TRACT "A-1"
TRACT "G-1"
'HILLMOOR PROFESSIONAL CENTER'
G-1
G-2
G-3A
G-3B

Zoning Map

PROJECT ANALYSIS

Special exceptions are uses that would only be allowed under certain conditions and are reviewed to be compatible with the existing neighborhood. Approval of a special exception application shall only be granted by the City Council if it meets the criteria established under Section 158.260 (A) through (L) as noted below. The applicant's response to the criteria is attached. Staff's review is provided below.

Evaluation of Special Exception Criteria (Section 158.260)

(A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.

- Staff findings: The property is located within an existing shopping center site that includes multiple commercial outparcels. At the time of the Town Centre site plan approval, it was demonstrated that the site has adequate ingress and egress for vehicles and pedestrian circulation. The Town Centre shopping center is located on South US Highway 1 and has multiple access points and cross-connections, which allows for adequate internal circulation and traffic flow. The applicant indicates

(B) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.

- Staff findings: Adequate off-street parking and loading areas are provided without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties. The use requires 22 parking spaces. Currently, the site includes a total of 1,715 off-street parking stalls—comprised of 1,645 regular spaces and 70 handicapped spaces. As part of the proposed development, 52 of the existing 182 parking spaces on the subject property will be removed to accommodate a playground and a designated student drop-off/pick-up "Safe Zone" for the planned private school. At full capacity, the school will serve up to 200 students across 12 classrooms.

  There are currently a total of 1,645 off-street regular parking stalls plus a total of 70 handicapped parking spaces provided on the site (total 1,715 spaces). A total of 52 parking spaces are currently planned to be removed from the subject property (from existing 182 spaces), to be dedicated to a playground and creation of student drop-off/Pick-up "Safe Zone" for the proposed private school which at full capacity will be serving a maximum of 200 students in 12 classrooms. Despite the reduction, the overall parking supply in the Town Centre remains more than sufficient. With a total of 1,715 spaces, there is a significant surplus relative to peak demand, which is estimated at 376 spaces on weekdays (12:00–1:00 PM) and 359 spaces on weekends (12:00–1:00 PM). Therefore, the existing parking infrastructure is more than adequate to meet the needs of all users at all times.

(C) Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

- Staff findings: Adequate utilities are available to service the development.

(D) Adequate screening or buffering. Additional buffering beyond that which is required by the code may be required in order to protect and provide compatibility with adjoining properties.

- Staff findings: No additional buffering is required. The site's approved landscape plan provides adequate perimeter landscaping.

(E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

- Staff findings: the request will not change any existing requirements pertaining to exterior lighting and signage. Any future individual tenant sign shall be permitted through a separate application.

(F) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

- Staff findings: Yard setbacks and open space were previously addressed with the original site plan. No changes to the existing yards and open space are being requested.

(G) The use as proposed will be in conformance with all stated provisions and requirements of this chapter.

- Staff findings: The proposed Special Exception Use is permitted as defined by Section 158.124(C)(8)-CG (General Commercial) Zoning District and shall conform to all provisions of the City's Zoning Code.

(H) Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the City.

- Staff findings: By adhering to City Codes and Regulations, the establishment and operation of the proposed use is not anticipated to impair the health, safety, welfare, or convenience of residents and workers in the City.

(I) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

- Staff findings: The facility is not expected to generate noise that would constitute a nuisance. The day-to-day activities occur indoors, with limited time on the outside playground in small, supervised groups.

(J) The use as proposed for development will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

- Staff findings: The proposed school use will be compatible with the existing and permitted uses of adjacent properties. The school will occupy a portion of an existing free-standing building that is currently shared by three users, preserving the overall scale and character of the structure. No changes are proposed to the building's height or footprint. The only addition will be an accessory outdoor playground, which will be located within an area that is already fenced in.

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

- Staff findings: Acknowledged.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

- Staff findings: Acknowledged.

PLANNING AND ZONING BOARD ACTION OPTIONS

If the Board finds that the special exception use application is consistent with the criteria as listed in Section 158.260 (A) through (L) of the City code, then the Board may:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions

If approved, staff recommends the following conditions of approval:

1. **This Special Exception Use shall be granted exclusively to the current applicant and shall terminate automatically upon cessation of the approved business operation by the current Applicant. Any change in ownership, business entity, or discontinuation of the approved use shall render this Special Exception Use null and void; and**
2. **The shared parking agreement submitted as part of the application shall remain in full force and effect for the duration of the approved use. Any modification, amendment, or termination of the shared parking agreement shall require prior review and written approval by the City.**
3. **This Special Exception Use approval permits a maximum enrollment of 200 students, subject to compliance with Florida Statutes § 1003.03, which governs class size limits in accordance with the state constitutional amendment on public school classroom capacity.**
4. **All traffic concerns and comments must be resolved to the satisfaction of the city prior to this project being heard at a City Council meeting.**
5. **Any failure to comply with these conditions of approval shall render this Special Exception Use null and void.**

If the board finds that the special exception use application is inconsistent with the criteria as listed in Section 158.260 (A) through (L) of the City code, then the Board may:

- Motion to recommend denial to the City Council

Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

City of Port St. Lucie
Planning & Zoning Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
(772) 871-5213

Special Exception Use for Dalton Learning Academy
Parcel ID #4401-701-0001-000-2
10011 US Highway 1
Port St. Lucie, FL 34952

To whom it may concern,

The purpose of this application is to receive permission to change the use of the current space from CG (General Commercial) to Institutional (Private School). This space was most recently used for mercantile as a Salvation Army store and warehouse.

Dalton Learning Academy is currently K – 6th grade and it's growing too large for its space at its current location, 2655 SW Port St Lucie Blvd. Moving to this location will allow for Dalton's continued growth and much needed additional classrooms in the ever-growing Port St. Lucie/Fort Pierce communities. This space fits the need perfectly as it allows the school to move in and not disturb or disrupt the current flow of traffic in the area. There is abundant parking and easy maneuverability for drop-off and pick-ups in the morning and afternoon. There will be 11 total classrooms serving grades from kindergarten through the 8th grade. There will be about 20 students, a teacher and teacher's aide in each classroom. The hours of operation are from 7am – 5:30pm (actual class time is 8:30am – 3:30pm). This allows for drop-offs and pick-ups to be distributed a bit more evenly through the morning and afternoons, alleviating congestion at peak times. The adjacent church's hours of operation do not coincide with the school, so there's even less of a chance of traffic being backed up back into Route 1.

We strongly feel that this project will be welcomed in the community as it addresses a need in our area, while at the same time not being disruptive to the existing occupants, City Church, and neighboring buildings. We hope by reviewing this application you feel the same way.

Sincerely,

Austin Dingwall, AIA
Dingwall Architecture

FOR SPECIAL EXCEPTION USE APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port ST. Lucie Blvd.
Port St. Lucie, Florida 34984
(772)871-5213

FOR OFFICE USE ONLY

Planning Dept._____
Fee (Nonrefundable)$_____
Receipt #_____

Refer to "Fee Schedule" for application fee. Make check payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to being scheduled for the Site Plan Review Committee meeting or advertising for the Planning and Zoning Board meeting. **Attach two copies of proof of ownership (e.g., warranty deed, affidavit), lease agreement (where applicable), approved Concept Plan or Approved Site Plan, and a statement addressing each of the attached criteria.**

PRIMARY CONTACT EMAIL ADDRESS: mcneil@dingwallarchitecture.com

PROPERTY OWNER:

Name: 10011 S US Highway Ventures LLC

Address: 2100 SE Ocean Blvd, Suite 100, Stuart, FL 34996

Telephone No.: (772) 260-1655 Email JClary@commercialrealestatellc.com

APPLICANT (IF OTHER THAN OWNER, ATTACH AUTHORIZATION TO ACT AS AGENT):

Name: Austin Dingwall

Address: 1701 Highway A1A, Suite 105, Vero Beach, FL 32963

Telephone No.: (772) 742-3003 Email austin@dingwallarchitecture.com

SUBJECT PROPERTY:

Legal Description: Town Centre Parcel A (4.50 ac)

Parcel I.D Number: 4401-701-0001-000-2

Address: 10011 S US Highway 1, Port St Lucie, FL 34952 Bays: _____

Development Name: Town Centre (Attach Sketch and/or Survey)

Gross Leasable Area (sq. ft.): 14,450 sq. ft. Assembly Area (sq. ft.): 5,400 sq. ft.

Current Zoning Classification: Commercial General SEU Requested: Yes

Please state, as detailed as possible, reasons for requesting proposed SEU (continue on separate sheet, if necessary):

Dalton Learning Academy has outgrown it's current space. Due to the need for more schools in the Port St. Lucie area, they are leasing about half the building at the Town Centre Parcel A. The plan is to create an additional campus for K-8th grade students. They are creating a tenant fit-out of nine (9) new 600 SF classrooms in addition to the two existing classrooms in the space. Each classroom will have about 20 students, one teacher and a teacher's aid.

Signature of Applicant | AUSTIN DINGWALL Hand Print Name | 2/27/25 Date

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted. 02/26/20

SPECIAL EXCEPTION USES

The Planning and Zoning Board, and Zoning Administrator, may authorize the special exception use from the provisions of § 158.260. In order to authorize any special exception use from the terms of this chapter, the Planning and Zoning Board, or Zoning Administrator, will consider the special exception criteria in § 158.260 and consider your responses to the following when making a determination.

(A) Please explain how adequate ingress and egress will be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control, and access in case of fire or other emergency.

The property is off US 1 South between SE Lyngate Dr and SE port St Lucie Blvd. It currently has adequate space for drop-off and pick-up which starts at 7am-8:30am and ends at 3:30pm-5:30pm. This large window of time to drop-off and pick-up alleviates a lot the possible crowding at the beginning and ending of the school day. We're also directing the cars to travel along the length of the property for pick-up and drop-off further alleviating the possibility of traffic backing up into Route 1.

(B) Please explain how adequate off-street parking and loading areas will be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

The property currently has well over 130 parking spaces so off-street parking will not be an issue. The church sharing the building will not be in use, except for a few staff members, during the school's operating hours. The parking area has existing tree buffers from the street and we don't anticipate any detrimental effects on the neighboring properties.

(C) Please explain how adequate and properly located utilities will be available or will be reasonably provided to serve the proposed development.

The building currently has utilities fully functional. We will be employing engineers to determine whether or not the current mechanical and electrical loads need to be upgraded in order to serve our proposed project.

(D) Please explain how additional buffering and screening, beyond that which is required by the code, will be required in order to protect and provide compatibility with adjoining properties.

We do not feel any additional buffering or screening will be required for this project.

(E) Please explain how signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

We will propose additional lighting and a sign above the entry at the drop-off/pick-up area. The proposed sign and lights will be sensitive to the area and not disturb the neighboring properties. No additional lighting will be required at the parking areas.

(F) Please explain how yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

Not applicable

(G) Please explain how the use, as proposed, will be in conformance with all stated provisions and requirements of the City's Land Development Regulation.

Not applicable

(H) Please explain how establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city.

Not applicable

(I) Please explain how the proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

The hours of operation for the school is from 7am - 5:30pm. This large window of time allows kids to be dropped off before morning rush hour and be picked up before the afternoon rush hour. We're also directing the cars to travel along the length of the property for pick-up and drop-off further alleviating the possibility of traffic backing up into Route 1. Currently, about 30% of the students are bussed in via a private transportation company and we anticipate that number to remain the same at this new location.

(J) Please explain how the use, as proposed for development, will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

This proposed development will not impact the adjacent buildings. There will be no change to exterior of the building. We are proposing the parking area, directly south of the current covered parking area, be converted to a playground. This proposed playground will be over 200ft away from the nearest adjacent building and will not be a disturbance.

Signature of Applicant	AUSTIN DINGWALL Hand Print Name	2/27/25 Date

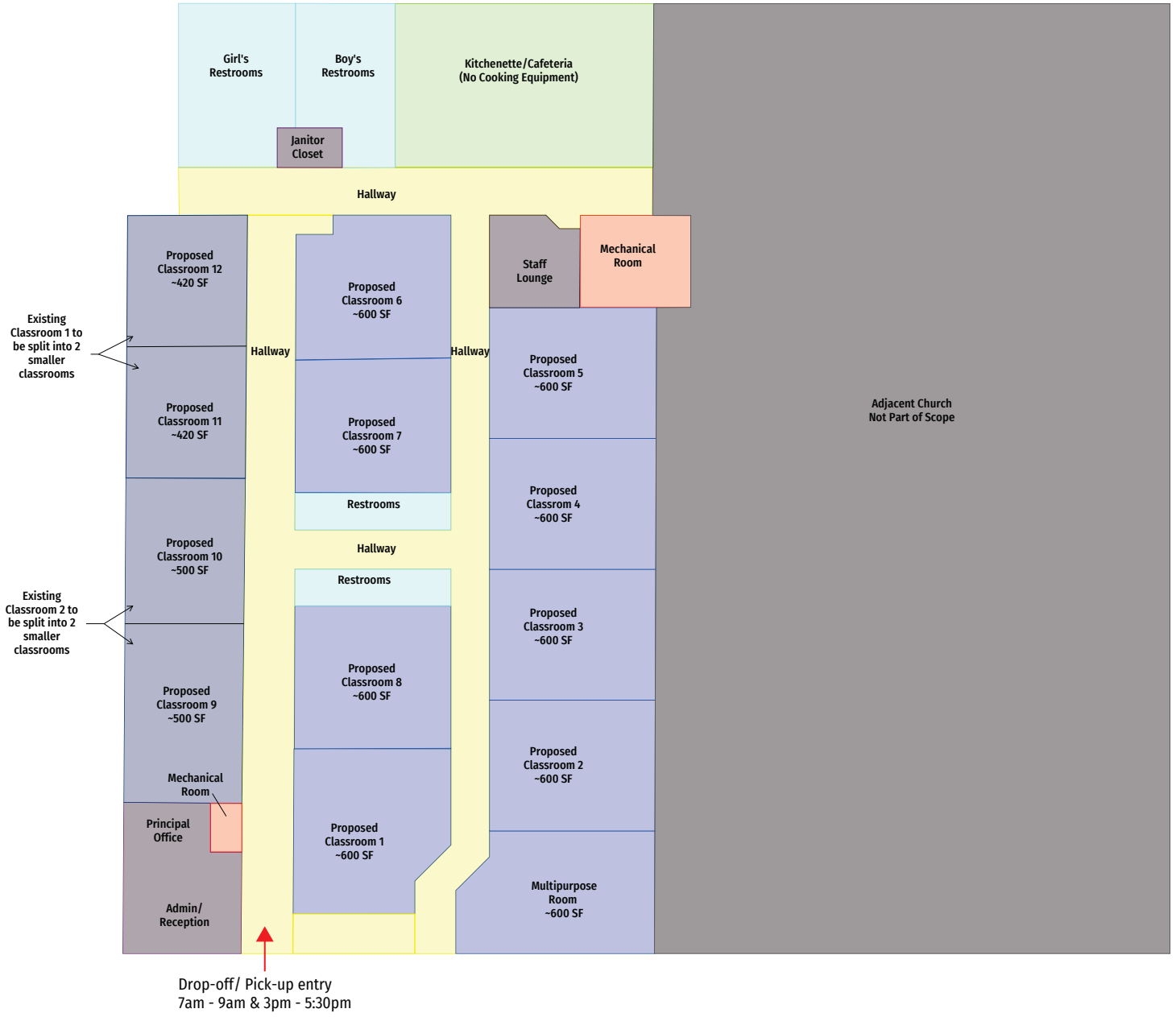
PLEASE NOTE:

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

CONCEPT FLOOR

Dalton Learning Academy
Proposed Total Leased Area - 13,650 SF
Proposed Total New Classrooms - 5,250 SF



SKETCH
SK3

Dalton Learning Academy

10011 S US Highway 1, Port St. Lucie, Florida
02/27/25

Dingwall Architecture
License No. AR 95675

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MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5462816 OR BOOK 5292 PAGE 1965, Recorded 04/03/2025 04:33:25 PM Doc Tax: $42000.00

Prepared by and return to:
Kelli Ann
Liberty Title Company of America
1800 SE Port St Lucie Blvd
Port St. Lucie, FL 34952
(772) 335-7474
File No SL-25-027

Parcel Identification No 4401-701-0001-000-2

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 28 **day of March, 2025** between **10011 S US Highway Ventures LLC, a Florida Limited Liability Company**, whose post office address is **2100 Southeast Ocean Boulevard, Ste 100, Stuart, FL 34996**, of the County of Martin, State of Florida, Grantor, to **Phyl's Academy Preschools, Inc., a Florida Corporation**, whose post office address is **7205 Royal Palm Boulevard, Margate, FL 33063,** of the County of Broward, State of Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie, Florida, to-wit:

A parcel of land lying in Section 1, Township 37 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

Begin at the point of intersection of the East line of the Plat of South Port St. Lucie Unit Four, as recorded in Plat Book 13, Page 11-B, Public Records of St. Lucie County, Florida, also being the East line of the Southwest One-Quarter (1/4) of the Southwest One-Quarter (1/4) of said Section 1 and the South line of the Plat of South Port St. Lucie Unit Fifteen, as recorded in Plat Book 16, Page 42-F, Public Records of St. Lucie County, Florida, also being the South line of the Northeast One-Quarter (1/4) of the Southwest One-Quarter (1/4) of said Section 1, said Point of Intersection being the Southwest corner of the Northeast One-Quarter (1/4) of the Southwest One-Quarter (1/4) of said Section 1; thence North 56°45'42" East 536.97 feet to the Point of Intersection with the Westerly Right-of-Way line of U.S. Highway No.1 (State Road No. 5); thence South 27°53'44" East along said Westerly Right-of-Way line, 336.20 feet, thence South 62°06'16" West 344.00 feet; thence South 27°53'44" East 64.89 feet; thence South 62°06'16" West 256.08 feet thence North 24°43'49" West 255.51 feet to the Point of Intersection with said Easterly line of said Plat of South Port St. Lucie Unit Four; thence North 00°14'29" East, along said Easterly line of said Plat of South Port St. Lucie Unit Four, a distance of 108.83 feet to the Point of Beginning.

Said Parcel also described as follows:

Parcel A, of the Plat of Town Centre, according to the Plat thereof, as recorded in Plat Book 25, Page 35, of the Public Records of St. Lucie County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

10011 S US Highway Ventures LLC, a Florida Limited Liability Company

By: _____
Jeremiah Baron, Manager

By: _____
Giuseppe Gambina, Manager

_____
WITNESS
PRINT NAME: James M Clary III

_____
WITNESS
PRINT NAME: Jamison Weeks

2100 SE Ocean Blvd #100
Stuart, FL 34996
WITNESS 1 ADDRESS

2100 SE Ocean Blvd. #100
Stuart FL 34996
WITNESS 2 ADDRESS

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 28 day of March, 2025 by Jeremiah Baron and Giuseppe Gambina, Managers of 10011 S US Highway Ventures LLC, a FL Limited Liability Company, on behalf of the company, who is/are (✓) personally known to me or who ( ) has/have produced _____ as identification.

_____
Signature of Notary Public

_____
Print, Type/Stamp Name of Notary

JAMES M. CLARY III
MY COMMISSION # HH 254661
EXPIRES: August 13, 2026

AUTHORIZATION TO ACT AS AGENT

Date: 5/29/2025

RE: 10071 S Federal Highway
Port St Lucie

Phyls Academy Pre Schools Inc
I, Curtis Baptiste V.P., as owner/agent, do hereby authorize
Autin Dingwall to act as its agent relative
to the above referenced project.

Signature | VP Phyls Academy Preschools Inc Title | 5/29/2025 Date

Print Name

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, __(year), by _____ (name of person acknowledging), who is personally known to me or has produced _____(type of identification) as identification.

Additionally, the notarial certificate for an affidavit to be recorded should read substantially as follows:

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, __(year), by _____ (name of person making statement), who is personally known to me or has produced _____(type of identification) as identification.

The phrase **"by means of ☐ physical presence or ☐ online notarization"** must be similarly included in each notarial certificate set forth in Sections 117.05(13) and 695.25, F.S. Failure to include this phrase on and after January 1, 2020, may result in a document not being entitled to be recorded.

Town Centre

Port St. Lucie, FL

Shared Parking Analysis

Prepared For:

10011 S US1 Ventures LLC

May 2025

Masoud Atefi & Associates Inc.

City Centre
Shared Parking Analysis
Port St. Lucie, Florida

May 2025
Revised May 2025

Prepared for:

10011 S US1 Ventures LLC

Prepared by:
Masoud Atefi & Associates Inc.
Florida Board of PE License # 34237
1263 SE Illusion Isle Way
Stuart, Florida 34997
Phone: (561) 329-9490

ali atefi
Digitally signed by ali atefi
Date: 2025.05.19 15:40:42 -04'00'

Ali Atefi, P.E.
Florida Registration Number 43854
15912 Stable Run Dr.
Spring Hill, Florida 34610

This item has been electronically signed and sealed by Ali Atefi, P.E. on the time and date stamp using the digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

INTRODUCTION

Masoud Atefi & Associates Inc., have been retained to conduct a Shared Parking Analysis for a Retail Center entitled “City Centre” located on west side of Federal Highway (US-1), about 1.4 miles north of SE Port St, Lucie Boulevard, in City of Port St. Lucie, Florida. See Figure-1 (next page) for the general location of the site. This report has been prepared in conjunction with the City of Port St. Lucie guidelines provided in the City Code of Ordinances.

Existing Buildings & Land Use Locations

There are currently a total of 15 buildings within the City Centre comprising of mixed land uses as illustrated on Figure-2 (next pages). Total building area in the Centre is over 340,000 SF and it includes mixed uses of retail, office, restaurants, a church, and a proposed private school which will replace an existing daycare for special needs children. Below is a summary and total areas of existing uses on the site:

- Office (General) – 65,840 SF
- Medical Office – 26,412 SF
- Retail – 170,336 SF
- Restaurant (FF, HT) – 6,938 SF
- School (Proposed for Max 250 Students, 11 Classrooms) – 13,925 SF
- Church – 14,168 SF, 8,000 SF Assembly Area
- Warehouse – 16,282 SF
- Fitness Center – 26,160 SF

It should be noted that City Centre was originally approved for a total of 417,454 SF of mixed office and retail uses. However, several parcels within the PUD remain unbuilt.

Existing Site Off-Street Parking Lot Locations

There are currently a total of 18 separate parking lots within the Centre. Figure-3 on the next pages provides an illustration of the locations of the off-street parking lots on the site.

Figure 1 – Site Location

Figure 2 – Town Centre Buildings

Town Centre – Shared Parking Analysis

Figure 3 – Town Centre Off-Street Parking Spaces

Town Centre – Shared Parking Analysis

Existing Site Off-Street Site Parking Supply

There are currently a total of 1,645 off-street regular parking stalls plus a total of 70 Handicapped parking spaces provide on the site (total 1,715 spaces). A total of 52 parking spaces are currently planned to be removed from lot #10 (from existing 182 spaces), to be dedicated to a playground and creation of student drop-off/Pick-up "safe Zone" for the proposed private school which at full capacity will be serving a maximum of 250 students in 11 classrooms.

Table-1 below provides an inventory of the number of existing parking spaces in each of the 18 parking lots.

Table-1 Existing Parking Supply

	Existing Parking Supply (stalls)	
Parking Lot #	**Regular**	**Handicapped**
1	67	7
2	25	0
3	78	6
4	56	2
5	178	13
6	166	7
7	187	11
8	67	0
9	380	12
10*	176	6
11	18	0
12	36	0
13	11	0
14	37	0
15	57	1
16	17	1
17	27	2
18	17	2
Total	**1645**	**70**

* 52 parking spaces to be removed due to Dalton Academy Playground and Safe Pick-up/Drop=off Zone

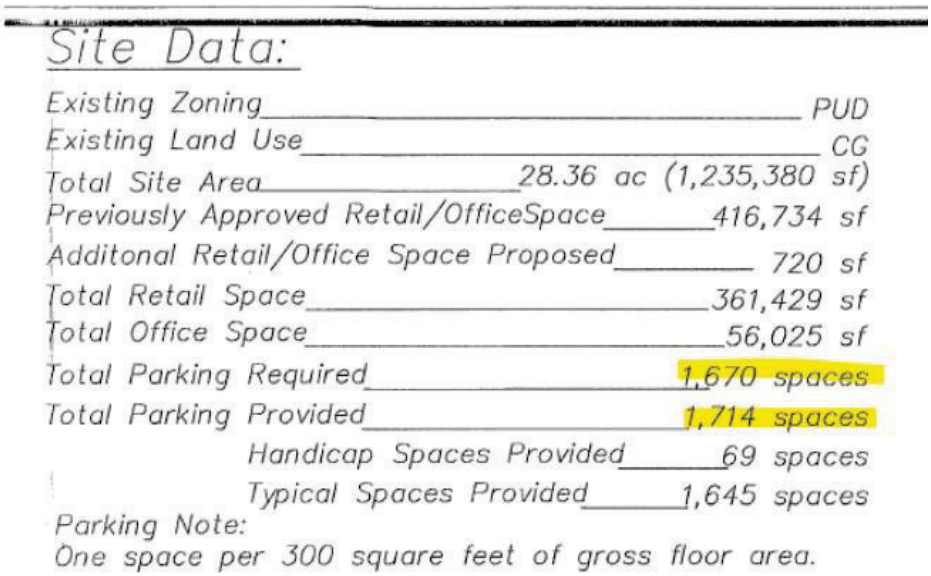
Indicated on Table-1, there are currently 1,645 Regular Parking Stalls and 70 Handicapped parking spaces provided on the site. Also, as indicated earlier, the site parking inventory is expected to be reduced by a total of 52 spaces due to the newly proposed school traffic circulation plan and construction of the school playground.

City Centre Off-Street Parking Requirement

Parking requirements for the variety of uses within City Centre was determined using City of Port St. Lucie Coed of Ordinances # 158,221 (C). Table-2 (next page) provides calculations of the required parking spaces for each land use currently operational, planned, or being advertised to be leased. Square footage and land uses of all buildings are indicated on the table.

Note the following on the parking requirement analysis:

- No parking requirement rate is provided in the City Ordinance for Churches, and there are no similar land use rates to church which is only operational during Sunday services is provided in the City codes, therefore the globally accepted rate of 1 parking space for each 150 sf of Church Assembly area was used.
- Existing City Church of Treasure Coast is part of a proposed re-development plan which involves dedication of some of the existing church area to Dalton Learning Academy.
- The proposed Dalton Learning Academy includes a total of 11 classrooms.
- No parking reduction rate was applied to the parking requirement as allowed per the City Ordinance.
- No reduction was applied to restaurants, school, warehouse, and church uses.
- Previously approved “Site Data” for City Centre (see next page) indicates that a rate of 1 parking space for each 300 SF of Retail or Office space was used to determine number of required parking. In the analysis herein, we have used the updated parking requirements rates as presented in the City Ordinance.
- There are several unbuild parcels remaining within City Centre from the original approval.



Site Data:

Existing Zoning	PUD
Existing Land Use	CG
Total Site Area	28.36 ac (1,235,380 sf)
Previously Approved Retail/OfficeSpace	416,734 sf
Additonal Retail/Office Space Proposed	720 sf
Total Retail Space	361,429 sf
Total Office Space	56,025 sf
Total Parking Required	1,670 spaces
Total Parking Provided	1,714 spaces
Handicap Spaces Provided	69 spaces
Typical Spaces Provided	1,645 spaces

Parking Note:
One space per 300 square feet of gross floor area.

Table-2 (on the next page) titled “Existing plus Proposed Uses Parking Requirements provides the following:

- Listing of all existing, proposed, and for lease buildings on Centre.
- Existing and proposed land uses.
- Total area for each building.
- Parking requirement rates for each building.
- Calculations for parking spaces required for each land use and the total parking requirement for the City Centre PUD.

As indicated on Table-2, a total of 1,615 parking spaces are required for the total of 416,734 SF of Buildings which have been constructed, planned, for lease, or approved and unbuilt within the site. Again, note that the original plan approval for the whole PUD was 416,734 SF, leaving 76,673 SF of previously approved unbuilt building. Also note that in determination of the site required parking spaces the unbuilt portion of the original approval plan was also included as general retail uses.

Table-2 , Existing, Proposed & Unbuilt Uses Parking Requirements

Building Description	Bldg #	Use	Area (SF)	Pkg Code/SF*	# Parking spaces Required
Neurology Internal	1	Medical Office	20,312	1/250 SF	81
Habital Restore	2	Retail	11,000	1/250 SF	44
Cosno Prof, Fruits From Heaven,..	3	Retail Strip	7,750	1/250 SF	31
Planes Dental	3	Medical Office	2,250	1/250 SF	9
Planet Fitness	4	Fitness Center	26,160	3/1000 SF	79
Beals	5	Retail	62,200	1/250 SF	249
T-Mobile, Rent a Center...	6	Retail	10,800	1/250 SF	43
dd's Discounts	7	Retail	52,500	1/250 SF	210
Salon Centric	8	Retail	16,800	1/250 SF	67
For Lease	9	Office	65,840	1/250 SF	263
Perkins Medical Supply	10	Retail	3,456	1/250 SF	14
Verizon	11	Retail	5,830	1/250 SF	23
Denny's	12	HT Restaurant	4,200	1/75 SF	56
Arby's	13	FF Restaurant +DT	2,738	1/200 SF	14
Retina Specialists	14	Medical Office	3,850	1/250 SF	15
City Church of Treasure Coast	15	Church	14,168	1/150 SF**	54
Salvation Army	15	Warehouse/storage	16,282	1/500 SF	33
Dalton Learning Academy***	15	Private School k12	13,925	2/Classroom	22
Unbuilt Retail	N/A	Retail	76,673	1/250 SF	307
		Total Area (SF)	**416,734**	**Total**	**1615**

* City of Port St. Lucie, Code of Ordinances, Code #158-221

** Per Church 8000 SF Assembly area

*** Proposed with 11 Classrooms

SHARED PARKING ANALYSIS

Shared parking analysis is generally conducted for mixed use developments which comprise of land uses with peak parking demands during different hours of the day. In the case of the City Centre the mix of land uses are very favorable for parking to be shared between different uses with vast differences in daily and peak hour parking demands. The analysis included review of both weekday and weekend conditions. Important to note the church operates only on Sundays, while the private school is fully closed on Weekends. Also, for Weekend parking demand a conservative approach was taken in using the peak hours of parking demand during Saturday or Sunday, whichever produces the higher demand. The hourly demand rates were taken from ITE Trip Generation Manual, 3rd Edition. See the report Appendix for hourly parking demand rates for each of the land uses on the site.

Weekday and Weekend shared parking analysis are presented in Table using the City of Delray Beach specifications presented on Tables 3 and 4 (next pages), respectively. Results of the shared parking analysis indicates that the peak parking demand during Weekdays is 376 parking spaces (depicted in color red), which occurs between 12-1:00 pm. Furthermore, the peak parking demand during Weekends is 359 parking spaces (depicted in color red), also occurring between the hours of 12-1:00 pm.

With a total parking supply of 1,715 spaces (1,645 Regular and 70 Handicapped spaces) in City Centre, it is concluded that there are far too many spaces to satisfy parking demand during all hours on Weekdays and Weekends, even if 52 spaces are removed at the City Church/Dalton Academy site.

Table 3 - Weekday Shared Parking Analysis - City Centre, Port St. Lucie

	Weekday Hourly Parking Demand																		
	General Office		**Medical Office**		**Retail**		**HT Restaurant**		**FF Restaurant WDT**		**Warehouse**		**Fitness Center**		**Church**		**School**		Total Hourly Demand
Time of Day	Util	Spaces	Util	Spaces	Util	Spaces	Util	Spaces	Util	Spaces	Util	Spaces	Util	Spaces	Util	Spaces	Util	Spaces	
6:00 AM	6%	4	0%	0	0%	0	24%	1	0%	0	0%	0	0%	0			0%	0	5
7:00 AM	56%	37	15%	4	5%	12	42%	2	35%	1	55%	9	10%	3			5%	1	69
8:00 AM	86%	57	49%	13	18%	44	54%	2	41%	1	71%	12	45%	12			23%	5	146
9:00 AM	97%	64	84%	22	38%	94	73%	3	36%	1	92%	15	55%	14			100%	22	235
10:00 AM	100%	66	100%	26	53%	131	81%	3	36%	1	100%	16	86%	22			100%	22	288
11:00 AM	98%	65	100%	26	86%	212	100%	4	78%	2	99%	16	71%	19			85%	19	363
12 Noon	87%	57	88%	23	100%	247	100%	4	100%	3	88%	14	53%	14			62%	14	**376**
1:00 PM	75%	49	79%	21	98%	242	100%	4	88%	2	71%	12	49%	13			80%	18	361
2:00 PM	84%	55	86%	23	91%	225	51%	2	86%	2	65%	11	42%	11			44%	10	339
3:00 PM	87%	57	96%	25	86%	212	40%	2	56%	2	52%	8	49%	13			24%	5	325
4:00 PM	75%	49	91%	24	81%	200	40%	2	52%	1	33%	5	76%	20			0%	0	302
5:00 PM	43%	28	72%	19	57%	141	79%	3	61%	2	30%	5	88%	23			0%	0	221
6:00 PM	18%	12	15%	4	69%	170	81%	3	69%	2	12%	2	100%	26			0%	0	220
7:00 PM	0%	0	0%	0	82%	203	62%	3	63%	2	0%	0	77%	20			0%	0	227
8:00 PM	0%	0	0%	0	70%	173	60%	3	24%	1	0%	0	62%	16			0%	0	192
9:00 PM	0%	0	0%	0	42%	104	60%	3	18%	1	0%	0	43%	11			0%	0	119
10:00 PM	0%	0	0%	0	10%	25	46%	2	10%	1	0%	0	0%	0			0%	0	28
11:00 PM	0%	0	0%	0	0%	0	42%	2	0%	0	0%	0	0%	0			0%	0	2
12:00 AM	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0			0%	0	0

* Hourly parking demand ratios - Source: ITE Parking Generation, 3rd Edition

Table 3 - Weekend (Higher of Sat/Sun) Shared Parking Analysis - City Centre, Port St. Lucie

	Weekend Hourly Parking Demand																		
	General Office		Medical Office		Retail		HT Restaurant		FF Restaurant WDT		Warehouse		Fitness Center		Church		School		Total Hourly Demand
Time of Day	Util	Spaces	Util	Spaces	Util	Spaces	Util	Spaces	Util	Spaces	Util	Spaces	Util	Spaces	Util	Spaces	Util	Spaces	
6:00 AM			0%	0	0%	0	15%	1	0%	0	0%	0	0%	0	0%	0			1
7:00 AM			15%	4	13%	32	23%	1	0%	0	10%	2	0%	0	0%	0			39
8:00 AM			49%	13	27%	67	39%	2	15%	1	71%	12	22%	6	5%	1			100
9:00 AM			84%	22	61%	151	56%	2	15%	1	92%	15	33%	9	100%	54			254
10:00 AM			100%	26	75%	185	100%	4	15%	1	100%	16	86%	22	100%	54			310
11:00 AM			100%	26	90%	222	100%	4	48%	1	99%	16	71%	19	100%	54			343
12 Noon			88%	23	100%	247	100%	4	100%	3	88%	14	53%	14	100%	54			359
1:00 PM			79%	21	99%	245	100%	4	100%	3	45%	7	49%	13	12%	3			296
2:00 PM			86%	23	98%	242	53%	2	75%	2	34%	6	42%	11	0%	0			286
3:00 PM			96%	25	88%	217	29%	1	55%	2	25%	4	49%	13	0%	0			262
4:00 PM			91%	24	68%	168	36%	2	59%	2	12%	2	76%	20	0%	0			217
5:00 PM			72%	19	56%	138	42%	2	68%	2	5%	1	88%	23	0%	0			185
6:00 PM			15%	4	73%	180	53%	2	74%	2	0%	0	100%	26	0%	0			215
7:00 PM			0%	0	52%	128	100%	4	72%	2	0%	0	77%	20	0%	0			155
8:00 PM			0%	0	53%	131	42%	2	14%	13	0%	0	62%	16	0%	0			162
9:00 PM			0%	0	44%	109	29%	1	7%	1	0%	0	44%	12	0%	0			122
10:00 PM			0%	0	29%	72	30%	1	0%	0	0%	0	0%	0	0%	0			73
11:00 PM			0%	0	0%	0	40%	2	0%	0	0%	0	0%	0	0%	0			2
12:00 AM			0%	0	0%	0	44%	2	0%	0	0%	0	0%	0	0%	0			2

* Hourly parking demand ratios - Source: ITE Parking Generation, 3rd Edition

Report Summary

City Centre – Shared Parking Analysis

Municipality:	Port St. Lucie
Location:	West side of US-1, about 1.4 miles north of SE Port St. Lucie Boulevard
Parcel ID#:	4401-701-0001-000-2 and others on file.
Max Hourly Parking Demand:	376 Spaces Weekdays (12-1:00 pm) – 359 spaces Weekends (12-1:00 pm)
Total Parking Supply:	1645 Regular Spaces and 70 Handicapped Spaces

Prepared By:

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Appendix

Land Use: 820
Shopping Center

The following tables present the time-of-day distributions for parking demand.

December

	Monday–Thursday		*Friday*		*Saturday*	
Hour Beginning	Percent of Peak Period	Number of Data Points*	Percent of Peak Period	Number of Data Points*	Percent of Peak Period	Number of Data Points*
12:00–4:00 a.m.	–	0	–	0	–	0
5:00 a.m.	–	0	–	0	–	0
6:00 a.m.	–	0	–	0	–	0
7:00 a.m.	9	1	–	0	–	0
8:00 a.m.	16	1	55	1	–	0
9:00 a.m.	62	4	76	3	–	0
10:00 a.m.	64	5	77	6	78	10
11:00 a.m.	91	7	92	6	94	10
12:00 p.m.	87	5	100	6	100	10
1:00 p.m.	84	9	100	6	93	10
2:00 p.m.	100	9	90	6	95	10
3:00 p.m.	95	10	88	6	94	10
4:00 p.m.	85	7	87	6	87	10
5:00 p.m.	91	8	87	6	81	10
6:00 p.m.	96	6	85	6	69	10
7:00 p.m.	95	6	84	6	–	0
8:00 p.m.	–	0	87	4	–	0
9:00 p.m.	–	0	–	0	–	0
10:00 p.m.	–	0	–	0	–	0
11:00 p.m.	–	0	–	0	–	0

* Subset of database

Non-December

	Monday–Thursday		*Friday*		*Saturday*	
Hour Beginning	Percent of Peak Period	Number of Data Points*	Percent of Peak Period	Number of Data Points*	Percent of Peak Period	Number of Data Points*
12:00–4:00 a.m.	–	0	–	0	–	0
5:00 a.m.	–	0	–	0	–	0
6:00 a.m.	–	0	–	0	–	0
7:00 a.m.	5	1	–	0	13	1
8:00 a.m.	18	2	–	0	27	2
9:00 a.m.	38	3	–	0	61	3
10:00 a.m.	53	3	59	5	75	6
11:00 a.m.	86	4	74	6	90	7
12:00 p.m.	100	4	94	7	100	7
1:00 p.m.	98	4	85	8	99	7
2:00 p.m.	91	4	74	8	98	7
3:00 p.m.	86	4	68	8	88	6
4:00 p.m.	81	4	67	8	68	5
5:00 p.m.	57	3	70	7	56	4
6:00 p.m.	69	3	76	7	73	2
7:00 p.m.	82	2	100	3	52	1
8:00 p.m.	70	2	91	3	53	1
9:00 p.m.	42	2	–	0	44	1
10:00 p.m.	10	1	–	0	29	1
11:00 p.m.	–	0	–	0	–	0

* Subset of database

Land Use: 701
Office Building

As noted, peak parking demand rates were different between sites located in suburban settings and those located in urban settings for the independent variable 1,000 sq. ft. GFA. The individual site surveys did not enable a quantitative explanation of the factors that caused the difference. One potential explanation may relate to differences in the availability of alternative modes (for example, transit, bike and pedestrian) available at the urban sites. Of the studies with data on transit availability and presence of a TDM program, the suburban sites reported about 55 percent with available transit services and 20 percent with TDM programs. The urban sites reported 100 percent with available transit and 83 percent with TDM programs of some form.

Weekend parking demand data were available at two study sites. At one site, the Saturday peak demand was less than 10 percent of peak weekday demand at the same site. At the other site, the Saturday and Sunday demand approached 90 percent of the weekday peak demand for the same site. It was not possible to derive reliable weekend parking demand rates due to lack of information on the nature of work conducted during the weekend at the two sites.

The size of one site (1.9 million sq. ft. GFA) resulted in a data plot with a scale that did not allow the 12 data points for sites less than 500,000 sq. ft. GFA to be reasonably distinguished for user analysis. Therefore, the large site was not included in the data plot for urban sites. The peak parking demand rate for the 1.9 million sq. ft. GFA site was 2.58 vehicles per 1,000 sq. ft. GFA, which was approximately the same as the average for the other 12 study sites.

The following table presents the time-of-day distributions of parking demand variation for suburban and urban sites. The only sites included in the table data were those that submitted at least four consecutive hours of parking demand observations (note: the majority of the parking demand data in the overall database consisted of one or two hourly observations).

Based on Vehicles per 1,000 sq. ft. GFA	***Weekday Suburban Data***		***Weekday Urban Data***	
Hour Beginning	Percent of Peak Period	Number of Data Points*	Percent of Peak Period	Number of Data Points*
12:00–4:00 a.m.	–	0	–	0
5:00 a.m.	–	0	–	0
6:00 a.m.	6	1	–	0
7:00 a.m.	56	2	20	2
8:00 a.m.	86	11	68	4
9:00 a.m.	97	13	90	4
10:00 a.m.	100	12	96	4
11:00 a.m.	98	12	95	4
12:00 p.m.	87	11	94	4
1:00 p.m.	75	6	96	4
2:00 p.m.	84	6	100	4
3:00 p.m.	87	6	99	4
4:00 p.m.	75	6	92	4
5:00 p.m.	43	7	62	3
6:00 p.m.	18	2	–	0
7:00 p.m.	–	0	–	0
8:00 p.m.	–	0	–	0
9:00 p.m.	–	0	–	0
10:00 p.m.	–	0	–	0
11:00 p.m.	–	0	–	0

* Subset of database

Land Use: 492
Health/Fitness Club

Land Use Description

Health/fitness clubs are privately owned facilities that primarily focus on individual fitness or training. Typically these clubs provide exercise classes, weightlifting, fitness and gymnastics equipment; spas; locker rooms; and small restaurants or snack bars. This land use may also include small facilities (ancillary to fitness activity) such as swimming pools, whirlpools, saunas, tennis, racquetball and handball courts and limited retail. These facilities are membership clubs that may allow access to the general public for a fee. Racquet/tennis club (Land Use 491), athletic club (Land Use 493) and recreational community center (Land Use 495) are related uses.

Database Description

The database consisted of all suburban sites with the exception of two urban sites. Parking demand rates at the two urban sites were similar to those of the suburban sites and therefore the data were combined and analyzed together.

- Average parking supply ratios: 5.9 spaces per 1,000 sq. ft. GFA (nine study sites) and 0.15 spaces per member (five study sites).
- Average employee density: 0.57 per 1,000 sq. ft. GFA (nine study sites).

The majority of the data were collected during the winter.

Parking demand counts were submitted for only single hour observations between 6:00 and 7:00 p.m. for 14 of the 20 study sites. Multi-hour continuous counts at the other six study sites indicate the peak period was typically in the same hour as the single counts. The following table presents time-of-day distribution of parking demand for the study sites.

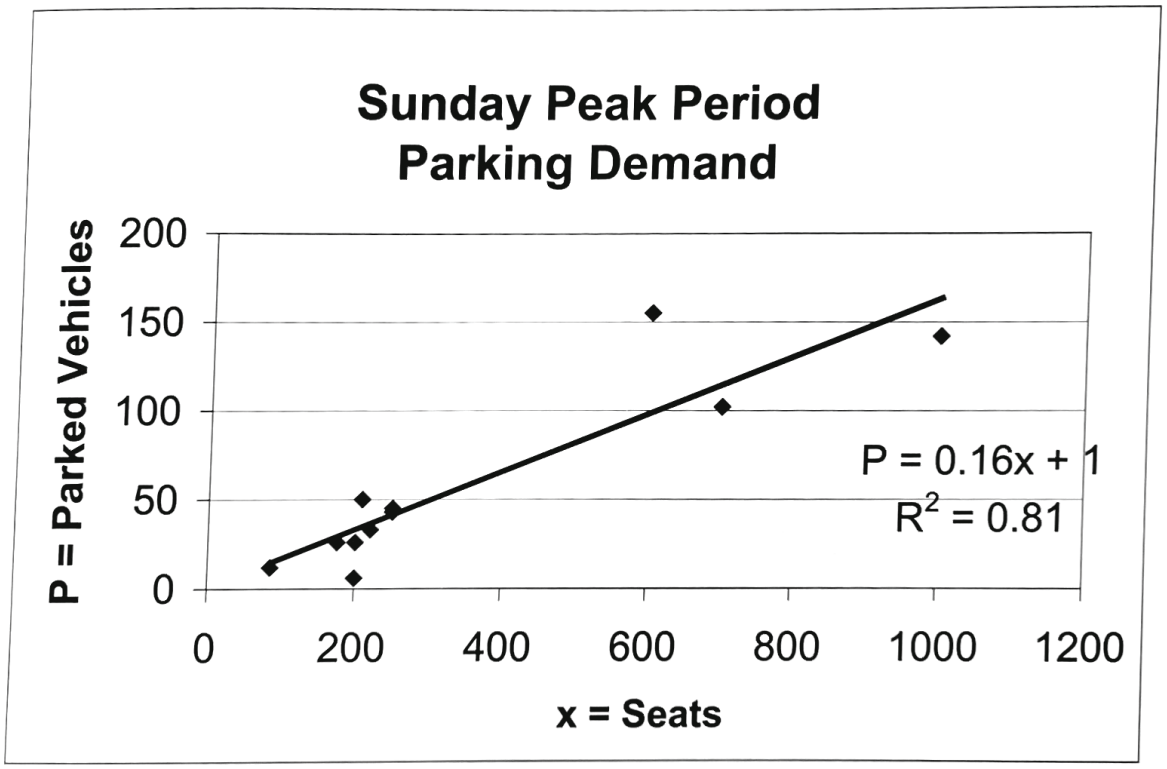
Based on Vehicles per GFA	***Weekday Data***	
Hour Beginning	Percent of Peak Period	Number of Data Points*
12:00–4:00 a.m.	–	0
5:00 a.m.	–	0
6:00 a.m.	–	0
7:00 a.m.	–	0
8:00 a.m.	–	0
9:00 a.m.	–	0
10:00 a.m.	86	2
11:00 a.m.	71	2
12:00 p.m.	53	2
1:00 p.m.	49	2
2:00 p.m.	42	2
3:00 p.m.	49	2
4:00 p.m.	76	4
5:00 p.m.	88	7
6:00 p.m.	100	20
7:00 p.m.	77	5
8:00 p.m.	62	2
9:00 p.m.	–	0
10:00 p.m.	–	0
11:00 p.m.	–	0

* Subset of database

Land Use: 560
Church

Average Peak Period Parking Demand vs: Seats
On a: Sunday

Statistic	Peak Period Demand
Peak Period	9:00 a.m.–12:00 p.m.
Number of Study Sites	11
Average Size of Study Sites	350 seats
Average Peak Period Parking Demand	0.16 vehicles per seat
Standard Deviation	0.06
Coefficient of Variation	38%
Range	0.03–0.24 vehicles per seat
85th Percentile	0.21 vehicles per seat
33rd Percentile	0.14 vehicles per seat



◆ Actual Data Points ——— Fitted Curve/Average Rate

Land Use: 934
Fast-Food Restaurant with Drive-Through Window

The following table presents the weekday and Saturday time-of-day distributions of parking demand for all restaurant sites.

Based on Vehicles per 1,000 sq. ft. GFA	***Weekday***		***Saturday***	
Hour Beginning	Percent of Peak Period	Number of Data Points*	Percent of Period Hour	Number of Data Points*
12:00–4:00 a.m.	–	0	–	0
5:00 a.m.	–	0	–	0
6:00 a.m.	–	0	–	0
7:00 a.m.	35	2	–	0
8:00 a.m.	41	5	–	0
9:00 a.m.	–	0	–	0
10:00 a.m.	36	2	–	0
11:00 a.m.	78	10	48	8
12:00 p.m.	100	46	100	22
1:00 p.m.	88	30	100	13
2:00 p.m.	86	6	75	10
3:00 p.m.	56	4	55	3
4:00 p.m.	52	6	59	5
5:00 p.m.	61	16	68	6
6:00 p.m.	69	9	74	2
7:00 p.m.	63	6	72	1
8:00 p.m.	24	1	14	1
9:00 p.m.	–	0	–	0
10:00 p.m.	–	0	–	0
11:00 p.m.	–	0	–	0

* Subset of database

Additional Data

The National Restaurant Association identifies August as the most popular month to eat out and Saturday as the most popular day of the week for dining out.[1]

Monthly parking variation cannot be derived from the available data. However, the following limited-service restaurant sales information averaged for the period 1999 through 2003 from the U.S. Census is provided as a reference to peak month activity. The limited-service restaurantsthat compose the U.S. Census data set may not have the same land use characteristics as sites contained in the ITE *Parking Generation* database for this land use.

[1] National Restaurant Association. www.restaurant.org/faq.cfm

Land Use: 932
High-Turnover (Sit-Down) Restaurant

The following tables present the time-of-day distribution of the variation in parking demand during the course of the day was available for weekdays. The data represents a combination of urban and rural study sites.

Based on Vehicles per 1,000 sq. ft. GFA	***Weekday at a Family Restaurant***		***Weekday at a Restaurant with Bar or Lounge***	
Hour Beginning	Percent of Peak Period	Number of Data Points*	Percent of Peak Period	Number of Data Points*
12:00–4:00 a.m.	–	0	–	0
5:00 a.m.	–	0	–	0
6:00 a.m.	24	4	–	0
7:00 a.m.	42	5	–	0
8:00 a.m.	54	8	–	0
9:00 a.m.	73	9	6	1
10:00 a.m.	81	9	8	1
11:00 a.m.	100	14	26	7
12:00 p.m.	100	33	50	7
1:00 p.m.	100	23	35	7
2:00 p.m.	51	12	31	1
3:00 p.m.	40	11	22	1
4:00 p.m.	40	12	25	1
5:00 p.m.	79	13	73	6
6:00 p.m.	81	13	100	10
7:00 p.m.	62	11	100	17
8:00 p.m.	63	11	80	11
9:00 p.m.	60	7	58	7
10:00 p.m.	46	5	–	0
11:00 p.m.	42	2	–	0

* Subset of database

Based on Vehicles per 1,000 sq. ft. GFA	***Saturday at a Family Restaurant***		***Saturday at a Restaurant with Bar or Lounge***	
Hour Beginning	Percent of Peak Period	Number of Data Points*	Percent of Peak Period	Number of Data Points*
12:00–4:00 a.m.	–	0	–	0
5:00 a.m.	–	0	–	0
6:00 a.m.	15	4	–	0
7:00 a.m.	23	5	–	0
8:00 a.m.	39	7	–	0
9:00 a.m.	56	9	4	1
10:00 a.m.	100	10	6	1
11:00 a.m.	100	10	17	1
12:00 p.m.	100	12	36	1
1:00 p.m.	100	11	46	1
2:00 p.m.	53	12	41	1
3:00 p.m.	29	10	34	1
4:00 p.m.	36	11	55	1
5:00 p.m.	42	11	67	2
6:00 p.m.	53	12	100	2
7:00 p.m.	100	13	100	4
8:00 p.m.	42	11	100	5
9:00 p.m.	29	9	29	1
10:00 p.m.	30	8	8	1
11:00 p.m.	40	3	–	0

* Subset of database

Land Use: 720
Medical-Dental Office Building

Land Use Description

A medical-dental office building is a facility that provides diagnoses and outpatient care on a routine basis, but is unable to provide prolonged in-house medical and surgical care. One or more private physicians or dentists generally operate this type of facility. Clinic (Land Use 630) is a related use.

Database Description

The database consisted of a mix of urban and suburban sites. Parking demand rates at the suburban sites were similar to those at urban sites and therefore the data were combined and analyzed together.

- Average parking supply ratio: 3.9 spaces per 1,000 sq. ft. GFA (11 study sites).

The two study sites with weekend parking demand observations had Saturday peak demand rates 18 and 25 percent less than the weekday peak demand rates for the same study sites.

The following table presents the time-of-day distribution of parking demand, based on data from sites with at least five hours of continuous count data.

Based on Vehicles per 1,000 sq. ft. GFA	***Weekday Data***	
Hour Beginning	Percent of Peak Period	Number of Data Points*
12:00–4:00 a.m.	–	0
5:00 a.m.	–	0
6:00 a.m.	–	0
7:00 a.m.	15	2
8:00 a.m.	49	2
9:00 a.m.	84	7
10:00 a.m.	100	8
11:00 a.m.	100	8
12:00 p.m.	88	8
1:00 p.m.	79	8
2:00 p.m.	86	7
3:00 p.m.	96	7
4:00 p.m.	91	6
5:00 p.m.	72	1
6:00 p.m.	–	0
7:00 p.m.	–	0
8:00 p.m.	–	0
9:00 p.m.	–	0
10:00 p.m.	–	0
11:00 p.m.	–	0

* Subset of database

Future studies should include data on the number of doctors working at a study site.

Study Sites/Years

Canada:
Coquitlam, BC (1992)

PORT ST. LUCIE
HEART OF THE TREASURE COAST

MEMORANDUM

TO: Bethany Grubbs, Senior Planner
Planning and Zoning Department

FROM: Frank Knott, CRA Executive Project Manager

SUBJECT: Dalton Learning Academy
Special Exception Use P25-041

DATE: May 22, 2025

The City of Port St. Lucie Community Redevelopment Agency staff is in support of providing educational opportunities within the boundaries of the Community Redevelopment Area.

However, we do have concerns about the safety of the children at this location, as proposed, without additional information being provided. We anticipate the queuing / stacking / parking elements will be addressed by Planning and Zoning and/or Public Works during the review process and will defer to those departments' Subject Matter Expert recommendations on this application.

Should you have any questions or need any additional information, please do not hesitate to reach out to me.

MEMORANDUM

TO: Bethany Grubbs – Senior Planner, Planning & Zoning

FROM: Diana Spriggs, P.E. – Assistant Director, Public Works *D.S.*

DATE: July 9, 2025

SUBJECT: Dalton Learning Center - Special Exception Use (P25-041)
Traffic Generation, Stacking & Circulation Approval

This application and Traffic Report prepared by Hazley Transportation Group dated June 27, 2025 has been reviewed by the Public Works Department and the City's 3rd party traffic consultant, Kittelson and Associates. The transportation elements of the project were found to be in compliance with the adopted level of service and requirements of Chapter 156 of City Code, and Public Works Policy 19-01pwd.

The proposed use is for a K-8 private school with a maximum capacity of 200 students per State regulation. Based on the Traffic Report, the school is anticipated to generate 772 net new daily trips, 186 AM peak hour net new trips and 109 PM peak hour net new trips. Furthermore, the plan provides space for 52 vehicles to queue within the parking lot drive isle for drop-off and pick-up queuing. This project does not anticipate negatively impacting the adjacent roadway or adjacent parcels.

The applicant was required to meet with FDOT in order to verify all of their concerns are addressed with this site increasing trips directly on to their US Hwy#1 corridor. The applicant was able to receive a letter of "No Objection" from FDOT for their project. This recommendation of approval is based off the assumptions made for the traffic trips and stacking analysis as well as the Operational Management Plan included in the appendix of the traffic analysis.

Public Works would like to recommend the following condition of approval to include:

If the site is found to be out of compliance with the Operational Management Plan included as part of the Traffic Analysis for this Special Exception Use, the school owner or its authorized agent ("School Owner") will have 45 days to:

(a) amend the Operational Management Plan, in a manner acceptable to the City's Public Works Department, to mitigate traffic or stacking issues; or

(b) enforce the Operational Management Plan to ensure mitigation of traffic or stacking concerns ("Corrective Actions").

If the School Owner does not timely take Corrective Actions this Special Exception Use approval will expire. If the Public Work's Director determines that the School Owner is acting in good faith to resolve issues with the site and that the Corrective Actions will require more than 45 days to accomplish, the Public Work's Director may provide the School Owner with an extension of time to take Corrective Actions.

Traffic Impact Analysis

Dalton Learning Academy

City of Port St Lucie, Florida

Prepared For:

Dalton Learning Center and Academy

July 2025

Prepared By:

TRANS
Hazley Transportation Group

Professional Engineering Certification

I hereby certify that I am a registered professional engineer in the State of Florida, practicing with Hazley and Associates, Inc, a corporation authorized to operate as an engineering business, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and I have prepared or approved the evaluation, findings, opinions, conclusions, or technical advice hereby reported for:

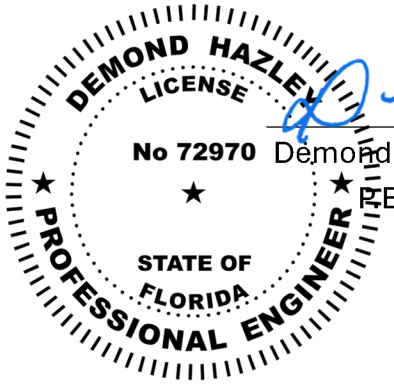
Project: Dalton Learning Academy

Location: City of Port St Lucie, FL

Client: Dalton Learning Center dba Port St Lucie Christian Academy

Project Number: 25013.01

I acknowledge that the procedures and references used to develop the results contained in this report are standard to the professional practice of transportation engineering as applied through professional judgment and experience.



Demond Hazley, P.E.
P.E. No: 72970
7/8/25

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Introduction

Hazley Transportation Group (H-Trans) has been retained by Dalton Learning Academy to prepare a Traffic Impact Analysis (TIA). The purpose of this study is to fulfill the requirements set forth by the City of Port St Lucie, Florida. The analysis quantifies both the existing traffic conditions along the area roadways surrounding the site, the projected future traffic conditions expected for the Build condition, and the driveway and school internal circulation. This document provides a detailed description of the study analysis and key findings.

Project Description

The project site is located at 10011 S Federal Highway (US-1), within the Town Center MUPD, approximately 1.4 miles north of SE Port St. Lucie Boulevard in the City of Port St. Lucie, Florida. **Figure 1** illustrates the site s location, and the site plan is provided in **Appendix A**. Identified by Parcel ID: 4401-701-0001-000-2, the property currently includes the City Church of the Treasure Coast (14,168 sq. ft.) and a private K–12 school (I Am Academy), which currently serves approximately 20 students. Both uses operate within a 45,000 sq. ft. building. The proposed project involves replacing the existing K–12 school with a new private K–8 school, Dalton Learning Academy, which will serve up to 200 students. Access to the site is provided via a right-in/right-out driveway on US-1. Cross-access is provided to the Port St. Lucie Town Centre located south of the project site. **Figure 2** shows an aerial view of the existing right-in / right-out driveway, which includes a dedicated 240-foot right-turn lane, and the cross access to the Town Centre.

Project buildout is anticipated in 2025, with no major construction required, as the new school will operate within the existing building footprint.

Study Procedures

Standard engineering and planning procedures were used to determine the impact of the proposed project. Reference data was obtained from the Florida Department of Transportation (FDOT), the City of Port St Lucie, Saint Lucie County, Institute of Transportation Engineers (ITE), and the Saint Lucie Transportation Planning Organization (TPO).

Figure 1 – Site Location Map

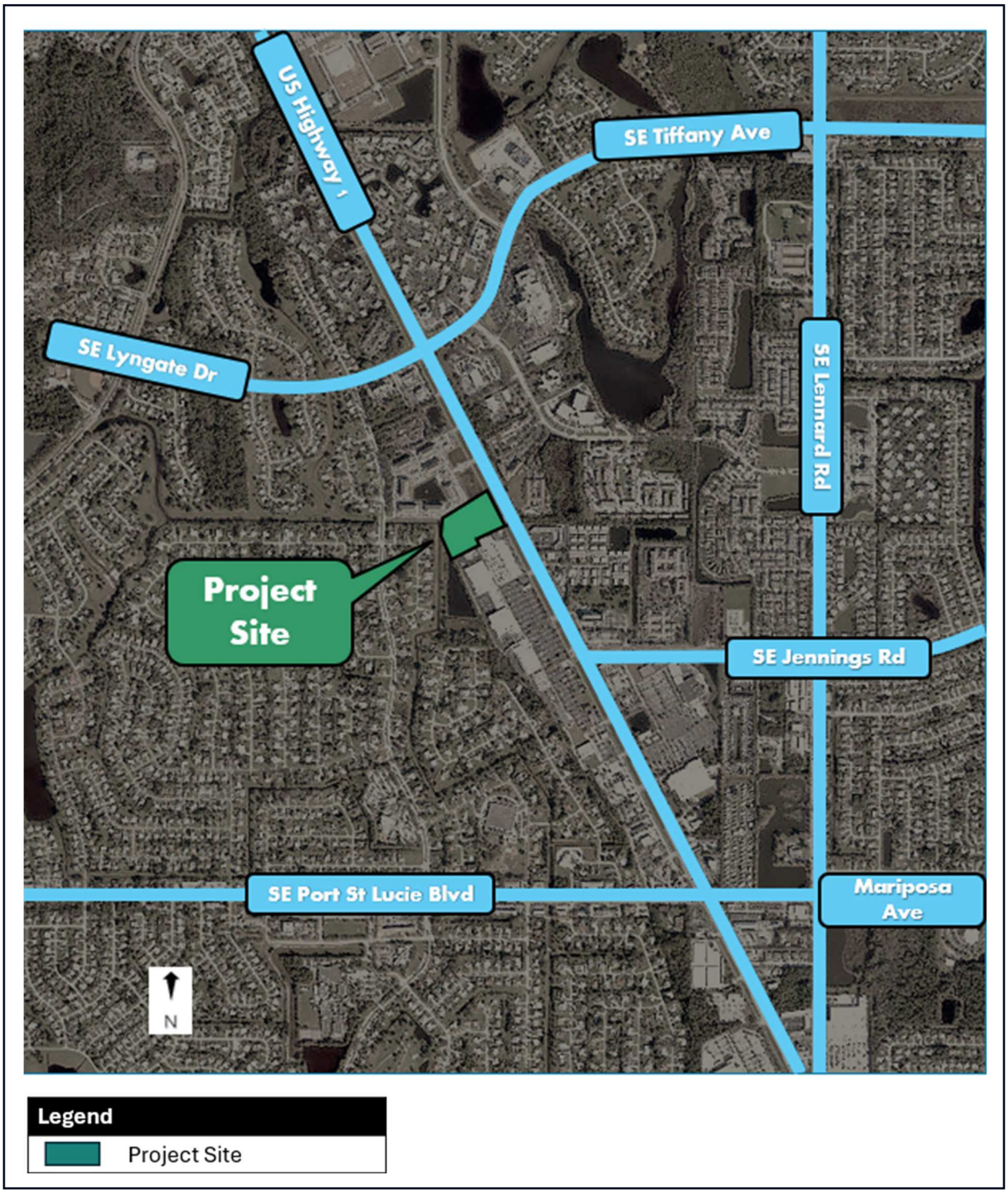
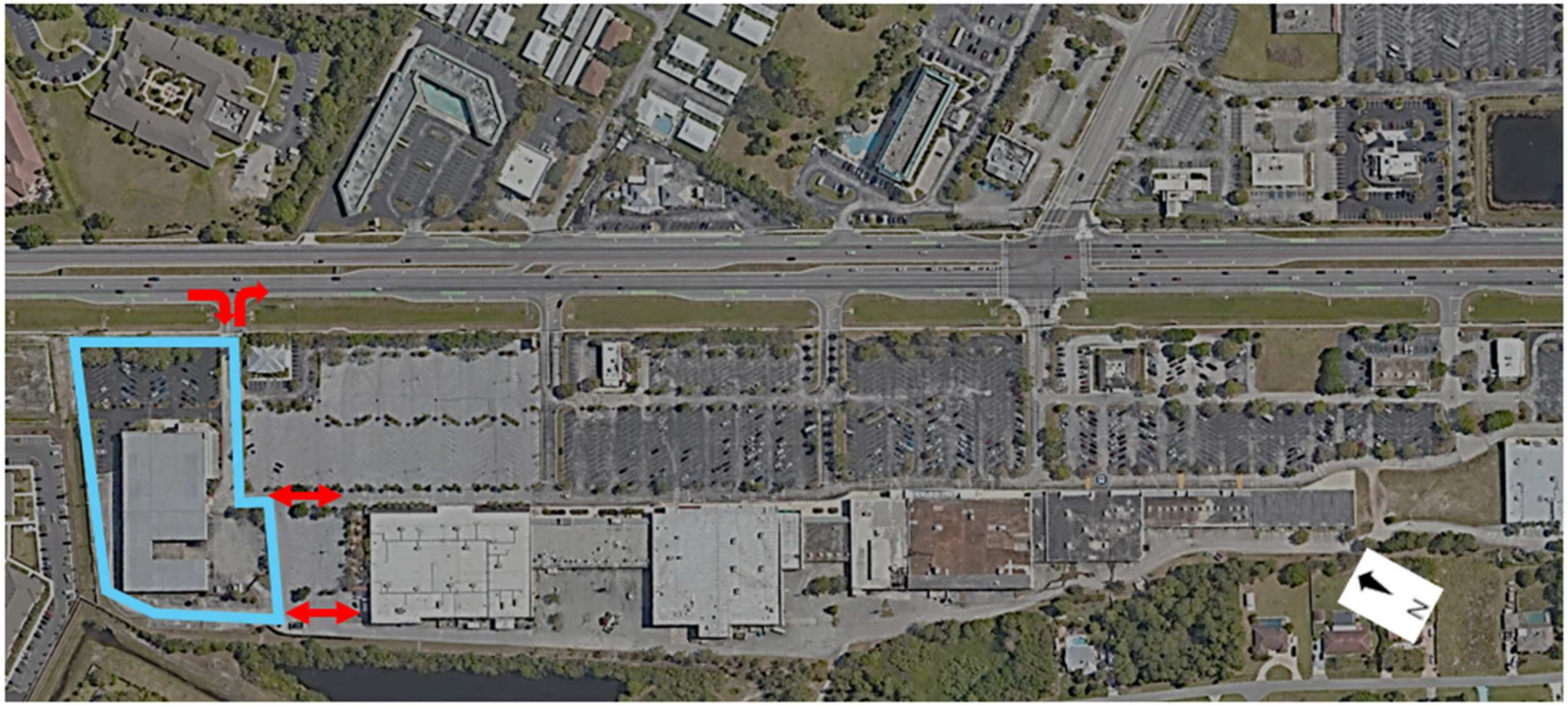


Figure 2 – Project Access



Trip Generation

The daily and peak hour trips were calculated based on the Institute of Transportation Engineers(ITE) Trip Generation Manual, 11th Edition. As shown in **Table 1**, ITE Land Use Codes 560 (Church), 532 (Private School K-12) and 530 (Private School K-8), were deemed the most appropriate for the existing and proposed development. The existing uses are estimated to generate 158 daily external trips, 21 (13 in, 8 out) AM peak hour external trips, and 18 (8 in, 10 out) PM peak hour external trips. The proposed uses are estimated to generate 930 daily external trips, 207 (116 in, 91 out) AM peak hour external trips, and 127 (59 in, 68 out) PM peak hour external trip for the build out conditions. The proposed changes are estimated to generate 772 new daily external trips, 186 (103 in, 83 out) new AM peak hour external trips, and 109 (51 in, 58 out) new PM peak hour external trip for the build out conditions.

Table 1 – Trip Generation Summary

ITE				Daily			AM Peak Hour (1)			PM Peak Hour (1)		
Code	Land Use	Size	Unit	Total	In	Out	Total	In	Out	Total	In	Out
Existing Uses												
532	Private School (K-12)	20	Students	50	25	25	16	10	6	11	5	6
560	Church	14,168	SF	108	54	54	5	3	2	7	3	4
Total Existing Trips				**158**	**79**	**79**	**21**	**13**	**8**	**18**	**8**	**10**
Proposed Uses												
530	Private School (K-8)	200	Students	822	411	411	202	113	89	120	56	64
560	Church	14,168	SF	108	54	54	5	3	2	7	3	4
Total Proposed Trips				**930**	**465**	**465**	**207**	**116**	**91**	**127**	**59**	**68**
Net New Trips				**772**	**386**	**386**	**186**	**103**	**83**	**109**	**51**	**58**

(1) Trip generation rates for the AM and PM peak hour of generator were used for ITE Land Use Codes 530 and 532 to provide a conservative analysis

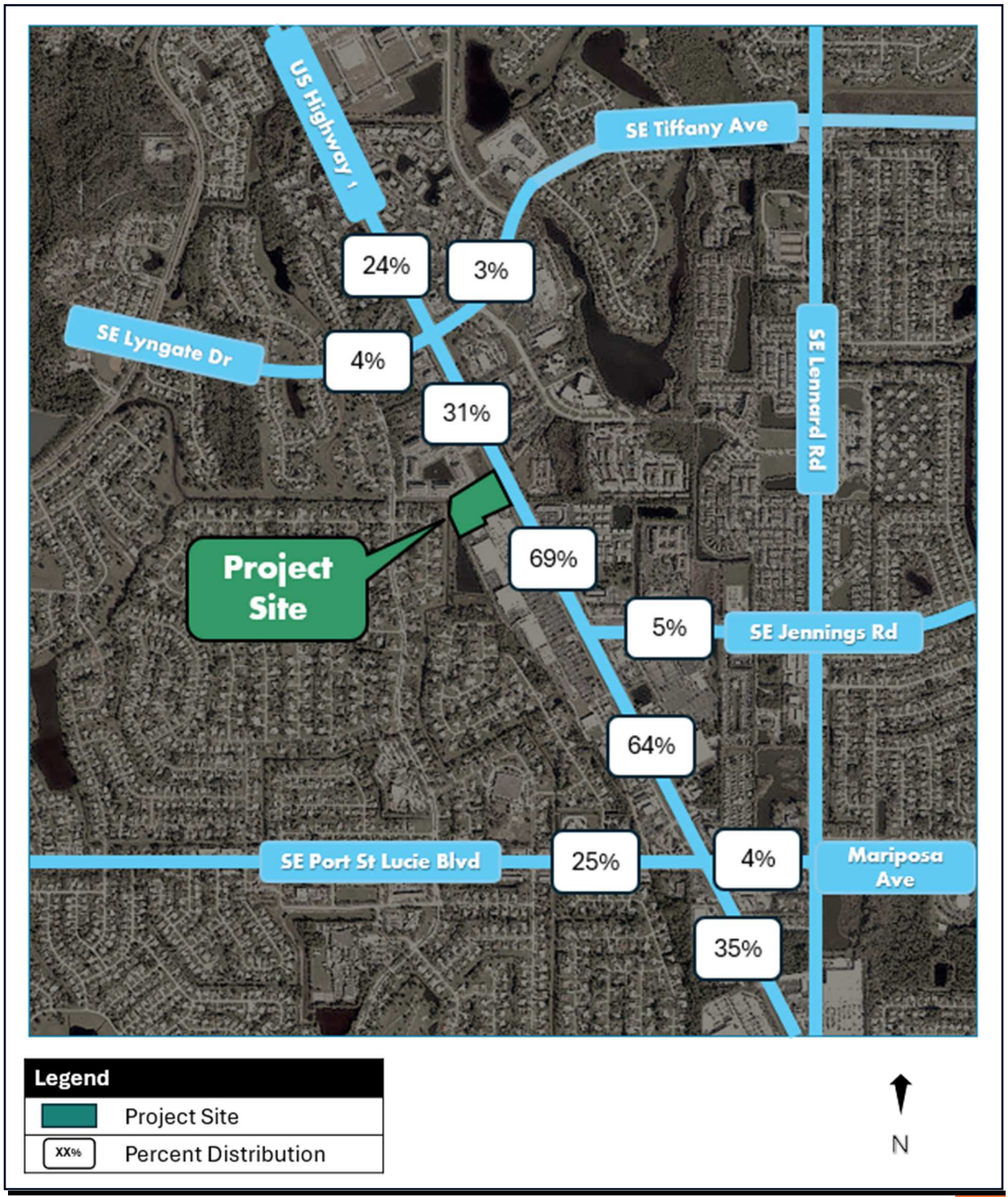
Source: ITE Trip Generation Manual, 11th Edition

The corresponding ITE Trip Generation summaries can be found in **Appendix B.**

Project Traffic Distribution

The project s trip distribution pattern was based on existing daily traffic volumes for major roadways within a mile radius and the location of the site with respect to surrounding residential neighborhoods, generators, and attractions. The project distribution is illustrated in **Figure 3.**

Figure 3 – Project Distribution Map



Access and Internal Traffic Circulation

The primary access for the project site is a right-in/right-out driveway located on US-1, which also functions as the northern access point for the adjacent Port St. Lucie Town Centre. Ingress and egress traffic to/from the project site will utilize existing U-turn locations along US-1. These U-turns are accommodated at designated locations both north and south of the site, where exclusive U-turn lanes with adequate storage capacity are currently in place.

To reduce the need for U-turn maneuvers on US 1 and enhance overall traffic safety and operational efficiency, the following strategies will be implemented:

- Directional signage will be posted at both the school and church property exit to inform drivers that US 1 northbound can be accessed either via the designated turnaround point south of the school or through the signalized intersection at Jennings Road.
- Parent communication will emphasize using the designated turnaround point north of the school for safe U-turns, if necessary, and alternate routes for accessing US 1 from side streets.

This controlled flow helps prevent congestion and ensures a safe and efficient dismissal process. Additional details for the above-mentioned strategies can be found in the Operational Management Plan included in Appendix C.

Project Traffic Assignment

The projected site-generated traffic volumes were assigned to the surrounding roadway network based on the established directional distribution. Most of the site traffic will enter and exit via the right-in/right-out driveway from southbound US-1 (77% inbound/88% outbound). Approximately two-thirds of motorists traveling to the north exiting the site are expected to utilize the designated U-turn location south of the project (21% outbound). However, as outlined in the previous section, outbound drivers with a destination to the north will be encouraged to use the signalized intersection at Jennings Road (10% outbound), helping to reduce volumes at the site s primary access point. Similarly, approximately two-thirds of the vehicles approaching from the south are anticipated to use the U-turn located north of the site to access the project driveway (46% inbound). A smaller portion of these motorists (23% inbound) may utilize the Jennings Road intersection and the Port St. Lucie Town Centre network to arrive to the site. The resulting traffic assignment is illustrated in **Figure 4**.

Figure 4 – Project Traffic Assignment

Study Area

Based on the St Lucie Transportation Planning Organization (TPO) Standardized Traffic Impact Studies (TIS) Methodology and Procedures, the area of influence is defined as either:

- Any Road Segment to which development traffic makes its first connection to the Major Road Network, provided the development traffic consumes one percent or more of the existing or committed two-way peak-hour service capacity, or.
- Major Road Segment on which the two-way peak-hour project traffic consumes 5 (five) percent or more of the existing or committed two-way peak-hour service capacity.

As shown in **Table 2**, the development-generated traffic accounts for less than 5% of the two-way peak hour capacity on the directly accessed segment of US 1, between Jennings Road and Tiffany Avenue. Therefore, no additional roadway segments are included in the study area.

Table 2 – Study Roadway Segments

Station ID	Segment	Functional Classification	Lanes	LOS Std	Two Way Peak Hour Capacity	Project Traffic			Significant Impact?
						Dist %	Volume	Significance	
US 1									
945070	Jennings Rd to Tiffany Ave	Principal Arterial Other	6	E	4,870	100%	207	4.3%	N

Note: LOS standard obtained from the City of Port St. Lucie Transportation Element

Existing Roadway Capacity Analysis

Roadway traffic volumes were obtained from turning movement counts collected on June 19, 2025 during the AM (7:00-9:00AM) and PM (4:00-6:00PM) peak period at the intersections of US 1 with the right-in / right-out project driveway and US 1 at S Jennings Road. These counts were adjusted using their corresponding peak seasonal factor (1.20) to reflect peak season average conditions. A copy of the data collected and seasonal factors from FDOT Florida Traffic Online reports are found in **Appendix D**.

An assessment was conducted to determine the existing level of service of the study roadways. The level of service (LOS) of a given roadway is related to prevailing traffic volumes and to capacity, which is defined as the maximum number of vehicles that can pass through

a roadway section during a specified period. The capacity of a roadway is determined by several factors including composition of traffic (cars, buses, and trucks); roadway alignment; width and number of lanes; posted travel speeds and other variables.

The LOS and remaining capacity for the study roadway was determined based on the 2023 QLOS General Service Volumes. The existing roadway capacity analysis was performed for US 1 from Jennings Road to Tyffany Avenue as shown in **Table 3**. In summary, the study roadway operates at an acceptable LOS in the existing conditions during both the AM peak and PM peak periods.

Table 3 – Year 2025 Existing Roadway Capacity Analysis – Two Way Peak Hour

Station ID	Segment	Lanes	LOS Std	Peak Hour Capacity	AM Peak			PM Peak		
					Volume	LOS	Remain.	Volume	LOS	Remain.
US 1										
945070	Jennings Rd to Tiffany Ave	6	E	4,870	2,962	C	1,908	4,054	C	816

Existing Intersection Capacity Analysis

The existing intersections were evaluated using the methodology outlined in the Highway Capacity Manual (HCM) and using the Synchro 12.0 software. The HCM 2000 methodology was utilized for the signalized intersection of US 1 at Jennings Road because HCM 7th Edition methodology does not support turning movements with shared and exclusive lanes. A peak seasonal factor of (1.20) was applied to the existing counts. The intersection traffic volume derivation can be found in **Appendix E**. The results of the intersection capacity analysis for the AM and PM peak hours are shown in **Table 4**. The existing HCM intersection report printouts are provided in **Appendix F**. As seen in **Table 4,** both study intersections operate at an acceptable overall LOS with no v/c movements exceeding 1.0 in the existing conditions.

Table 4 – Existing Year 2025 Intersection Capacity Analysis

Intersection	Type	Approach	Approach Delay (s/veh)		Level of Service	
			AM	PM	AM	PM
US 1 at Project Entrance	Unsignalized (TWSC)	EB	23.4	21.1	C	C
		NB	0.0	0.0	-	-
		SB	0.0	0.0	-	-
		Overall	**0.1**	**0.1**	**-**	**-**
US 1 at SE Jennings Rd/Plaza Entrance	Signalized	EB	72.0	74.6	E	E
		WB	67.0	73.5	E	E
		NB	26.8	42.6	C	D
		SB	21.6	30.6	C	C
		Overall	**29.4**	**41.7**	**C**	**D**

Note: All intersection movements are anticipated to operate with a v/c < 1.0

Future Conditions

The proposed development program changes are anticipated to be completed in the year 2025. However, consistent with the St. Lucie TPO Standardized TIS Methodology and Procedures, future condition analysis was performed for a buildout year 2028 (minimum of three years from existing conditions). The future background traffic was developed based on growth rates derived from historic AADTs with a minimum of 2.5%.

Additionally, the anticipated number of trips generated from the development were calculated based on the trip generation rates/equations obtained from the ITE Trip Generation Manual, 11th Edition and distributed to the roadways and intersections based on site layout and trip distribution. The intersection volume derivation is documented in **Appendix E**. Historical trend analysis data is included in **Appendix G**.

2028 Future Roadway Capacity Analysis

The future capacity analysis for the study area roadway for the project build out can be found in Table 5 for the AM and PM peak hour conditions. The analysis shows that the study roadway will continue to operate with an acceptable LOS in the year 2028 build out condition.

Table 5 – Future Year 2028 Roadway Capacity Analysis

US 1 from Jennings Rd to Tiffany Ave

Peak Period	Lanes	LOS Std	Peak Hour Capacity	Existing Peak Hr Volume	Growth Rate	YR 2028 Background Peak Hr Volume	Project Traffic		YR 2028 Total Traffic		
							Dist %	Volume	Volume	LOS	Remain. Cap
AM Peak Hour	6	E	4,870	2,962	2.5%	3,184	100%	207	3,391	C	1,479
PM Peak Hour	6	E	4,870	4,054	2.5%	4,358	100%	127	4,485	D	385

Future Intersection Capacity Analysis

To determine the operational conditions at the study area intersections, intersections were evaluated for the AM peak hour and PM peak hour conditions using Synchro 12 software (HCM methodology). The HCM 2000 methodology was utilized for the signalized intersection of US 1 at Jennings Road because HCM 7th Edition methodology does not support turning movements with shared and exclusive lanes. The future intersection volumes can be seen in **Appendix E**.

2028 Future Background Capacity Analysis

The results of the future background intersection capacity analysis are shown in **Table 6**. The future HCM reports are provided in **Appendix F**. As **Table 6** indicates, both intersections operate at an acceptable overall LOS with all individual movement v/c ratios lower than 1.0 in the future background conditions.

Table 6 – Future Background Year 2028 Intersection Capacity Analysis

Intersection	Type	Approach	Approach Delay (s/veh)		Level of Service[1]	
			AM	PM	AM	PM
US 1 at Project Entrance	Unsignalized (TWSC)	EB	26.0	23.2	D	C
		NB	0.0	0.0	-	-
		SB	0.0	0.0	-	-
		Overall	**0.1**	**0.1**	**-**	**-**
US 1 at SE Jennings Rd/Plaza Entrance	Signalized	EB	72.5	74.4	E	E
		WB	67.2	75.4	E	E
		NB	29.6	46.7	C	D
		SB	23.0	35.0	C	C
		Overall	**31.0**	**45.6**	**C**	**D**

Note: All intersection movements are anticipated to operate with a v/c < 1.0

2028 Future Buildout Capacity Analysis

The results of the future buildout intersection capacity analysis are shown in **Table 7**. The future HCM reports are provided in **Appendix F**. As **Table 7** indicates, both intersections

operate at an acceptable overall LOS with all individual movement v/c ratios lower than 1.0 in the future buildout conditions.

Table 7 – Future Buildout Year 2028 Intersection Capacity Analysis

Intersection	Type	Approach	Approach Delay (s/veh)		Level of Service[1]	
			AM	PM	AM	PM
US 1 at Project Entrance	Unsignalized (TWSC)	EB	45.5	31.3	E	D
		NB	0.0	0.0	-	-
		SB	0.0	0.0	-	-
		Overall	**1.2**	**0.5**	**-**	**-**
US 1 at SE Jennings Rd/Plaza Entrance	Signalized	EB	68.6	74.8	E	E
		WB	67.4	76.5	E	E
		NB	32.5	47.9	C	D
		SB	27.2	37.2	C	D
		Overall	**34.2**	**47.2**	**C**	**D**

Note: All intersection movements are anticipated to operate with a v/c < 1.0

Gap Analysis

A vehicle gap size study was conducted to determine the size and number of acceptable gaps in the southbound traffic stream on US 1 required for vehicles making a right turn from a right-in/right-out driveway, crossing three lanes of through traffic, and entering a median opening to perform a U-turn and travel north. The study was conducted during the AM and PM peak periods.

For vehicles to safely complete this maneuver—turning right from the side street, crossing multiple lanes, and reaching the U-turn location—a sufficient gap in the major roadway traffic stream must be present. According to the AASHTO Green Book, the typical critical gap time for a passenger vehicle turning right from a stop is approximately 6.5 seconds. To account for the additional time needed to traverse multiple lanes, the analyst assumed an extra 1.0 second per lane crossed. Therefore, for a vehicle to cross three lanes and reach the median opening, a minimum acceptable gap of 9.5 seconds is required.

As shown in **Table 8**, the results of the gap size study indicate that during both the AM and PM peak hours, the number and size of available gaps are sufficient to accommodate this maneuver under normal traffic flow conditions. The gap study forms can be found in **Appendix H**.

Table 8 – Vehicle Gap Size Summary – US 1 Southbound

US 1 at RI/RO Entrance	8:00 AM – 9:00 AM	4:45 PM – 5:45 PM
Number of Gaps ≥ 9.5	79	81
SB to NB U-Tuns	19	14

Drop Off / Pick Up Operations

The school will implement a structured daily schedule to ensure efficient and safe drop-off and pick-up operations. Morning drop-off begins with the before-care program from 7:00 to 8:00 AM, followed by the general drop-off period for all grades between 8:00 and 8:30 AM. Afternoon dismissal is staggered from 2:45 to 3:30 PM to help manage traffic flow, with after-care services continuing until 5:30 PM.

Student transportation will be divided among three main modes. Approximately 50% of students, or 100 in total, will arrive by bus or shuttle. Another 15% (30 students) will be dropped off by parents using the before- or after-care program, while the remaining 35% (70 students) will use the general car line for daily drop-off and pick-up.

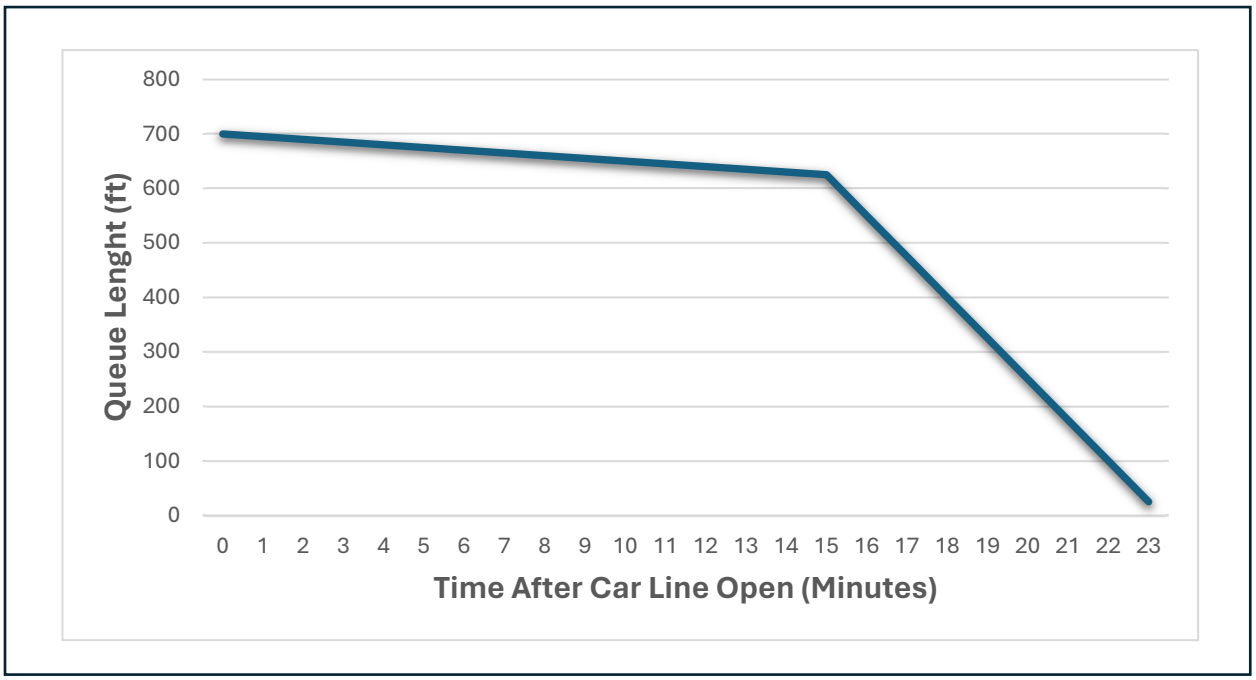
To support these operations, the site provides approximately 1,315 feet of internal vehicle queue storage, with 655 feet around the school building and an additional 660 feet within the northern parking area. This layout is designed to efficiently manage vehicle queues during peak traffic periods.

Drop-off and pick-up operations are based on several key assumptions. Parents using before- or after-care services are expected to park and walk their children into or out of school. For general drop-off and pick-up, 70 vehicles—each carrying one student—are anticipated. Of these, 40% (28 vehicles) are expected to arrive early, forming a queue approximately 700 feet long (25 feet per vehicle). The remaining 60% (42 vehicles) are expected to arrive within the next 15 minutes at a rate of 2.8 vehicles per minute. The

designated drop-off zone measures 60 feet in length, accommodates two vehicles at a time, and operates at a clearance rate of three vehicles per minute (40 seconds per vehicle).

As illustrated in **Figure 5**, the longest vehicle queue will occur before the car line opens, peaking at 28 vehicles or 700 feet. This queue is projected to fully clear within 23 minutes.

Figure 5 – Queue Build Up During Pick-Up / Drop Off



In conclusion, with a total queue storage capacity of 1,315 feet, the site is well-equipped to handle this peak volume without causing any spillback onto US-1. Additional details on the pick up/drop off operations can be seen in the OMP included in **Appendix C**.

Conclusions

This traffic analysis has been prepared based on the requirements set forth by the City of Port St Lucie in support of the proposed Dalton Learning Academy located at 10011 S Federal Highway (US-1), Port St. Lucie, Florida. The following are the key findings of the analysis:

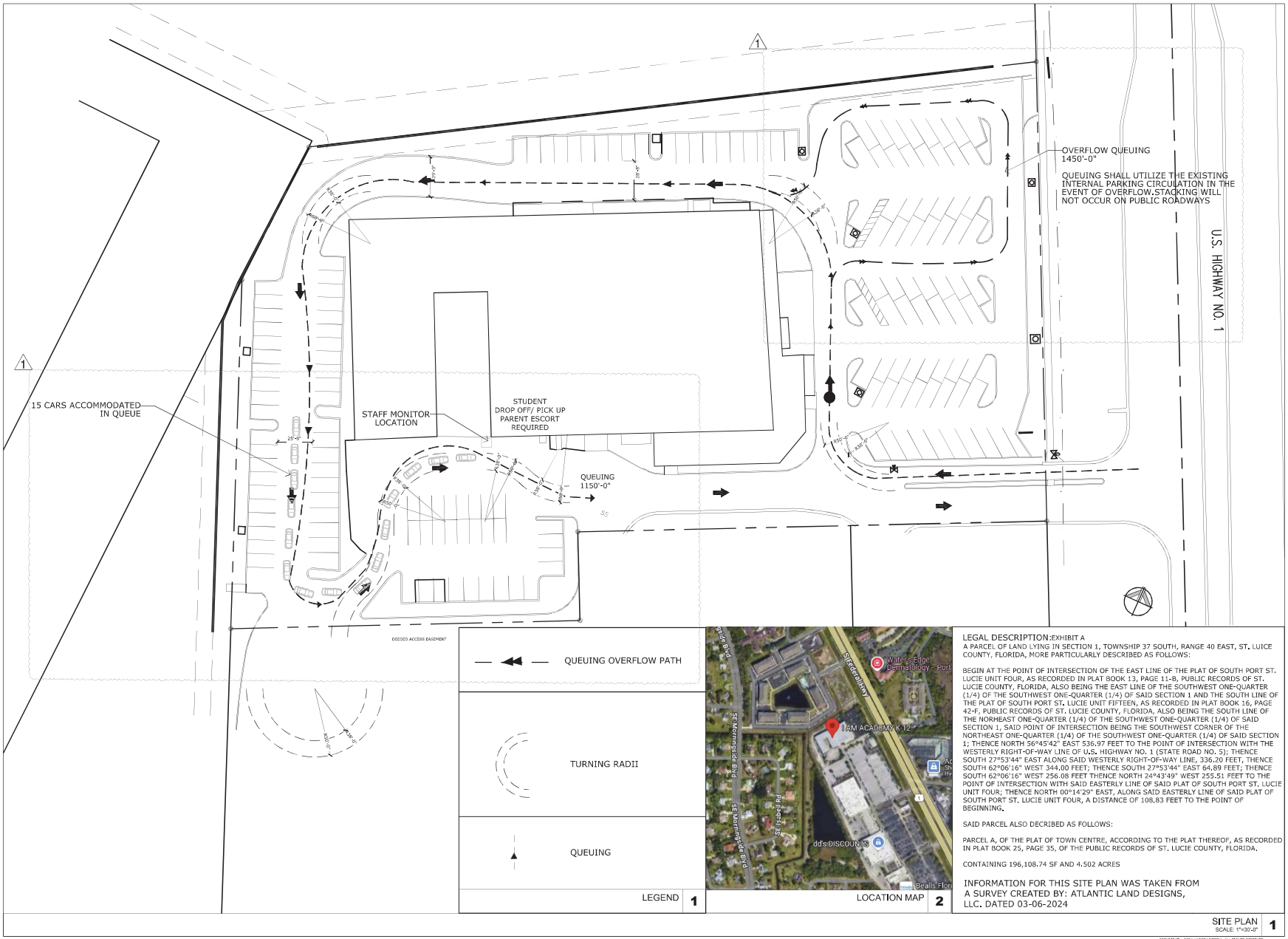
- The existing roadway analysis shows all study roadways operate at an acceptable LOS.

- The existing intersection capacity analysis shows both study intersections operate at acceptable LOS and v/c in the existing conditions.
- The 2028 future conditions analysis shows that all study roadways will continue to operate with an acceptable LOS in the build out condition.
- The 2028 future intersection capacity analysis shows that all intersections will continue to operate at acceptable LOS and v/c in the build out conditions.
- During both the AM and PM peak hours, the number and size of available gaps along US 1 (southbound) are sufficient to accommodate right turns out of the site that want to make a U-Turn to travel north under normal traffic-flow conditions.
- With a total queue storage capacity of 1,315 feet, the site is well-equipped to handle a maximum queue of 700 feet during the drop-off/ pick up operations without causing any spillback onto US-1.

Based on the analysis provided within this report, the Applicant respectfully requests transportation concurrency approval for the proposed development.

Appendix “A”

Site Plan



LEGAL DESCRIPTION:EXHIBIT A

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, AS RECORDED IN PLAT BOOK 13, PAGE 11-B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 AND THE SOUTH LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FIFTEEN, AS RECORDED IN PLAT BOOK 16, PAGE 42-F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING THE SOUTH LINE OF THE NORHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1, SAID POINT OF INTERSECTION BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH 56°45'42" EAST 536.97 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTH 27°53'44" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 336.20 FEET, THENCE SOUTH 62°06'16" WEST 344.00 FEET; THENCE SOUTH 27°53'44" EAST 64.89 FEET; THENCE SOUTH 62°06'16" WEST 256.08 FEET THENCE NORTH 24°43'49" WEST 255.51 FEET TO THE POINT OF INTERSECTION WITH SAID EASTERLY LINE OF SAID PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR; THENCE NORTH 00°14'29" EAST, ALONG SAID EASTERLY LINE OF SAID PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, A DISTANCE OF 108.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL ALSO DECRIBED AS FOLLOWS:

PARCEL A, OF THE PLAT OF TOWN CENTRE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 35, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 196,108.74 SF AND 4.502 ACRES

INFORMATION FOR THIS SITE PLAN WAS TAKEN FROM A SURVEY CREATED BY: ATLANTIC LAND DESIGNS, LLC. DATED 03-06-2024

SITE PLAN 1
SCALE: 1"=30'-0"

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DALTON LEARNING CENTER
10011 S. US HWY
Port Saint Lucie, FL 34952

SUBMITTALS:

	COMMENT RESPONSE	DATE

QUEUING AND RADII SITE PLAN

SP1

PROJECT NUMBER: 25-009

Appendix “B”

ITE Trip Generation Summaries

Private School (K-8)
(530)

Vehicle Trip Ends vs: **Students**
On a: **Weekday**

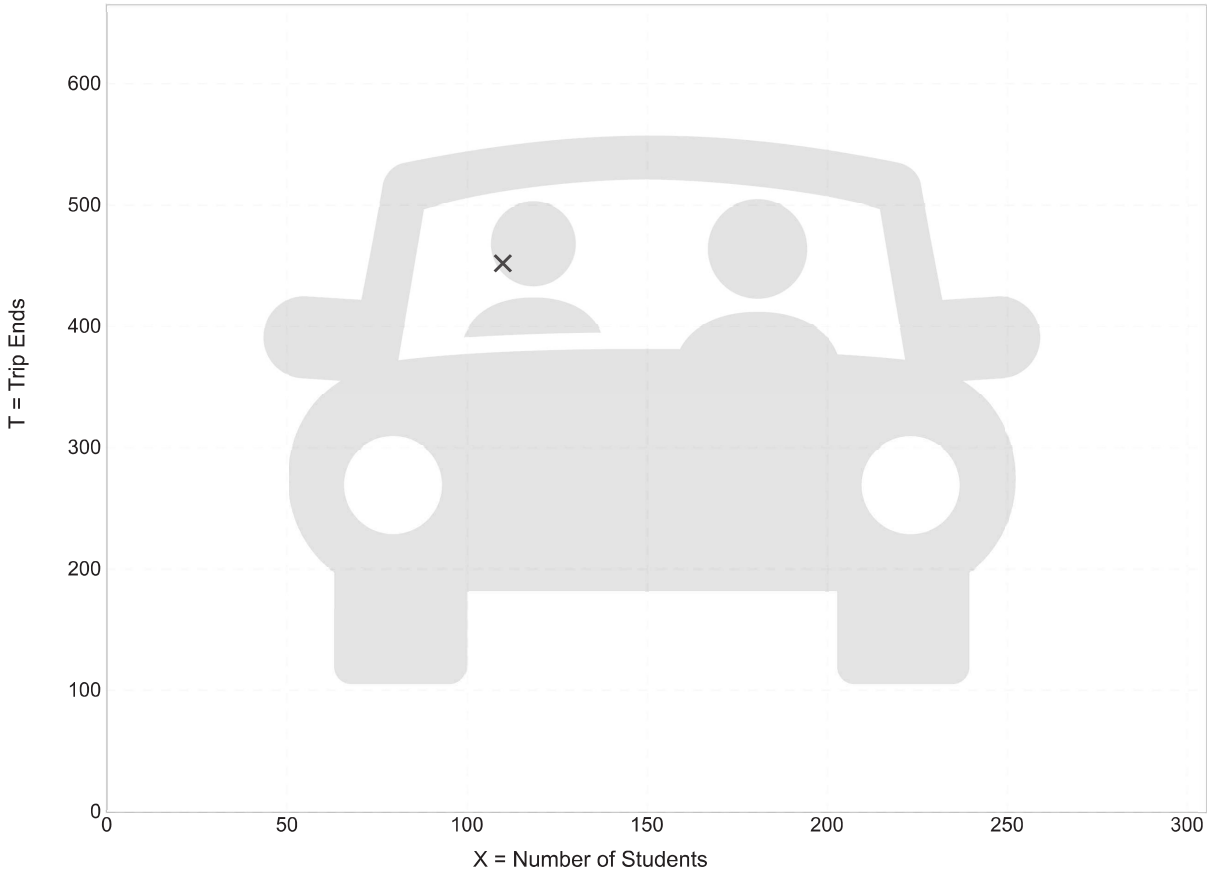
Setting/Location: **General Urban/Suburban**
Number of Studies: 1
Avg. Num. of Students: 110
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
4.11	4.11 - 4.11	*

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

Private School (K-8)
(530)

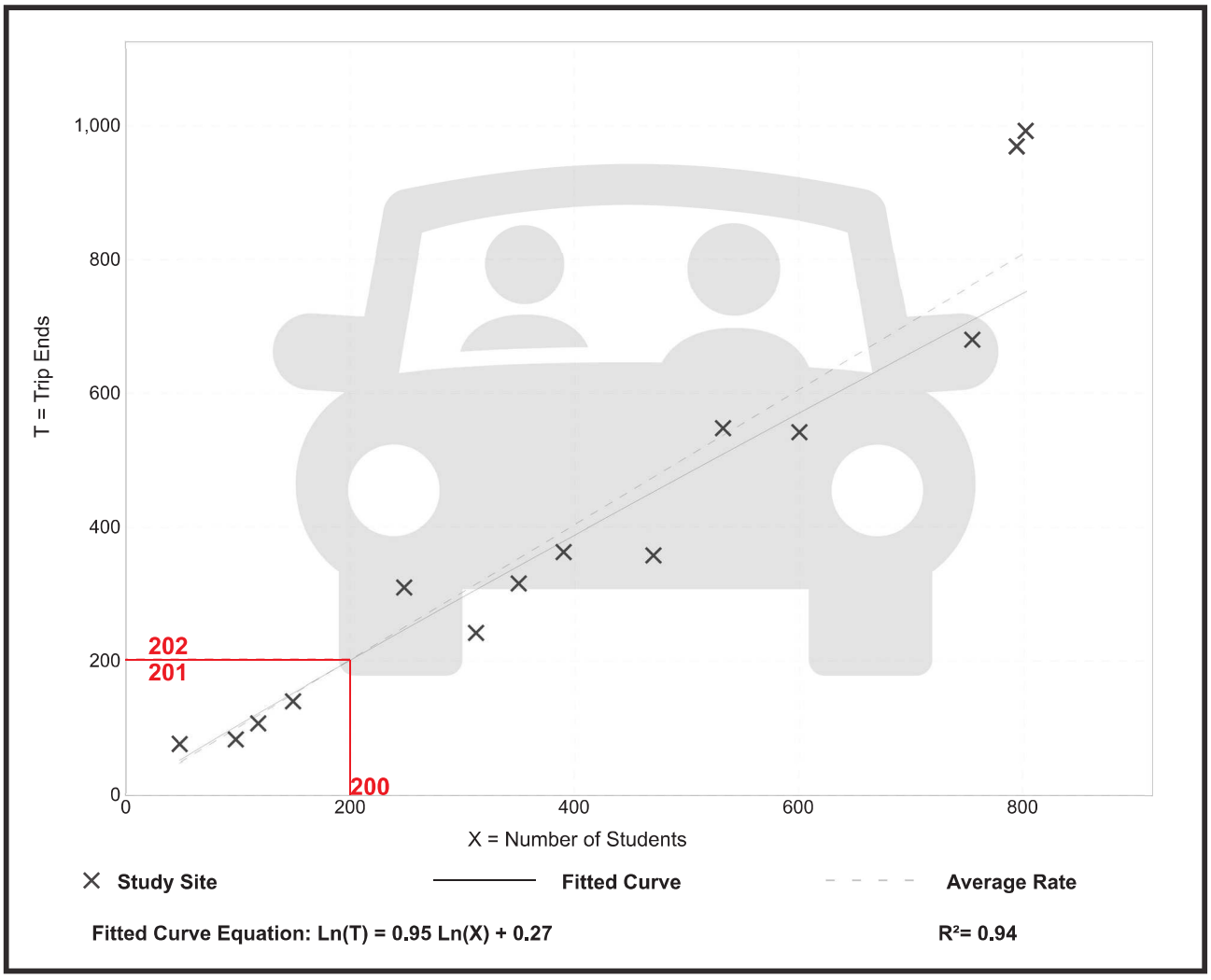
Vehicle Trip Ends vs: **Students**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 14
Avg. Num. of Students: 405
Directional Distribution: 56% entering, 44% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
1.01	0.76 - 1.58	0.18

Data Plot and Equation



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Private School (K-8)
(530)

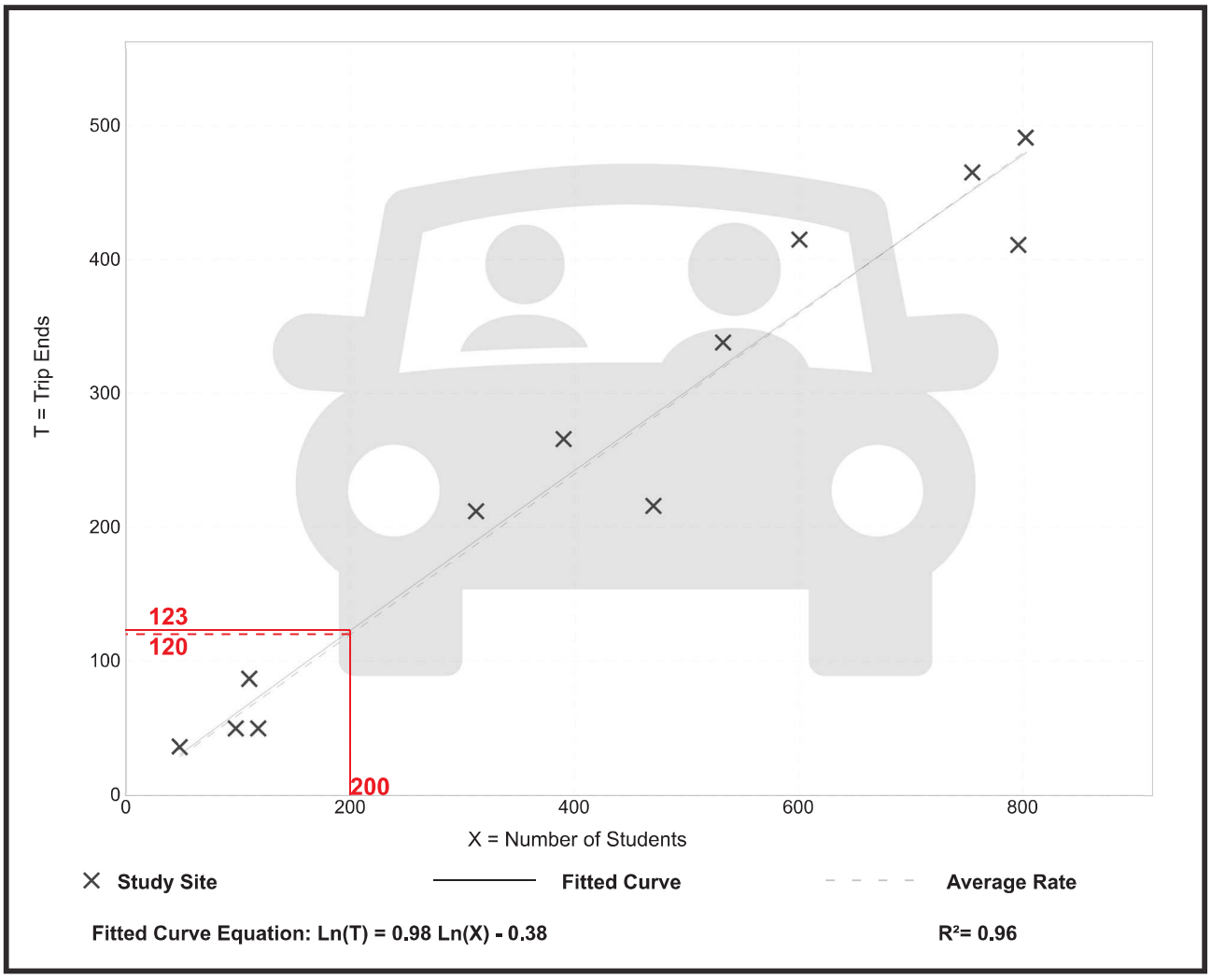
Vehicle Trip Ends vs: **Students**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 12
Avg. Num. of Students: 419
Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.60	0.42 - 0.79	0.09

Data Plot and Equation



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Private School (K-12)
(532)

Vehicle Trip Ends vs: **Students**
On a: **Weekday**

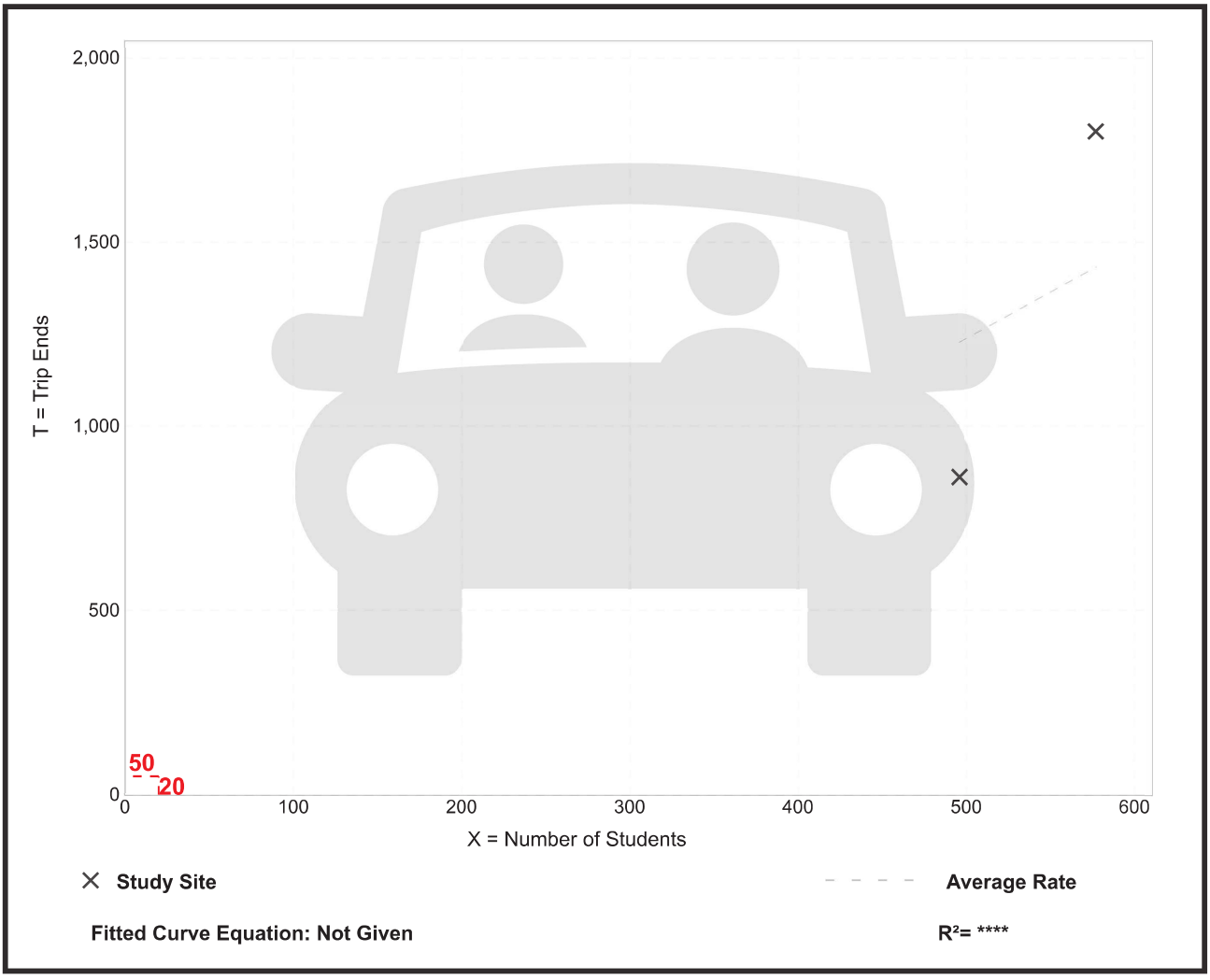
Setting/Location: **General Urban/Suburban**
Number of Studies: 2
Avg. Num. of Students: 537
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
2.48	1.74 - 3.12	*

Data Plot and Equation

Caution – Small Sample Size



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Private School (K-12)
(532)

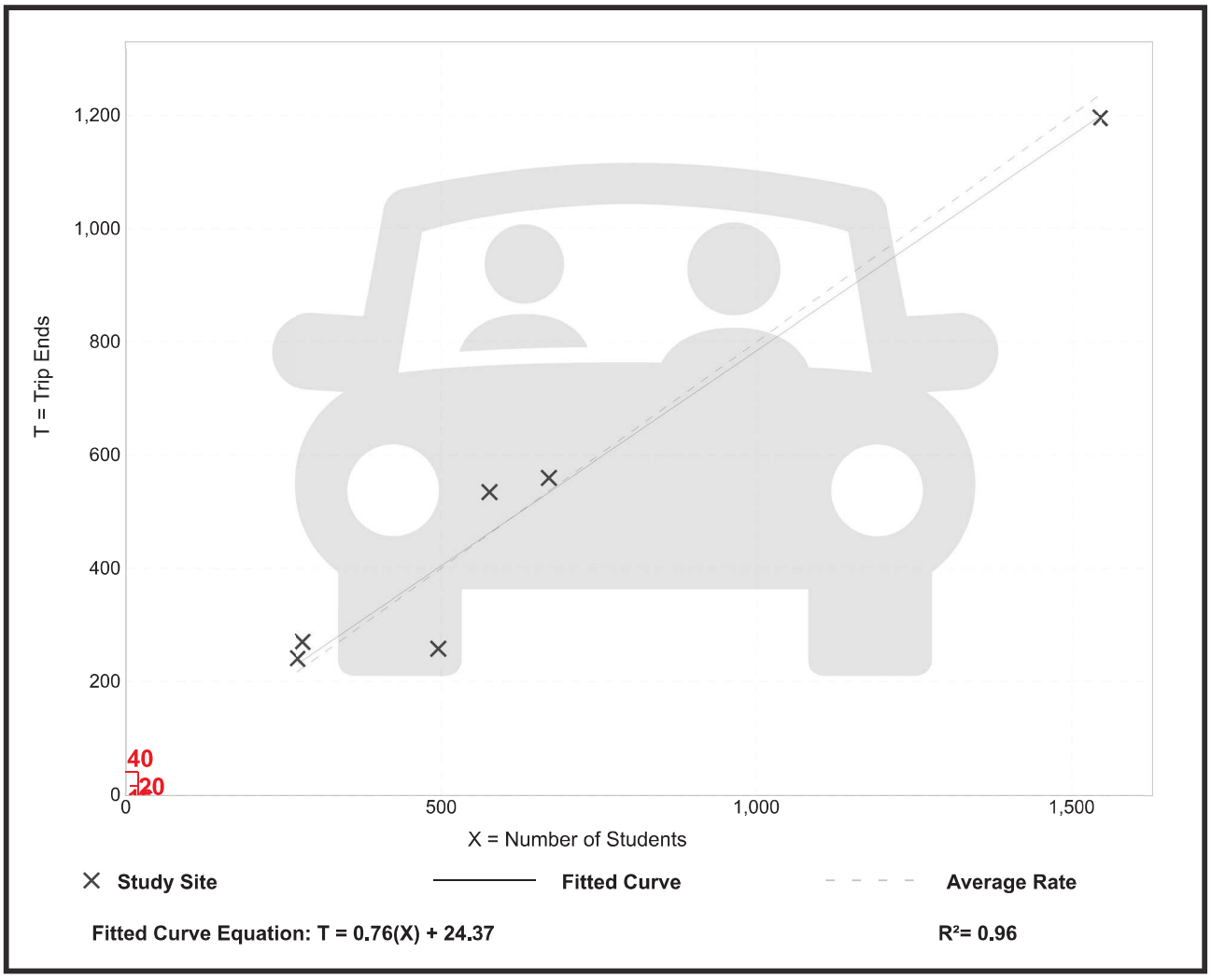
Vehicle Trip Ends vs: **Students**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 6
Avg. Num. of Students: 641
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.80	0.52 - 0.96	0.14

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

Private School (K-12)
(532)

Vehicle Trip Ends vs: **Students**
On a: **Weekday,**
PM Peak Hour of Generator

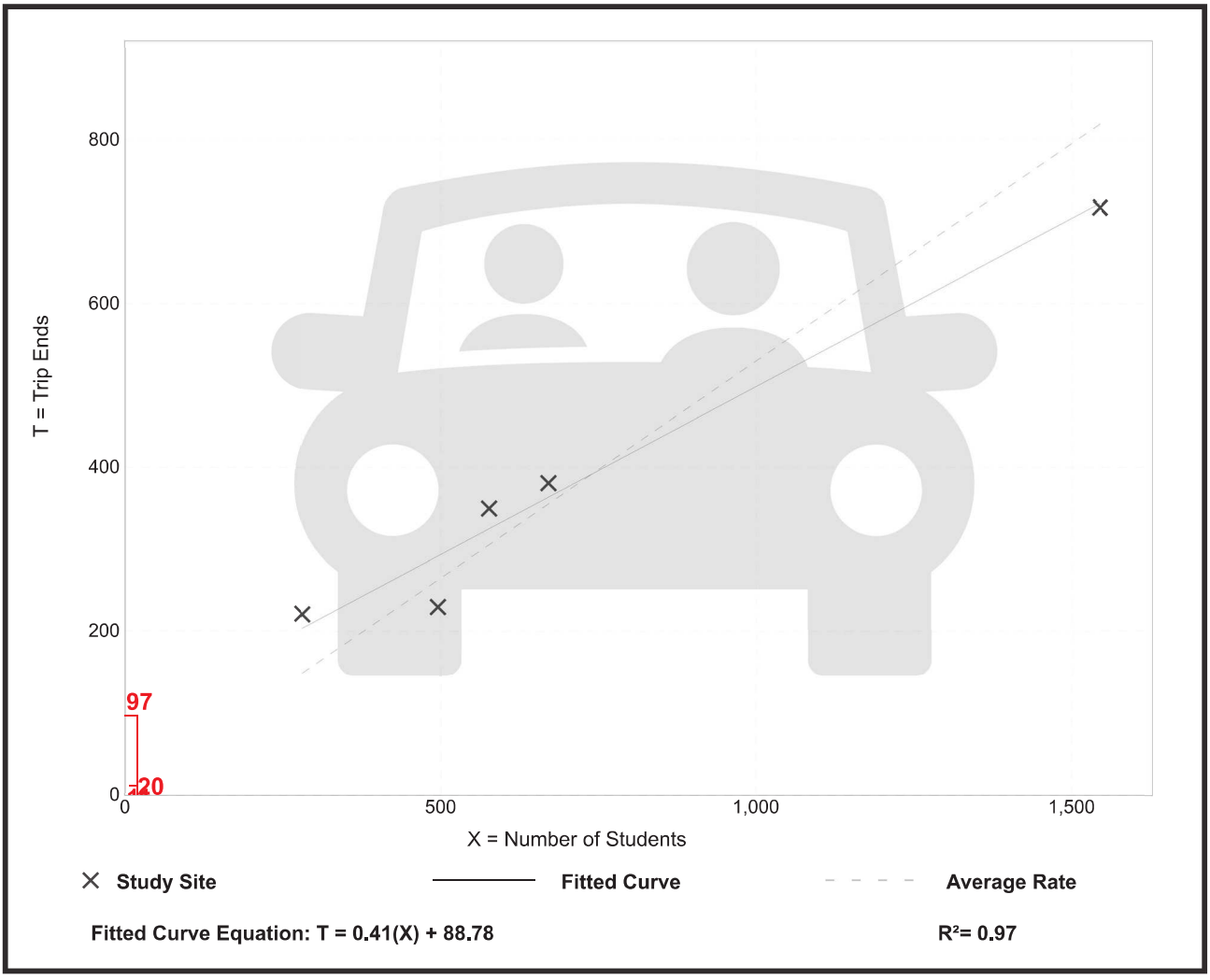
Setting/Location: **General Urban/Suburban**
Number of Studies: 5
Avg. Num. of Students: 714
Directional Distribution: 42% entering, 58% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.53	0.46 - 0.79	0.11

Data Plot and Equation

Caution – Small Sample Size



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Church
(560)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

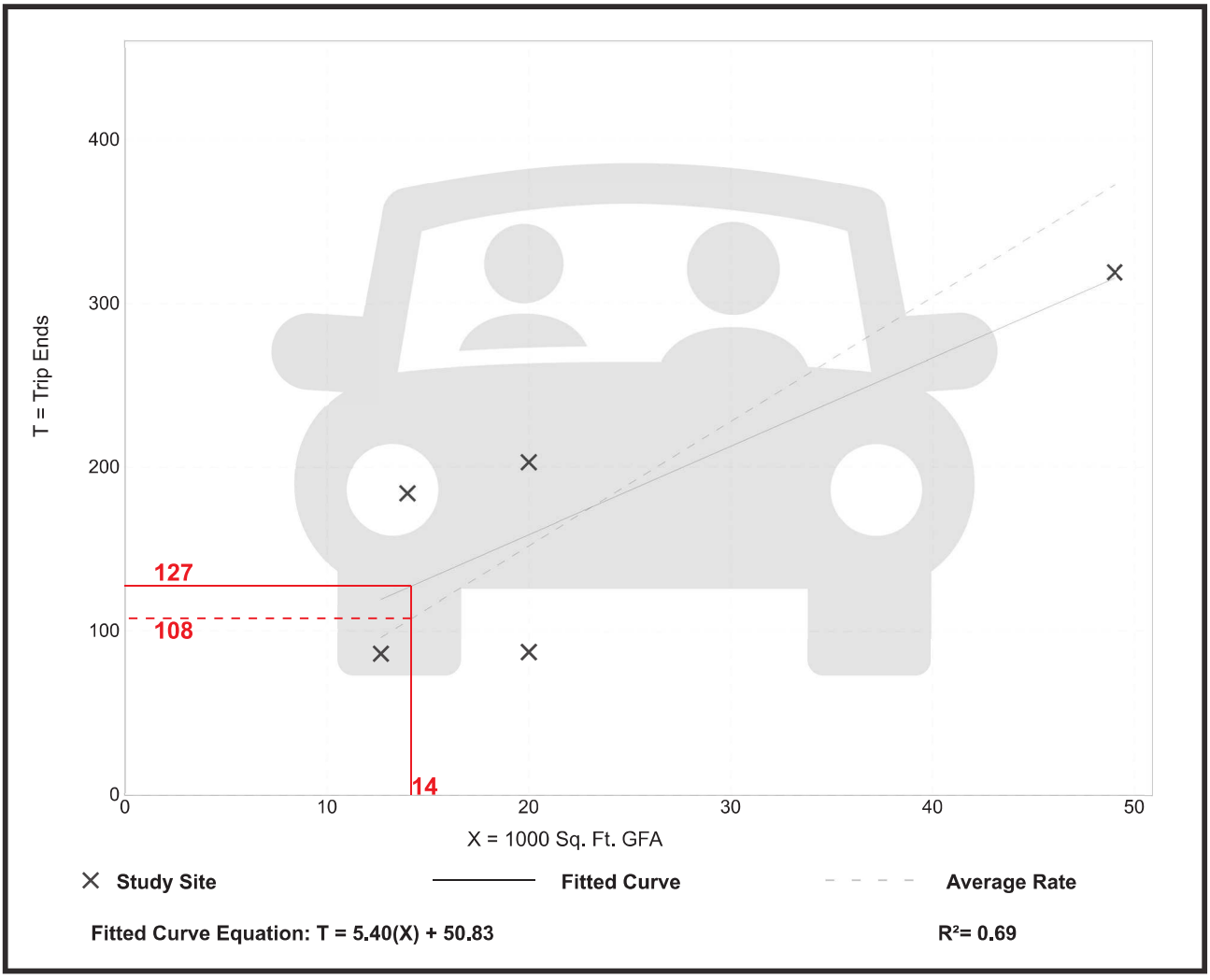
Setting/Location: **General Urban/Suburban**
Number of Studies: 5
Avg. 1000 Sq. Ft. GFA: 23
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
7.60	4.35 - 13.14	3.01

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

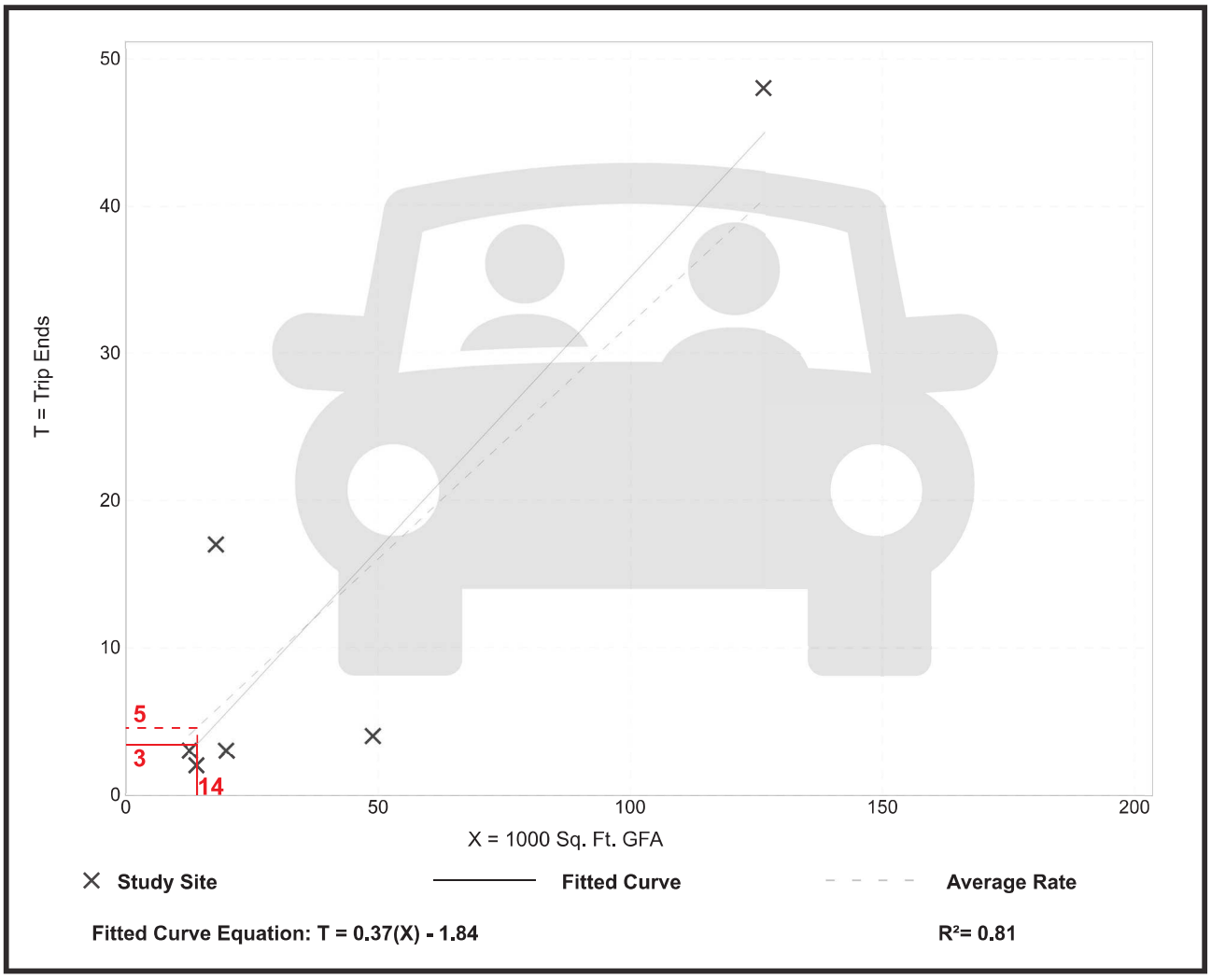
Church
(560)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 6
Avg. 1000 Sq. Ft. GFA: 40
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.32	0.08 - 0.94	0.24

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

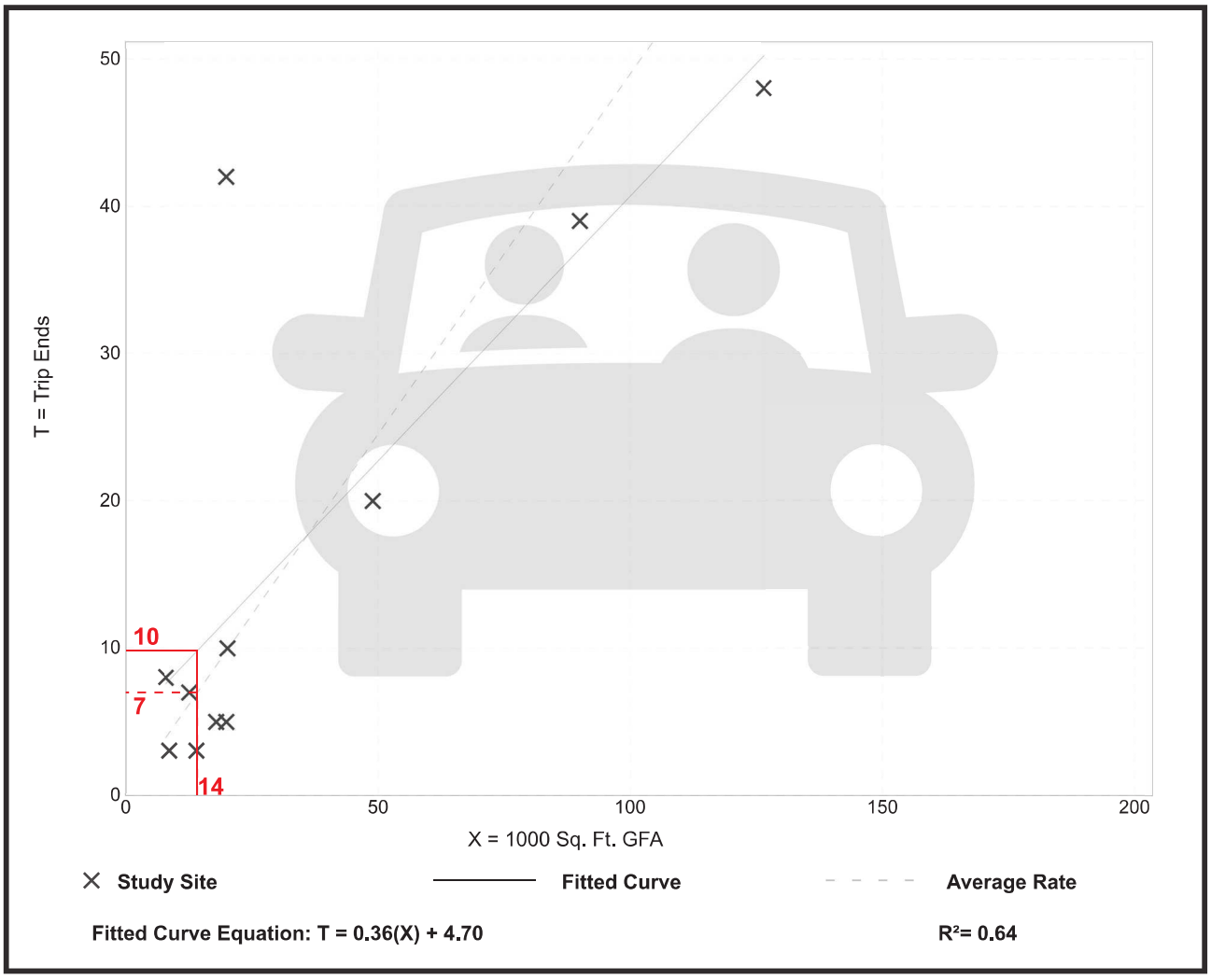
Church
(560)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 11
Avg. 1000 Sq. Ft. GFA: 35
Directional Distribution: 44% entering, 56% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.49	0.21 - 2.10	0.41

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

Appendix “C”

Operational Management Plan

OPERATIONAL MANAGEMENT PLAN

Dalton Learning Academy
Port St. Lucie, Florida

P25-041
PSLUSD Project# 11-211-00

Austin Dingwall, AIA
FL License# AR95675

Dingwall Architecture 1701 Highway A1A, Suite 105, Vero Beach, FL 32963 (772) 742-3003

Table of Contents

1.0 Introduction....3
2.0 Projected After-School Care & Bus Enrollment....3
3.0 Minimizing Southbound U-Turns on US-1....3
4.0 Afternoon Pick-up Process....4
5.0 Projected School Provided Bus Usage....4

Appendices

Traffic Queuing.....**APPENDIX A**
Northbound Traffic Exit Route.....**APPENDIX B**

1.0 Introduction

This operational management plan is supplemental to the Traffic Impact Study submitted by Hazley Transportation Group. It further highlights the plan to allow for traffic to the school to move smoothly and avoid queuing back into Route 1.

2.0 Percent of Students Expected in After-School Care or Bus Transportation

Dalton Learning Academy can have a maximum enrollment of **200 students** for the 2025–2026 school year. Of the 200 students, approximately **100 students (50%)** are anticipated to utilize **bus or shuttle transportation**, reducing the number of car riders at dismissal.

Additionally, an estimated **30 students (15%)** of remaining students participate in after-school care, further minimizing peak dismissal traffic. Therefore, **35% of students (approximately 70 students)** are expected to be picked up by individual vehicles at peak dismissal time.

Based on the statistics provided by the City's traffic consultant during the meeting held on 6/10/25, up to 40% of the remaining car riders arrive during the period prior to the afternoon dismissal. Therefore, it is expected that 28 vehicles (70*40%) are expected to arrive before dismissal. This would result in a queue of approximately 700 feet (28 veh * 25 feet/veh).

To prevent the possibility of the traffic queuing back onto Route 1, part of our planned operations is to start utilizing the parking aisles on the north side of the property once there are more than 28 vehicles in the queue. There are 660 feet (26 vehicles) that can be in queue by utilizing the parking aisles in the norther section of the property.

Please see **Appendix A** for illustration.

3.0 Plan to Minimize U-Turns on US 1

To reduce the need for U-turn maneuvers on US 1 and enhance overall traffic safety and operational efficiency, the following strategies will be implemented:

- **Directional signage** will be posted at both the school and church property exit to inform drivers that US 1 northbound can be accessed either via the designated turnaround point south of the school or through the signalized intersection at Jennings Road.
- **Parent communication** will emphasize using the designated turnaround point north of the school for safe U-turns, if necessary, and alternate routes for accessing US 1 from side streets.

This controlled flow helps prevent congestion and ensures a safe and efficient dismissal process.

Please see **Appendix B** for Illustration

4.0 Afternoon Pickup Process: Efficient Operations for Random Arrival Order

Dalton Learning Academy will implement an **organized placard system**:

- Parents will be provided with **color-coded dashboard placards** displaying their child's name.
- As cars enter the **parent pickup lane**, staff positioned midway through the queue will **read placards** and **relay names via walkie-talkie** to staff at the front of the building. Only vehicles with the appropriate color placard will be allowed to queue during their assigned dismissal window.
- Students will be grouped and staged according to grade level and real-time arrival of their parent's vehicle.
- This eliminates the need to stop vehicles at entry points and avoids backups onto US 1.
- The pick-up/drop-off safe zone will be 60 feet long and will accommodate 2 cars at a time for pick-up or drop-off. The traffic engineer has an estimated 40 seconds for each car in the safe zone. In 15 minutes 45 vehicles can be cleared from the queue.
- Staff maintain **walkie-talkie communication** between mid-queue, entry, and pickup zone for coordinated student delivery. Verbal and visual announcements will be made on-site to signal the start of dismissal window.
- A detailed **Parent Orientation Open House** (in person and via Zoom) will be held prior to the start of school to walk families through the new procedures. A **slideshow and instructional video** will be provided during orientation, clearly demonstrating morning drop-off and afternoon pick-up routines. Parents will receive a contract to sign and return acknowledging that they received, understand and will abide by the requirements presented by the school.

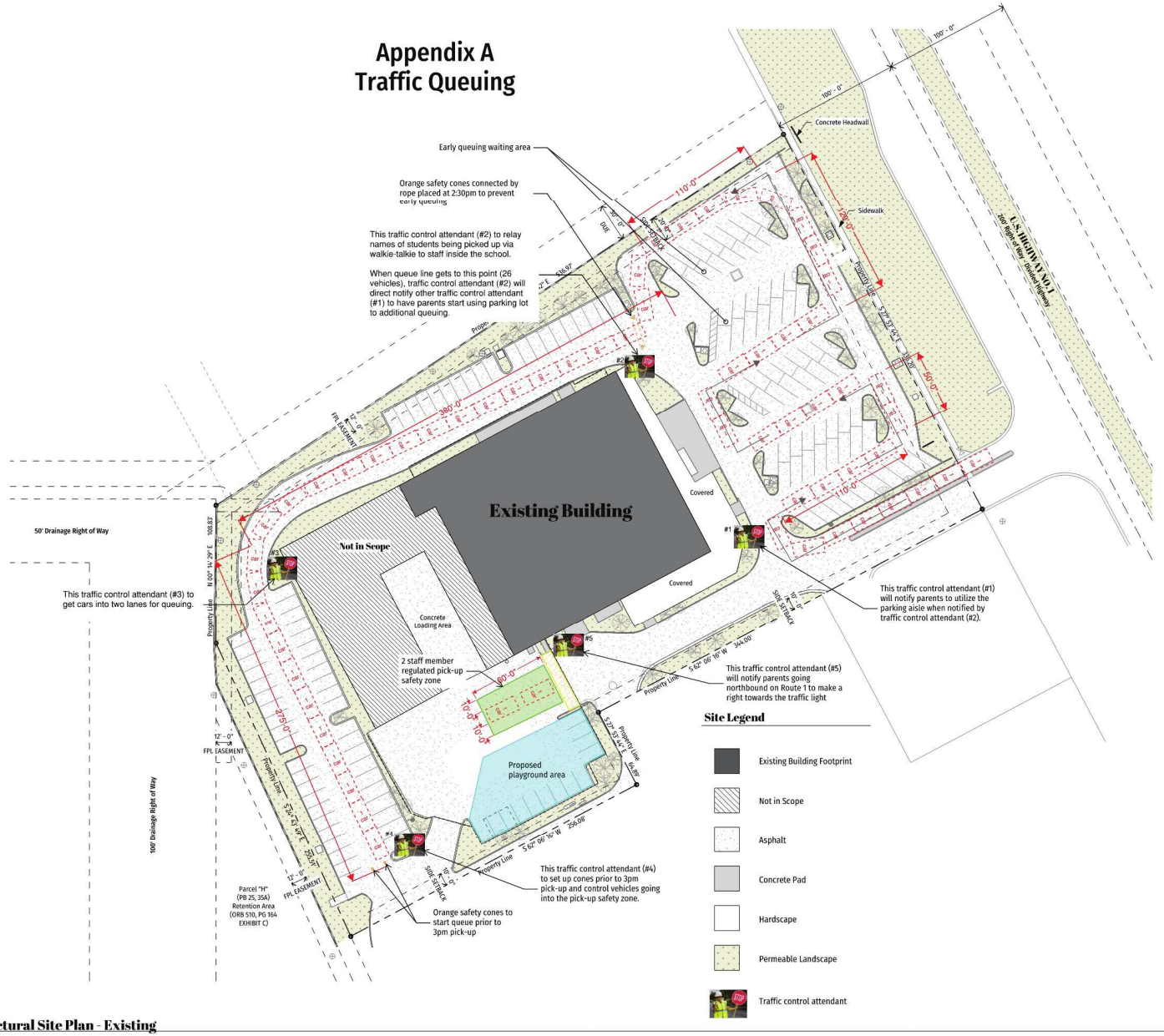
5.0 Number of Students Transported by Bus

A total of **100 students** (50% enrollment) will be served by:

- **One large school bus (60 student capacity)**
- **One small shuttle bus (40 student capacity)**

Bus and shuttle students are dismissed **promptly at 2:45 PM**, ahead of the 3:00 PM primary car rider traffic. Buses will shuttle students to the original Dalton Learning Center location for students with younger siblings at the preschool or for parents who would to prefer to pick their children up from that location because it is more convenient for them. The school will also provide a door-to-door pick-up and drop-off service to the student's home for an additional fee.

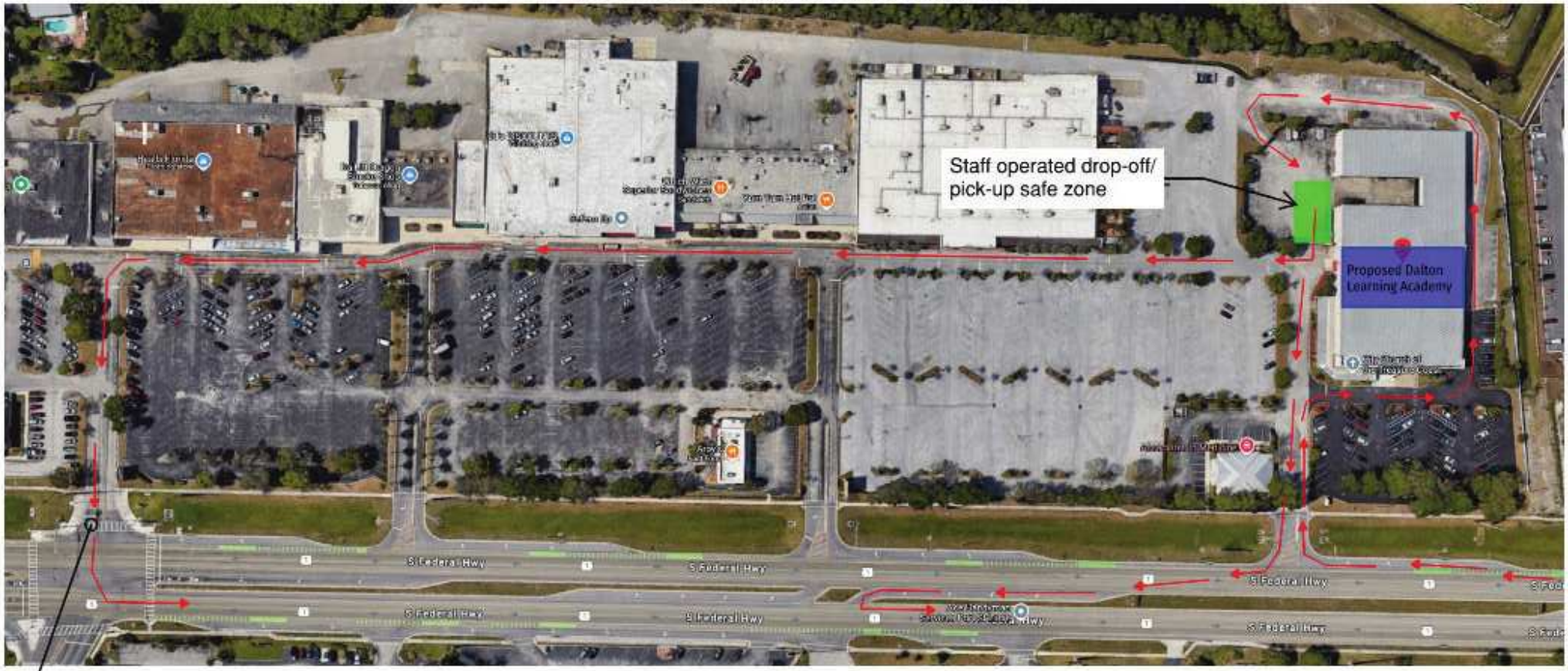
Appendix A
Traffic Queuing



IA G01 **Architectural Site Plan - Existing**
Scale: 1" = 40'-0"

Appendix B

Northbound Headed Traffic Exit Route



Traffic light to get onto northbound Route 1

SKETCH
SK2

Dalton Learning Academy

10011 S US Highway 1, Port St. Lucie, Florida
02/27/25

P25-041
PSLUSD Project # 11-211-00

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Appendix “D”

Traffic Data

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9400 EAST-A1A TO US1

MOCF: 0.89

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.04	1.17
2	01/07/2024 - 01/13/2024	1.00	1.12
3	01/14/2024 - 01/20/2024	0.95	1.07
* 4	01/21/2024 - 01/27/2024	0.93	1.04
* 5	01/28/2024 - 02/03/2024	0.91	1.02
* 6	02/04/2024 - 02/10/2024	0.89	1.00
* 7	02/11/2024 - 02/17/2024	0.87	0.98
* 8	02/18/2024 - 02/24/2024	0.87	0.98
* 9	02/25/2024 - 03/02/2024	0.86	0.97
*10	03/03/2024 - 03/09/2024	0.86	0.97
*11	03/10/2024 - 03/16/2024	0.85	0.96
*12	03/17/2024 - 03/23/2024	0.87	0.98
*13	03/24/2024 - 03/30/2024	0.88	0.99
*14	03/31/2024 - 04/06/2024	0.89	1.00
*15	04/07/2024 - 04/13/2024	0.91	1.02
*16	04/14/2024 - 04/20/2024	0.92	1.03
17	04/21/2024 - 04/27/2024	0.94	1.06
18	04/28/2024 - 05/04/2024	0.97	1.09
19	05/05/2024 - 05/11/2024	0.99	1.11
20	05/12/2024 - 05/18/2024	1.02	1.15
21	05/19/2024 - 05/25/2024	1.03	1.16
22	05/26/2024 - 06/01/2024	1.04	1.17
23	06/02/2024 - 06/08/2024	1.05	1.18
24	06/09/2024 - 06/15/2024	1.06	1.19
25	06/16/2024 - 06/22/2024	1.07	1.20
26	06/23/2024 - 06/29/2024	1.07	1.20
27	06/30/2024 - 07/06/2024	1.07	1.20
28	07/07/2024 - 07/13/2024	1.08	1.21
29	07/14/2024 - 07/20/2024	1.08	1.21
30	07/21/2024 - 07/27/2024	1.09	1.22
31	07/28/2024 - 08/03/2024	1.09	1.22
32	08/04/2024 - 08/10/2024	1.10	1.24
33	08/11/2024 - 08/17/2024	1.10	1.24
34	08/18/2024 - 08/24/2024	1.11	1.25
35	08/25/2024 - 08/31/2024	1.11	1.25
36	09/01/2024 - 09/07/2024	1.11	1.25
37	09/08/2024 - 09/14/2024	1.12	1.26
38	09/15/2024 - 09/21/2024	1.12	1.26
39	09/22/2024 - 09/28/2024	1.12	1.26
40	09/29/2024 - 10/05/2024	1.11	1.25
41	10/06/2024 - 10/12/2024	1.11	1.25
42	10/13/2024 - 10/19/2024	1.11	1.25
43	10/20/2024 - 10/26/2024	1.09	1.22
44	10/27/2024 - 11/02/2024	1.08	1.21
45	11/03/2024 - 11/09/2024	1.06	1.19
46	11/10/2024 - 11/16/2024	1.05	1.18
47	11/17/2024 - 11/23/2024	1.05	1.18
48	11/24/2024 - 11/30/2024	1.04	1.17
49	12/01/2024 - 12/07/2024	1.04	1.17
50	12/08/2024 - 12/14/2024	1.04	1.17
51	12/15/2024 - 12/21/2024	1.04	1.17
52	12/22/2024 - 12/28/2024	1.00	1.12
53	12/29/2024 - 12/31/2024	0.95	1.07

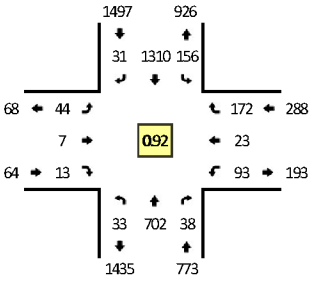
* PEAK SEASON

04-MAR-2025 16:32:53 830UPD 4_9400_PKSEASON.TXT

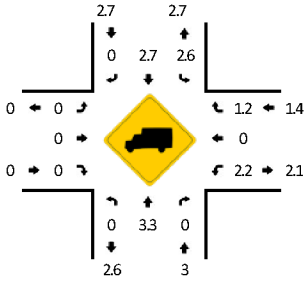
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

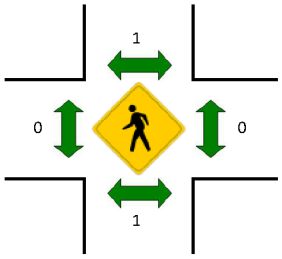
LOCATION: US 1 -- Jennings Rd | **QC JOB #:** 17130801
CITY/STATE: Port St. Lucie, FL | **DATE:** Thu, Jun 19 2025

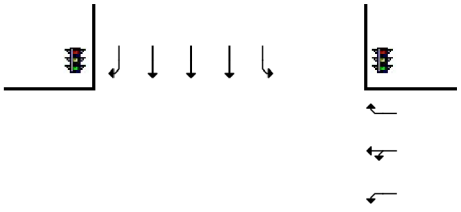
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:45 AM -- 9:00 AM

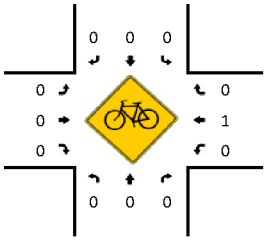


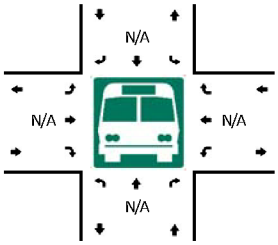
TRUE DATA TO IMPROVE MOBILITY

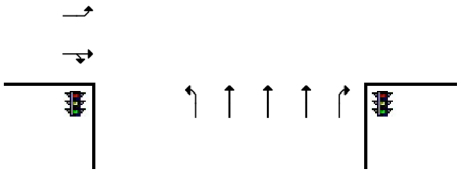


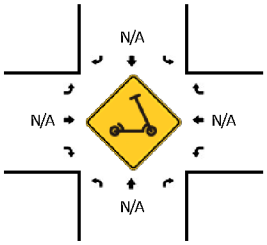












15-Min Count Period Beginning At	US 1 (Northbound)				US 1 (Southbound)				Jennings Rd (Eastbound)				Jennings Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	3	164	11	2	30	330	4	0	2	0	2	0	15	3	32	0	598	
7:15 AM	1	146	5	1	28	345	5	0	7	3	2	0	16	4	38	0	601	
7:30 AM	4	176	10	4	31	356	10	0	5	1	1	0	18	0	54	0	670	
7:45 AM	2	153	5	4	49	352	6	1	3	3	1	0	29	1	30	0	639	2508
8:00 AM	4	152	4	4	39	307	5	2	8	0	1	0	26	3	44	0	599	2509
8:15 AM	1	173	11	2	35	305	8	1	9	4	5	0	19	3	37	0	613	2521
8:30 AM	3	183	12	3	33	349	10	3	13	0	5	0	28	8	47	0	697	2548
8:45 AM	6	194	11	10	41	349	8	2	14	3	2	0	20	9	44	0	713	2622

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	24	776	44	40	164	1396	32	8	56	12	8	0	80	36	176	0	2852
Heavy Trucks	0	20	0		8	44	0		0	0	0		4	0	4		80
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

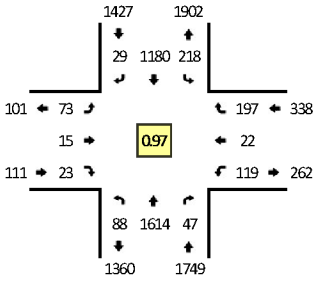
Comments:

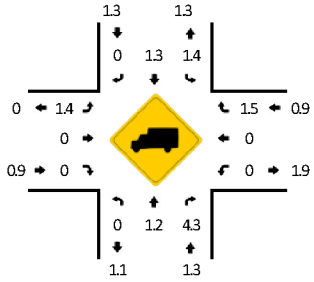
Report generated on 6/20/2025 1:34 PM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

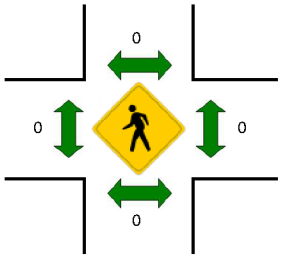
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

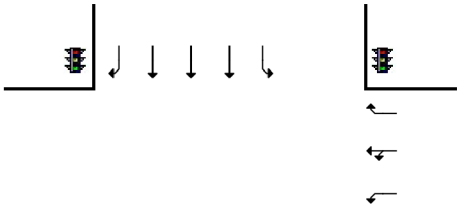
LOCATION: US 1 -- Jennings Rd | **QC JOB #:** 17130802
CITY/STATE: Port St. Lucie, FL | **DATE:** Thu, Jun 19 2025

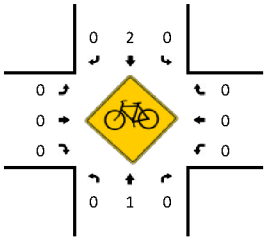
Peak-Hour: 4:45 PM -- 5:45 PM
Peak 15-Min: 5:00 PM -- 5:15 PM

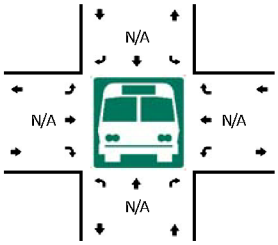


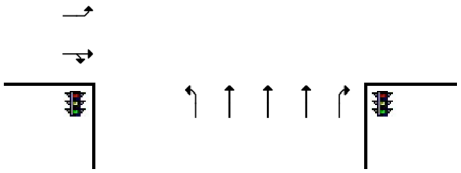


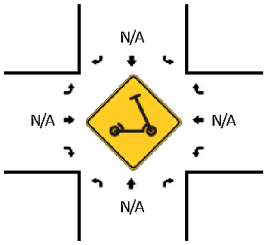












15-Min Count Period Beginning At	US 1 (Northbound)				US 1 (Southbound)				Jennings Rd (Eastbound)				Jennings Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	7	347	11	4	38	265	8	5	21	8	9	0	32	9	43	0	807	
4:15 PM	7	394	11	8	49	275	5	4	10	4	12	0	16	5	42	0	842	
4:30 PM	9	372	8	4	50	335	8	5	21	7	6	1	18	9	41	0	894	
4:45 PM	16	401	12	8	43	293	4	4	19	0	8	0	32	2	47	0	889	3432
5:00 PM	10	452	16	11	57	283	7	3	14	5	5	0	28	4	42	0	937	3562
5:15 PM	12	347	12	11	51	303	9	9	23	6	7	0	31	7	52	0	880	3600
5:30 PM	12	414	7	8	49	301	9	2	17	4	3	0	28	9	56	0	919	3625
5:45 PM	6	371	8	4	47	286	7	5	16	6	9	0	18	10	48	0	841	3577

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	40	1808	64	44	228	1132	28	12	56	20	20	0	112	16	168	0	3748
Heavy Trucks	0	16	0		12	16	0		0	0	0		0	0	0		44
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	4	0		0	0	0		0	0	0		0	0	0		4
Scooters																	

Comments:

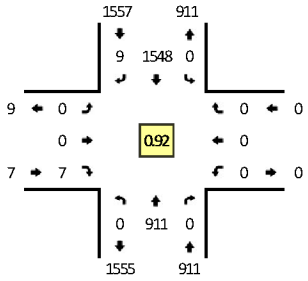
Report generated on 6/20/2025 1:34 PM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

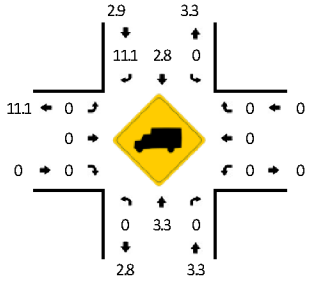
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: US 1 -- Right In/ Right Out
CITY/STATE: Port St. Lucie, FL

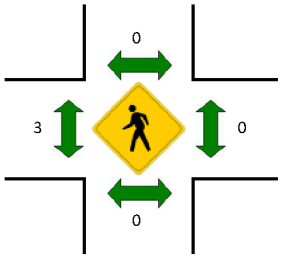
QC JOB #: 17130803
DATE: Thu, Jun 19 2025

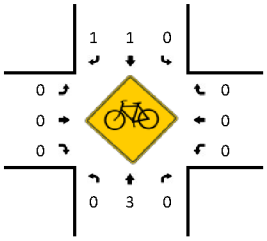
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:30 AM -- 8:45 AM

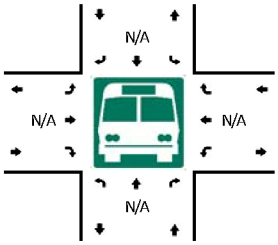


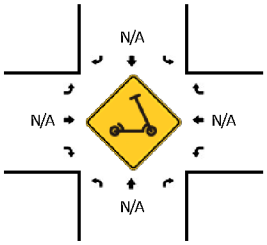


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	US 1 (Northbound)				US 1 (Southbound)				Right In/ Right Out (Eastbound)				Right In/ Right Out (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	188	0	0	0	367	0	0	0	0	0	0	0	0	0	0	555	
7:15 AM	0	201	0	0	0	386	1	0	0	0	1	0	0	0	0	0	589	
7:30 AM	0	211	0	0	0	411	0	0	0	0	1	0	0	0	0	0	623	
7:45 AM	0	196	0	0	0	427	0	0	0	0	0	0	0	0	0	0	623	2390
8:00 AM	0	204	0	0	0	359	5	0	0	0	2	0	0	0	0	0	570	2405
8:15 AM	0	212	0	0	0	356	2	0	0	0	0	0	0	0	0	0	570	2386
8:30 AM	0	257	0	0	0	413	2	0	0	0	2	0	0	0	0	0	674	2437
8:45 AM	0	238	0	0	0	420	0	0	0	0	3	0	0	0	0	0	661	2475

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	1028	0	0	0	1652	8	0	0	0	8	0	0	0	0	0	2696
Heavy Trucks	0	32	0		0	60	0		0	0	0		0	0	0		92
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	4	0		0	0	0		0	0	0		4
Scooters																	

Comments:

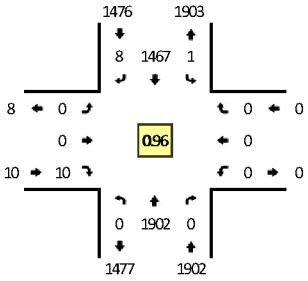
Report generated on 6/20/2025 1:34 PM

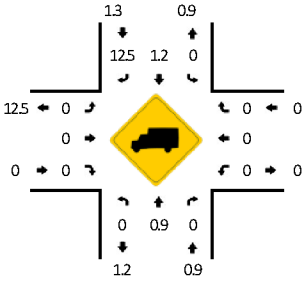
SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

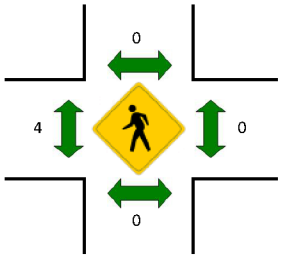
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

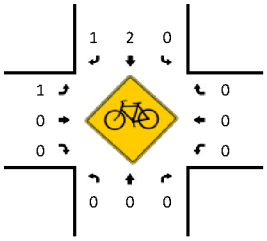
LOCATION: US 1 -- Right In/ Right Out | **QC JOB #:** 17130804
CITY/STATE: Port St. Lucie, FL | **DATE:** Thu, Jun 19 2025

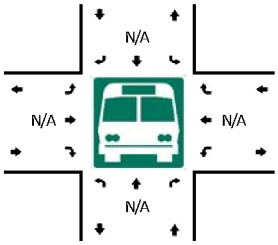
Peak-Hour: 4:45 PM -- 5:45 PM
Peak 15-Min: 5:30 PM -- 5:45 PM

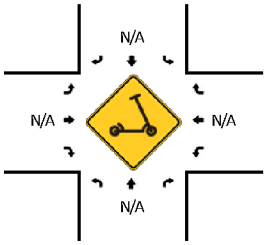












15-Min Count Period Beginning At	US 1 (Northbound)				US 1 (Southbound)				Right In/ Right Out (Eastbound)				Right In/ Right Out (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	421	0	0	0	363	1	0	0	0	2	0	0	0	0	0	787	
4:15 PM	0	440	0	0	0	318	0	0	0	0	1	0	0	0	0	0	759	
4:30 PM	0	448	0	0	0	396	4	0	0	0	3	0	0	0	0	0	851	
4:45 PM	0	464	0	0	0	367	2	0	0	0	1	0	0	0	0	0	834	3231
5:00 PM	0	505	0	0	0	331	0	0	0	0	3	0	0	0	0	0	839	3283
5:15 PM	0	446	0	0	0	377	3	1	0	0	3	0	0	0	0	0	830	3354
5:30 PM	0	487	0	0	0	392	3	0	0	0	3	0	0	0	0	0	885	3388
5:45 PM	0	412	0	0	0	334	1	0	0	0	8	0	0	0	0	0	755	3309

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	1948	0	0	0	1568	12	0	0	0	12	0	0	0	0	0	3540
Heavy Trucks	0	24	0		0	20	0		0	0	0		0	0	0		44
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	8	0		0	0	0		0	0	0		8
Scooters																	

Comments:

Report generated on 6/20/2025 1:34 PM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

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Appendix “E”

Intersection Volume Derivation

Project Traffic Assignment

Inbound

Outbound

Project Traffic Assignment

Existing	**2025**
Buildout	**2028**
years	**3.00**
S.F.	**1.20**

Dalton Learning Academy
Intersection Traffic Derivation (YR 2028 AM Peak Hour)

US 1 at Project Entrance

					Project			Future
	Existing	Adjusted	Growth	Future	In / Out	Dist.	Traffic	Total
EB								
Left	0	0	2.50%	0			0	0
Thru	0	0	2.50%	0			0	0
Right	7	8	2.50%	9	O	88%	80	89
WB								
Left	0	0	2.50%	0			0	0
Thru	0	0	2.50%	0			0	0
Right	0	0	2.50%	0			0	0
NB								
Left	0	0	2.50%	0			0	0
Thru	911	1,093	2.50%	1,177	I/O	46% (I)/31%(O)	82	1,259
Right	0	0	2.50%	0			0	0
SB								
Left	0	0	2.50%	0			0	0
Thru	1548	1,858	2.50%	2,001			0	2,001
Right	9	11	2.50%	12	I	77%	89	101

US 1 at SE Jennings Rd/Plaza Entrance

					Project			Future
	Existing	Adjusted	Growth	Future	In / Out	Dist.	Traffic	Total
EB								
Left	44	53	2.50%	57	O	10%	9	66
Thru	7	8	2.50%	9	O	2%	2	11
Right	13	16	2.50%	17			0	17
WB								
Left	93	112	2.50%	121			0	121
Thru	23	28	2.50%	30	I	2%	2	32
Right	172	206	2.50%	222	I	3%	3	225
NB								
Left	33	40	2.50%	43	I	21%	24	67
Thru	702	842	2.50%	907	I	43%	50	957
Right	38	46	2.50%	50			0	50
SB								
Left	156	187	2.50%	201	O	3%	3	204
Thru	1310	1,572	2.50%	1,693	O	64%	58	1,751
Right	31	37	2.50%	40			0	40

Dalton Learning Academy
Intersection Traffic Derivation (YR 2028 PM Peak Hour)

US 1 at Project Entrance

					Project			Future
	Existing	Adjusted	Growth	Future	In / Out	Dist.	Traffic	Total
EB								
Left	0	0	2.50%	0			0	0
Thru	0	0	2.50%	0			0	0
Right	10	12	2.50%	13	O	88%	60	73
WB								
Left	0	0	2.50%	0			0	0
Thru	0	0	2.50%	0			0	0
Right	0	0	2.50%	0			0	0
NB								
Left	0	0	2.50%	0			0	0
Thru	1902	2,282	2.50%	2,457	I/O	46% (I)/31%(O)	48	2,505
Right	0	0	2.50%	0			0	0
SB								
Left	0	0	2.50%	0			0	0
Thru	1467	1,760	2.50%	1,895			0	1,895
Right	8	10	2.50%	11	I	77%	45	56

US 1 at SE Jennings Rd/Plaza Entrance

					Project			Future
	Existing	Adjusted	Growth	Future	In / Out	Dist.	Traffic	Total
EB								
Left	73	88	2.50%	95	O	10%	7	102
Thru	15	18	2.50%	19	O	2%	1	20
Right	23	28	2.50%	30			0	30
WB								
Left	119	143	2.50%	154			0	154
Thru	22	26	2.50%	28	I	2%	1	29
Right	197	236	2.50%	254	I	3%	2	256
NB								
Left	88	106	2.50%	114	I	21%	12	126
Thru	1614	1,937	2.50%	2,086	I	43%	25	2,111
Right	47	56	2.50%	60			0	60
SB								
Left	218	262	2.50%	282	O	3%	2	284
Thru	1180	1,416	2.50%	1,525	O	64%	44	1,569
Right	29	35	2.50%	38			0	38

Appendix “F”

Synchro Output Reports

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	8	0	1093	1858	11
Future Vol, veh/h	0	8	0	1093	1858	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	240
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	3	3	11
Mvmt Flow	0	9	0	1188	2020	12

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	1010	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	204	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	204	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	23.4	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	204	-	-
HCM Lane V/C Ratio	-	0.043	-	-
HCM Ctrl Dly (s/v)	-	23.4	-	-
HCM Lane LOS	-	C	-	-
HCM 95th %tile Q(veh)	-	0.1	-	-

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	53	8	16	112	28	206	40	842	46	187	1572	37
Future Volume (vph)	53	8	16	112	28	206	40	842	46	187	1572	37
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.1	7.1		7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1
Lane Util. Factor	1.00	1.00		0.95	0.95	1.00	1.00	0.91	1.00	1.00	0.91	1.00
Frt	1.00	0.90		1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	0.97	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1680		1681	1718	1583	1770	5085	1583	1770	5085	1583
Flt Permitted	0.95	1.00		0.95	0.97	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1680		1681	1718	1583	1770	5085	1583	1770	5085	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	58	9	17	122	30	224	43	915	50	203	1709	40
RTOR Reduction (vph)	0	16	0	0	0	206	0	0	26	0	0	15
Lane Group Flow (vph)	58	10	0	76	76	18	43	915	24	203	1709	25
Turn Type	Split	NA		Split	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	8	8		4	4		1	6		5	2	
Permitted Phases						4			6			2
Actuated Green, G (s)	9.0	9.0		12.3	12.3	12.3	7.9	72.3	72.3	28.0	92.4	92.4
Effective Green, g (s)	9.0	9.0		12.3	12.3	12.3	7.9	72.3	72.3	28.0	92.4	92.4
Actuated g/C Ratio	0.06	0.06		0.08	0.08	0.08	0.05	0.48	0.48	0.19	0.62	0.62
Clearance Time (s)	7.1	7.1		7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	106	100		137	140	129	93	2450	763	330	3132	975
v/s Ratio Prot	c0.03	0.01		c0.05	0.04		0.02	0.18		c0.11	c0.34	
v/s Ratio Perm						0.01			0.02			0.02
v/c Ratio	0.55	0.10		0.55	0.54	0.14	0.46	0.37	0.03	0.62	0.55	0.03
Uniform Delay, d1	68.5	66.7		66.2	66.1	64.0	69.0	24.5	20.4	56.0	16.7	11.2
Progression Factor	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	5.7	0.4		4.8	4.2	0.5	3.6	0.4	0.1	3.4	0.7	0.0
Delay (s)	74.2	67.1		71.0	70.4	64.5	72.6	25.0	20.5	59.4	17.3	11.3
Level of Service	E	E		E	E	E	E	C	C	E	B	B
Approach Delay (s/veh)		72.0			67.0			26.8			21.6	
Approach LOS		E			E			C			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	29.4	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.57		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	28.4
Intersection Capacity Utilization	62.8%	ICU Level of Service	B
Analysis Period (min)	15		

c Critical Lane Group

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	12	0	2282	1760	10
Future Vol, veh/h	0	12	0	2282	1760	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	240
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	1	13
Mvmt Flow	0	13	0	2377	1833	10

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	917	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	236	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	236	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	21.13	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	236	-	-
HCM Lane V/C Ratio	-	0.053	-	-
HCM Ctrl Dly (s/v)	-	21.1	-	-
HCM Lane LOS	-	C	-	-
HCM 95th %tile Q(veh)	-	0.2	-	-

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	88	18	28	143	26	236	106	1937	56	262	1416	35
Future Volume (vph)	88	18	28	143	26	236	106	1937	56	262	1416	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.1	7.1		7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1
Lane Util. Factor	1.00	1.00		0.95	0.95	1.00	1.00	0.91	1.00	1.00	0.91	1.00
Frt	1.00	0.91		1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	0.97	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1694		1681	1711	1583	1770	5085	1553	1770	5085	1583
Flt Permitted	0.95	1.00		0.95	0.97	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1694		1681	1711	1583	1770	5085	1553	1770	5085	1583
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	91	19	29	147	27	243	109	1997	58	270	1460	36
RTOR Reduction (vph)	0	27	0	0	0	199	0	0	31	0	0	16
Lane Group Flow (vph)	91	21	0	87	87	44	109	1997	27	270	1460	20
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	4%	2%	2%	2%
Turn Type	Split	NA		Split	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	8	8		4	4		1	6		5	2	
Permitted Phases						4			6			2
Actuated Green, G (s)	13.5	13.5		13.6	13.6	13.6	14.5	74.9	74.9	29.6	90.0	90.0
Effective Green, g (s)	13.5	13.5		13.6	13.6	13.6	14.5	74.9	74.9	29.6	90.0	90.0
Actuated g/C Ratio	0.08	0.08		0.09	0.09	0.09	0.09	0.47	0.47	0.19	0.56	0.56
Clearance Time (s)	7.1	7.1		7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	149	142		142	145	134	160	2380	726	327	2860	890
v/s Ratio Prot	c0.05	0.01		c0.05	0.05		0.06	c0.39		c0.15	0.29	
v/s Ratio Perm						0.03			0.02			0.01
v/c Ratio	0.61	0.15		0.61	0.60	0.33	0.68	0.84	0.04	0.83	0.51	0.02
Uniform Delay, d1	70.7	67.9		70.7	70.6	68.9	70.5	37.3	23.0	62.7	21.5	15.5
Progression Factor	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	7.2	0.5		7.6	6.8	1.5	11.3	3.7	0.1	15.5	0.7	0.0
Delay (s)	77.9	68.4		78.3	77.4	70.4	81.8	41.0	23.1	78.2	22.1	15.6
Level of Service	E	E		E	E	E	F	D	C	E	C	B
Approach Delay (s/veh)		74.6			73.5			42.6			30.6	
Approach LOS		E			E			D			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	41.7	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.79		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	28.4
Intersection Capacity Utilization	81.2%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	9	0	1177	2001	12
Future Vol, veh/h	0	9	0	1177	2001	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	240
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	3	3	11
Mvmt Flow	0	10	0	1279	2175	13

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	1088	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	181	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	181	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	25.99	0	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	181	-	-
HCM Lane V/C Ratio	-	0.054	-	-
HCM Ctrl Dly (s/v)	-	26	-	-
HCM Lane LOS	-	D	-	-
HCM 95th %tile Q(veh)	-	0.2	-	-

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	57	9	17	121	30	222	43	907	50	201	1693	40
Future Volume (vph)	57	9	17	121	30	222	43	907	50	201	1693	40
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.1	7.1		7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1
Lane Util. Factor	1.00	1.00		0.95	0.95	1.00	1.00	0.91	1.00	1.00	0.91	1.00
Frt	1.00	0.90		1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	0.97	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1683		1681	1718	1583	1770	5085	1583	1770	5085	1583
Flt Permitted	0.95	1.00		0.95	0.97	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1683		1681	1718	1583	1770	5085	1583	1770	5085	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	62	10	18	132	33	241	47	986	54	218	1840	43
RTOR Reduction (vph)	0	17	0	0	0	196	0	0	29	0	0	17
Lane Group Flow (vph)	62	11	0	82	83	45	47	986	25	218	1840	26
Turn Type	Split	NA		Split	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	8	8		4	4		1	6		5	2	
Permitted Phases						4			6			2
Actuated Green, G (s)	9.3	9.3		13.3	13.3	13.3	8.2	68.7	68.7	30.3	90.8	90.8
Effective Green, g (s)	9.3	9.3		13.3	13.3	13.3	8.2	68.7	68.7	30.3	90.8	90.8
Actuated g/C Ratio	0.06	0.06		0.09	0.09	0.09	0.05	0.46	0.46	0.20	0.61	0.61
Clearance Time (s)	7.1	7.1		7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	109	104		149	152	140	96	2328	725	357	3078	958
v/s Ratio Prot	c0.04	0.01		c0.05	0.05		0.03	0.19		c0.12	c0.36	
v/s Ratio Perm						0.03			0.02			0.02
v/c Ratio	0.57	0.11		0.55	0.55	0.32	0.49	0.42	0.03	0.61	0.60	0.03
Uniform Delay, d1	68.4	66.4		65.5	65.5	64.1	68.9	27.3	22.4	54.5	18.3	11.9
Progression Factor	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	6.7	0.5		4.3	4.0	1.3	3.9	0.6	0.1	3.1	0.9	0.1
Delay (s)	75.1	66.9		69.8	69.4	65.5	72.8	27.9	22.5	57.6	19.2	11.9
Level of Service	E	E		E	E	E	E	C	C	E	B	B
Approach Delay (s/veh)		72.5			67.2			29.6			23.0	
Approach LOS		E			E			C			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	31.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.61		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	28.4
Intersection Capacity Utilization	65.4%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	13	0	2457	1895	11
Future Vol, veh/h	0	13	0	2457	1895	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	240
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	1	13
Mvmt Flow	0	14	0	2559	1974	11

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	987	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	212	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	212	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	23.17	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	212	-	-
HCM Lane V/C Ratio	-	0.064	-	-
HCM Ctrl Dly (s/v)	-	23.2	-	-
HCM Lane LOS	-	C	-	-
HCM 95th %tile Q(veh)	-	0.2	-	-

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	95	19	30	154	28	254	114	2086	60	282	1525	38
Future Volume (vph)	95	19	30	154	28	254	114	2086	60	282	1525	38
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.1	7.1		7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1
Lane Util. Factor	1.00	1.00		0.95	0.95	1.00	1.00	0.91	1.00	1.00	0.91	1.00
Frt	1.00	0.91		1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	0.97	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1693		1681	1710	1583	1770	5085	1553	1770	5085	1583
Flt Permitted	0.95	1.00		0.95	0.97	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1693		1681	1710	1583	1770	5085	1553	1770	5085	1583
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	98	20	31	159	29	262	118	2151	62	291	1572	39
RTOR Reduction (vph)	0	28	0	0	0	192	0	0	33	0	0	18
Lane Group Flow (vph)	98	23	0	94	94	70	118	2151	29	291	1572	21
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	4%	2%	2%	2%
Turn Type	Split	NA		Split	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	8	8		4	4		1	6		5	2	
Permitted Phases						4			6			2
Actuated Green, G (s)	14.2	14.2		14.0	14.0	14.0	15.2	74.9	74.9	28.5	88.2	88.2
Effective Green, g (s)	14.2	14.2		14.0	14.0	14.0	15.2	74.9	74.9	28.5	88.2	88.2
Actuated g/C Ratio	0.09	0.09		0.09	0.09	0.09	0.10	0.47	0.47	0.18	0.55	0.55
Clearance Time (s)	7.1	7.1		7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	157	150		147	149	138	168	2380	726	315	2803	872
v/s Ratio Prot	c0.06	0.01		c0.06	0.05		0.07	c0.42		c0.16	0.31	
v/s Ratio Perm						0.04			0.02			0.01
v/c Ratio	0.62	0.15		0.64	0.63	0.51	0.70	0.90	0.04	0.92	0.56	0.02
Uniform Delay, d1	70.3	67.3		70.6	70.5	69.7	70.2	39.2	23.1	64.7	23.3	16.3
Progression Factor	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	7.5	0.5		8.8	8.4	2.9	12.5	6.2	0.1	31.5	0.8	0.1
Delay (s)	77.8	67.8		79.4	78.9	72.7	82.7	45.4	23.2	96.2	24.1	16.4
Level of Service	E	E		E	E	E	F	D	C	F	C	B
Approach Delay (s/veh)		74.4			75.4			46.7			35.0	
Approach LOS		E			E			D			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	45.6	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.85		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	28.4
Intersection Capacity Utilization	85.6%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	89	0	1259	2001	101
Future Vol, veh/h	0	89	0	1259	2001	101
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	240
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	3	3	11
Mvmt Flow	0	97	0	1368	2175	110

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	1088	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	181	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	181	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	45.54	0	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	181	-	-
HCM Lane V/C Ratio	-	0.534	-	-
HCM Ctrl Dly (s/v)	-	45.5	-	-
HCM Lane LOS	-	E	-	-
HCM 95th %tile Q(veh)	-	2.7	-	-

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	66	11	17	121	32	225	67	957	50	204	1751	40
Future Volume (vph)	66	11	17	121	32	225	67	957	50	204	1751	40
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.1	7.1		7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1
Lane Util. Factor	1.00	1.00		0.95	0.95	1.00	1.00	0.91	1.00	1.00	0.91	1.00
Frt	1.00	0.91		1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	0.97	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1695		1681	1719	1583	1770	5085	1583	1770	5085	1583
Flt Permitted	0.95	1.00		0.95	0.97	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1695		1681	1719	1583	1770	5085	1583	1770	5085	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	72	12	18	132	35	245	73	1040	54	222	1903	43
RTOR Reduction (vph)	0	17	0	0	0	184	0	0	30	0	0	19
Lane Group Flow (vph)	72	13	0	83	84	61	73	1040	24	222	1903	24
Turn Type	Split	NA		Split	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	8	8		4	4		1	6		5	2	
Permitted Phases						4			6			2
Actuated Green, G (s)	11.6	11.6		13.7	13.7	13.7	11.5	66.1	66.1	30.2	84.8	84.8
Effective Green, g (s)	11.6	11.6		13.7	13.7	13.7	11.5	66.1	66.1	30.2	84.8	84.8
Actuated g/C Ratio	0.08	0.08		0.09	0.09	0.09	0.08	0.44	0.44	0.20	0.57	0.57
Clearance Time (s)	7.1	7.1		7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	136	131		153	157	144	135	2240	697	356	2874	894
v/s Ratio Prot	c0.04	0.01		c0.05	0.05		0.04	0.20		c0.13	c0.37	
v/s Ratio Perm						0.04			0.02			0.02
v/c Ratio	0.53	0.10		0.54	0.54	0.43	0.54	0.46	0.03	0.62	0.66	0.03
Uniform Delay, d1	66.6	64.4		65.2	65.1	64.4	66.7	29.5	23.8	54.7	22.6	14.4
Progression Factor	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	3.7	0.3		3.9	3.5	2.0	4.4	0.7	0.1	3.4	1.2	0.1
Delay (s)	70.3	64.7		69.0	68.6	66.5	71.1	30.2	23.9	58.1	23.9	14.4
Level of Service	E	E		E	E	E	E	C	C	E	C	B
Approach Delay (s/veh)		68.6			67.4			32.5			27.2	
Approach LOS		E			E			C			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	34.2	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.66		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	28.4
Intersection Capacity Utilization	66.6%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	73	0	2505	1895	56
Future Vol, veh/h	0	73	0	2505	1895	56
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	240
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	1	13
Mvmt Flow	0	76	0	2609	1974	58

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	987	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	212	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	212	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	31.26	0	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	212	-	-
HCM Lane V/C Ratio	-	0.359	-	-
HCM Ctrl Dly (s/v)	-	31.3	-	-
HCM Lane LOS	-	D	-	-
HCM 95th %tile Q(veh)	-	1.5	-	-

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	102	20	30	154	29	256	126	2111	60	284	1569	38
Future Volume (vph)	102	20	30	154	29	256	126	2111	60	284	1569	38
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.1	7.1		7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1
Lane Util. Factor	1.00	1.00		0.95	0.95	1.00	1.00	0.91	1.00	1.00	0.91	1.00
Frt	1.00	0.91		1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	0.97	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1696		1681	1711	1583	1770	5085	1553	1770	5085	1583
Flt Permitted	0.95	1.00		0.95	0.97	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1696		1681	1711	1583	1770	5085	1553	1770	5085	1583
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	105	21	31	159	30	264	130	2176	62	293	1618	39
RTOR Reduction (vph)	0	28	0	0	0	187	0	0	33	0	0	18
Lane Group Flow (vph)	105	24	0	94	95	77	130	2176	29	293	1618	21
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	4%	2%	2%	2%
Turn Type	Split	NA		Split	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	8	8		4	4		1	6		5	2	
Permitted Phases						4			6			2
Actuated Green, G (s)	14.8	14.8		14.1	14.1	14.1	16.0	74.9	74.9	27.8	86.7	86.7
Effective Green, g (s)	14.8	14.8		14.1	14.1	14.1	16.0	74.9	74.9	27.8	86.7	86.7
Actuated g/C Ratio	0.09	0.09		0.09	0.09	0.09	0.10	0.47	0.47	0.17	0.54	0.54
Clearance Time (s)	7.1	7.1		7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1	7.1
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	163	156		148	150	139	177	2380	726	307	2755	857
v/s Ratio Prot	c0.06	0.01		c0.06	0.06		0.07	c0.43		c0.17	0.32	
v/s Ratio Perm						0.05			0.02			0.01
v/c Ratio	0.64	0.15		0.64	0.63	0.55	0.73	0.91	0.04	0.95	0.59	0.02
Uniform Delay, d1	70.1	66.8		70.5	70.5	69.9	69.9	39.6	23.1	65.5	24.6	17.0
Progression Factor	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	8.4	0.5		8.6	8.4	4.7	14.6	6.9	0.1	39.0	0.9	0.1
Delay (s)	78.5	67.3		79.1	78.9	74.7	84.5	46.4	23.2	104.4	25.6	17.1
Level of Service	E	E		E	E	E	F	D	C	F	C	B
Approach Delay (s/veh)		74.8			76.5			47.9			37.2	
Approach LOS		E			E			D			D	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	47.2	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.86		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	28.4
Intersection Capacity Utilization	86.6%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

Appendix “G”

Historical Trend Analysis

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 5070 - SR 5 / US 1 - S OF TIFFANY AVE - N OF SR 716 (COUNTY 5070)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	35500 C	N 18500	S 17000	9.00	52.60	6.90
2023	43500 C	N 21500	S 22000	9.00	52.30	7.90
2022	41000 C	N 20500	S 20500	9.00	52.30	7.90
2021	42000 C	N 20500	S 21500	9.00	51.80	7.90
2020	30000 F	N 14500	S 15500	9.00	52.60	3.90
2019	31000 C	N 15000	S 16000	9.00	52.50	3.90
2018	31500 C	N 15000	S 16500	9.00	52.40	3.90
2017	41500 C	N 21000	S 20500	9.00	52.00	5.00
2016	32000 C	N 14000	S 18000	9.00	52.30	5.00
2015	35000 C	N 17000	S 18000	9.00	52.70	5.00
2014	31000 C	N 14500	S 16500	9.00	52.50	6.30
2013	33000 C	N 16000	S 17000	9.00	55.90	7.90
2012	38500 C	N 19500	S 19000	9.00	55.80	4.20
2011	35000 C	N 17500	S 17500	9.00	56.20	4.20
2010	37000 C	N 18500	S 18500	11.16	56.34	4.20
2009	34500 C	N 17000	S 17500	11.51	56.49	4.10

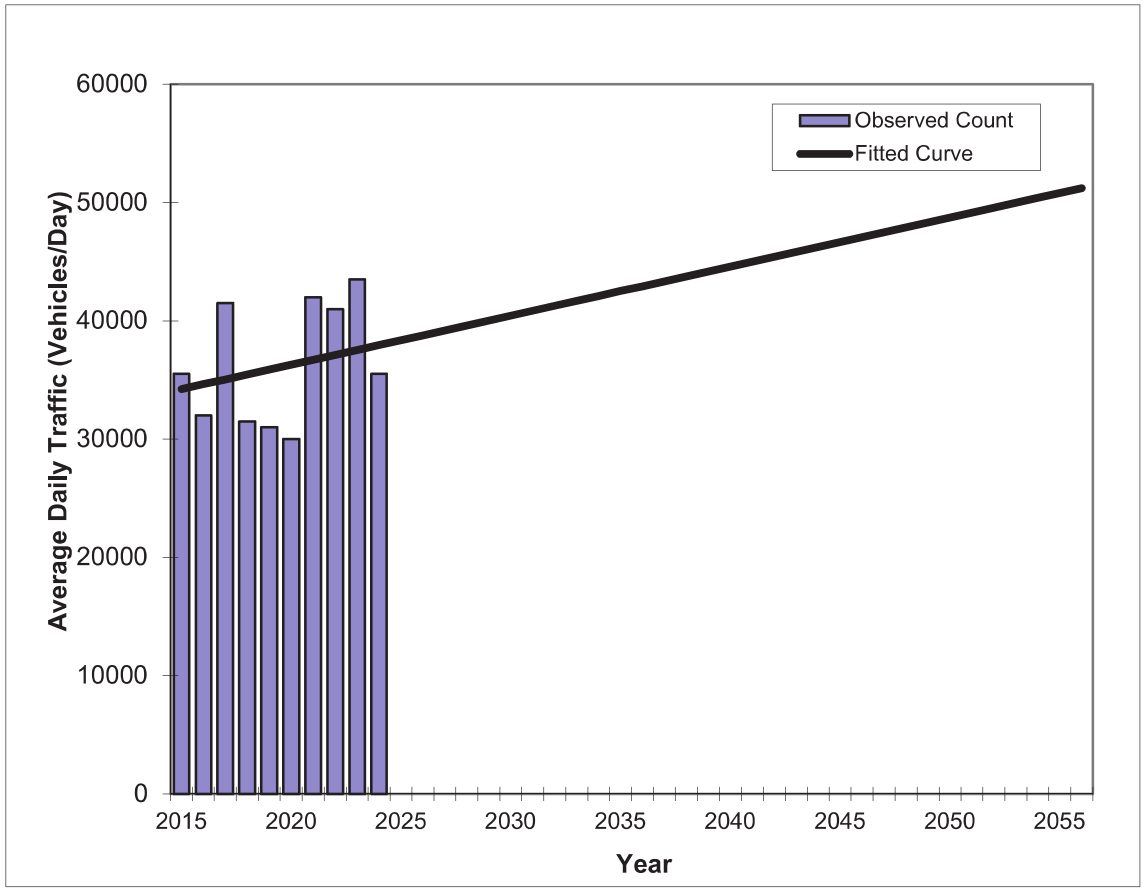
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V2023

SR 5/ US 1 - S. of Tiffany Ave

FM #	
Location	1

County:	St Lucie
Station #:	945070
Roadway:	



Year	Traffic (ADT/AADT) Count*	Trend
2015	35,500	34,210
2016	32,000	34,630
2017	41,500	35,040
2018	31,500	35,460
2019	31,000	35,870
2020	30,000	36,290
2021	42,000	36,700
2022	41,000	37,120
2023	43,500	37,530
2024	35,500	37,950
2026 Opening Year Trend		
2026	N/A	38,770
2027 Interim Year Trend		
2027	N/A	39,190
2028 Design Year Trend		
2028	N/A	39,600
FSUTMS Forecasts/Trends		

*Axle-Adjusted

Annual Trend Increase:	415
Trend R-squared:	18.40%
Trend Annual Historic Growth Rate:	1.21%
Trend Growth Rate (2024 to Design Year)	1.09%
Printed:	6/25/2025

Linear Growth Option

Appendix “H”

Gap Study

TRUE DATA TO IMPROVE MOBILITY

Site Code: 17130805 & 06
Location: US 1 & Right In/ Right Out
Date: 6/19/2025
Time: 7:00 AM - 9:00 AM & 4:00 PM - 6:00 PM

Southbound Gap Analysis - AM																	
Time	Volume	< 2.0 s	2.0 - 3.9 s	4.0 - 5.9 s	6.0 - 7.9 s	8.0 - 9.9 s	10.0 - 11.9 s	12.0 - 13.9 s	14.0 - 15.9 s	16.0 - 17.9 s	18.0 - 19.9 s	20.0 - 21.9 s	22.0 - 23.9 s	24.0 - 25.9 s	26.0 - 27.9 s	28.0 - 29.9 s	> 30.0 s
7:00 AM	366	242	68	22	7	7	4	3	2	3	2	1	2	0	0	1	2
7:15 AM	383	263	72	14	11	3	6	2	1	3	1	0	0	0	2	0	5
7:30 AM	410	299	72	10	4	4	4	5	1	3	1	0	1	0	3	0	3
7:45 AM	425	309	67	14	8	10	6	0	1	2	0	2	0	1	1	0	4
8:00 AM	358	239	68	20	8	4	1	3	0	2	2	2	0	0	2	2	5
8:15 AM	356	242	65	17	9	4	2	3	1	1	1	0	2	1	3	1	4
8:30 AM	416	277	82	21	10	6	4	2	6	3	2	0	1	1	0	0	1
8:45 AM	417	297	72	14	9	4	7	2	5	1	2	0	0	0	0	1	3
Total	**3131**	**2168**	**566**	**132**	**66**	**42**	**34**	**20**	**17**	**18**	**11**	**5**	**6**	**3**	**11**	**5**	**27**

Southbound Gap Analysis - PM																	
Time	Volume	< 2.0 s	2.0 - 3.9 s	4.0 - 5.9 s	6.0 - 7.9 s	8.0 - 9.9 s	10.0 - 11.9 s	12.0 - 13.9 s	14.0 - 15.9 s	16.0 - 17.9 s	18.0 - 19.9 s	20.0 - 21.9 s	22.0 - 23.9 s	24.0 - 25.9 s	26.0 - 27.9 s	28.0 - 29.9 s	> 30.0 s
4:00 PM	361	232	86	9	10	8	2	4	0	1	1	1	1	1	0	0	5
4:15 PM	319	192	71	18	10	7	2	4	2	2	5	1	2	0	0	0	3
4:30 PM	398	282	66	14	12	6	2	2	4	3	1	1	0	0	1	0	4
4:45 PM	366	253	70	18	5	0	2	3	2	0	4	0	0	3	1	0	5
5:00 PM	330	199	78	19	7	6	4	4	1	1	0	3	1	0	2	1	4
5:15 PM	373	226	81	26	12	8	7	3	1	1	2	2	2	1	0	1	0
5:30 PM	392	265	74	20	10	3	2	7	1	1	2	1	2	0	0	0	4
5:45 PM	332	210	75	11	9	8	1	5	2	1	3	0	0	0	1	0	6
Total	**2871**	**1859**	**601**	**135**	**75**	**46**	**22**	**32**	**13**	**10**	**18**	**9**	**8**	**5**	**5**	**2**	**31**

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

July 3, 2025

THIS PRE-APPLICATION LETTER IS VALID UNTIL – July 3, 2026
THIS LETTER IS NOT A PERMIT APPROVAL

Jorge Tolosa
Hazley Transportation Group
9300 Conroy Windermere Rd #1205, Windermere, FL 34786

Dear Jorge Tolosa:
RE: Pre-Application Review for **Category C Driveway,** Pre-Application Meeting Date: **7/2/2025, 9:00 AM**
Saint Lucie County - Port St Lucie; SR 5; Sec. # 94010000; MP: 1.6; Access Class - 03;
Posted Speed - 45; SIS – N/A; FDOT Ref. Project: N/A

Request: Utilize the existing right-in/right-out driveway with right turn lane along the west side of SR 5, located approximately 1,500 feet north of SE Jennings Road.

SITE SPECIFIC INFORMATION
Project Name & Address: **Dalton Learning Center & Academy – 10011 S Federal Highway (US-1), Port St Lucie, FL**
Property Owner: **Phyls Academy Preschools Inc**; Parcel Size: **4.5 Acres**
Development Size: **200 Student School**

NO OBJECTION

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:
- **A minimum driveway length of 100 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided.**

Comments:
- All driveways not approved in this letter must be fully removed and the area restored.
- Drainage mitigation is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage.). The drainage mitigation shall meet all FDOT Drainage Manual criteria and will be reviewed/approved as part of an access permit.
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval**. The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://osp.fdot.gov; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.
Please contact the District Traffic Operations Access Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter.

Sincerely,

Roya Edwards
2025.07.03 11:40:48 -04'00'

Roya Edwards, AICP
District Traffic Operations Access Manager

cc: Nesa Harden
File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2025-07-02\Pre-App 01 94010000 MP 1.60 SR 5 Dalton Learning Center & Academy\94010000 MP 1.60 SR 5 Dalton Learning Center & Academy.docx

734386

81.00

PORT ST. LUCIE, FLORIDA

EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (ECR)

THIS AGREEMENT is made as of the 3rd day of October, 1984, between WAL-MART STORES, INC., a Delaware corporation of Bentonville, Arkansas 72716 ("Wal-Mart"), and ~~WEST-LAND DEVELOPERS, LTD.~~ WEST-LANDCOM DEVELOPERS, LTD. its successors or assigns a Florida limited partnership ("Developer").

5 pgs

W I T N E S S E T H :

WHEREAS, Wal-Mart is the owner of ~~Tract 1~~ Parcel I as shown on the plan attached hereto as Exhibit ~~"A"~~ A hereof, said ~~tract~~ parcel being more particularly described in ~~Exhibit A~~ Schedule I hereof;

WHEREAS, Developer is the owner of ~~Tract 2 and Tract 3~~ Parcels II, III, IV and V shown on the plan attached hereto as Exhibit ~~"A"~~ A hereof, said ~~tract~~ parcels being more particularly described in ~~Exhibit B hereof; and~~ Schedules II, III, IV and V respectively; and

WHEREAS, Wal-Mart and Developer desire that ~~Tracts 1, 2 and 3~~ Parcels I, II, III, IV and V be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the "Shopping Center") and further desire that said tracts be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

1. **Building/Common Areas.**

   a. "Building Areas" as used herein shall mean that portion of ~~Tract 1~~ Parcel I and those portions of ~~Tract 2 and 3~~ Parcels II, III, IV and V shown on Exhibit ~~"A"~~ A as "Building Area" (and "Future Building Area"). Canopies may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.

   b. "Common Areas" shall be all of ~~Tracts 1 and 2~~ Parcels I, II, III, IV and V except the Building Areas.

   c. Conversion to the Common Areas: Those portions of the Building Areas on each tract which are not from time to time used or cannot, under the terms of this Agreement (including Paragraph 6a(iii), be used for buildings shall become part of the Common Area for the

uses permitted hereunder and shall be improved, kept and maintained as provided herein.

2. Use. Buildings in the Shopping Center shall be used for commercial purposes of the type normally found in a retail shopping center including without limitation financial institutions, service shops, offices, and retail stores. No cafeteria, restaurant, theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business serving alcoholic beverages shall occupy space on ~~Tracts 2 or 3~~ Parcels II, III, IV or V within 200 feet of ~~Tract 1~~ Parcel I without the written consent of Wal-Mart. Developer recognizes that said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business.

3. Competing Business. Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of ~~Tract 1~~ Parcel I, either as owner or Lessee, no space in or portion of ~~Tracts 2 or 3~~ Parcels II, III, IV or V, and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Developer, shall be leased or occupied by or conveyed to any other party for use as a discount ~~department~~ general merchandise store or other discount ~~store~~ general merchandise whose overall retail concept is based on a discounting price structure in excess of 50,000 square feet. In the event of a breach of covenant, Wal-Mart shall have the right to seek any and all remedies afforded by either law or equity.

4. Buildings.

a. Design and Construction. The buildings shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one tract onto another tract. The design and construction shall be first quality. No building shall exceed one story in height (35 feet above finished grade) except for an office building to be located no closer than 1,000 feet from ~~Tract 1~~ Parcel I.

b. Location. No building shall be constructed on ~~Tracts 1, 2 or 3~~ Parcels I, II, III, IV or V (as either immediate development or future expansion) except within the Building Areas. The front wall(s) of the building(s) on ~~Tracts 1, 2 and 3~~ Parcels I, II, III, IV and V shall be constructed in the location shown in Exhibit A, unless Wal-mart approves a change in such location(s), such approval not to be unreasonably withheld.

c. Fire Protection. Any building constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings in the Shopping Center.

d. **Easements**. In the event building wall footings encroach from one tract onto another, despite efforts to avoid that occurrence, the party onto whose tract the footings encroach shall cooperate in granting an encrochment permit or easement to the party whose building wall footings encroach.

5. **Common Areas**.

a. **Grant of Easements**. Each party, as grantor, hereby grants to the other party, as grantee, and to the customers, invitees, licensees, tenants, and employees of grantee, a nonexclusive easement for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, upon, over and across the roadways, driveways, walkways and parking lots within the Shopping Center.

b. **Limitations on Use**.

(i) **Customers.** Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business on ~~Tracts 1, 2 and 3.~~ Parcels I, II, III, IV and V.

(ii) **Employees**. Each party shall use reasonable efforts to ensure that employees shall not park on the Common Areas, except in areas designated in Exhibit A as "employee parking areas." The parties hereto may from time to time mutually designate and approve "employee parking areas" not shown in Exhibit A.

(iii) **General**. All of the activity permitted within the Common Areas shall be used with reason and judgment so as not to interfere with the primary purpose of the Common Areas which is to provide for parking for the customers, invitees, and employees of those businesses conducted with the Building Areas and for servicing and supplying of such businesses. Persons using the Common Areas in accordance with this agreement shall not be charged any fee for such use.

c. **Utility and Service Easements**. The parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Common Areas and buildings to be erected upon the Building Areas. Both parties will use their best efforts to cause the

installation of such utility and service lines prior to paving of the Common Areas. No such lines, sewers, utilities or services of one party shall be installed within the Building Areas on the other party's parcel.

d. **Water Flow.** Each party hereto agrees that it will not alter the flow of surface water from its tract onto the other, provided that any alteration in the water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements substantially as shown in Exhibit A (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

6. **Development, Maintenance, and Taxes.**

a. **Development.**

(i) **Arrangement.** The entrances and interior roadways within the Common Areas shall not be changed in a manner inconsistent with the provisions of this Agreement, without the prior written consent of both parties hereto, such consent not to be unreasonably withheld.

(ii) **"Parking Area" Ratio.** Each party hereto agrees that at all times there shall be independently maintained on each tract parking area sufficient to accommodate not fewer than five (5) car spaces for each one thousand (1,000) square feet of Building Area on such tract.

(iii) **Development Timing.** When any building is constructed within the Building Areas of ~~Tract 1, Tract and Tract 3,~~ (Parcel I, Parcel II, Parcel III, Parcel IV and Parcel V,) the Common Areas of that tract shall be developed in accordance with Exhibit ~~A~~ at the expense of the owner of said parcel. In the event Wal-Mart constructs improvements on ~~Tract 1~~ Parcel I prior to the development of ~~Tract 2,~~ (Parcels II, III, IV and V,) Wal-Mart shall have the right to grade, pave and use any portion of the Common Areas of Developer's tract (which is adjacent to Parcel I) Wal-Mart shall cause all of said work to be bid separately on a competitive basis, and the costs and proposed work shall be approved in advance by the Developer in writing, provided that such approval shall not be unreasonably withheld, and Developer agrees to reimburse

Wal-Mart for such costs (a) when any portion of Developer's tracts is developed or (b) upon the sale of any portion of Tract 2, whichever occurs first.

(iv) **Service Drive**. Developer agrees that if on Exhibit 5A hereof a service drive is delineated on ~~Tract 2 or 3~~ Parcels II, III, IV or V by crosshatching and is labelled as a "Service Drive", it shall develop the same simultaneously with the development and construction on ~~Tract 1~~ Parcel I by Wal-Mart. In the event Developer does not comply with the provisions of the preceding sentence, in addition to any other legal and equitable remedies, Wal-Mart shall have the right to cause the Service Drive delineated on ~~Tract 2 or 3~~ Parcels II, III, IV or V to be developed and to be reimbursed by Developer for its reasonable costs in doing so.

b. **Maintenance**.

(i) **Standards**. Following completion of the improvements on the Common Areas, each of the parties hereto shall maintain the Common Areas located within the tract owned by it in good condition and repair. The maintenance is to include without limitation the following:

(a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(b) Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(e) Maintaining all perimeter walls in a good condition and state of repair; and

(f) Maintaining all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

(ii) **Expenses.** The respective owners shall pay the maintenance expense of their tracts.

(iii) **By Agent.** Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

c. **Taxes.** Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

7. Signs. No sign shall be located on the Common Areas of the Shopping Center except signs advertising businesses conducted thereon. No signs shall obstruct the ingress and egress shown on Exhibit A. Developer shall be entitled to erect one (1) pylon or monument sign on each out-parcel (as so labeled on Exhibit A.) plus the maximum number of shopping center pylon or monument signs permitted by applicable ordinance. All shopping center pylon or monument signs (other than the out-parcel signs) shall be joint signs advertising Wal-Mart and other tenants of the shopping center. The majority of the advertising space on each such joint shopping center pylon or monumental sign shall be allocated to the anchor tenants of the shopping center. The portion of the anchor tenant signage allocable to each anchor tenant shall be computed by multiplying the total area for anchor tenant signage by a fraction the numerator of which shall be the number of square feet in the shopping center occupied by such anchor tenant and the denominator of which shall be the total number of square feet in the shopping center occupied by all anchor tenants. The anchor tenant occupying the greater number of square feet in the shopping center shall be entitled to have its sign placed in the top position of the joint shopping center sign. The anchor tenant occupying the next greatest number of square feet in the shopping center shall be entitled to have its sign placed in the second position on the joint shopping center sign. The signs of the other anchor tenants of the shopping center shall be placed in the order (top to bottom) of the number of square feet in the center which they occupy.

8. **Indemnification/Insurance.**

a. **Idemnification.** Each party hereby idemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act or neglect of the other party hereto.

b. **Insurance.**

(i) Each party shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than $500,000.00 for injury or death of a single person, and to the limit of not less than $1,000,000.00 for any one occurrence, and to the limit of not less than $500,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be cancelled without ten (10) days' prior written notice to the other party.

(ii) At all times during the term of this Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements.

(iii) Policies of insurance provided for in this Paragraph 8 shall name Wal-Mart and Developer as insureds as their respective interests appear, and each of them shall receive certificates thereof.

(iv) Wal-Mart for itself and its property insurer hereby releases Developer, and Developer for itself and its property insurer hereby releases Wal-Mart from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits of either

Wal-Mart or Developer resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

(v) Notwithstanding anything to the contrary contained in this Paragraph 8, so long as the net worth of Wal-Mart shall exceed Fifty Million Dollars ($50,000,000.00), and so long as Wal-Mart is owner or Lessee of ~~Tract 1~~ Parcel I, Wal-Mart shall have the right to retain the financial risk for up to One Million Five Hundred Thousand Dollars, ($1,500,000.00) per claim.

9. **Eminent Domain.**

a. **Owner's Right To Award.** Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's tract or giving the public or any government any rights in said tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located on ~~Tracts 1 and 2,~~ (Parcels I, II, III, IV and V,) the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim theron shall be made by the owners of any other portion of the Common Areas.

b. **Collateral Claims.** All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner

c. **Tenant's Claim.** Nothing in this Paragraph 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

d. **Restoration Of Common Areas.** The owner of each portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas so owned as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

10. **Rights And Obligations Of Lenders.** If by virture of any right or obligation set forth herein a lien shall be placed upon the tract of either party hereto, such lien shall expressly be subordinate and inferior to the lien of any mortgagenow or hereafter placed on such tract. Except as set forth in the preceding sentence, however, any holder of a mortgage on ~~Tracts 1 or 2,~~ Parcels I, II, III, IV or V, and any assignee or successor in interest of such mortgageeshall be subject to the terms and conditions of this Agreement.

11. **Expansion Of Shopping Center.** The parties agree that in the event the shopping center is expanded by ownership, control of the parties or agreement with a third party to include additional adjacent land , all of the provisions of this Agreement shall apply to the expanded area and the parking to the building ratio in the expanded area shall not be less than that provided in Paragraph 6a(ii).

12. **Release from Liability.** Any person acquiring fee or leasehold title to ~~Tracts 1 or 2,~~ Parcels I, II, III, IV or V, or any expansion of the shopping center pursuant to Paragraph 11 or any portion thereof, shall be bound by this Agreement only as to the tract or portion of the tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract or portion of the tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits and servitudes upon said tracts running with the land.

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13. **Breach**. In the event of breach or threatened breach of this Agreement, the record owner(s) of any portion of ~~Tract 1~~ Parcel I, or the record owner(s) of ~~Tracts 2 and 3~~ Parcels II, III, IV and V as a group, or Wal-Mart so long as it or any affiliate has an interest as owner or lessee of ~~Tract 1~~ Parcel I, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

14. **Rights of Successors**. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lesses, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

15. **Document Execution, Modification and Cancellation**. It is understood and agreed that until this document is fully executed by both Developer and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or cancelled only by Wal-Mart as long as it or its affiliate has any interest as either owner or lessee of ~~Tract 1~~ Parcel I together with the written consent of Developer, so long as it has an interest as an owner in ~~Tract 2.~~ (Parcels II, III, IV or V.) Such consents shall not be unreasonably witheld.

16. **Non-Merger**. So long as Wal-Mart or its affiliate is owner or lessee of Tract 1, this Agreement shall not be subject to the doctrine of merger.

17. **Duration**. Unless otherwise cancelled or terminated, this Agreement and all the easements, rights and obligations hereof shall automatically terminate and be of no further force and effect after fifty-seven (57) years from the date hereof.

18. **Headings**. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

19. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise

or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

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

WITNESS:

WEST-LANDCOM DEVELOPERS, LTD.
a Florida Limited Partnership

By: LANDCOM, INC.

By: _____
Gary Silverfield, President

By: _____
Brian West, General Partner

"Seller"

WITNESS:

WAL-MART STORES, INC.
a Delaware Corporation

_____
Thomas P. Seay
Senior Vice President

ATTEST:

_____
Assistant Secretary

"Wal-Mart"

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Florida)
: SS
COUNTY OF Palm Beach)

Be it remembered that on this 19th day of July, 1985, before me, a notary public in and for the county and state aforesaid, came Brian G West, _____ of Westland Developers, Ltd, a partnership, who is personally known to me to be such partner, and who is personally known to me to be the person who executed as such partner the within instrument of writing on behalf of such partnership, and such person duly acknowledged the execution of the same to be the act and deed of said partnership.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

(SEAL)

_____
Notary Public

My commission expires 12/12, 1986.

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Florida)
: SS
COUNTY OF Duval)

Be it remembered that on this 22nd day of July, 1985, before me, a notary public in and for the county and state aforesaid, came Gary D. Silverfield, _____ / of West Landcom Developers Ltd., a partnership, who is personally known to me to be such partner, and who is personally known to me to be the person who executed as such partner the within instrument of writing on behalf of such partnership, and such person duly acknowledged the execution of the same to be the act and deed of said partnership.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

(SEAL)

Martha E Grevior
Notary Public

My commission expires May 2, 1988.

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires May 2, 1988

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CORPORATE ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Benton)

Be it remembered that on this 12th day of September, 1985, before me, a notary public in and for the county and state aforesaid, came Thomas P. Reay, Senior Vice President of Wine-Mart Stores, Inc., a corporation, who is personally know to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Simonya Crozier
Notary Public

(SEAL)

My commission expires 2/24, 1991.

OR BOOK 483 PAGE 1524

SCHEDULE I

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, AS RECORDED IN PLAT BOOK 13, PAGE 11-B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 AND THE SOUTH LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FIFTEEN, AS RECORDED IN PLAT BOOK 16, PAGE 42-F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 SAID POINT OF INTERSECTION BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH 56°45'42" EAST 536.97 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTH 27°53'44" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 487.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 27°53'44" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 459.00 FEET; THENCE SOUTH 62°06'16" WEST 344.00 FEET; THENCE NORTH 27°53'44" WEST 42.62 FEET; THENCE SOUTH 62°06'16" WEST 283.87 FEET; THENCE NORTH 24°43'49" WEST 503.26 FEET; THENCE NORTH 62°06'16" EAST 256.08 FEET; THENCE NORTH 27°53'44" WEST 54.89 FEET; THENCE NORTH 62°06'16" EAST 200.00 FEET; THENCE SOUTH 27°53'44" EAST, 151.00 FEET; THENCE NORTH 62°06'16" EAST, 144.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.43 ACRES MORE OR LESS.

INITIAL

SCHEDULE II.

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, AS RECORDED IN PLAT BOOK 13, PAGE 11-B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 AND THE SOUTH LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FIFTEEN, AS RECORDED IN PLAT BOOK 16, PAGE 42-F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 SAID POINT OF INTERSECTION BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH 56°45'42" EAST 536.97 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTH 27°53'44" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1133.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 27°53'44" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 361.00 FEET; THENCE SOUTH 62°06'16" WEST 344.00 FEET; THENCE NORTH 27°53'44" WEST 58.95 FEET; THENCE SOUTH 62°06'16" WEST 313.27 FEET; THENCE NORTH 24°43'49" WEST 292.12 FEET; THENCE NORTH 62°06'16" EAST 297.14 FEET; THENCE NORTH 27°53'44" WEST 10.38 FEET; THENCE NORTH 62°06'16" EAST 344.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.89 ACRES MORE OR LESS.

INITIAL

SCHEDULE III

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, AS RECORDED IN PLAT BOOK 13, PAGE 11-B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 AND THE SOUTH LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FIFTEEN, AS RECORDED IN PLAT BOOK 16, PAGE 42-F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 SAID POINT OF INTERSECTION BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH 56°45'42" EAST 536.97 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTH 27°53'44" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 487.20 FEET; THENCE SOUTH 62°06'16" WEST 144.00 FEET; THENCE NORTH 27°53'44" WEST 151.00 FEET; THENCE SOUTH 62°06°16" WEST 200.00 FEET; THENCE SOUTH 27°53'44" EAST 54.89 FEET; THENCE SOUTH 62°05'16" WEST 256.08 FEET; THENCE NORTH 24°43'49" WEST 255.51 FEET TO THE POINT OF INTERSECTION WITH SAID EASTERLY LINE OF SAID PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR; THENCE NORTH 00°14'29" EAST, ALONG SAID EASTERLY LINE OF SAID PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, A DISTANCE OF 108.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.00 ACRES MORE OR LESS.

INITIAL

SCHEDULE IV

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, AS RECORDED IN PLAT BOOK 13, PAGE 11-B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 AND THE SOUTH LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FIFTEEN, AS RECORDED IN PLAT BOOK 16, PAGE 42-F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 SAID POINT OF INTERSECTION BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH 56°45'42" EAST 536.97 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTH 27°53'44" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 946.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 27°53'44" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 187.00 FEET; THENCE SOUTH 62°06'16" WEST 344.00 FEET; THENCE SOUTH 27°53'44" EAST 10.38 FEET; THENCE SOUTH 62°06'16" WEST 297.14 FEET; THENCE NORTH 24°43'49" WEST 240.37 FEET; THENCE NORTH 62°06'16" EAST 283.87 FEET; THENCE SOUTH 27°53'44" EAST 42.62 FEET; THENCE NORTH 62°06'16" EAST 344.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.08 ACRES MORE OR LESS.

INITIAL

SCHEDULE V

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, AS RECORDED IN PLAT BOOK 13, PAGE 11-B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 AND THE SOUTH LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FIFTEEN, AS RECORDED IN PLAT BOOK 16, PAGE 42-F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 SAID POINT OF INTERSECTION BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH 56°45'42" EAST 536.97 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTH 27°53'44" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1494.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 27°53'44" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 340.54 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 1; THENCE NORTH 89°57'13" WEST, ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 747.10 FEET; THENCE NORTH 24°43'49" WEST 49.49 FEET; THENCE NORTH 62°06'16" EAST 313.27 FEET; THENCE SOUTH 27°53'44" EAST 58.95 FEET; THENCE NORTH 62°06'16" EAST 344.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.93 ACRES MORE OR LESS.

INITIAL

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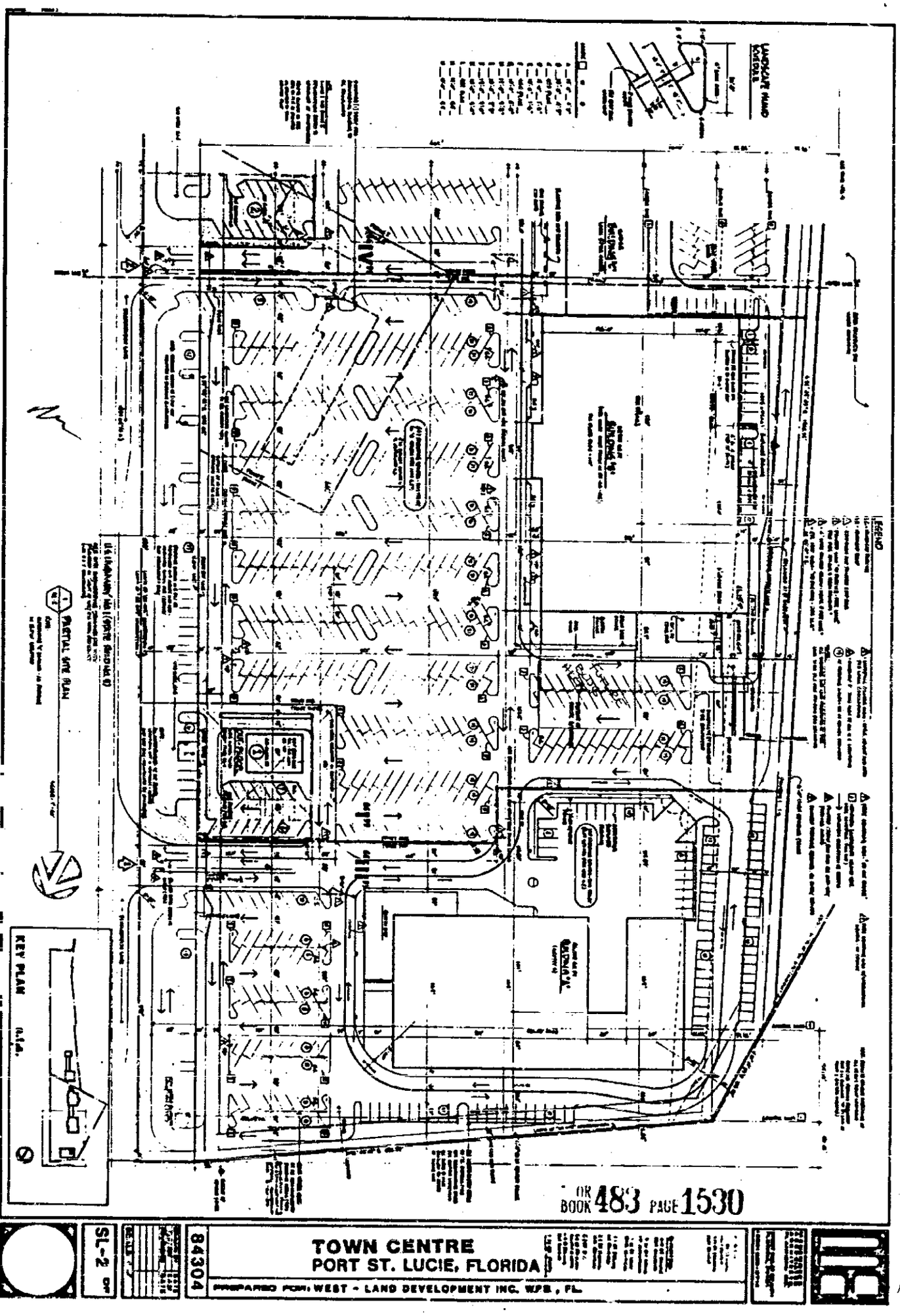
EXHIBIT "A"
TO
EASEMENTS WITH COVENANTS AND RESTRICTIONS
AFFECTING LAND (ECR)



OR BOOK 483 PAGE 1530

Dalton Learning Center

Special Exception Use

(P25-041)

City Council Meeting of July 28, 2025

Bethany Grubbs, AICP Senior Planner/Public Art Program

General Information

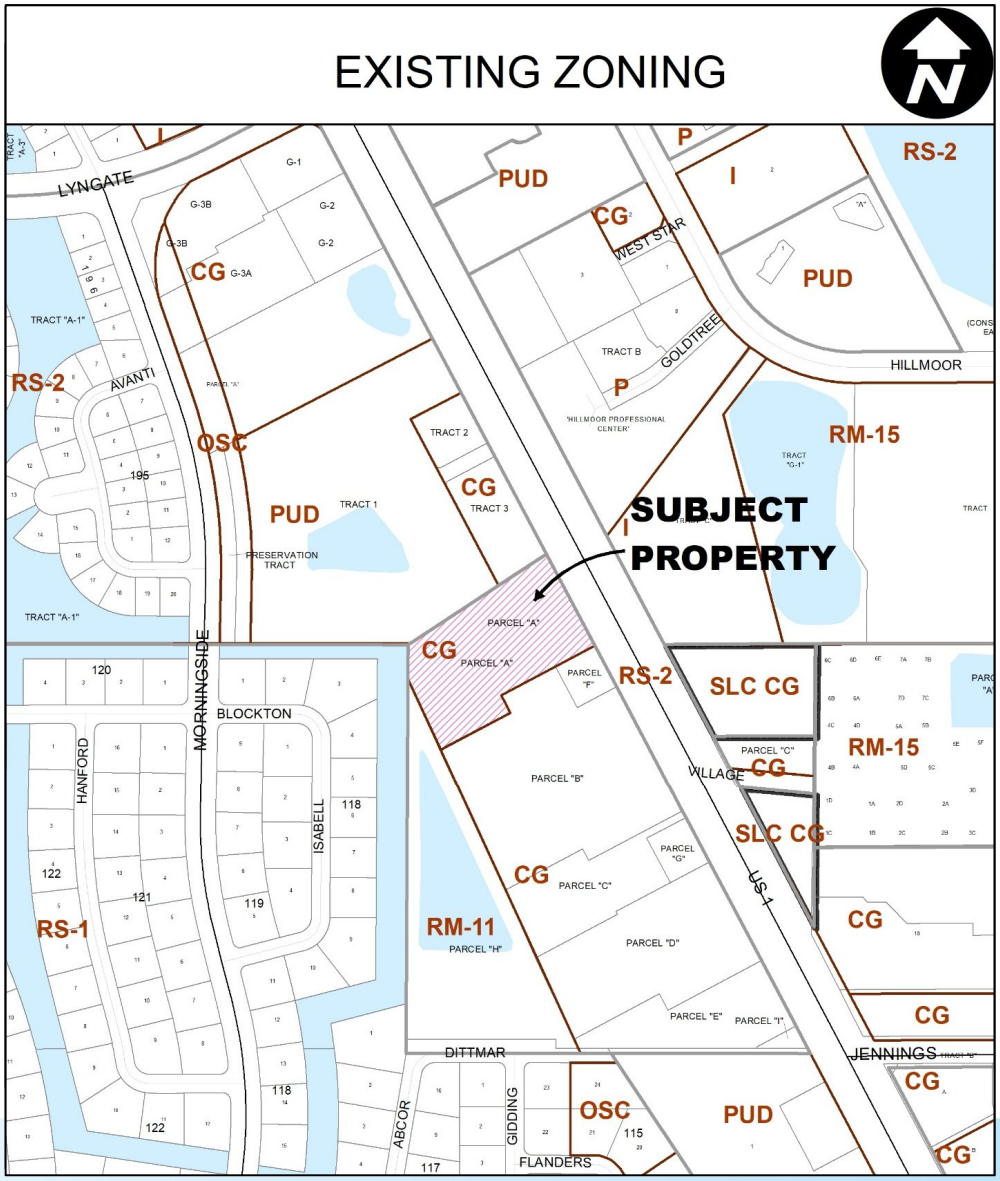
Applicant's Request:	The request is for approval of a Special Exception Use (SEU) to allow a K-8 private school within the Commercial General (CG) Zoning District per Section 158.124(C)(8) of the Zoning Ordinances.
Applicant:	Gail Dawkins, Dalton Learning Center, Inc.
Agent:	Austin Dingwall, AIA, Austin Dingwall Architecture, PLLC
Property Owner:	Phyl's Academy Preschools, Inc.
Location:	10011 S US Highway 1 - Located approximately 0.3 miles south of SE Lyngate Drive on the west side of S US Highway 1

Project Summary

- The applicant is requesting a special exception use (SEU) to allow a K-8 private school in the Commercial General (CG) zoning district.
- The proposed school will occupy approximately 14,450 square feet of the overall 44,320 square-foot-building.
- The school will consist of 12 classrooms serving students from kindergarten through 8th grade (K-8).
- 200 students
  - Each classroom will accommodate approximately 17 students, along with one teacher and one teacher's aide.
- School hours of operation: 7:00 a.m. to 5:30 p.m.
  - Instructional hours: 8:30 a.m. to 3:30 p.m.

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	RH/CG/OSC	CG, PUD	Apartments and Vacant Commercial
South	CG, RM	CG, RM-11	Shopping Center
East	RL, ROI	RS-2, I, P	6-Lane Divided Highway, Nursing and Rehabilitation Center
West	RM, RL	RM-11, RS-1	Single-Family Residences and a Retention Pond



Conceptual Site Plan

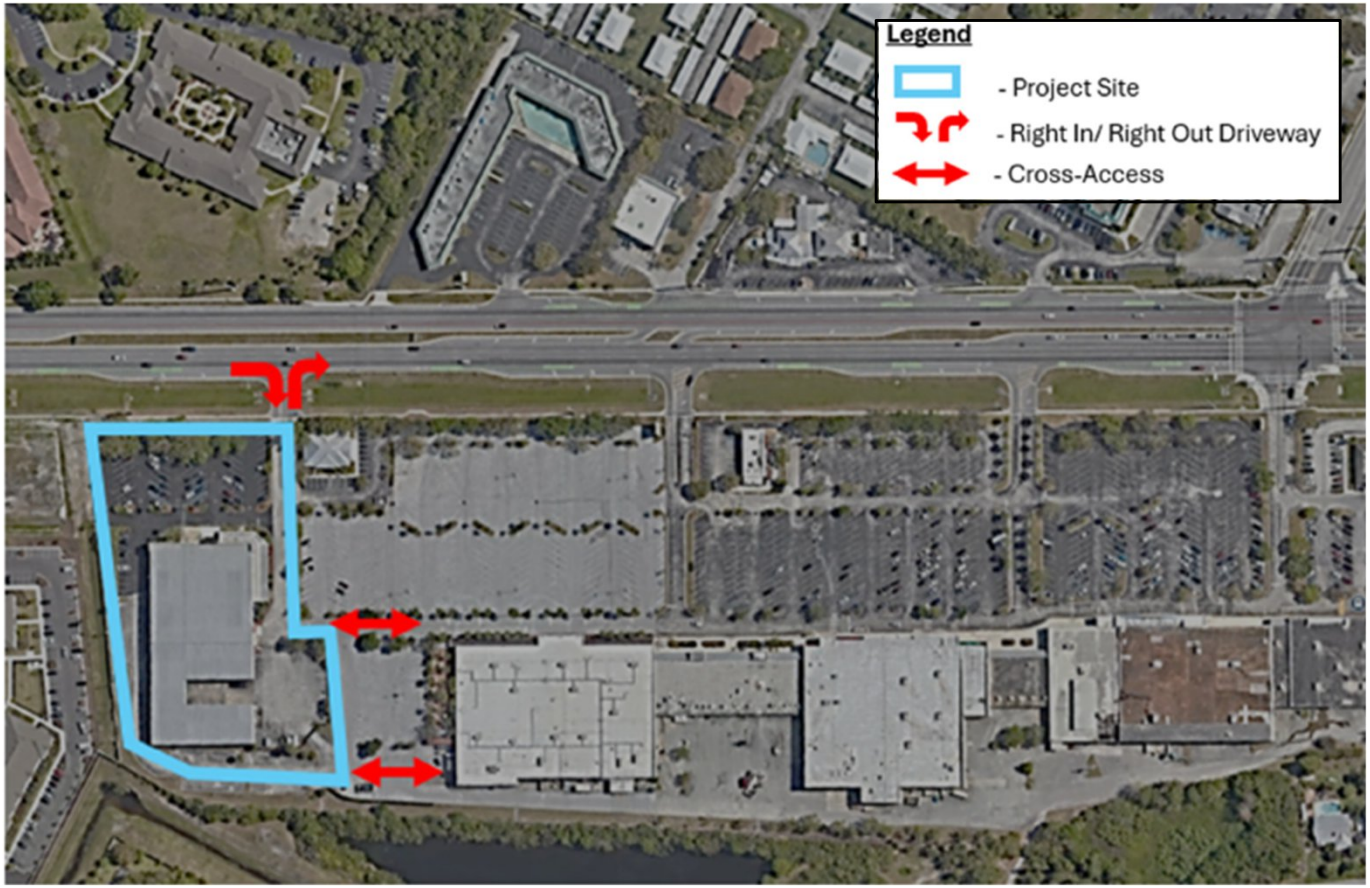
Project Access

Access provided via:

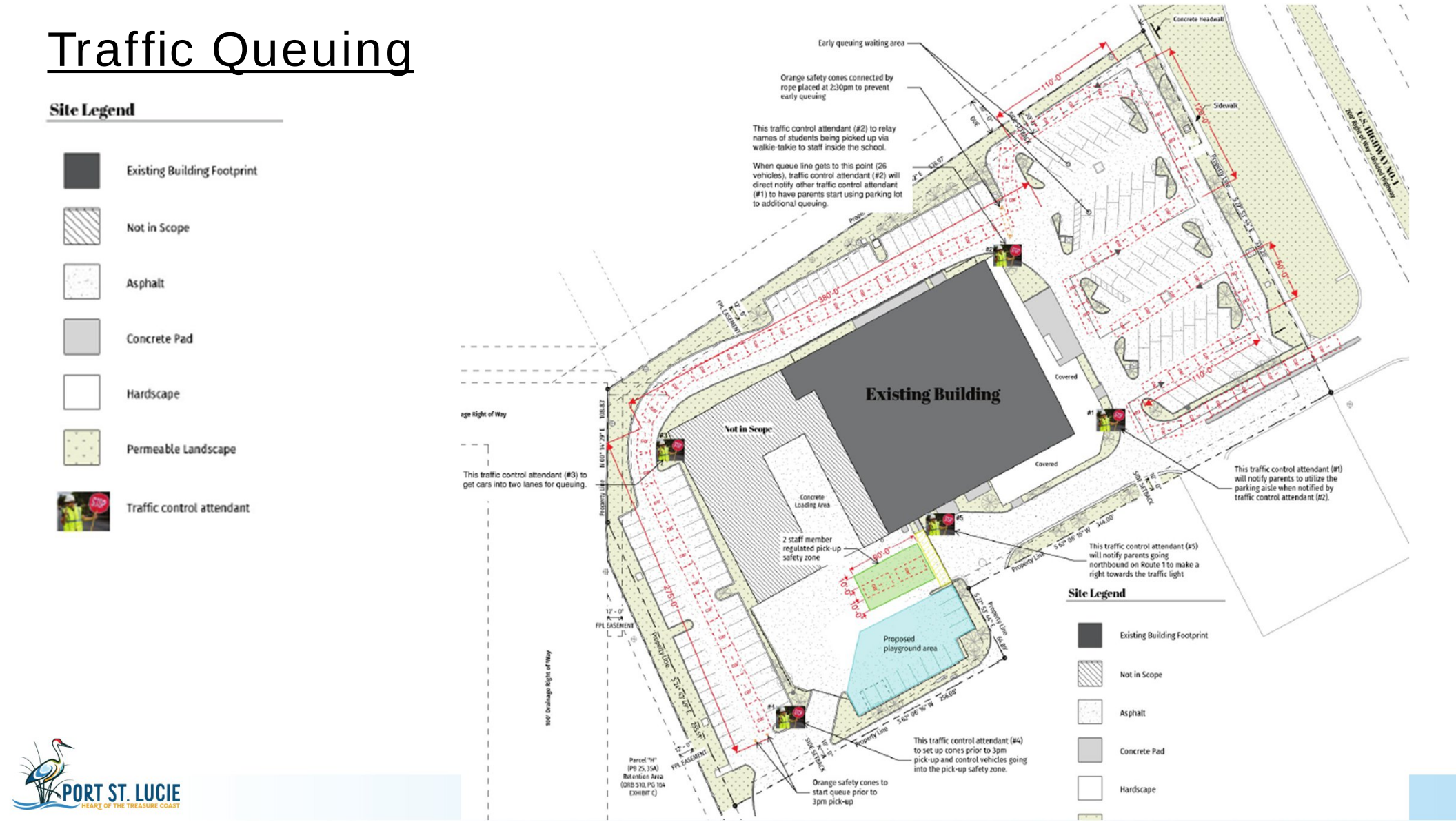
- Right-in/right-out driveway on US 1
- Cross-access through Town Centre shopping center

To reduce U-turn maneuvers on US 1:

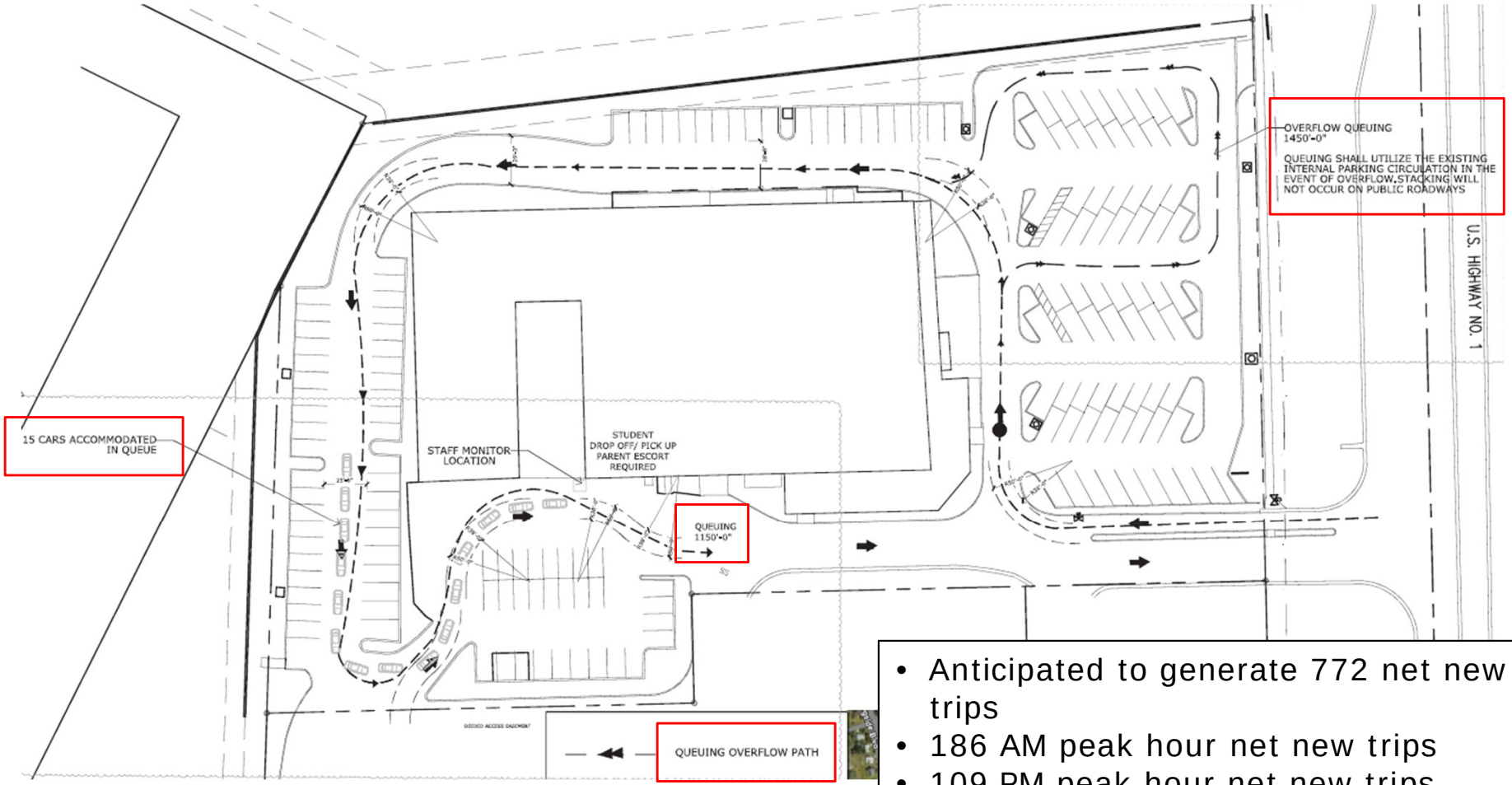
- Directional signage
- Parent communication



Traffic Queuing

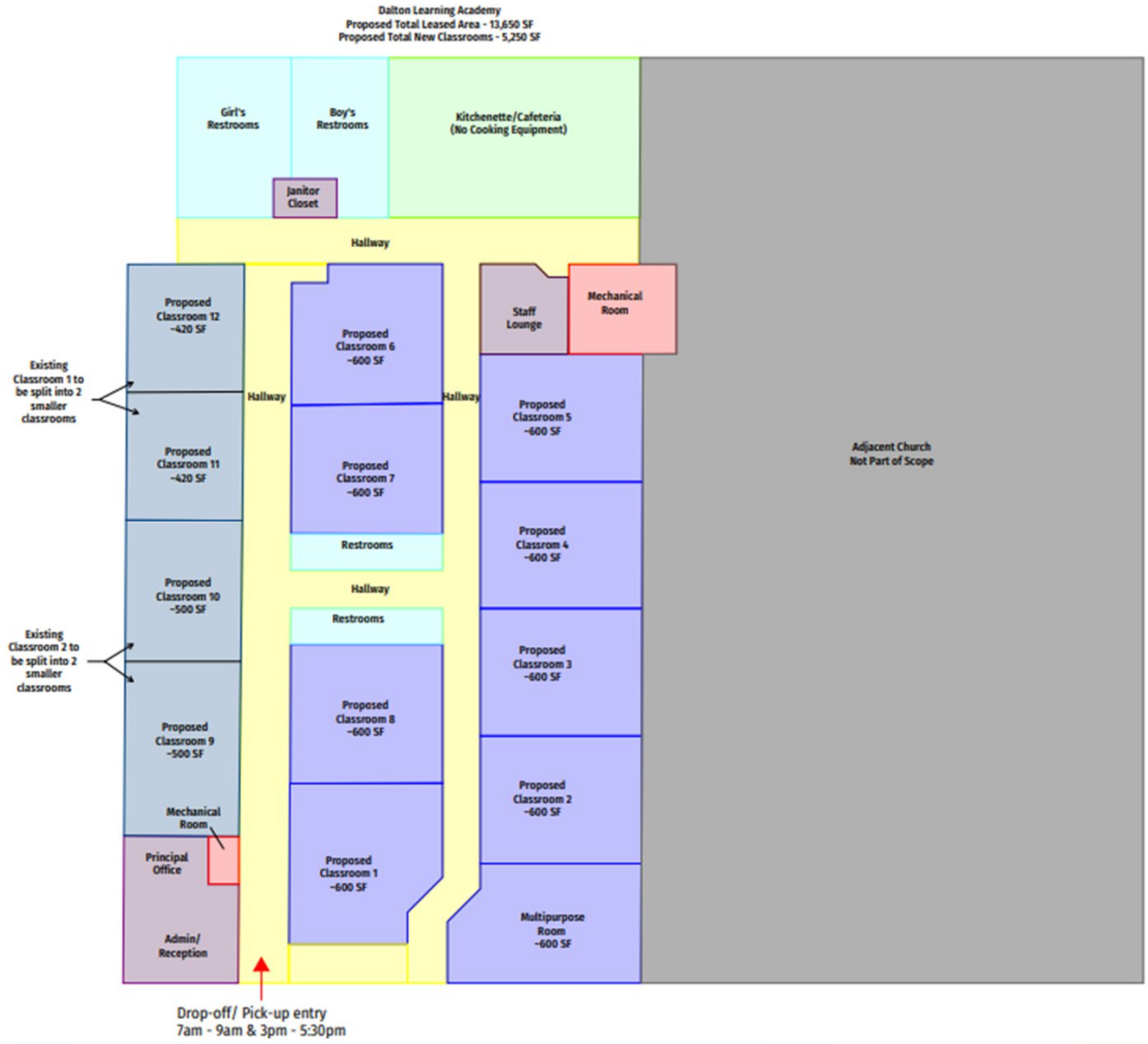


Queuing Analysis



- Anticipated to generate 772 net new daily trips
- 186 AM peak hour net new trips
- 109 PM peak hour net new trips
- Space for 52 vehicles to queue

Conceptual Floor Plan



Evaluation of SEU CRITERIA (Section 158.260)	FINDINGS
ADEQUATE INGRESS AND EGRESS (§ 158.260 (A))	The site plan demonstrates that the site has adequate ingress and egress for vehicles, the property is developed and will allow for pedestrian safety and convenience. The property is located on S US Highway 1 and has multiple shared access points along this roadway.
ADEQUATE OFF-STREET PARKING AND LOADING AREAS (§ 158.260 (B))	Adequate off-street parking and loading areas are provided without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties. The required parking for the school use equates to 22 parking spaces. With a total of 1,715 spaces, there is a significant surplus relative to peak demand, which is estimated at 376 spaces on weekdays (12:00–1:00 PM) and 359 spaces on weekends (12:00–1:00 PM).
ADEQUATE AND PROPERLY LOCATED UTILITIES (§ 158.260 (C))	Adequate utilities are available to service the proposed development. The Port St. Lucie Utility Systems Department (PSLUSD) currently provides utility services to the site.
ADEQUATE SCREENING OR BUFFERING (§§ 158.260 (D) (F))	No additional buffering is required. The site's approved landscape plan includes perimeter landscaping which provides adequate screening and buffering.
SIGNAGE AND EXTERIOR LIGHTING (§158.260 (E))	Outdoor lighting complies with the requirements of City Zoning Code Section 158.221. Outdoor signage complies with Chapter 155 Sign Code.
COMPATIBILITY WITH SURROUNDING USES (§§ 158.260 (H) (I) (J))	The site is in an area designated for commercial development and is consistent with the existing uses in the free-standing building along with the overall shopping center.

Planning and Zoning Board Recommendation

The Planning and Zoning Board recommended approval of the proposed amendment at the June 3, 2025, Planning and Zoning Board meeting with the following conditions:

Conditions of Approval

1. This Special Exception Use shall be granted exclusively to the current applicant and shall terminate automatically upon cessation of the approved business operation by the current Applicant. Any change in ownership, business entity, or discontinuation of the approved use shall render this Special Exception Use null and void; and
2. The shared parking agreement submitted as part of the application shall remain in full force and effect for the duration of the approved use. Any modification, amendment, or termination of the shared parking agreement shall require prior review and written approval by the City.

Conditions of Approval

3. This Special Exception Use approval permits a maximum enrollment of 200 students, subject to compliance with Florida Statutes § 1003.03, which governs class size limits in accordance with the state constitutional amendment on public school classroom capacity.
4. All traffic concerns and comments must be resolved to the satisfaction of the city prior to this project being heard at a City Council meeting. *satisfied*
5. Any failure to comply with these conditions of approval shall render this Special Exception Use null and void.

Staff Recommendation

If Council moves to approve this application Staff recommends that it is with conditions 1,2, 3 and 5 as recommended by the Planning and Zoning Board. (Condition 4 has been satisfied).

And the following condition from Public Works:

Staff Recommendation

If the site is found to be out of compliance with the Operational Management Plan included as part of the Traffic Analysis for this Special Exception Use, the school owner or its authorized agent ("School Owner") will have 45 days to:

a. amend the Operational Management Plan, in a manner acceptable to the City's Public Works Department, to mitigate traffic or stacking issues; or
b. enforce the Operational Management Plan to ensure mitigation of traffic or stacking concerns ("Corrective Actions").

If the School Owner does not timely take Corrective Actions this Special Exception Use approval will expire. If the Public Work's Director determines that the School Owner is acting in good faith to resolve issues with the site and that the Corrective Actions will require more than 45 days to accomplish, the Public Work's Director may provide the School Owner with an extension of time to take Corrective Actions.

Agenda Summary

2025-700

Agenda Date: 7/28/2025 **Agenda Item No.:** 11.b

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 25-R40, a Resolution of the City Council of the City of Port St. Lucie, Florida, Relating to the Collection and Disposal of Solid Waste and Recyclable Materials in the City; Establishing the Assessment Rate for Solid Waste Service Assessments Against Assessed Property Located within the City for the Fiscal Year Beginning October 1, 2025; Setting a Maximum Rate for Annual Solid Waste Service Assessments not to be Exceeded in Future Fiscal Years and Continuing Thereafter Until Amended; Directing the Preparation of an Assessment Roll; Authorizing a Public Hearing and Directing the Provision of Notice Thereof; Providing for Conflict; Providing for Severability; and Providing an Effective Date.

Submitted By: Jaimee Cass, Assessment/Property Tax Manager

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

Executive Summary (General Business): This request authorizes staff to prepare the preliminary assessment roll and notices to owner in compliance with Florida Statute 197.3632. This process is necessary to collect the annual Assessments within the City using the uniform tax bill collection method pursuant to the Uniform Assessment Collection Act found in s.197.3632, Florida Statutes, as amended, for the fiscal year beginning on October 1, 2025.

Presentation Information: Staff may provide a presentation.

Staff Recommendation: Move that the Council approve the resolution.

Alternate Recommendations:

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

Background: The City Council enacted Ordinance No. 24-21, codified in the City Code as Chapter 80, Article II, the Solid Waste Services Assessments Ordinance which authorizes the annual re-imposition of solid waste services assessments for solid waste and recyclable materials collection and disposal services, facilities, or programs against certain assessed property within the City. The imposition of these Assessments for solid waste and recyclable materials collection and disposal services, facilities, and programs for each fiscal year is an equitable and efficient method of allocating and apportioning the costs among parcels of assessed property. This resolution constitutes the Preliminary Rate Resolution as defined in the Solid Waste Service Assessments Ordinance No. 24-21 and is pursuant to the provisions of Chapter 80, Article II, which initiates the

annual process for updating the Assessment Roll and directs the re-imposition of Solid Waste Service Assessments for the fiscal year beginning October 1, 2025.

Issues/Analysis: The City Manager of his designee is hereby directed to prepare an updated Solid Waste Assessment Roll for the fiscal year beginning October 1, 2025, in the manner provided in Chapter 80 of the Port St. Lucie Code of Ordinances

Financial Information: For the fiscal year beginning October 1, 2025, for which Solid Waste Assessments are to be re-imposed, the City recommends a rate of assessment equal to $467.33 (an increase of $20.89 from last year) for each dwelling unit for solid waste collection and disposal services. It is also recommended the City imposes a maximum rate of $513.70 not to be exceeded in future years without additional mailed notices.

Special Consideration: Approval of this Rate Resolution is necessary to move forward with the preparation of the tax roll and comply with the statutory timeline.

Location of Project: Citywide

Business Impact Statement: N/A

Attachments:

- Preliminary Rate Resolution
- Appendix A-Form of Notice to be Published
- Appendix B-Form of Notices to be Mailed

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: 25182-03

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY; ESTABLISHING THE ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; SETTING A MAXIMUM RATE FOR ANNUAL SOLID WASTE SERVICE ASSESSMENTS NOT TO BE EXCEEDED IN FUTURE FISCAL YEARS AND CONTINUING THEREAFTER UNTIL AMENDED; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Port St. Lucie, Florida (the "City") enacted Ordinance No. 24-21, codified in the City Code as Chapter 80, Article II, the Solid Waste Services Assessments Ordinance (the "Ordinance"); and

WHEREAS, the Ordinance authorizes the annual re-imposition of solid waste services assessments (the "Assessments") for solid waste and recyclable materials collection and disposal services, facilities, or programs against certain assessed property within the City; and

WHEREAS, the Assessments are to be levied against all improved residential parcels within the incorporated area of the City of Port St. Lucie; and

WHEREAS, the imposition of the Assessments for solid waste and recyclable materials collection and disposal services, facilities, and programs for each fiscal year is an equitable and efficient method of allocating and apportioning the costs among parcels of assessed property; and

WHEREAS, the Council desires to authorize a maximum rate not to be exceeded in future fiscal years without need to mail notices pursuant to Section 197.3632, Florida Statutes; and

WHEREAS, the Council desires to collect the annual Assessments within the City using the uniform tax bill collection method pursuant to the Uniform Assessment Collection Act found in s. 197.3632, Florida Statutes, as amended, for the fiscal year beginning on October 1, 2025, and to collect delinquent solid waste service fees, assessments and charges incurred between June 1, 2024, and September 30, 2025, on the 2025 tax roll.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. Authority. This Resolution is adopted pursuant to the provisions of the Ordinance, as well as Chapters 166, 170, and 197, Florida Statutes, and other applicable provisions of law.

Section 3. Purpose and Definitions. This Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance, which initiates the annual process for updating the Assessment Roll and directs the re-imposition of the Assessments pursuant to an annual rate resolution for the fiscal year beginning October 1, 2025. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

Section 4. Provision and Funding of Solid Waste Services.

(A) Upon the imposition of the Assessments for solid waste and recyclable materials collection and disposal against assessed property located in the City, the City shall provide solid waste and recyclable materials collection and disposal services to such assessed property.

(B) It is hereby ascertained, determined, and declared that each parcel of assessed property will be benefited by the City's provision of solid waste and recyclable materials collection and disposal services in an amount not less than the Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

Section 5. Legislative Determinations of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance are affirmed and incorporated herein by reference. It is hereby ascertained, determined, and declared that the method of determining the Assessments for solid waste and recyclable materials collection and disposal services set forth in this Resolution is a fair and reasonable method of apportioning the solid waste cost amongst the parcels of assessed property, and consistent with Florida law. The Assessment for each parcel of Assessed Property shall be computed by multiplying the assessment rate by the number of Dwelling Units on such parcel.

Section 6. Description of Solid Waste Services, Facilities, or Programs to be Provided. The services to be provided will be solid waste and recyclable materials collection, and disposal services, facilities and programs to residential properties within the City.

Section 7. Solid Waste Cost to be Assessed. For the fiscal year beginning on October 1, 2025, the estimated solid waste cost to be assessed shall be $44,298,314.50 (the "Solid Waste Cost").

Section 8. Establishment of Annual Solid Waste Service Assessment Rate. For the fiscal year beginning on October 1, 2025 for which the Assessments for solid waste and recyclable materials collection and disposal services, facilities, and programs are to be re-imposed, the Solid Waste Cost shall be allocated among all parcels of assessed property, based on each parcel's classification as residential property pursuant to Section 80.02 of the City Code and the number of dwelling units for each parcel. An estimated rate of assessment equal to $467.33 for each Dwelling Unit for solid waste and recyclable materials collection and disposal services is hereby established and approved for the 2025-2026 fiscal year. The estimated total revenue the City will collect from the fiscal year 2025-2026 Assessment is $ 44,298,314.50.

Section 9. Authorizing a Maximum Rate. The solid waste services assessment is to be collected for a period of more than 1 year. For the fiscal year beginning on October 1, 2025, and all fiscal years thereafter, the maximum rate authorized by law for the annual solid waste services assessment shall be $513.70.

Section 10. Authorization of Public Hearing. A public hearing shall be held during a regular City Council Meeting on Monday, August 25 2025, at 6:00 p.m. in Council Chambers at City Hall, Building A, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 for the purpose of: (a) receiving and considering comments on the Assessments from affected property owners and the public; (b) considering the adoption of the annual rate resolution for the upcoming fiscal year; and (c) authorizing the re-imposition of the Assessments for solid waste and recyclable materials collection services and disposal services for the fiscal year beginning October 1, 2025, and collecting such assessments via the uniform method of collection on the same tax bill as non-ad valorem taxes; and (d) setting a maximum rate not to be exceeded without additional notice to property owners in future fiscal years..

Section 11. Direction to City Manager.

(A) The City Manager or his designee is hereby authorized and directed to prepare or cause to be prepared, an updated Assessment Roll for the fiscal year beginning October 1, 2025, in the manner provided in the Ordinance. Such updated Assessment Roll shall contain: (1) a summary description of all assessed property within the City conforming to the description on the

Tax Roll; (2) the name and address of each owner of record for each parcel as shown on the Tax Roll; and (3) the amount of the Assessment to be imposed against each such parcel of assessed property. A copy of this Preliminary Rate Resolution, the Ordinance, and the updated Assessment Roll shall be maintained in the office of the City Clerk of the City and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

(B) The City Manager or his designee is hereby authorized and directed to publish a notice, as required by Section 80.21(d) of the Ordinance, in substantially the form attached hereto as Appendix "A," incorporated herein by reference. Such notice by publication shall be published not later than August 04, 2025, in a newspaper of general circulation within the City.

(C) The City Manager or his designee is hereby authorized and directed to provide notice by first class mail to affected owners of each parcel of assessed property pursuant to the requirements of Section 80.21(e) of the Ordinance. Such notice shall be in substantially the form attached hereto as Appendix "B," incorporated herein by reference and shall be mailed not later than August 04, 2025.

Section 12. Conflict. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 13. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 14. Effective Date. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THIS 28th DAY OF JULY, 2025.

CITY COUNCIL
CITY OF PORT ST. LUCIE:

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

By: _____
Richard Berrios, City Attorney

NOTICE OF PUBLIC HEARING REGARDING THE COLLECTION OF SOLID WASTE ASSESSMENTS

To be published no later than August 04, 2025:

NOTICE OF PUBLIC HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS AND SET A MAXIMUM RATE FOR ASSESSMENTS FOR FUTURE YEARS

Notice is hereby given that the City Council of the City of Port St. Lucie, Florida, will conduct a public hearing to re-impose Solid Waste Service Assessments (the "Assessments") for the fiscal year beginning October 1, 2025, within the Solid Waste Services Assessment Area against certain residential property located within the incorporated area of the City, to fund the cost of solid waste and recyclable materials collection and disposal services, facilities, and programs, and to authorize collection by the tax collector of such Assessments on the non-ad valorem portion of the tax bill. The services to be provided are solid waste and recycling material collection, and disposal services to residential properties within the City.

The Assessments will be computed by multiplying the number of dwelling units on each parcel by the rate of assessment. The proposed rate of assessment for the upcoming fiscal year shall be $467.33, effective October 1, 2025. The estimated total revenue that the City will collect by the Assessments is $ 44,298,314.50 for fiscal year 2025-2026. The maximum rate for the annual solid waste service assessment in subsequent years shall not exceed $513.70 unless changed by the City Council.

A public hearing ("Hearing") will be held during a regular City Council Meeting at 6:00 p.m. on August 25, 2025, in City Council Chambers at City Hall, Building A, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 for the purpose of: (a) receiving and considering comments on the Assessments from affected property owners and the public; (b) considering the adoption of the annual rate resolution for the upcoming fiscal year; and (c) authorizing the re-imposition of the Assessments for solid waste and recyclable materials collection and disposal for the fiscal year beginning October 1, 2025, ; (d) setting a maximum rate not to be exceeded without additional notice to property owners in future fiscal years; and collecting such assessments, charges and fees on the same bill as ad valorem taxes. **Attendance at this public hearing is NOT mandatory. Please visit http://www.cityofpsl.com/tv for public comment options.** At the Hearing, the City Council will hear objections of all interested persons to the annual assessment resolution and the updated assessment roll, establish the rate of assessment and approve the initial assessment roll. All affected property owners have the right to appear at the Hearing and to file written objections with the City Clerk within 20 days of the publication of this notice.

Copies of the Solid Waste Services Assessment Ordinance (Ordinance No. 24-21) and the Preliminary Rate Resolution initiating the annual process of updating the assessment roll and re-imposing the Assessments, and the updated Assessment Roll of the 2025 tax roll year are available for inspection at the City Clerk's office, located at City Hall, Building A, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984. All interested persons may ascertain the amount to be assessed against a parcel of assessed property at the City of Port St. Lucie's Finance Department.

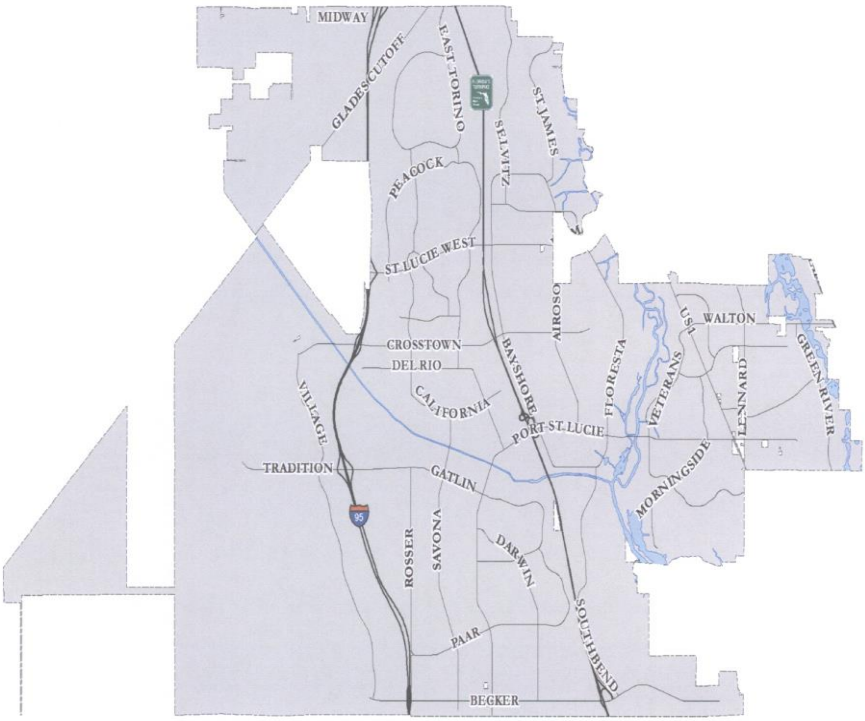
All objections to the annual rate resolution by the City Council shall be made in writing and filed with the City Clerk at or before the time or adjourned time of the Hearing. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the above-referenced Hearing, such person will be responsible for making a verbatim record of the testimony, evidence, and any other matters presented at the hearing. No stenographic record by a certified court reporter will be provided at the Hearing. Each such person is required to provide his or her own. In accordance with the Americans with Disabilities Act, persons needing special accommodations should contact the ADA Coordinator at (772) 344-4345 at least seven (7) days prior to the Hearing.

Unless proper steps are initiated with a court of competent jurisdiction to secure relief within twenty (20) days from the date of City Council action at the above Hearing, such action shall be the final adjudication of the issues presented. Copies of the legal documentation for the assessment collection are available in the City Clerk's office, located at 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984.

The Assessments will be billed on the non-ad valorem portion of the tax bill to be mailed in November 2025, as authorized by the Uniform Assessment Collection Act, Section 197.3632, Florida Statutes. Upon adoption of the assessment roll, all solid waste service assessments shall constitute a lien against the assessed parcel, equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all prior liens, mortgages, titles, and claims until paid. Failure to pay the Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property. If you have any questions, please contact 1PSL at (772) 871-1775, Monday through Friday between 8:00 am and 5:00 pm.

Sally Walsh, City Clerk

Publish Area to be assessed:



Finance Department
CITY OF PORT ST. LUCIE
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

NOTICE OF PUBLIC HEARING TO LEVY A NON-AD VALOREM ASSESSMENT FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES

«FirstName» «LastName»
«MailAddr1»
«MailAddr2»
«City», «State» «Zip»
«Country»

NOTICE DATE: AUGUST 04, 2025
Parcel Identification Number:**«PARCELID»**
Site Address: **«SiteAddress»**
Legal Desc: **«LegalFTP»**

Property Owner:

As required by § 197.3632, Florida Statutes, the City of Port St Lucie, Florida, ("the City") is informing you that there may be a change to the annual assessment on your property tax bill. The City imposes special assessments, sometimes referred to as non-ad valorem assessments, against certain improved residential properties to pay for solid waste collection, disposal, and recycling services.

The Public Hearing regarding the solid waste collection assessment will be held during the regular City Council meeting on Monday, August 25, 2025 at 6:00 p.m. in Council Chambers, City Hall, 121 SW Port St. Lucie Blvd, Port St. Lucie, Florida. All affected property owners have the right to appear at the hearing and to file written objections with the City Council through the City Clerk within 20 days of the date of this notice. Please visit www.CityofPSL.com/tv for public comment options. You may also direct general inquiries to 1PSL at 772-871-1775 and press 5, Monday through Friday, between 8 a.m. and 5 p.m.

No stenographic record by a certified court reporter will be provided at the hearing. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will be responsible for making a verbatim record of the testimony, evidence, and any other matters presented at the hearing. In accordance with the Americans with Disabilities Act, persons requesting accommodations should contact the ADA Coordinator at 772-344-4345 at least seven (7) days prior to the hearing.

Copies of the legal documentation for the solid waste assessment roll are available in the City Clerk's office, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984.

The City has proposed a fee of $467.33 per dwelling unit for the fiscal year 2025-2026. The rate is calculated by multiplying the number of dwelling units on your property by the rate of the assessment. The total number of dwelling units calculated for the above referenced parcel is «Unit» for which the City proposes a net assessment of $«Amount» for fiscal year 2025-2026. Additionally, unpaid or delinquent fees, charges or assessments due to the City for solid waste services will be included in the solid waste services assessment. The total revenue the City will collect by the assessment is estimated to be $44,298,314.50 for fiscal year 2025-2026. The rate of the assessment in future fiscal years without additional mailed notices is not to exceed $513.70 per dwelling unit.

The City levies this assessment amount, using the above-described methodology, unless changed by the City Council. These assessments are collected with your property taxes by the Tax Collector of St. Lucie County. It appears on the "non-ad valorem" part of your current and future tax bills. If you do not pay the fee, a tax certificate might be issued against your property, or foreclosure proceedings may be instituted. This could result in losing ownership of your property.

DRAFT

THIS IS NOT A BILL --- DO NOT PAY

Finance Department
CITY OF PORT ST. LUCIE
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

NOTICE OF PUBLIC HEARING TO LEVY A NON-AD VALOREM ASSESSMENT FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES

«FirstName» «LastName»
«MailAddr1»
«MailAddr2»
«City», «State» «Zip»
«Country»

NOTICE DATE: AUGUST 04, 2025
Parcel Identification Number:**«PARCELID»**
Site Address: **«SiteAddress»**
Legal Desc: **«LegalFTP»**

Property Owner:

As required by § 197.3632, Florida Statutes, the City of Port St Lucie, Florida, ("the City") is informing you that there may be a change to the annual assessment on your property tax bill. The City imposes special assessments, sometimes referred to as non-ad valorem assessments, against certain improved residential properties to pay for solid waste collection, disposal, and recycling services.

The Public Hearing regarding the solid waste collection assessment will be held during the regular City Council meeting on Monday, August 25, 2025 at 6:00 p.m. in Council Chambers, City Hall, 121 SW Port St. Lucie Blvd, Port St. Lucie, Florida. All affected property owners have the right to appear at the hearing and to file written objections with the City Council through the City Clerk within 20 days of the date of this notice. Please visit www.CityofPSL.com/tv for public comment options. You may also direct general inquiries to 1PSL at 772-871-1775 and press 5, Monday through Friday, between 8 a.m. and 5 p.m.

No stenographic record by a certified court reporter will be provided at the hearing. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will be responsible for making a verbatim record of the testimony, evidence, and any other matters presented at the hearing. In accordance with the Americans with Disabilities Act, persons requesting accommodations should contact the ADA Coordinator at 772-344-4345 at least seven (7) days prior to the hearing.

Copies of the legal documentation for the solid waste assessment roll are available in the City Clerk's office, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984.

The City has proposed a fee of $467.33 per dwelling unit for the fiscal year 2025-2026. The rate is calculated by multiplying the number of dwelling units on your property by the assessment rate. The total number of dwelling units calculated for the above referenced parcel is «Unit» for which the City proposes a net assessment of $«Amount» for fiscal year 2025-2026. Additionally, unpaid or delinquent fees, charges or assessments due the City for services incurred from <<CO Date>> through September 30, 2025, shall also be assessed in the amount of $<<XXX.XX>>. The total revenue the City will collect by the assessment is estimated to be $44,298,314.50 for fiscal year 2025-2026. The rate of the assessment in future fiscal years without additional mailed notices is not to exceed $513.70 per dwelling unit.

The City levies this assessment amount, using the above-described methodology, unless changed by the City Council. These assessments are collected with your property taxes by the Tax Collector of St. Lucie County. It appears on the "non-ad valorem" part of your current and future tax bills. If you do not pay the fee, a tax certificate might be issued against your property, or foreclosure proceedings may be instituted. This could result in losing ownership of your property.

THIS IS NOT A BILL --- DO NOT PAY

DRAFT

Agenda Summary

2025-701

Agenda Date: 7/28/2025 **Agenda Item No.:** 11.c

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 25-R41, a Resolution of the City of Port St. Lucie, Florida, Relating to the Provision of Stormwater Management Services in the City of Port St. Lucie; Reimposing and Increasing Stormwater Service Fees Against Commercial and Residential Developed and Undeveloped Property Located within the City of Port St. Lucie for the Fiscal Year Beginning October 1, 2025; Setting a Maximum Rate for Stormwater Service Fees not to be Exceeded in Future Fiscal Years and Continuing Thereafter Until Amended; Directing the Preparation of an Assessment Roll; Authorizing a Public Hearing and Directing the Provision of Notice Thereof; Providing for Conflict; Providing for Severability; and Providing an Effective Date.

Submitted By: Jaimee Cass, Assessment/Property Tax Manager

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

Executive Summary (General Business): This request authorizes staff to prepare the preliminary stormwater assessment roll and notice to owners in compliance with Florida Statute 197.3632. This process is necessary to collect the annual Assessments within the City using the uniform tax bill collection method pursuant to the Uniform Assessment Collection Act found in s.197.3632, Florida Statutes, as amended, for the fiscal year beginning on October 1, 2025.

Presentation Information: Staff may provide presentation.

Staff Recommendation: Move that the Council approve the resolution.

Alternate Recommendations:

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

Background: The City Council adopted Ordinance 93-47 for the purpose of establishing the City's intent to use the uniform method for the levy, collection and enforcement of non-ad valorem assessments to collect Stormwater Utility User Fees. The City updates the stormwater roll annually and requests approval by Council.

Issues/Analysis: The City Manager or his designee is hereby directed to prepare an updated Stormwater Roll for the fiscal year beginning October 1, 2025, in the manner provided in Chapter 51 of the Port St. Lucie Code of Ordinances.

Financial Information: For the fiscal year beginning October 1, 2025, for which Stormwater Service Fees are to be re-imposed, the City recommends an annual rate of $189.00 (an increase of $6.00 from last year) per equivalent residential unit (ERU). It is also recommended the City imposes a maximum rate of $219.00 per ERU not to be exceeded in future years without additional mailed notices. The stormwater revenue collections are recorded in Fund 401.

Special Consideration: Approval of this Rate Resolution is necessary to move forward with the preparation of the tax roll and comply with the statutory timeline.

Location of Project: Citywide

Business Impact Statement: N/A

Attachments:

- Preliminary Rate Resolution
- Form of Notices to be Published
- Form of Notices to be Mailed

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: 25182-02

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

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES IN THE CITY OF PORT ST. LUCIE; REIMPOSING AND INCREASING STORMWATER SERVICE FEES AGAINST COMMERCIAL AND RESIDENTIAL DEVELOPED AND UNDEVELOPED PROPERTY LOCATED WITHIN THE CITY OF PORT ST. LUCIE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; SETTING A MAXIMUM RATE FOR STORMWATER SERVICE FEES NOT TO BE EXCEEDED IN FUTURE FISCAL YEARS AND CONTINUING THEREAFTER UNTIL AMENDED; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Port St. Lucie, Florida (the "City") enacted Ordinance No. 97-64, codified in the City Code as Chapter 51, Stormwater Utility System, Section 51.04, Stormwater fee; imposition and calculation of (the "Ordinance"), which authorizes the imposition of a stormwater fee for Stormwater Management Services against Commercial and Residential Developed and Undeveloped Property located within the City; and

WHEREAS, the imposition of the stormwater fee for Stormwater Management Services for each fiscal year is an equitable and efficient method of apportioning Stormwater Management Service Costs among parcels of Commercial and Residential Developed and Undeveloped Property; and

WHEREAS, the Council desires to collect the annual stormwater fee within the City using the uniform tax bill collection method pursuant to the Uniform Assessment Collection Act found in Section 197.3632, Florida Statutes, as amended, for the fiscal year beginning on October 1, 2025; and

WHEREAS, the Council finds that the present level of funding for Stormwater Management Services is insufficient to effectuate day-to-day operations and to build necessary capital projects; and

WHEREAS, the Council finds that the stormwater fee must be increased to address such insufficiencies; and

WHEREAS, pursuant to Section 403.0893, Florida Statutes, a municipality may use the non-ad valorem levy, collection, and enforcement method as provided for in chapter 197; and

WHEREAS, the Council desires to authorize a maximum rate not to be exceeded in

future fiscal years without need to mail notices pursuant to Section 197.3632, Florida Statutes; and

WHEREAS, the requirements to raise the stormwater fee, pursuant to Section 197.3632, Florida Statutes, and the Ordinance have been met;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA:

Section 1. RATIFICATION OF RECITALS. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Ordinance, Chapters 166 and 197, Florida Statutes, and other applicable provisions of law.

Section 3. PURPOSE AND DEFINITIONS. This Resolution constitutes the Preliminary Rate Resolution, which initiates the annual process for updating the Assessment Roll and directs the re-imposition of the Stormwater fee pursuant to an annual rate resolution for the fiscal year beginning October 1, 2025. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

Section 4. PROVISION AND FUNDING OF STORMWATER MANAGEMENT SERVICES.

(A) Upon the imposition of the stormwater fee for Stormwater Management Services against Commercial and Residential Developed and Undeveloped Property located in the City, the City shall provide Stormwater Management Services.

(B) It is hereby ascertained, determined, and declared that each parcel of Commercial and Residential Developed and Undeveloped Property will be benefited by the City's provision of Stormwater Management Services in an amount not less than the Stormwater fee imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

Section 5. REIMPOSITION OF STORMWATER SERVICE FEE.

For the fiscal year beginning on October 1, 2025, the stormwater fee for Stormwater Management Services is to be re-imposed for Commercial and Residential Developed and Undeveloped Property located in the City pursuant to Section 51.04 of the City Code. An estimated fee of $189.00 per Equivalent Residential Unit (ERU) is hereby established and approved for the 2025-2026 fiscal year.

Section 6. AUTHORIZING A MAXIMUM RATE.

The stormwater fee is to be collected for a period of more than 1 year. For the fiscal year beginning on October 1, 2025, and all fiscal years thereafter, the maximum rate authorized by law for the annual stormwater fee for Stormwater Management Services shall be $219.00 per Equivalent Residential Unit (ERU).

Section 7. AUTHORIZATION OF PUBLIC HEARING. A public hearing shall be held during a regular City Council Meeting on Monday August 25, 2025, at 6:00 p.m. in Council Chambers at City Hall, Building A, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984, for the purpose of: (a) receiving and considering comments on the fees from affected property owners and the public; (b) considering the adoption of the annual fee resolution for the upcoming fiscal year; and (c) authorizing the re-imposition of Stormwater fees for Stormwater Management Services for the fiscal year beginning October 1, 2025, and collecting such assessments via the uniform method of collection on the same tax bill as non-ad valorem taxes; and (d) setting a maximum rate not to be exceeded without additional notice to property owners in future fiscal years.

Section 7. DIRECTION TO CITY MANAGER.

(A) The City Manager or his designee is hereby authorized and directed to prepare or cause to be prepared, an updated Assessment Roll for the fiscal year beginning October 1, 2025, in the manner provided in the Ordinance. Such updated Assessment Roll shall contain: (1) a summary description of all assessed property within the City conforming to the description on the Tax Roll; (2) the name and address of each owner of record for each parcel as shown on the Tax Roll; and (3) the amount of the Assessment to be imposed against each such parcel of assessed property. A copy of this Preliminary Rate Resolution, the Ordinance, and the updated Assessment Roll shall be maintained in the office of the City Clerk of the City and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

(B) The City Manager or his designee is hereby authorized and directed to publish a notice, as required by Section 51.06(e) of the Ordinance, in substantially the form attached hereto as Appendix "A," incorporated herein by reference. Such notice by publication shall be

published not later than August 04, 2025, in a newspaper of general circulation within the City.

(C) The City Manager or his designee is hereby authorized and directed to provide notice by first class mail to affected owners of each parcel of assessed property pursuant to the requirements of Section 51.06(e) of the Ordinance. Such notice shall be in substantially the form attached hereto as Appendix "B," incorporated herein by reference and shall be mailed not later than August 04, 2025.

Section 8. CONFLICT. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 9. SEVERABILITY. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 10. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THIS 28th DAY OF JULY, 2025.

CITY COUNCIL
CITY OF PORT ST. LUCIE:

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

By: _____
Richard Berrios, City Attorney

NOTICE OF PUBLIC HEARING REGARDING THE COLLECTION OF STORMWATER FEES

To be published no later than August 04, 2025:

NOTICE OF PUBLIC HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF STORMWATER ASSESSMENTS AND SET A MAXIMUM RATE FOR FEES ASSESSED IN FUTURE YEARS.

Notice is hereby given that the City Council of the City of Port St. Lucie, Florida, will conduct a public hearing to re-impose stormwater fees (the "Assessment") for the fiscal year beginning October 1, 2025, within the incorporated area of the City. The purpose of the Assessment is to provide funding for a stormwater management system to maintain and improve drainage in the City.

The City Council of the City of Port St. Lucie, Florida, hereby provides notice, pursuant to Section 197.3632, of its intent to re-impose stormwater fees within the incorporated area of the City to provide stormwater management in the City. The Assessment will be collected by the St. Lucie County Tax Collector. The City has proposed a rate of $189.00 per year, for one equivalent residential unit (ERU) for fiscal year 2025-2026 and a maximum rate not to exceed $219.00 per year, for one equivalent residential unit (ERU) for subsequent years unless changed by the City Council. The base unit of measurement (ERU) is the average impervious area for a single-family residence and is equal to 2,280 square feet as it represents the largest uniform class of developed property. The estimated total revenue that the City will collect by the Assessments is $ 32,075,848.21 for fiscal year 2025-2026

A public hearing (the "Hearing") will be held at 6:00 p.m. on Monday, August 25, 2025, in Council Chambers at City Hall, Building A, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 for the purpose of: (a) receiving and considering comments on the Assessments from affected property owners and the public; (b) considering the adoption of the annual rate resolution for the upcoming fiscal year; and (c) authorizing the re-imposition of the Assessment for stormwater for the fiscal year beginning October 1, 2025; (d) setting a maximum rate not to be exceeded without additional notice to property owners in future fiscal years;.and collecting the Assessment on the same bill as ad valorem taxes. **Attendance at this public hearing is NOT mandatory. Please visit http://www.cityofpsl.com/tv for new public comment options.** At the Hearing, the Council will hear objections of all interested persons to the annual rate resolution establishing the rate of assessment and approving the updated assessment roll. All affected property owners have the right to appear at the hearing and to file written objections with the City Clerk within twenty (20) calendar days of the date of this notice.

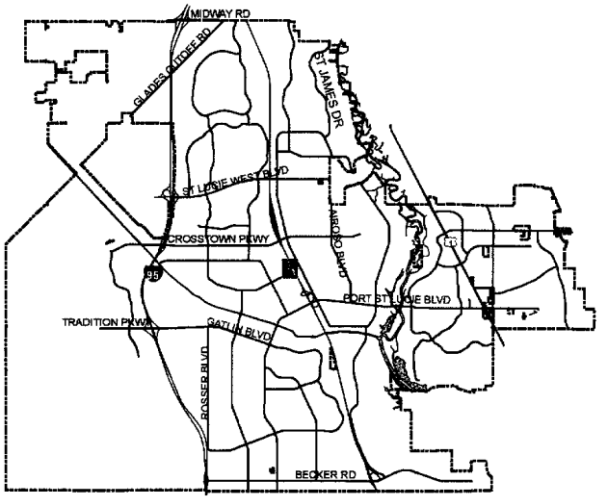
All objections to the annual rate resolution by the Council shall be made in writing and filed with the City Clerk at or before the time or adjourned time of the Hearing. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the above-referenced hearing, such person will be responsible for making a verbatim record of the testimony, evidence, and any other matters presented at the hearing. No stenographic record by a certified court reporter will be provided at the hearing. Each such person is required to provide his or her own. In accordance with the Americans with Disabilities Act, persons needing special accommodations should contact the ADA Coordinator at (772) 344-4345 at least seven (7) days prior to the hearing.

Unless proper steps are initiated with a court of competent jurisdiction to secure relief within thirty (30) days from the date of City Council action at the above hearing, such action shall be the final

adjudication of the issues presented. Copies of the legal documentation for collection of the Assessment are available in the City Clerk's office, located at 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984.

Please direct general inquiries to 1PSL at (772) 871-1775 weekdays between 8:00 am and 5:00 pm. The Assessments will be collected on the non-ad valorem portion of the tax bill to be mailed in November 2025 as authorized by Section 197.3632, Florida Statutes. Failure to pay the Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property.

The property subject to the Assessments is depicted below:



Please note that this is not a new charge and it may have appeared on the tax bill of affected property owners in prior years. The charge on such tax bills last year was based on a rate of $183.00 per ERU. Pursuant to *Atlantic Gulf Communities* v. *City of Port St. Lucie, 764 So. 2d 14 (Fla. 4th DCA, 1999), every time the fee is levied for the first time or the rate of the fee is changed, the City is required by law to provide notice.*

Sally Walsh, City Clerk
Publish:

Finance Department
CITY OF PORT ST. LUCIE
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

NOTICE OF PUBLIC HEARING TO LEVY A NON-AD VALOREM ASSESSMENT FOR STORMWATER UTILITY MANAGEMENT SYSTEM

«FirstName» «LastName»
«MailAddr1»
«MailAddr2»
«City», «State» «Zip»
«Country»

NOTICE DATE: AUGUST 04, 2025
Parcel Identification Number:**«PARCELID»**
Site Address: **«SiteAddress»**
Legal Desc: **«LegalFTP»**

Property Owner:

As required by § 197.3632, Florida Statutes, the City of Port St Lucie, Florida, ("the City") is informing you that there may be a change to the annual assessment on your property tax bill. The City imposes special assessments, sometimes referred to as non-ad valorem assessments, on improved and unimproved properties to fund the construction and maintenance of stormwater systems to improve drainage, protect water quality, and prevent flooding.

The Public Hearing will be held during the regular City Council meeting on Monday, August 25, 2025, at 6:00 p.m. in Council Chambers, City Hall, 121 SW Port St. Lucie Blvd, Port St. Lucie, Florida. All affected property owners have the right to appear at the hearing and to file written objections with the City Council through the City Clerk within 20 days of the date of this notice. Please visit www.CityofPSL.com/tv for public comment options. You may also direct general inquiries to 1PSL at 772-871-1775, Monday through Friday, between 8 a.m. and 5 p.m.

No stenographic record by a certified court reporter will be provided at the hearing. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will be responsible for making a verbatim record of the testimony, evidence, and any other matters presented at the hearing. In accordance with the Americans with Disabilities Act, persons requesting accommodations should contact the ADA Coordinator at 772-344-4345 at least seven (7) days prior to the hearing.

Copies of the legal documentation for the stormwater assessment roll are available in the City Clerk's office, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984.

The City has proposed a fee of $189.00 for one equivalent residential unit (E.R.U.) for the fiscal year 2025-2026. The base unit of measurement (E.R.U.) is the average impervious area for a single-family residence and is equal to 2,280 square feet as it represents the largest uniform class of developed property. The unit of measurement to determine the assessment is calculated by multiplying the number of E.R.U.s on each parcel by the rate of assessment.

The E.R.U.(s) calculated for the above-referenced parcel is «Unit» for which the City will assess: $«Amount» for fiscal year 2025-2026. The total revenue the City will collect by the assessment is estimated to be $32,075,848.21 for fiscal year 2025-2026. The rate of the assessment in future fiscal years without additional mailed notices is not to exceed $219.00 per E.R.U.

The City levies this assessment amount, using the above-described methodology, unless changed by the City Council. These assessments are collected with your property taxes by the Tax Collector of St. Lucie County. It appears on the "non-ad valorem" part of your current and future tax bills. If you do not pay the fee, a tax certificate might be issued against your property, or foreclosure proceedings may be instituted. This could result in losing ownership of your property.

THIS IS NOT A BILL --- DO NOT PAY

DRAFT

Agenda Summary

2025-705

Agenda Date: 7/28/2025 **Agenda Item No.:** 11.d

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 25-R42, Authorizing the Acquisition of Real Property Described as Lot 6, Block 390, Port St. Lucie Section Twenty-Four, according to the Plat thereof, as Recorded in Plat Book 13, Pages 31, 31A Through 31C, of the Public Records of St. Lucie County, Florida, for the Expansion of the Utility Systems Departments Prineville Facility and for "Good Neighbor Buffering".

Submitted By: Kevin R. Matyjaszek, Director, Utility Systems Department

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

Presentation Information: Staff will be available to answer any questions.

Executive Summary (General Business): The Utility Systems Department ("USD") desires to acquire the subject parcel for the expansion of the Prineville Facility. Jessica L. Parker (n/k/a Jessica L. Pestrikoff, Successor Trustee of the Parker Family Trust), the owner of the parcel, has agreed to convey the parcel to the City in exchange for compensation in the amount of $140,000.00.

Staff Recommendation: Move that the Council approve the Resolution Authorizing the Acquisition of Lot 6, Block 390, Port St. Lucie Section Twenty-Four, according to the Plat thereof as recorded in Plat Book 13, Pages 31, 31A Through 31C, of the Public Records of St. Lucie County, Florida.

Alternate Recommendations:

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

Background: This is a request for authorization to acquire real property located at 321 SE Greenway Terrace, Port St. Lucie, Florida, which is directly across from the Prineville Water Treatment Facility. The Utility Systems Department ("USD") owns six other properties in the subject block with one being immediately adjacent to this vacant lot. This request is consistent with the past practice of acquiring specific properties adjacent to and in close proximity to our Prineville Facility to allow for expansion of our facilities, and very importantly to provide what we call "good neighbor buffering" from surrounding developed residential properties.

Issues/Analysis: N/A

Financial Information: USD wishes to acquire the property for $140,000.00 plus the cost of the appraisal, a title report and title insurance. If approved, the transaction would be made utilizing funds from 431-1340-531000-00000.

Special Consideration: The City was contacted to see if there would be any interest in buying the vacant lot. The USD wishes to acquire the property at a value of $140,000.00.

Location of Project: The real property to be acquired is located at 321 SE Greenway Terrace, Port St. Lucie, Florida.

Attachments:

- Resolution
- Exhibit A To Resolution - Vacant Land Contract and Addendum Signed by Seller
- Via Memo from the CM Authorizing Acquisition
- Appraisal 25-86708
- City Council 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: 25147-08

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

RESOLUTION 25-R__

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY DESCRIBED AS LOT 6, BLOCK 390, PORT ST. LCUIE SECTION TWENTY-FOUR, AS RECORDED IN PLAT BOOK 13, PAGES 31, 31A THROUGH 31C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, FOR THE FUTURE EXPANSTION OF THE CITY'S UTILITY PRINEVILLE COMPLEX AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO TAKE ANY AND ALL APPROPRIATE ACTIONS TO ACQUIRE THE SUBJECT PROPERTY IN FEE SIMPLE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie's Utility Systems Department has recommended the acquisition of real property described as Lot 6, Block 390, Port St. Lucie Section Twenty-Four, as recorded in Plat Book 13, Pages 31, 31A through 31C, of the Public Records of St. Lucie County, Florida, for the future expansion of the City's Utility Prineville Complex; and

WHEREAS, the City of Port St. Lucie ("City") and its government has steadily grown over time and is expected to continue to grow, and as a result, the Utility Systems Department plans to expand the Utility Prineville Complex to address the needs of the growing City; and

WHEREAS, the subject property is located adjacent to the existing Prineville Complex; and

WHEREAS, planning for future growth of the City and expansion of the Utility Prineville Complex is in the public interest, for a public purpose, and necessary for the public health, safety, and welfare; and

WHEREAS, after consideration of the factors set forth above, the City Council has determined that fee simple acquisition of the subject property for the future expansion of the City's Utility Prineville Complex is a public necessity and constitutes a public purpose for which public funds may be expended; and

WHEREAS, the City Manager, or designee, is hereby authorized and directed to take any and all appropriate action, including but not limited to executing and entering into the "AS IS" Residential Contract attached hereto and incorporated herein as Exhibit "A," and to accomplish the acquisition of the subject parcel in fee simple on behalf of the City of Port St. Lucie, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PORT ST. LUCIE, FLORIDA:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. Implementation. The City Manager, or designee, is hereby authorized and directed to proceed to take any and all necessary actions, including but not limited to executing

the "AS IS" Residential Contract, for the City of Port St. Lucie to acquire, in its own name, by purchase, the real property described hereinabove and to execute all papers and other instruments required for that purpose.

Section 3. Conflict. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2025.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

Vacant Land Contract

1. **Sale and Purchase ("Contract"):** *Jessica L. Parker (n/k/a Jessica L. Pestrikoff, Succesor Trustee of the Parker Family Trust* ("**Seller**") and *City of Port St. Lucie, a Florida municipal corporation* ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: *321 SE Greenway Terrace, Port St. Lucie, Florida 34983*
Legal Description:
Lot 6, Block 390, Port St. Lucie Section Twenty-Four, according to the Plat thereof as recorded in Plat Book 13, Pages 31, 31A Through 31C, of the Public Records of St. Lucie County, Florida
SEC ___/TWP /___/RNG ___ of _____ County, Florida. Real Property ID No.: *3420-615-0521-000-5*
including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) ..... $ *140,000.00*
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: *N/A*
Escrow Agent's Contact Person: _____
Escrow Agent's Address: _____
Escrow Agent's Phone: _____
Escrow Agent's Email: _____

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)
after Effective Date ..... $ _____
(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ _____
(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $ _____
(d) Other: _____ ..... $ _____
(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)
to be paid at closing by wire transfer or other Collected funds ..... $ *140,000.00*

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before *August 1, 2025*, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. **Closing Date:** This transaction will close on *August 25, 2025* ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at **(Check one)** ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows:

_____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to

_____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at **(Check one)** ☐ **Seller's** ☒ **Buyer's** expense and **(Check one)** ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date, **(Check one)**

(1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within *10* days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☐ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer. Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☒ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) **Buyer Costs:**
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☒ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. **Force Majeure: Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. **Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

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16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
    (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.
    (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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N/A	*N/A*
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
N/A	*N/A*
Listing Brokerage	**Buyer's Brokerage**
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. HOA Addendum
☒ D. Other _____

23. Additional Terms:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNLESS AND UNTIL PASSED AND ADOPTED VIA RESOLUTION BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, PORT ST. LUCIE, FLORIDA

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.

This Contract continues with Line 369 on Page 8 of 8.]

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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

City of Port St. Lucie, a Florida municipal corporation

Buyer: _____ Date: _____

Print name: ***Jesus Merejo, City Manager***

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: ***121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984***

Phone: ***772-871-5294*** Fax: _____ Email: ***mcarland@cityofpsl.com***

Jessica L. Parker (n/k/a Jessica L. Pestrikoff, Succesor Trustee of the Parker Family Trust

Seller: Jessica Pestrikoff Date: 07/10/2025

Print name: ***Jessica L. Parker (n/k/a Jessica L. Pestrikoff), Successor Trustee***

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: ***7109 Porsche Street, Anchorage, AK 99502***

Phone: ***907-440-1744*** Fax: _____ Email: ***jpestrikoff@gmail.com***

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ADDENDUM: BUYER'S ADDENDUM

1. This Addendum will be incorporated into the Vacant Land Contract (hereinafter referred to as the "Contract") between **Jessica L. Parker (n/k/a Jessica L. Pestrikoff), Successor Trustee of the Parker Family Trust** ("Sellers") and the **City of Port St. Lucie, a Florida municipal corporation** ("Buyer"), and shall supersede any provisions in conflict with the attached Contract, and which may be in conflict with the provisions contained herein below.

2. **Purchase Price**. Buyer agrees to pay to Seller and Seller agrees to accept from Buyer at the time of Closing the sum of **One Hundred Forty Thousand Dollars and Zero Cents ($140,000.00)** for the Buyer's purchase of fee simple title to the real property which is described in the Contract (the "Property").

3. **Proration**. The parties hereby agree that the typical pro-rations (such as, but not limited to, utility service, water and sewer costs, electricity, taxes) normally considered being part of closing costs and expenses shall be prorated; however, the payment of any and all delinquent or unpaid real estate taxes, together with the payoff of the special assessment for the City of Port St. Lucie's water and sewer expansion project and any unpaid solid waste assessments shall be borne by the Seller.

4. ***Ryan* Clause**. Buyer acknowledges and agrees that there may be deed restrictions, restrictive covenants and such other restrictions appearing on the plat or otherwise common to the subdivision affecting the Property. Buyer's acceptance of title to the Property, which may be subject to such restrictions, shall not be construed as a waiver of Buyer's claim of exemption as a governmental unit from any restriction, cloud or encumbrance created by the above-mentioned matters pursuant to *Ryan v. Manalapan,* 414 So.2d 193 (Fla. 1982). Buyer and Seller hereby agree that this language shall appear on the face of the deed transferring title to the Property from Seller to Buyer.

5. **Default**. If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the Purchase Price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special, consequential, punitive, or otherwise) for any default under this Contract.

6. **Dispute Resolution**. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach shall not be resolved through neutral binding arbitration; any disputes arising out of or relating to this transaction, or this Contract shall be resolved through any and all other legal remedies available under the laws of the State of Florida.

7. **WAIVER OF JURY TRIAL**. Buyer and Seller each knowingly, voluntarily and intentionally waive any right which either may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, relating to, or from this Contract or transaction. Buyer and Seller have specifically negotiated

for this waiver and understand the legal consequences of it. This provision shall survive the closing of this transaction or any earlier termination of this Contract.

8. **Governing Law**. This Contract is governed by and will be construed in accordance with the laws of the State of Florida. In the event any legal or equitable action arises under this Contract, the proper venue of any such action shall lie exclusively within the state courts in and for St. Lucie County, Florida.

9. **Recording**. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the City Council for Port St. Lucie, St. Lucie County, Florida, but shall not be recorded in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida.

10. **Invalid Provisions**. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby but will be valid and remain in force and effect, provided that the inoperative provision(s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

11. **Counterparts**. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy and/or email transmission of this Contract and any signatures thereon shall be considered for all purposes as originals.

12. **Entire Agreement**. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

13. **Effectiveness**. The effectiveness of this Contract is contingent upon and subject to approval by the City Council of Port St. Lucie, as well as a public hearing, if applicable. The Contract and the City's obligation to close is conditioned on City Council approval.

BUYER: CITY OF PORT ST. LUCIE

By: _____ Date: _____
Jesus Merejo
City Manager

SELLER:

By: Jessica Pestrikoff Date: 7/10/2025
Jessica L. Parker
(n/k/a Jessica L. Pestrikoff),
Successor Trustee

City of PORT ST. LUCIE
HEART OF THE TREASURE COAST

UTILITY SYSTEMS
Kevin Matyjaszek | Director

Approved 7/7/25

MEMORANDUM

TO: JESUS A. MEREJO, ICMA-CM – CITY MANAGER

VIA: TERESA LAMAR-SARNO, AICP, ICMA-CM – CHIEF ASST. CITY MANAGER

FROM: KEVIN R. MATYJASZEK, DIRECTOR KM

SUBJECT: ACQUISITION OF REAL PROPERTY – 321 SE GREENWAY TERRACE

DATE: JULY 7, 2025

This memorandum serves to request authorization to engage in negotiations to acquire real property at 321 SE Greenway Terrace which is directly across from the Prineville Water Treatment Facility. The Utility Systems Department ("USD") owns six other properties in the subject block with one being immediately adjacent to this vacant lot. This request is consistent with the past practice of acquiring specific properties adjacent to or within close proximity to our Prineville Facility to allow for expansion of our facilities, and very importantly to provide what we call "good neighbor buffering" from surrounding developed residential properties.

The realtor for this property contacted the City to see if there would be any interest in buying the vacant lot. The USD wishes to acquire the property at a value of $140,000. If approved, the transaction would be made utilizing funds from 431-1340-531000.

If you agree with and approve this request, please initial this memo and return it to Summer Burdick's attention, at which time the USD will commence work with the City Attorney's Office to complete the negotiations and ultimately present the matter to the City Council for consideration.

If you have any questions or wish to discuss this item in detail, please contact me.

KM
X4250

c: Margaret Carland, Senior Deputy City Attorney
Summer Burdick, Accreditation & Performance Manager

321 SE Greenway Terrace (highlighted)

File No. 25-86708

APPRAISAL OF

A Vacant Lot

LOCATED AT:

321 SE Greenway Terrace
Port St Lucie, FL 34983

CLIENT:

City of Port St Lucie
121 SW Port St Lucie Blvd., Bldg A
Port St Lucie, FL, 34984

AS OF:

June 11, 2025

BY:

Danielle M. Crowe
Cert Res RD7236

Land Appraisal Report

File No. 25-86708

PURPOSE

The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.

Client Name/Intended User: City of Port St Lucie | E-mail: bbollinger@cityofpls.com
Client Address: 121 SW Port St Lucie Blvd., Bldg A | City: Port St Lucie | State: FL | Zip: 34984
Additional Intended User(s): City of Port St Lucie

Intended Use: Land Valuation

SUBJECT

Property Address: 321 SE Greenway Terrace | City: Port St Lucie | State: FL | Zip: 34983
Owner of Public Record: Dean W Parker (Tr) / Pamela S Parker (Tr) | County: St Lucie
Legal Description: PORT ST LUCIE-SECTION 24- BLK 390 LOT 6 (MAP 34/28S) (OR 294-319; 3953-250)
Assessor's Parcel #: 3420-615-0521-000-5 | Tax Year: 2024 | R.E. Taxes $: 957.00
Neighborhood Name: PORT ST LUCIE-SECTION 24 | Map Reference: 36-28-40 | Census Tract: 3820.12
Property Rights Appraised: [X] Fee Simple [ ] Leasehold [ ] Other (describe)

SALES HISTORY

My research [ ] did [X] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
Prior Sale/Transfer: Date: N/A | Price: N/A | Source(s): FLEXMLS / St Lucie Tx Rc
Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable): To the best of our knowledge, the above stated data is believed to be accurate. Said findings are based on a search of Realist, Public Records and MLS. We are not title agents nor Real Estate Attorneys and does not have the extensive research and document search tools that the aforementioned have. If a more precise, in depth search is desired, we recommend a through search by a qualified underwriter, Real Estate Attorney and/or title agent.

Offerings, options and contracts as of the effective date of the appraisal: See Attached Addendum.

NEIGHBORHOOD

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE $(000)	AGE (yrs)	One-Unit	90 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply			2-4 Unit	0 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[X] Under 3 mths	[ ] 3-6 mths	[ ] Over 6 mths	198 Low	0	Multi-Family	0 %
								730 High	64	Commercial	5 %
								409 Pred.	34	Other V.Lnd	5 %

Neighborhood Boundaries: Crosstown Parkway to the north, SW Gatlin Blvd to the south, the Florida Turnpike to the west and the St Lucie River to the east.

Neighborhood Description: The Subject Property's neighborhood consists of mainly single family homes and some commercial properties. Crosstown Parkway, a local traffic artery, is within 1 mile, and offers access to shopping, schools, employment centers, and freeways.

Market Conditions (including support for the above conclusions): See Addendum

SITE

Dimensions: See Plat Map | Area: 10000 SF | Shape: Rectangular | View: Res/Utility
Specific Zoning Classification: RS-2 | Zoning Description: Single Family Residential
Zoning Compliance: [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Highest and best use of the subject property: See addendum

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Asphalt	[X]	[ ]
Gas	[ ]	[ ] None	Sanitary Sewer	[X]	[ ]	Alley None Noted	[ ]	[ ]

FEMA Special Flood Hazard Area: [ ] Yes [X] No | FEMA Flood Zone: X | FEMA Map #: 12111C0287K | FEMA Map Date: 02-19-2020
Site Comments: See Addendum

MARKET DATA ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	321 SE Greenway Terrace Port St Lucie, FL 34983	440 Se Asbury Lane Port St Lucie, FL 34983		807 SW California Blvd Port St Lucie, FL 34953		405 NE Airoso Boulevard Port St Lucie, FL 34983	
Proximity to subject		0.66 miles NE		2.62 miles SW		1.17 miles NW	
Sales Price	$ N/A		$ 140,000		$ 133,000		$ 135,000
Price $ /	0		14		13		14
Data Source		FLEXMLS#RX-11076827; DOM 1		FLEXMLS#FX-10482012; DOM 83		FLEXMLS#RX-11026782; DOM 12	
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION s05/25;c04/25	+(-) Adjust.	DESCRIPTION s04/25;c04/25	+(-) Adjust.	DESCRIPTION s11/24;c10/24	+(-) Adjust.
Location	PSL	PSL		PSL		PSL	
Site/View	10,000 SF	10,000 SF		10,000 SF		10,000 SF	
View	Res/Utility	Residential	-5,000	Res/Traf	0	Res/Traf	0
Zoning	RS-2 PSL	RS-2 PSL		RS-2 PSL		RS-2 PSL	
Access	Paved Road	Paved Road		Paved Road		Paved Road	
Improvements	None Noted	None Noted		None Noted		None Noted	
Sales or Financing Concessions							
Net Adj. (Total)		[ ] + [X] -	$ 5,000	[X] + [ ] -	$ 0	[X] + [ ] -	$ 0
Indicated Value of Subject		Net Adj. -3.6% Gross Adj. 3.6%	$ 135,000	Net Adj. 0.0% Gross Adj. 0.0%	$ 133,000	Net Adj. 0.0% Gross Adj. 0.0%	$ 135,000

Summary of Sales Comparrison Approach: See attached addendum

RECONCILIATION

This appraisal is made [X] "as is," [ ] subject to the following: _____

Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is $ 135,000 as of 06/11/2025, which is the effective date of this appraisal.

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(gPAR™) General Purpose Appraisal Report 05/2010
GPARLAND_10 05252010

Land Appraisal Report

File No. 25-86708

MARKET DATA ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	321 SE Greenway Terrace Port St Lucie, FL 34983	2049 SW Bayshore Blvd Port St Lucie, FL 34984		481 SW Bayshore Boulevard Port St Lucie, FL 34983			
Proximity to subject		2.37 miles SW		1.82 miles NW			
Sales Price	$ N/A		$ 129,900		$ 160,000		$
Price $ /	0		13		16		
Data Source		FLEXMLS#RX-10978730; DOM 246		FLEXMLS#RX-11013389; DOM 311			
Date of Sale and	DESCRIPTION	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.
Time Adjustment	N/A	s07/24;c06/24		Active Listing	-8,000		
Location	PSL	PSL		PSL			
Site/View	10,000 SF	10,000 SF		10,000 SF			
View	Res/Utility	Res/Traffic/Utility		Res/Traf/Com.Bldg	0		
Zoning	RS-2 PSL	RS-2 PSL		RS-2 PSL			
Access	Paved Road	Paved Road		Paved Road			
Improvements	None Noted	Paver Driveway		Paver Driveway			
Sales or Financing Concessions							
Net Adj. (Total)		[X] + [ ] -	$ 0	[ ] + [X] -	$ 8,000	[X] + [ ] -	$ 0
Indicated Value of Subject		Net Adj. 0.0% Gross Adj. 0.0%	$ 129,900	Net Adj. -5.0% Gross Adj. 5.0%	$ 152,000	Net Adj. 0.0% Gross Adj. 0.0%	$ 0

Summary of Sales Comparrison Approach See Attached Addendum

MARKET DATA ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 7		COMPARABLE NO. 8		COMPARABLE NO. 9	
Address	321 SE Greenway Terrace Port St Lucie, FL 34983						
Proximity to subject							
Sales Price	$ N/A		$		$		$
Price $ /	0						
Data Source							
Date of Sale and	DESCRIPTION	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.
Time Adjustment	N/A						
Location	PSL						
Site/View	10,000 SF						
View	Res/Utility						
Zoning	RS-2 PSL						
Access	Paved Road						
Improvements	None Noted						
Sales or Financing Concessions							
Net Adj. (Total)		[X] + [ ] -	$ 0	[X] + [ ] -	$ 0	[X] + [ ] -	$ 0
Indicated Value of Subject		Net Adj. 0.0% Gross Adj. 0.0%	$ 0	Net Adj. 0.0% Gross Adj. 0.0%	$ 0	Net Adj. 0.0% Gross Adj. 0.0%	$ 0

Summary of Sales Comparrison Approach

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Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as " the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.

4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.

5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.

6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.

7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.

8. This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

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Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.

4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.

9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

See Addendum

Additional Certifications:

See Addendum

Definition of Value: [X] **Market Value** [ ] **Other Value:** _____

Source of Definition: The Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010, Pgs.

"As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

a. Buyer and seller are typically motivated;

b. Both parties are well informed or well advised, and acting in what they consider their own best interests;

c. A reasonable time is allowed for exposure in the open market;

d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

ADDRESS OF THE PROPERTY APPRAISED:
321 SE Greenway Terrace
Port St Lucie, FL 34983
EFFECTIVE DATE OF THE APPRAISAL: 06/11/2025
APPRAISED VALUE OF THE SUBJECT PROPERTY $ 135,000

APPRAISER

Signature: Danielle Crowe
Name: Danielle M. Crowe
State Certification # Cert Res RD7236
or License # _____
or Other (describe): _____ State #: _____
State: FL
Expiration Date of Certification or License: 11/30/2026
Date of Signature and Report: 06/24/2025
Date of Property Viewing: 06/11/2025
Degree of property viewing:
[X] Did personally view [ ] Did not personally view

SUPERVISORY APPRAISER

Signature: Stephen G. Neill
Name: Stephen G. Neill, MAI
State Certification # Cert Gen RZ2480
or License # _____
State: FL
Expiration Date of Certification or License: 11/30/2026
Date of Signature: 06/24/2025
Date of Property Viewing: _____
Degree of property viewing:
[ ] Did personally view [X] Did not personally view

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(gPAR™) General Purpose Appraisal Report 05/2010
GPARLAND_10 05252010

Client: City of Port St Lucie		File No.: 25-86708
Property Address: 321 SE Greenway Terrace		Case No.:
City: Port St Lucie	State: FL	Zip: 34983

Purpose

The purpose of the appraisal is to develop an opinion of market value of the subject property as defined in this report (see limiting conditions attached for definition).

Intended Use

This report was prepared for our client, City of Port St. Lucie. The intended use of this appraisal is to assist the client mentioned in this report in evaluation of the Subject Property for land valuation of 321 SE Greenway Terrace, Port Saint Lucie, FL, 34983. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended and the scope of work may not be appropriate for other use.

Scope of Work

Subject Property Identification:
Danielle M Crowe has viewed readily accessible areas of the lot, and has viewed the property solely for valuation purposes and to observe property characteristics that a typical purchaser would consider in their decision making process, as well as those items outlined in the assumptions and limited conditions and certification to this appraisal. Personal property was not included in the appraised value.

Sources of Information:

The appraisal is based on the information gathered from public records; viewing of the Subject Property, neighborhood and comparable properties; and other sources specifically identified in this report. When conflicting information has been discovered, the sources deemed most reliable have been used.

Conditions of Appraisal

As per USPAP guidelines, this report is an "appraisal format".

1. Personal property is not included in our valuation.
2. Third party information is verified and contained in our office files.

Subject Section

Legal Description
The legal description as shown on pg. 1 of the report is the complete description as found in St. Lucie County Tax Records.

Subject Address
Please note that the Subject's address utilized in this report conforms to the formatting of the USPS website.

Site / Accessibility
The Subject Property is accessible year round in all types of weather conditions.

Site Utilities
The Subject Property has access to public water, public sewer, electric, and cable. Street lights are currently located in the Subject Property's neighborhood.

Site Influences
During the physical inspection, the appraiser noted that the Subject Property is located on 321 SE Greenway Terrace. The site has south facing views of a large water utility plant owned by The City of Port Saint Lucie.
OFFERINGS, CONTRACTS AND OPTIONS
None Currently.

Neighborhood Comments

Subject Property is located in NE Port St Lucie, east of Interstate-95, in a predominately residential neighborhood consisting of mostly single family homes. The Subject is located on NW St James Drive, a street which is an arterial road that runs from the NE section of Port Saint Lucie to North Fort Pierce.

Highest and Best Use Analysis Summary:

We have concluded the highest and best use of the property is for future development of a Single Family Residence as it is the only legal use of the property.

Zoning

The site is zoned RS-2, Single-Family Residential Zoning District, by the City of Port St. Lucie. The purpose of this District shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of low-density residential living of an urban character; to designate those uses and services deemed appropriate and proper for location and development within that zoning district; and to establish development standards and provisions as are appropriate to ensure proper development in a low-density residential environment.

The following are permitted principal uses and structures in a RS-2 Zone:

- Park or playground, or other public recreation or cultural facility (subject to site plan review)

Single-family dwelling
Foster care home

- Family day care home

Lot Size and Dimensional Requirements

Lot size requirements for the RS-2 District are shown below:

MAXIMUM GROSS DENSITY (Du/Ac)	MINIMUM LOT SIZE (Sq Ft)	MINIMUM LOT WIDTH (Ft)	MINIMUM LOT DEPTH (Ft)	FRONT	REAR	SIDE	MAXIMUM HEIGHT (Ft)	MINIMUM LIVING AREA (Sq Ft)
	10,000	60	100	25	25	10	35	1,200 (1-story) 1,400 (2-story)

Sales Comparison Analysis

The Subject's site is located on 321 SE Greenway Terrace. The site has south facing views of a large utility water plant that is owned by The City of Port Saint Lucie. Comparable Sales 1, 2, 3, 4 and Listing 5 are located in Port St Lucie and bracket and support the Subject's site size, zoning and have similar or comparable site influences / views. Comparable 1 is located in close proximity, is recently closed and is located on a residential street with no exterior influences. A downward adjustment was made per market reaction. Comparable 2 is located in the same market area, is recently closed and is located on a busy street. Comparable 3 is located on a busy street in close proximity to arterial road. Comparable 4 is a site that appears to have been utilized as a parking lot and there are brick pavers on site and is located on moderate traffic street with views of a large utility site that is owned by The City of Port Saint Lucie. Listing 5 is located on a main arterial road and has also been utilized as a parking lot as there are brick pavers onsite. Listing 5 has views of commercial property to the west. The comparable sales indicate a range from $129,900 to $135,000. We have given Comparables 1 and 2 the most consideration as they are located in close proximity and are most recently closed. We concluded the site value to be $135,000 as it is well supported by the unadjusted sales prices of the comparable sales.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

File No. 25-86708

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to , or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.

4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 321 SE Greenway Terrace, Port St Lucie, FL 34983

APPRAISER:

Signature: Danielle Crowe
Name: Danielle M. Crowe
Date Signed: 06/24/2025
State Certification #: Cert Res RD7236
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2026

Cert Res RD7236

SUPERVISORY APPRAISER (only if required)

Signature: Stephen G. Neill
Name: Stephen G. Neill, MAI
Date Signed: 06/24/2025
State Certification #: Cert Gen RZ2480
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2026

☐ Did ☒ Did Not Inspect Property

Cert Gen RZ2480

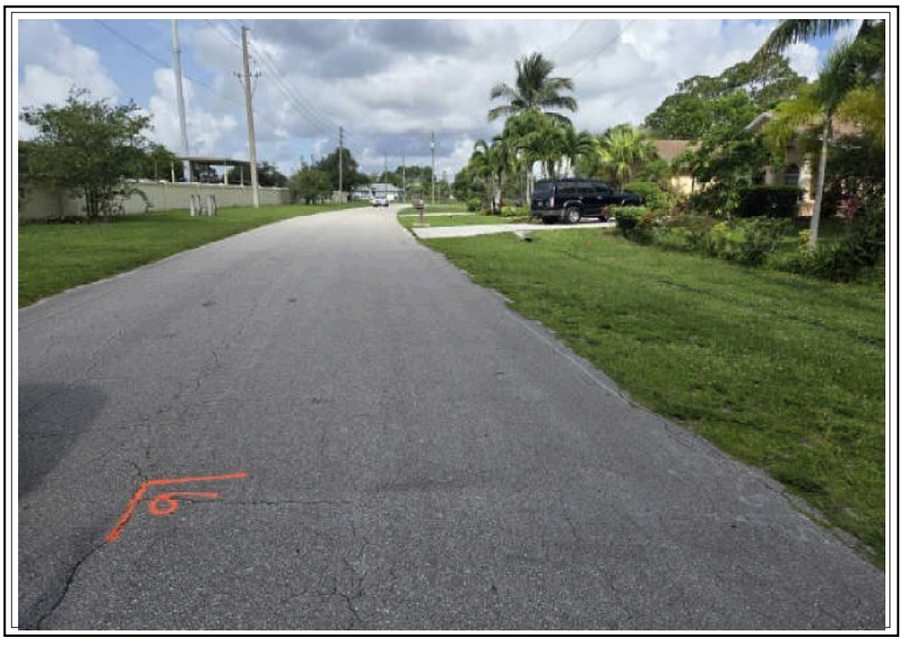
SUBJECT PROPERTY PHOTO ADDENDUM

Client: City of Port St Lucie		File No.: 25-86708
Property Address: 321 SE Greenway Terrace		Case No.:
City: Port St Lucie	State: FL	Zip: 34983

FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: June 11, 2025
Appraised Value: $ 135,000

STREET SCENE



STREET SCENE

Client: City of Port St Lucie		File No.: 25-86708
Property Address: 321 SE Greenway Terrace		Case No.:
City: Port St Lucie	State: FL	Zip: 34983

Aerial View

The Subject has south facing views of City of Port St Lucie Water Treatment Facility

Utility Facility

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: City of Port St Lucie		File No.: 25-86708
Property Address: 321 SE Greenway Terrace		Case No.:
City: Port St Lucie	State: FL	Zip: 34983

COMPARABLE SALE #1

440 Se Asbury Lane
Port St Lucie, FL 34983
Sale Date: s05/25;c04/25
Sale Price: $ 140,000

COMPARABLE SALE #2

807 SW California Blvd
Port St Lucie, FL 34953
Sale Date: s04/25;c04/25
Sale Price: $ 133,000

COMPARABLE SALE #3

405 NE Airoso Boulevard
Port St Lucie, FL 34983
Sale Date: s11/24;c10/24
Sale Price: $ 135,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: City of Port St Lucie		File No.: 25-86708
Property Address: 321 SE Greenway Terrace		Case No.:
City: Port St Lucie	State: FL	Zip: 34983

COMPARABLE SALE #4

2049 SW Bayshore Blvd
Port St Lucie, FL 34984
Sale Date: s07/24;c06/24
Sale Price: $ 129,900

COMPARABLE SALE #5

481 SW Bayshore Boulevard
Port St Lucie, FL 34983
Sale Date: Active Listing
Sale Price: $ 160,000

COMPARABLE SALE #6

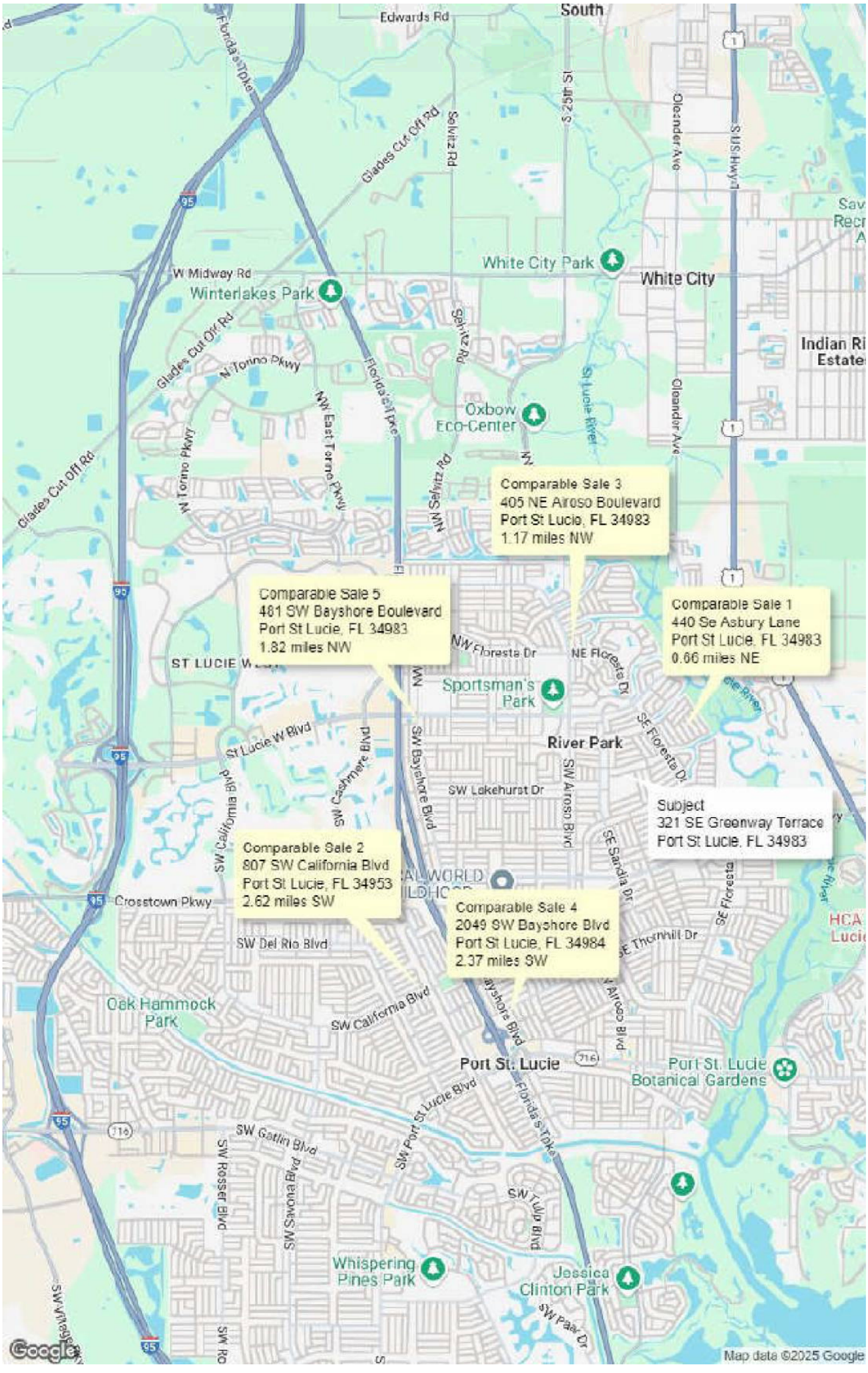
Sale Date:
Sale Price: $

PLAT MAP

Client: City of Port St Lucie		File No.: 25-86708
Property Address: 321 SE Greenway Terrace		Case No.:
City: Port St Lucie	State: FL	Zip: 34983

LOCATION MAP

Client: City of Port St Lucie		File No.: 25-86708
Property Address: 321 SE Greenway Terrace		Case No.:
City: Port St Lucie	State: FL	Zip: 34983

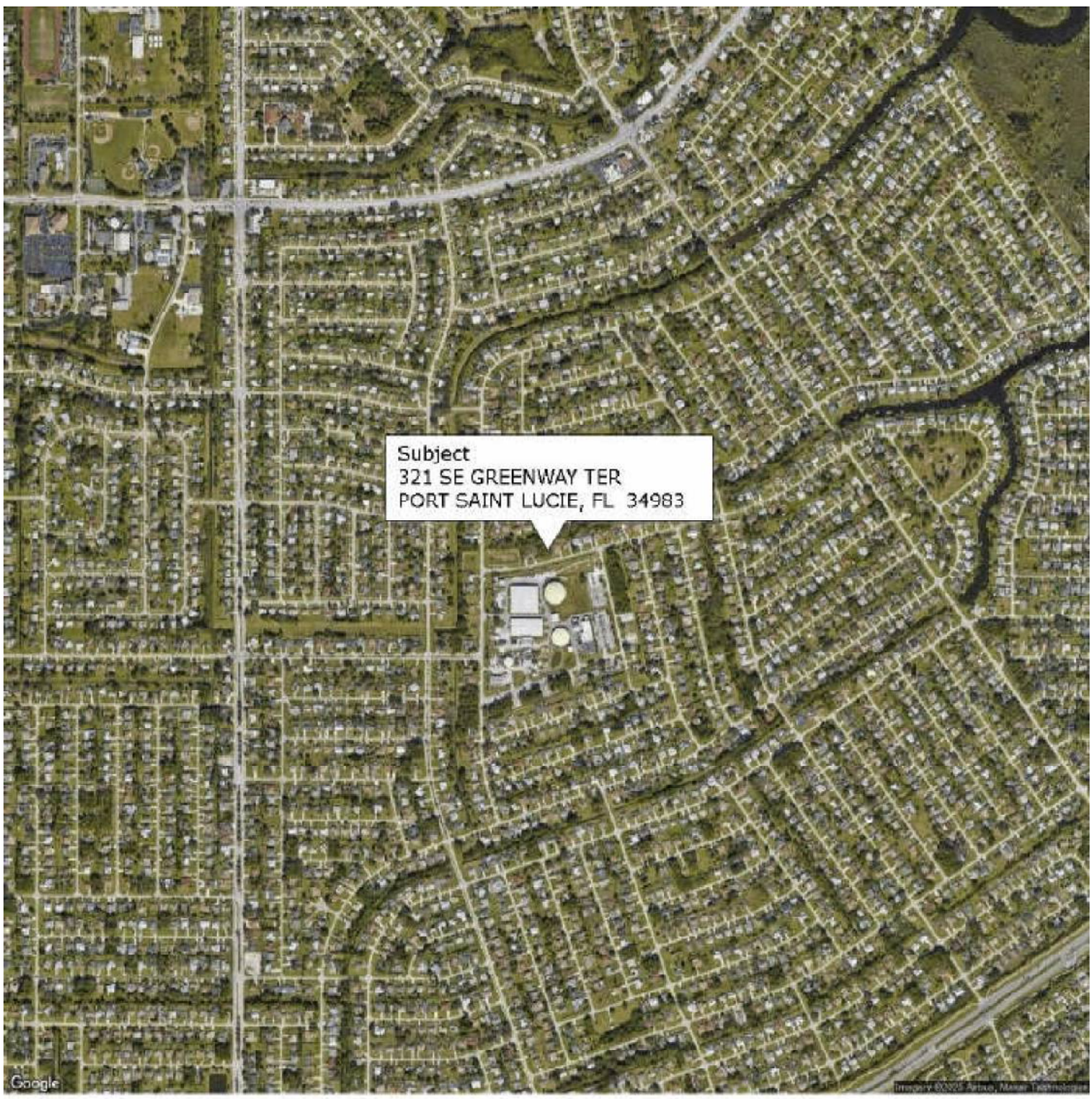


AERIAL MAP

Client: City of Port St Lucie		File No.: 25-86708
Property Address: 321 SE Greenway Terrace		Case No.:
City: Port St Lucie	State: FL	Zip: 34983

FLOOD MAP

Client: City of Port St Lucie		File No.: 25-86708
Property Address: 321 SE Greenway Terrace		Case No.:
City: Port St Lucie	State: FL	Zip: 34983



FLOOD INFORMATION

Community: City of Port St. Lucie
Property is NOT in a FEMA Special Flood Hazard Area
Map Number: 12111C0287K
Panel: 12111C0287
Zone: X
Map Date: 02-19-2020
FIPS: 12111
Source: FEMA DFIRM

LEGEND

= FEMA Special Flood Hazard Area – High Risk

= Moderate and Minimal Risk Areas

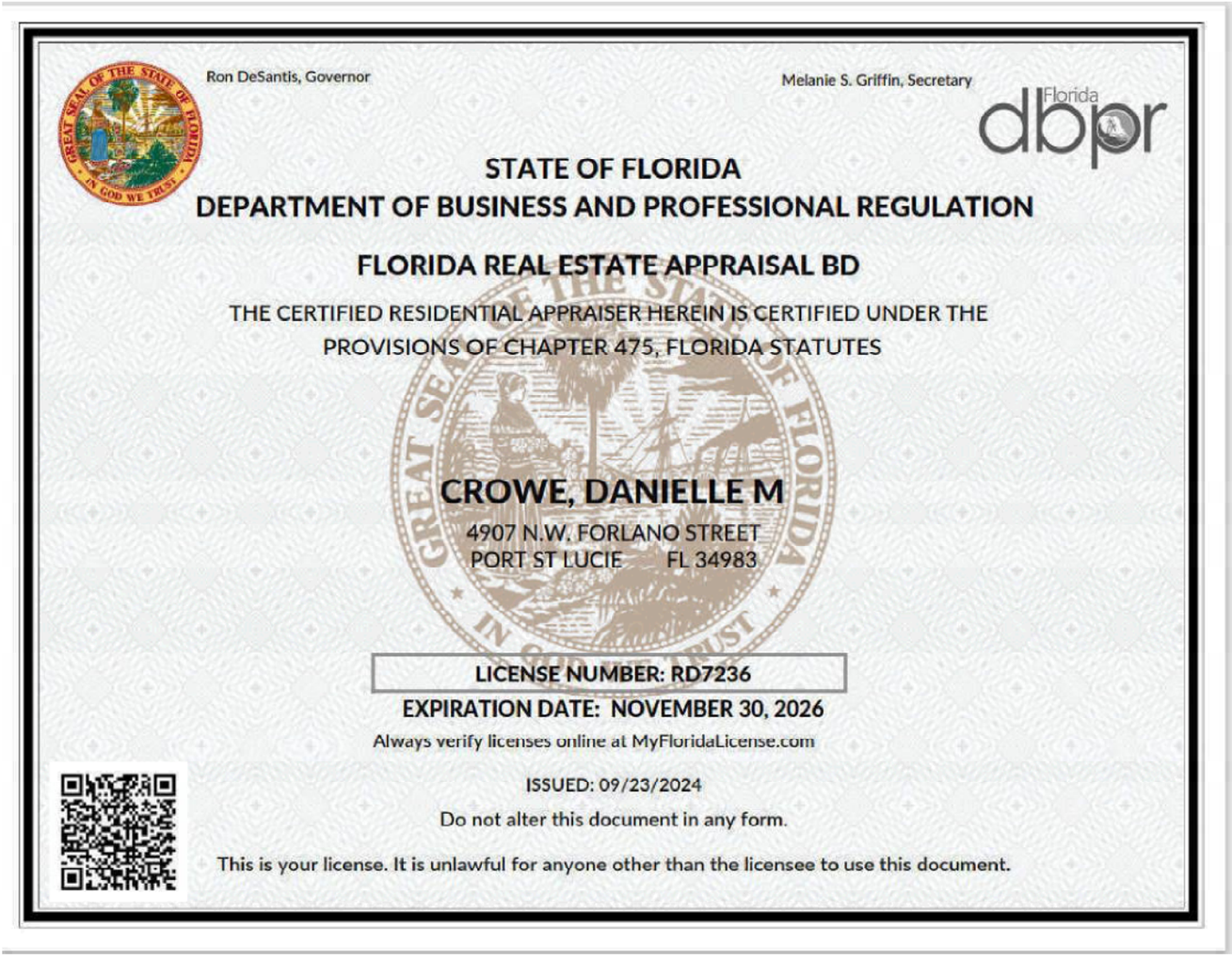
Road View:

= Forest = Water

Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

Client: City of Port St Lucie		File No.: 25-86708	
Property Address: 321 SE Greenway Terrace		Case No.:	
City: Port St Lucie	State: FL		Zip: 34983



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CROWE, DANIELLE M

4907 N.W. FORLANO STREET
PORT ST LUCIE FL 34983

LICENSE NUMBER: RD7236

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/23/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Client: City of Port St Lucie		File No.: 25-86708	
Property Address: 321 SE Greenway Terrace		Case No.:	
City: Port St Lucie	State: FL		Zip: 34983

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

NEILL, STEPHEN G

1803 S 25TH STREET SUITE 1
FORT PIERCE FL 34947

LICENSE NUMBER: RZ2480

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Appraiser Independence Certification

File No.: 25-86708

Borrower: City of Port St Lucie
Property Address: 321 SE Greenway Terrace
City: Port St Lucie County: St Lucie State: FL Zip Code: 34983
Lender/Client: City of Port St Lucie

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.

I assert that no employee, director, officer, or agent of the Lender/Client, or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of the Lender/Client, influenced or attempted to influence the development, reporting, result, or review of the appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that the Lender/Client has never participated in any of the following prohibited behavior in our business relationship:

1. Withholding or threatening to withhold timely payment or partial payment for the appraisal report;
2. Withholding or threatening to withhold future business, or demoting or terminating, or threatening to demote or terminate my services;
3. Expressly or implicitly promising future business, promotions, or increased compensation for my services;
4. Conditioning the ordering of the appraisal report or the payment of the appraisal fee or salary or bonus on my opinion, conclusion or valuation reached, or on a preliminary value estimate requested;
5. Requesting an estimated, predetermined, or desired valuation in the appraisal report, prior to the completion of the appraisal report, or requesting estimated values or comparable sales at any time prior to the completion of the appraisal report;
6. Providing an anticipated, estimated, encouraged or desired value for the subject property, or a proposed or target amount to be loaned to the Borrower, except that a copy of the sales contract may have been provided if the assignment was for a purchase transaction;
7. Providing stock or other financial or non-financial benefits to me or any entity or person related to me, my appraisal or appraisal management company, if applicable;
8. Any other act or practice that impairs or attempts to impair my independence, objectivity or impartiality, or violates law or regulation, including but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the Uniform Standards of Professional Appraisal Practice (USPAP).

Additional Comments: I certify that, to the best of my knowledge and belief:
1) The statements of fact contained in this report are true and correct.
2) I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
3)The analyses, opinions, and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and The Interagency Appraisal and Evaluation Guidelines, December 10, 2010.
4)The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.
5) The reported analyses, opinions and conclusion were developed, and this report was prepared, in Conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
6) The use of this report is subject to the requirements of the Appraisal Institute relating to review by it's duly authorized representativeness.
7) As of the date of this report, Stephen G Neill, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.

Stephen G Neill, MAI
Cert Gen RZ2480

APPRAISER:

Signature: Danielle Crowe
Name: Danielle M. Crowe
Date Signed: 06/24/2025
State Certification #: Cert Res RD7236
or State License #:
or Other (describe): State #:
State: FL
Expiration Date of Certification or License: 11/30/2026

SUPERVISORY APPRAISER (only if required):

Signature: Stephen G. Neill
Name: Stephen G. Neill, MAI
Date Signed: 06/24/2025
State Certification #: Cert Gen RZ2480
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2026

USPAP ADDENDUM

File No. 25-86708

Borrower: City of Port St Lucie
Property Address: 321 SE Greenway Terrace
City: Port St Lucie County: St Lucie State: FL Zip Code: 34983
Lender: City of Port St Lucie

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 0 to 90 days

Exposure Time: 2022-23 USPAP Standards Rule 1-2(c): "Comment: When exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion."

Exposure Time Defined: "The estimated length of time that the property interest being appraiser would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal."

After analyzing market conditions and comparable data, Subject's estimated exposure time is 0 to 90 days.

Additional Certifications

[X] I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

[ ] I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Title XI FIRREA compliance statement: Appraisers certify that the appraisal was prepared in accordance with the requirements of Title XI of the Financial Institution Reform, Recovery, and Enforcement Act of 1989, as amended (12 U.S.C. 3331 et seq), and any implementing regulations.

Additional Comments

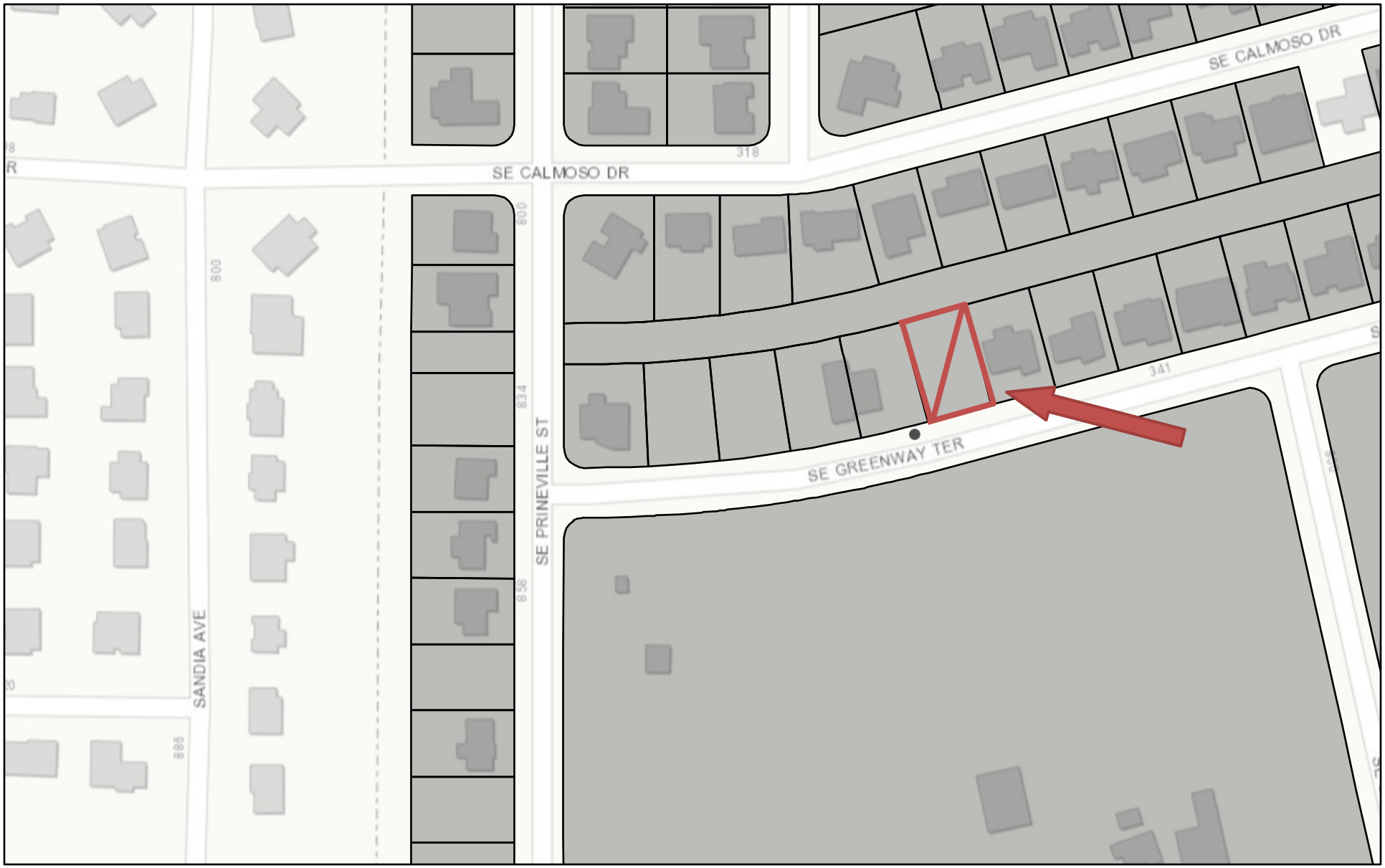
APPRAISER:

Signature: Danielle Crowe
Name: Danielle M. Crowe
Date Signed: 06/24/2025
State Certification #: Cert Res RD7236
or State License #:
or Other (describe): State #:
State: FL
Expiration Date of Certification or License: 11/30/2026
Effective Date of Appraisal: June 11, 2025

SUPERVISORY APPRAISER (only if required):

Signature: Stephen G. Neill
Name: Stephen G. Neill, MAI
Date Signed: 06/24/2025
State Certification #: Cert Gen RZ2480
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2026
Supervisory Appraiser inspection of Subject Property:
[X] Did Not [ ] Exterior-only from street [ ] Interior and Exterior

PSL Council Item Map



7/17/2025, 2:24:18 PM

Parcels

Utility Systems Department
Prineville Expansion Project Property Acquisition
321 SE Greenway Terrace, Port St. Lucie, Florida 34983
Lot 6, Block 390, PSL-24
(Parker Family Trust/Pestrikoff)

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.06 0.11 km

SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Agenda Summary

2025-592

Agenda Date: 7/28/2025 **Agenda Item No.:** 11.e

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 25-R43, Authorizing the Acceptance of a Special Warranty Deed from Mattamy Palm Beach, LLC, for a Portion of Real Property Associated with Marshall Parkway, Located on the Southeast Corner of Marshall Parkway and Community Boulevard, together with a Drainage and Irrigation Easement.

Submitted By: Clyde Cuffy, P.E., Public Works

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

Summary Brief (Agreements/Contracts only)

1. Prepared by: Nelson Mullins Riley & Scarborough, LLP
2. Parties: City of Port St. Lucie and Mattamy Palm Beach, LLC
3. Purpose: Marshall Parkway has been deeded to the City as a public roadway, recorded in Official Records Book 2899, Page 2933. A 35-ft by 35-ft triangular corner clip is required as additional right-of-way for future intersection improvements and equipment. This corner clip will be included in the final plat of Marshall Parkway. Additionally, a drainage and irrigation easement is required to convey roadway drainage from Marshall Parkway into the stormwater ponds within Del Webb subdivision and to allow irrigation of Marshall Parkway landscaping from the Del Webb stormwater pond.
4. New/Renewal/Modified: New
5. Duration: Perpetuity
6. Benefits to Port St. Lucie: Provides necessary right of way for roadway improvements.
7. Cost to Port St. Lucie (Annual and Potential): There will be no cost to the City for this corner clip and easements.

Presentation Information: Staff will be available to answer any questions.

Staff Recommendation: Move that the Council Approve the Resolution Authorizing the Acceptance of the Special Warranty Deed and Drainage and Irrigation Easement.

Alternate Recommendations:

1. Move that the Council amend the recommendation and Approve the Resolution Authorizing the Acceptance of the Special Warranty Deed and Drainage and Irrigation Easement.
2. Move that the Council not approve the resolution and provide staff direction.

Background: The preliminary plat and construction plan for Marshall Parkway at Southern Grove was approved by City Council on May 22, 2023, by Resolution 23-R56. A corner clip is required at the southeast corner of Marshall Parkway and Community Boulevard for future roadway intersection improvements and equipment. Additionally, a drainage and irrigation easement is necessary to convey roadway drainage from Marshall Parkway into the stormwater ponds within Del Web subdivision and to allow irrigation of Marshall Parkway landscaping from the Del Webb stormwater pond. On February 13, 2024, Del Webb Homeowners Association conveyed a 35-ft by 35-ft triangular corner clip to Pulte Home Company, LLC via Quit Claim Deed (ORB 5311, Pg 2154) and Pulte Home conveyed the corner clip to Mattamy Palm Beach, LLC via Special Warranty Deed (ORB 5311, Pg 2159). Mattamy Palm Beach, LLC is conveying this corner clip to the City of Port St. Lucie to be included as additional right-of-way in the Marshall Parkway at Southern Grove final plat. Additionally, a drainage and irrigation easement is being conveyed to the City of Port St. Lucie to allow conveyance of roadway drainage from Marshall Parkway into the stormwater ponds within Del Webb subdivision and to allow irrigation of Marshall Parkway landscaping from the Del Webb stormwater pond.

Issues/Analysis: Approval of this resolution conveys the corner clip to the City of Port St. Lucie.

Financial Information: There is no cost to the City.

Special Consideration: The conveyance of the corner clip to the City is necessary to facilitate the approval of the final subdivision plat for Marshall Parkway at Southern Grove.

Location of Project: Marshall Parkway, from west of SW Cerise Drive to Community Boulevard.

Attachments:

- Resolution
- Exhibit “A” to Resolution - Special Warranty Deed
- Exhibit “A” to Special Warranty Deed - Legal Description
- Exhibit “B” to Resolution - Drainage and Irrigation Easement
- Preliminary Plat (Marshall Parkway at Southern Grove)
- Quit Claim Deed (Del Webb to Pulte Home)
- Special Warranty Deed (Pulte Home to Mattamy Palm Beach)
- 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: 25163-02

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

RESOLUTION 25-R

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A SPECIAL WARRANTY DEED FROM MATTAMY PALM BEACH, LLC, FOR A PORTION OF REAL PROPERTY ASSOCIATED WITH MARSHALL PARKWAY, LOCATED ON THE SOUTHEAST CORNER OF MARSHALL PARKWAY AND COMMUNITY BOULEVARD, TOGETHER WITH THE ACCEPTANCE OF A DRAINAGE AND IRRIGATION EASEMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Marshall Parkway has been conveyed to the City of Port St. Lucie ("City") as a public roadway; and

WHEREAS, certain additional real property rights are necessary to facilitate the construction and final platting of Marshall Parkway; and

WHEREAS, a special warranty deed conveying the necessary real property rights to the City is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, certain drainage and irrigation easement rights are required in order to convey drainage from Marshall Parkway into stormwater ponds within the Del Webb subdivision and to allow irrigation of Marshall Parkway landscaping from the Del Webb stormwater pond; and

WHEREAS, a drainage and irrigation easement conveying the necessary easement rights to the City is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the City desires to authorize the acceptance of the special warranty deed and authorizes the City Manager, or his designee, to take any and all appropriate actions to accomplish the acquisition of the real property necessary to facilitate the construction and final platting of Marshall Parkway; and

WHEREAS, the City desires to authorize the acceptance of the drainage and irrigation easement and authorizes the City Manager, or his designee, to take any and all appropriate actions to accomplish the accept the easement for stormwater and irrigation purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PORT ST. LUCIE, FLORIDA:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. Implementation. The City Manager, or his designee, is hereby authorized and directed to proceed to take any and all necessary actions, including executing any necessary documents, for the City of Port St. Lucie to accept the special warranty deed attached hereto as Exhibit "A", and prepare all papers and other instruments required for that purpose. The City

Manager, or his designee, is further hereby authorized and directed to proceed to take any and all necessary actions, including executing any necessary documents, for the City of Port St. Lucie to accept the drainage and irrigation easement attached hereto as Exhibit "B", and prepare all papers and other instruments required for that purpose.

Section 3. Conflict. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2025.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By:_____
Shannon M. Martin, Mayor

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Nelson Mullins Riley & Scarborough LLP
1905 NW Corporate Blvd., Suite 310
Boca Raton, Fl 33431
Attn: Christopher Staller, Esq.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and delivered on this ___ day of _____ 2025, by MATTAMY PALM BEACH LLC, a Delaware limited liability company, whose mailing address is 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, FL (the "**Grantor**") and the CITY OF PORT ST. LUCIE, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 (the "**Grantee**").

(whenever used herein the terms Grantor and Grantee shall include the heirs, legal representatives and assigns of individuals and the successors and assigns of legal entities, whenever the context so admits or requires)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee the real property situate in St. Lucie County, Florida, described as follows (the "**Property**") more particularly described in Exhibit "A", attached hereto and made a part hereof.

SUBJECT TO:

1. Taxes and assessments for the year 2025 and all subsequent years not yet due or payable;

2. Easements, restrictions, and all other matters of record (it not being the intent to reimpose same); and

3. Any matter created by or through Grantee.

Grantee acknowledges that there may be deed restrictions, restrictive covenants or such other restrictions appearing in the public records, on the plat or otherwise common to the subdivision affecting the Property. Grantee's acceptance of title to the Property, however, shall not be construed as a waiver of Grantee's claim of exemption as a governmental unit from any such condition, restriction, cloud, encumbrance, limitation or other matter of record against Grantee pursuant to *Ryan v. Manalapan*, 414 So.2d 193 (Fla. 1982).

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR for the Property, hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property to Grantee; that Grantor specially warrants the title to the Property subject to the foregoing matters and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but no others.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its property officers thereunto duly authorized the day and year first above written.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Witnesses:

Signature:_____

Print name: _____
Address: _____
_____

Signature: _____

Print name: _____
Address: _____
_____

GRANTOR:

MATTAMY PALM BEACH LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by _____, as _____ of Mattamy Palm Beach LLC, a Delaware limited liability company, who is ☐ personally known to me or ☐ has produced _____as identification.

_____
Notary Public, State of Florida

SEAL

Exhibit “A”
Legal Description

Prepared by and return to:

Christopher Staller, Esq.
Nelson Mullin Riley & Scarborough LLP
1905 NW Corporate Blvd., Suite 310
Boca Raton, FL, 33431

DRAINAGE AND IRRIGATION EASEMENT

THIS DRAINAGE AND IRRIGATION EASEMENT ("**Easement**") is made and entered into this ___ day of _____, 2024, by and between PULTE HOME COMPANY, LLC, a Michigan limited liability company, as successor by conversion to PULTE HOME CORPORATION, a Michigan corporation, whose mailing address is 1475 Centrepark Boulevard, Suite 140, West Palm Beach, Florida 33401 ("**Pulte**"), DEL WEBB AT TRADITION HOMEOWNERS ASSOCIATION OF ST. LUCIE COUNTY, INC., a Florida not-for-profit corporation, whose mailing address is 500 South Australian Avenue, Suite 700, West Palm Beach, Florida 33401 ("**HOA**"), and SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, whose mailing address is 10807 SW Tradition Square, Port St. Lucie, FL 34987 ("**CDD**", and together collectively with Pulte and HOA, the "**Grantor**") in favor of CITY OF PORT ST. LUCIE, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 43984 ("**Grantee**").

RECITALS

A. Pulte is the developer of certain land situated in St. Lucie County, Florida, being more particularly described on Exhibit "A" attached hereto ("**Pulte Property**") and has dedicated the Pulte Property to HOA for open space and drainage purposes, pursuant to the DEL WEBB AT TRADITION PLAT NO. 2, as recorded in Plat Book 83, Page 1 of the Public Records of St. Lucie County, Florida ("**Plat**");

B. Pulte is the developer of certain land situated in St. Lucie County, Florida, being more particularly described on Exhibit "B" attached hereto ("**Pond Property**") and has dedicated the Pond Property to CDD for the purpose of providing drainage and surface water management, pursuant to the Plat;

C. Grantee is the owner of certain land situated in St. Lucie County, Florida, adjacent to the Pulte Property, being more particularly described on Exhibit "C" attached hereto ("**Grantee Property**");

D. Subject to the terms herein, Grantor has agreed to grant to Grantee a perpetual non-exclusive drainage and irrigation easement over portions of the Pulte Property more particularly described on Exhibit "D" attached hereto ("**Easement Areas**"), and into the Pond Property, to allow for surface water and stormwater runoff from the Grantee Property through the Easement Areas and into the Pond Property.

AGREEMENT

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by the parties hereto as follows:

1. **Recitals**. The foregoing recitals are true and accurate and are incorporated herein by reference.

2. **Power and Authority**. Each party hereto represents and warrants to the other that it has the full right, power and authority to enter into, deliver and perform its respective obligations under this Easement.

3. **Grant of Easement**. Grantor hereby grants and conveys to Grantee, and its successors and assigns, a non-exclusive perpetual easement over, across, under, upon and through the Easement Areas for the purpose of operating, maintaining and repairing an underground storm water drainage pipe, irrigation lines, and other related underground equipment ("**Drainage Facilities**") to allow the drainage and retention of all surface water or stormwater naturally flowing from the Grantee Property, as may time to time occur, and to allow the irrigation of landscaping within the Grantee Property from the stormwater management ponds within the Pond Property.

4. **Maintenance and Repair of Drainage Facilities**. Grantee shall have the perpetual obligation to maintain and repair the Drainage Facilities within the Easement Areas, which were constructed by or on behalf of Grantee for the benefit of the Grantee Property, at Grantee's sole cost and expense. Grantee's activities within the Easement Areas, including the exercise of Grantee's rights and obligations pursuant to this Section 4 and Section 3 above, shall not unreasonably interfere with Grantor's development, use, or enjoyment of the Pulte Property or the Pond Property, and shall be completed in a good and workmanlike fashion, in compliance with all applicable laws, codes, ordinances, regulations, and permits.

5. **Miscellaneous Provisions**. This Easement shall be governed by and construed in accordance with the Laws of the State of Florida without reference to any provision of Florida law which would select the laws of another jurisdiction. Venue for any action shall be in St. Lucie County, Florida. All sections and descriptive headings in this Easement are inserted for convenience only, and shall not affect the construction or interpretation hereof. This Easement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Easement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding the Easement Areas and binding upon and inuring to the benefit of Grantor or Grantee, as the case may be, and their respective successors and assigns. Each party will assume all liability for any injury or damage to the person or property of others which may occur on the Easement Areas arising from the actions of such party or its agents, contractors, employees or invitees, and will indemnify the other party against any such liability (including but not limited to reasonable attorneys' fees and costs) to the extent allowed by law, and without waiving any sovereign

immunity rights and defenses to which the CDD or the Grantee may be entitled pursuant to Section 190.043 and Section 768.28, Florida Statutes, or otherwise pursuant to applicable Florida law, and, further, subject to the damage limits, including the monetary limits set forth in Section 768.28, Florida Statutes. Grantor and Grantee agree that this Easement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Easement. None of the terms or provisions of this Easement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged. This Easement may not be terminated, amended or modified without the approval of all parties hereto, or their respective successors and assigns, in a written document recorded in the Public Records of St. Lucie County, Florida. If any provision of this Easement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[GRANTOR SIGNATURE PAGE TO DRAINAGE AND IRRIGATION EASEMENT]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first written above.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

WITNESSES:

Name: ANISSIA CROUGHAN
Address: 11720 SW KAMA WAY
PSL, FL 34987

Name: GARRETT DINSMORE
Address: 507 SE VALLARTA DR
PSL, FL 34984

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: _____
Name: PGONZALEZ
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of February, 2024, by Patrick Gonzalez, as VP. of Pulte Home Company, LLC, a Michigan limited liability company, who (Y) is personally known to me or (_) has produced _____ as identification.

Notary Public State of Florida
Nadia K Lefevre
My Commission HH 291162
Expires 8/28/2026

NOTARY PUBLIC

[GRANTOR SIGNATURE PAGE TO DRAINAGE AND IRRIGATION EASEMENT]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first written above.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

WITNESSES:

Name: ANISSA CRADIGHAN
Address: 11720 SW ROMANWAY
PSL, FL 34987

Name: GARRETT DINSMORE
Address: 507 SE VALVARTA DR
PSL, FL 34984

DEL WEBB AT TRADITION HOMEOWNERS ASSOCIATION OF ST. LUCIE COUNTY, INC., a Florida not-for-profit corporation

By: HOA President
Name: David Kanarek
Title: HOA President

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of February, 2024, by David Kanarek as HOA President of Del Webb at Tradition Homeowners Association of St. Lucie County, Inc., a Florida not-for-profit corporation, who (✓) is personally known to me or (_) has produced as identification.

Notary Public State of Florida
Nadia K Lefevre
My Commission HH 291162
Expires 8/28/2026

NOTARY PUBLIC

[GRANTOR SIGNATURE PAGE TO DRAINAGE AND IRRIGATION EASEMENT]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first written above.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5

By: _____
Name: Eric Saxonen
Title: Chair

WITNESSES:

_____
Name: Stephanie Brown
Address: Port Saint Lucie FL

_____
Name: Shawn Garrett
Address: Fort Pierce FL

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7 day of February 2024, by Eric Saxonen, as _____ of SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5. He/She (✓) is personally known to me or ( ) has produced _____ as identification.

BELHAIM FRANK SAKUMA JR.
Notary Public - State of Florida
Commission # HH 344021
My Comm. Expires Jan 2, 2027

_____
Notary Public
Name: _____
Commission Expires: _____

[GRANTEE SIGNATURE PAGE TO DRAINAGE AND IRRIGATION EASEMENT]

IN WITNESS WHEREOF, Grantee has executed this Easement as of the day and year first written above.

Signed, sealed, and delivered
in the presence of:

GRANTEE:

WITNESSES:

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

_____
Name: _____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Name: _____
Address: _____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation. He/She (_) is personally known to me or (_) has produced _____ as identification.

_____
Notary Public
Name: _____
Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PULTE PROPERTY

Tract L1 of DEL WEBB AT TRADITION PLAT NO. 2, as recorded in Plat Book 83, Page 1 of the Public Records of St. Lucie County, Florida.

Less and Except:

A PARCEL OF LAND LYING WITHIN TRACT L1, DEL WEBB AT TRADITION NO. 2 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PLAT OF DEL WEBB AT TRADITION NO. 2 , SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD, A 150 FOOT RIGHT-OF-WAY AS LAID OUT AND IN USE, AS RECORDED IN OFFICIAL RECORDS BOOK 3935, PAGE 2995, WITH THE NORTH LINE OF SAID PLAT AND BEING THE NORTH LINE OF SAID TRACT L1 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 7926.97 FEET, THE CHORD OF WHICH BEARS SOUTH 81°31'26" EAST, WITH A CHORD DISTANCE OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 0°15'11", A DISTANCE OF 35.00 FEET; THENCE SOUTH 49°17'04" WEST, A DISTANCE OF 45.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID COMMUNITY BOULEVARD; THENCE NORTH 00°05'34" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 606 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION OF POND PROPERTY

Tracts W1 and W3 of DEL WEBB AT TRADITION PLAT NO. 2, as recorded in Plat Book 83, Page 1 of the Public Records of St. Lucie County, Florida.

EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTEE PROPERTY

A PORTION OF LAND KNOWN AS E/W 3 R/W, EXHIBIT E, AS RECORDED IN OFFICIAL RECORDS BOOK 2899, PAGE 2933,

A PORTION OF LAND KNOWN AS RELOCATED UTILITY SITE 6, SOUTHERN GROVE PLAT NO. 13, AS RECORDED IN PLAT BOOK 74 PAGES 10 THROUGH 19

A PORTION OF LAND KNOWN AS TRACT L1, DEL WEBB AT TRADITION PLAT NO. 2, AS RECORDED IN PLAT BOOK 83, PAGES 1 THROUGH 12

ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID RELOCATED UTILITY SITE 6; SAID CORNER ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF COMMUNITY BOULEVARD, A 150 FOOT WIDE RIGHT OF WAY AS LAID OUT AND IN USE, AS RECORDED IN OFFICIAL RECORDS BOOK 3935, PAGE 2995, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2215.00 FEET; THE CHORD OF WHICH BEARS SOUTH 03°44'09" EAST, A CHORD DISTANCE OF 106.02 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 2°44'34", FOR A DISTANCE OF 106.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41°47'57" EAST, A DISTANCE OF 53.71 FEET TO THE SOUTHERLY LINE OF SAID RELOCATED UTILITY SITE 6, BEING COINCIDENT WITH THE NORTHERLY LINE OF SAID E/W 3 R/W AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 8076.97 FEET; THE CHORD OF WHICH BEARS SOUTH 79°54'22" EAST, A CHORD DISTANCE OF 466.85 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND ALONG SAID SOUTHERLY LINE OF SAID RELOCATED UTILITY SITE 6 AND THE SOUTHERLY LINE OF TRACT L3, PULTE AT TRADITION PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 79, PAGES 25 THROUGH 36, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND THE NORTHERLY LINE OF SAID E/W 3 R/W THROUGH A CENTRAL ANGLE OF 3°18'44", A DISTANCE OF 466.91 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1075.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID SOUTHERLY AND NORTHERLY LINE, THROUGH A CENTRAL ANGLE OF 21°52'22", A DISTANCE OF 410.38 FEET; THENCE SOUTH 56°22'38" EAST, ALONG SAID SOUTHERLY AND NORTHERLY LINE, A DISTANCE OF 967.09 FEET TO A POINT OF CUSP AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 140.00 FEET; THE CHORD OF WHICH BEARS SOUTH 33°37'22" WEST, A CHORD DISTANCE OF 150.00 FEET TO A POINT ON THE WEST LINE OF TRACT RW, DEL WEBB AT TRADITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGES 4 THROUGH 22, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY FLORIDA, THENCE ALONG THE ARC OF SAID CURVE, AND SAID WEST LINE, THROUGH A CENTRAL ANGLE OF 64°47'05", A DISTANCE OF 158.30 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID E/W 3 R/W, BEING ALSO THE NORTHERLY LINE OF SAID TRACT L1; THENCE NORTH 56°22'38" WEST, ALONG SAID SOUTHERLY AND NORTHERLY LINE, A DISTANCE OF 967.09 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 925.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID SOUTHERLY AND NORTHERLY LINE, THROUGH A CENTRAL ANGLE OF 21°52'22", A DISTANCE OF 353.12 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 7926.97; THENCE ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY AND NORTHERLY LINE, THROUGH A CENTRAL ANGLE OF 3°08'51", A DISTANCE OF 435.43 FEET; THENCE SOUTH 49°17'O4" WEST, A DISTANCE OF 45.75 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID COMMUNITY BOULEVARD; THENCE NORTH 00°05'34" EAST, ALONG SAID EAST LINE, A DISTANCE OF 126.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2215.00 FEET; THE CHORD OF WHICH BEARS NORTH 01°08'05" WEST, A CHORD DISTANCE OF 95.08 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 2°27'35", A DISTANCE OF 95.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.29 ACRES MORE OR LESS.

EXHIBIT "D"

EASEMENT AREAS

EXHIBIT D

LEGAL DESCRIPTION

SHOWN AS DRAINAGE EASEMENT "A" ON THE ATTACHED SKETCH. A PARCEL OF LAND LYING WITHIN TRACT L1, DEL WEBB AT TRADITION NO. 2 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PLAT OF DEL WEBB AT TRADITION NO. 2 , SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD, A 150 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3935, PAGE 2995 WITH THE NORTH LINE OF SAID PLAT AND BEING THE NORTH LINE OF SAID TRACT L1 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 7926.97 FEET, THE CHORD OF WHICH BEARS SOUTH 79°57'01" EAST, WITH A CHORD DISTANCE OF 470.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 3°24'01", A DISTANCE OF 470.43 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 925.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 4°27'06", A DISTANCE OF 71.87 FEET TO THE POINT OF BEGINNING; THENCE, ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 925.00 FEET; THE CHORD OF WHICH BEARS SOUTH 73°10'44" EAST, A CHORD DISTANCE OF 20.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 1°14'20", A DISTANCE OF 20.00 FEET; THENCE SOUTH 16°49'16" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH LINE OF TRACT W3, SAID DEL WEBB AT TRADITION NO. 2 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 875.00 FEET, THE CHORD OF WHICH BEARS NORTH 73°10'44" WEST, A CHORD DISTANCE OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE OF TRACT W3, THROUGH A CENTRAL ANGLE OF 1°18'35", A DISTANCE OF 20.00 FEET; THENCE NORTH 16°49'16" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.02 ACRES OR 1000.0 SQUARE FEET MORE OR LESS.

TOGETHER WITH

SHOWN AS DRAINAGE EASEMENT "B" ON THE ATTACHED SKETCH. A PARCEL OF LAND LYING WITHIN TRACT L1, DEL WEBB AT TRADITION NO. 2 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LEGAL DESCRIPTION CONTINUED ON SHEET 2)

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND /OR EASEMENTS OF RECORD

THOMAS P KIERNAN License Number LS6199 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Thomas P Kiernan
Date: 2024.05.08 10:10:28 -04'00'

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

Drainage Easement	
LEGAL DESCRIPTION	
DATE: 6/22/2023	DRAWN JHY
SCALE: NONE	JOB No. 22-083

P:\Proj-2022\22-083 Mattamy - Open View Drive\Survey\22-083 Mattamy Open View Drive DE S&D.dwg Plotted: 5/2/24 By: JOHN YANCY Layout: SHEET 1

EXHIBIT D

LEGAL DESCRIPTION *(CONTINUED FROM SHEET 1)*

COMMENCE AT THE NORTHWEST CORNER OF SAID PLAT OF DEL WEBB AT TRADITION NO. 2 , SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT -OF-WAY LINE OF COMMUNITY BOULEVARD, A 150 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3935, PAGE 2995 WITH THE NORTH LINE OF SAID

PLAT AND BEING THE NORTH LINE OF SAID TRACT L1 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 7926.97 FEET, THE CHORD OF WHICH BEARS SOUTH 79°57'01" EAST, WITH A CHORD DISTANCE OF 470.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 3°24'01", A DISTANCE OF 470.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 925.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 21°52'22", A DISTANCE OF 353.12 FEET; THENCE SOUTH 56°22'38" EAST,CONTINUING ALONG THE NORTH LINE OF SAID TRACT L1, A DISTANCE OF 822.37 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 56°22'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 33°37'22" WEST, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF TRACT W1, SAID PLAT OF DEL WEBB AT TRADITION NO. 2; THENCE NORTH 56°22'38" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 33°37'22" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING

CONTAINING 0.02 ACRES OR 1000.0 SQUARE FEET MORE OR LESS.

TOTAL CONTAINING 0.04 ACRES OR 2000.0 SQUARE FEET MORE OR LESS.

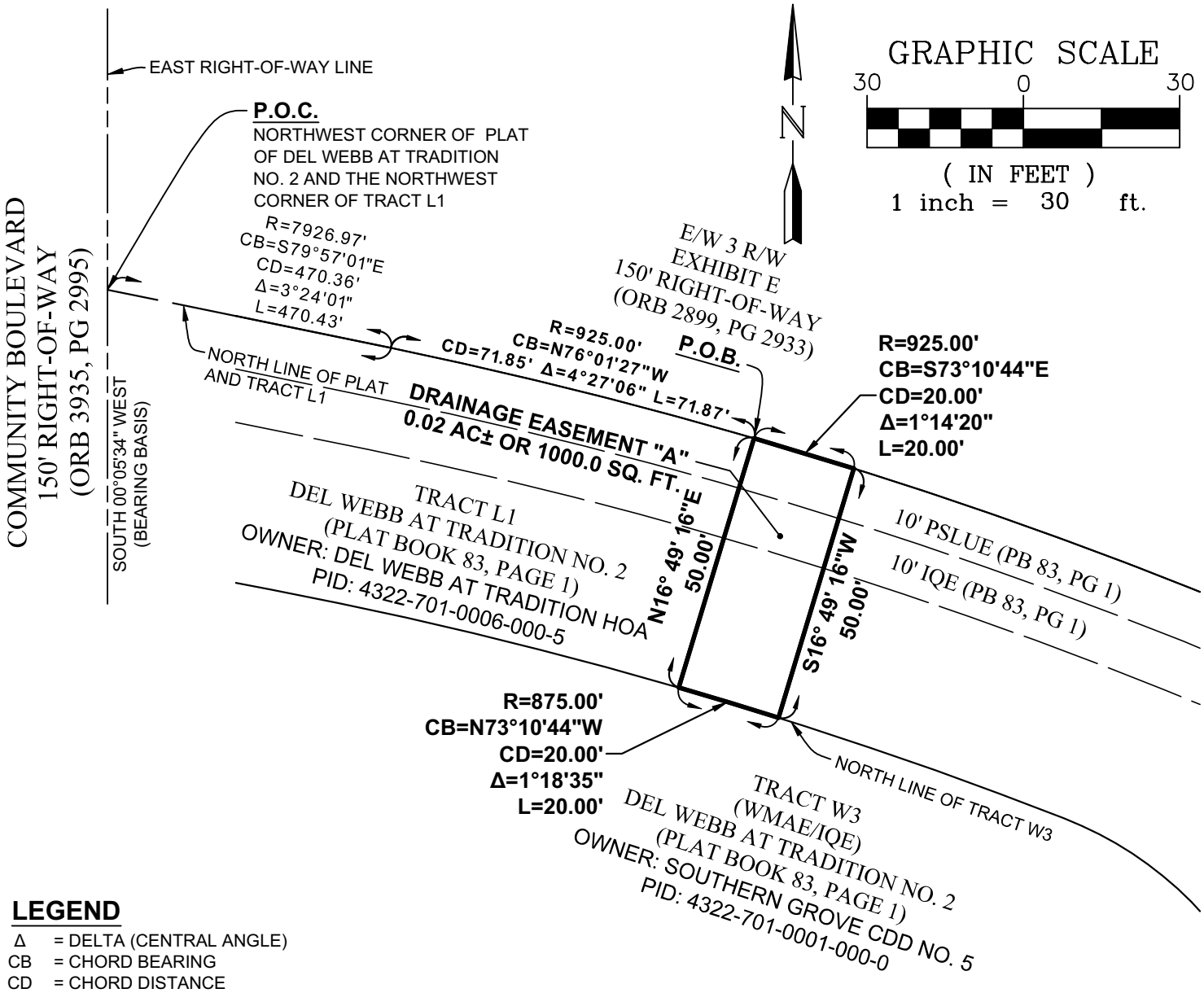
CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

Drainage Easement	
LEGAL DESCRIPTION	
DATE: 6/22/2023	DRAWN JHY
SCALE: NONE	JOB No. 22-083

P:\Proj-2022\22-083 Mattamy - Open View Drive\Survey\22-083 Mattamy Open View Drive DE S&D.dwg Plotted: 5/2/24 By: JOHN YANCY Layout: SHEET 2

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



LEGEND

Δ	= DELTA (CENTRAL ANGLE)
CB	= CHORD BEARING
CD	= CHORD DISTANCE
HOA	= HOME OWNERS ASSOCIATION
IQE	= IRRIGATION QUALITY EASEMENT
L	= ARC LENGTH
LME	= LAKE MAINTENANCE EASEMENT
ORB	= OFFICIAL RECORDS BOOK
PID	= PARCEL IDENTIFICATION (NUMBER)
PB	= PLAT BOOK
PG	= PAGE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
PSLUE	= PORT ST. LUCIE UTILITY EASEMENT
R	= RADIUS
WMAE	= WATER MANAGEMENT ACCESS EASEMENT

NOTE: BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3935, PG 2995 HAVING A BEARING OF SOUTH 00°05'34" EAST

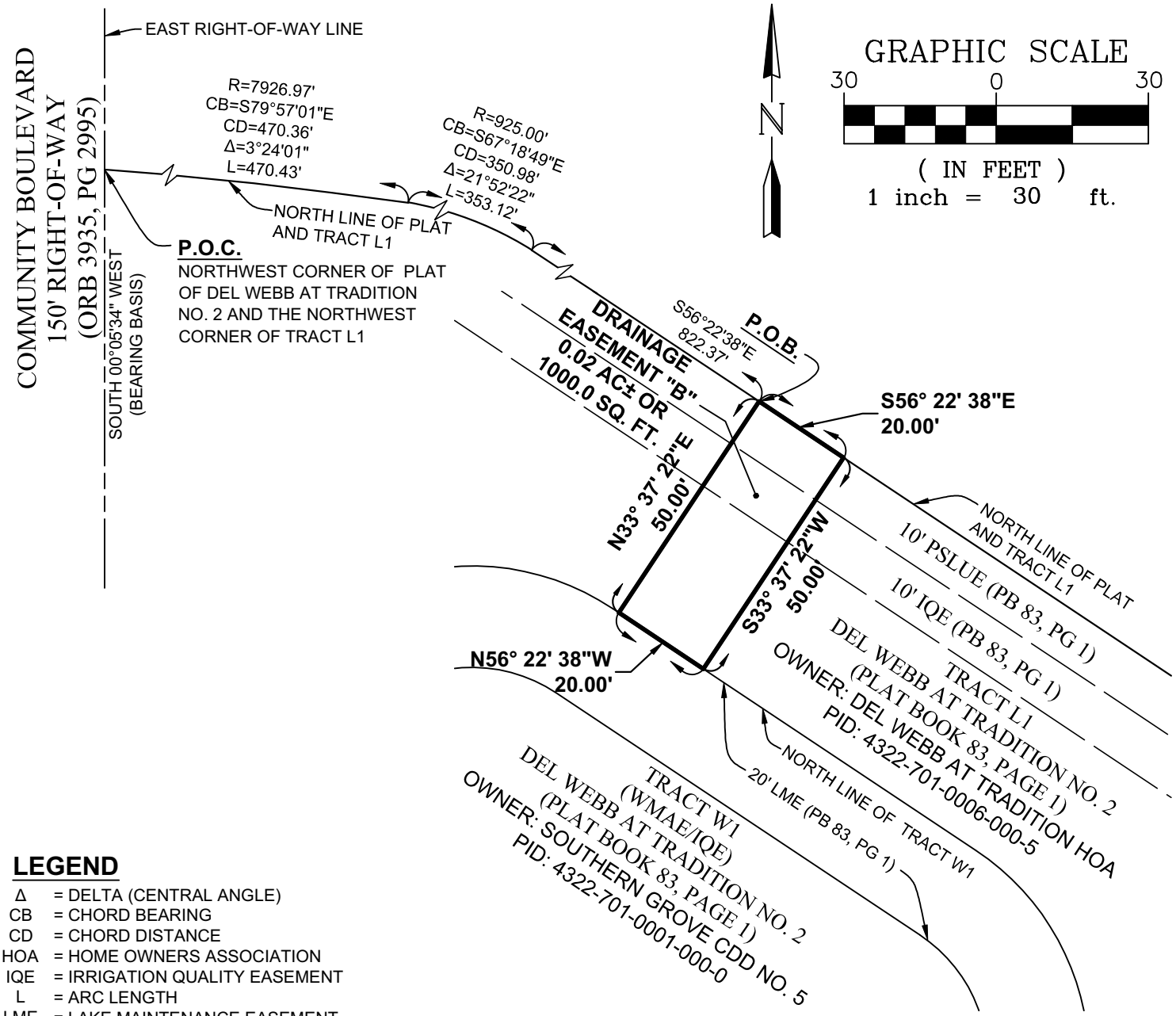
CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

Drainage Easement "A"	
SKETCH OF DESCRIPTION	
DATE: 6/22/2023	DRAWN JHY
SCALE: 1"=30'	JOB No. 22-083

P:\Proj-2022\22-083 Mattamy - Open View Drive\Survey\22-083 Mattamy Open View Drive DE S&D.dwg Plotted: 5/2/24 By: JOHN YANCY Layout: SHEET 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



LEGEND

Δ	= DELTA (CENTRAL ANGLE)
CB	= CHORD BEARING
CD	= CHORD DISTANCE
HOA	= HOME OWNERS ASSOCIATION
IQE	= IRRIGATION QUALITY EASEMENT
L	= ARC LENGTH
LME	= LAKE MAINTENANCE EASEMENT
ORB	= OFFICIAL RECORDS BOOK
PID	= PARCEL IDENTIFICATION (NUMBER)
PB	= PLAT BOOK
PG	= PAGE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
PSLUE	= PORT ST. LUCIE UTILITY EASEMENT
R	= RADIUS
WMAE	= WATER MANAGEMENT ACCESS EASEMENT

NOTE: BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3935, PG 2995 HAVING A BEARING OF SOUTH 00°05'34" EAST

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

Drainage Easement "B"

SKETCH OF DESCRIPTION

DATE: 6/22/2023	DRAWN JHY
SCALE: 1"=30'	JOB No. 22-083

P:\Proj-2022\22-083 Mattamy - Open View Drive\Survey\22-083 Mattamy Open View Drive DE S&D.dwg Plotted: 5/2/24 By: JOHN YANCY Layout: SHEET 4

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN TRACT L1, DEL WEBB AT TRADITION NO. 2 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PLAT OF DEL WEBB AT TRADITION NO. 2 , SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD, A 150 FOOT RIGHT-OF-WAY AS LAID OUT AND IN USE, AS RECORDED IN OFFICIAL RECORDS BOOK 3935, PAGE 2995, WITH THE NORTH LINE OF SAID PLAT AND BEING THE NORTH LINE OF SAID TRACT L1 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 7926.97 FEET, THE CHORD OF WHICH BEARS SOUTH 81°31'26" EAST, WITH A CHORD DISTANCE OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 0°15'11", A DISTANCE OF 35.00 FEET; THENCE SOUTH 49°17'04" WEST, A DISTANCE OF 45.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID COMMUNITY BOULEVARD; THENCE NORTH 00°05'34" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 606 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND /OR EASEMENTS OF RECORD

Thomas W Gritton

Digitally signed by Thomas W Gritton
Date: 2025.06.24 15:02:56 -04'00'

THOMAS W. GRITTON
License Number LS 7347
STATE OF FLORIDA
Professional Surveyor and Mapper

06/24/2025

THOMAS W. GRITTON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 7347

SIGNATURE DATE

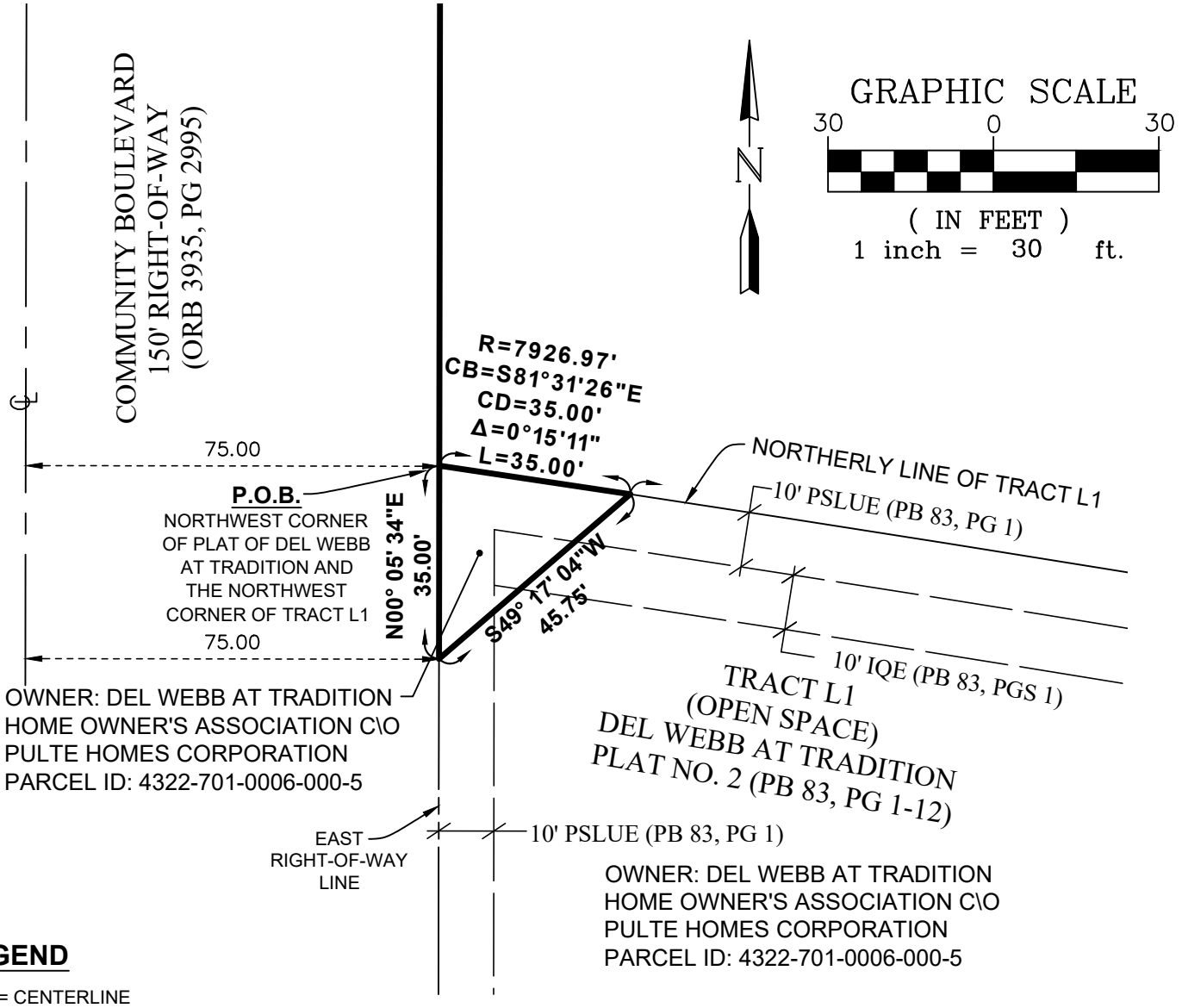
CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

CORNER CLIP	
LEGAL DESCRIPTION	
DATE: 6/23/2025	DRAWN JHY
SCALE: NONE	JOB No. 22-083

P:\Proj-2022\22-083 Mattamy - Open View Drive\Survey\22-083 Mattamy Open View Drive Pulte Corner Clip S&D.dwg Plotted: 6/24/25 By: WES GRITTON Layout: SHEET 1

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

THIS IS NOT A SURVEY



LEGEND

℄	= CENTERLINE
Δ	= DELTA (CENTRAL ANGLE)
CB	= CHORD BEARING
CD	= CHORD DISTANCE
HOA	= HOME OWNERS ASSOCIATION
IQE	= IRRIGATION QUALITY EASEMENT
L	= ARC LENGTH
ORB	= OFFICIAL RECORDS BOOK
PID	= PARCEL IDENTIFICATION (NUMBER)
PG	= PAGE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
PSLUE	= PORT ST. LUCIE UTILITY EASEMENT
R	= RADIUS
WMAE	= WATER MANAGEMENT ACCESS EASEMENT

NOTE: BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3935, PG 2995 HAVING A BEARING OF NORTH 00°05'34" EAST

CULPEPPER & TERPENING INC
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PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

CORNER CLIP

SKETCH OF DESCRIPTION

DATE: 9/11/2023	DRAWN JHY
SCALE: 1"=30'	JOB No. 22-083

P:\Proj-2022\22-083 Mattamy - Open View Drive\Survey\22-083 Mattamy Open View Drive Pulte Corner Clip S&D.dwg Plotted: 6/24/25 By: WES GRITTON Layout: SHEET 2

MARSHALL PARKWAY AT SOUTHERN GROVE

PORTIONS OF SECTION 22 & 27, TOWNSHIP 37 SOUTH, RANGE 39 EAST,
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

PLAT BOOK _____
PAGE _____

LEGAL DESCRIPTION:

A PORTION OF LAND KNOWN AS E/W 3 R/W, EXHIBIT E, AS RECORDED IN OFFICIAL RECORDS BOOK 2899, PAGE 2933,

A PORTION OF LAND KNOWN AS RELOCATED UTILITY SITE 6, SOUTHERN GROVE PLAT NO. 13, AS RECORDED IN PLAT BOOK 74 PAGES 10 THROUGH 19

A PORTION OF LAND KNOWN AS TRACT L1, DEL WEBB AT TRADITION PLAT NO. 2, AS RECORDED IN PLAT BOOK 83, PAGES 1 THROUGH 12

ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID RELOCATED UTILITY SITE 6; SAID CORNER ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF COMMUNITY BOULEVARD, A 150 FOOT WIDE RIGHT OF WAY AS LAID OUT AND IN USE, AS RECORDED IN OFFICIAL RECORDS BOOK 3935, PAGE 2995, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2215.00 FEET; THE CHORD OF WHICH BEARS SOUTH 03°44'09" EAST, A CHORD DISTANCE OF 106.02 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 2°44'34", FOR A DISTANCE OF 106.03 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 41°47'57" EAST, A DISTANCE OF 53.71 FEET TO THE SOUTHERLY LINE OF SAID RELOCATED UTILITY SITE 6, BEING COINCIDENT WITH THE NORTHERLY LINE OF SAID E/W 3 R/W AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 8076.97 FEET; THE CHORD OF WHICH BEARS SOUTH 79°54'22" EAST, A CHORD DISTANCE OF 466.85 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND ALONG SAID SOUTHERLY LINE OF SAID RELOCATED UTILITY SITE 6 AND THE SOUTHERLY LINE OF TRACT L3, PULTE AT TRADITION PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 79, PAGES 25 THROUGH 36, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND THE NORTHERLY LINE OF SAID E/W 3 R/W THROUGH A CENTRAL ANGLE OF 3°18'44", A DISTANCE OF 466.91 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1075.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID SOUTHERLY AND NORTHERLY LINE, THROUGH A CENTRAL ANGLE OF 21°52'22", A DISTANCE OF 410.38 FEET; THENCE SOUTH 56°22'38" EAST, ALONG SAID SOUTHERLY AND NORTHERLY LINE, A DISTANCE OF 967.09 FEET TO A POINT OF CUSP AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 140.00 FEET; THE CHORD OF WHICH BEARS SOUTH 33°37'22" WEST, A CHORD DISTANCE OF 150.00 FEET TO A POINT ON THE WEST LINE OF TRACT RW, DEL WEBB AT TRADITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGES 4 THROUGH 22, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY FLORIDA, THENCE ALONG THE ARC OF SAID CURVE, AND SAID WEST LINE, THROUGH A CENTRAL ANGLE OF 64°47'05", A DISTANCE OF 158.30 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID E/W 3 R/W, BEING ALSO THE NORTHERLY LINE OF SAID TRACT L1; THENCE NORTH 56°22'38" WEST, ALONG SAID SOUTHERLY AND NORTHERLY LINE, A DISTANCE OF 967.09 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 925.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID SOUTHERLY AND NORTHERLY LINE, THROUGH A CENTRAL ANGLE OF 21°52'22", A DISTANCE OF 353.12 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 7926.97 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY AND NORTHERLY LINE, THROUGH A CENTRAL ANGLE OF 3°08'50", A DISTANCE OF 435.43 FEET; THENCE SOUTH 49°17'04" WEST, A DISTANCE OF 45.75 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID COMMUNITY BOULEVARD; THENCE NORTH 00°05'34" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 126.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2215.00 FEET; THE CHORD OF WHICH BEARS NORTH 01°08'05" WEST, A CHORD DISTANCE OF 95.08 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 2°27'35", A DISTANCE OF 95.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 274,199.40 SQUARE FEET OR 6.29 ACRES MORE OR LESS.

CERTIFICATE OF OWNERSHIP & DEDICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION, OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS MARSHALL PARKWAY AT SOUTHERN GROVE, BEING IN ST. LUCIE COUNTY, FLORIDA, HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND HEREBY DEDICATES AS FOLLOWS:

1) THE ROAD RIGHTS-OF-WAY, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA FOR THE BENEFIT OF THE PUBLIC, FOR ROAD RIGHT-OF-WAY.

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____.

THIS _____ DAY OF _____, 2025.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION

WITNESS:

_____
SIGNATURE

BY:_____
NAME
TITLE

_____
PRINTED NAME

_____
SIGNATURE

_____
PRINTED NAME

ACKNOWLEDGMENT:

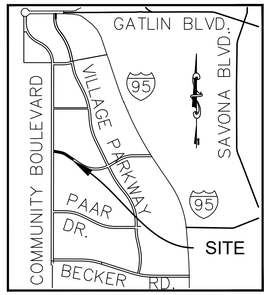
STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY MEANS OF ___ PHYSICAL PRESENCE OR ___ ONLINE NOTIFICATION BY _____, _____ OF _____, ON BEHALF OF THE CORPORATION. HE IS [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____, 2025.

_____ _____
COMMISSION NO. & EXPIRATION DATE — NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME:_____



LOCATION MAP
NOT TO SCALE

CERTIFICATE OF OWNERSHIP & DEDICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

MATTAMY PALM BEACH LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS MARSHALL PARKWAY AT SOUTHERN GROVE, BEING IN ST. LUCIE COUNTY, FLORIDA, HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND HEREBY DEDICATES AS FOLLOWS:

1) THE ROAD RIGHTS-OF-WAY, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA FOR THE BENEFIT OF THE PUBLIC, FOR ROAD RIGHT-OF-WAY.

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____.

THIS _____ DAY OF _____, 2025.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MATTAMY PALM BEACH LLC,
A DELAWARE LIMITED LIABILITY COMPANY

WITNESS:

_____
SIGNATURE

BY:_____
NAME
TITLE

_____
PRINTED NAME

_____
SIGNATURE

_____
PRINTED NAME

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY MEANS OF ___ PHYSICAL PRESENCE OR ___ ONLINE NOTIFICATION BY _____, _____ OF _____, ON BEHALF OF THE CORPORATION. HE IS [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____, 2025.

_____ _____
COMMISSION NO. & EXPIRATION DATE — NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME:_____

SURVEYOR'S NOTES:

1) BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTHERLY LINE OF TRACT L3, PULTE AT TRADITION PHASE 1, HAVING A BEARING OF SOUTH 56°22'38" EAST. AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

2) ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL UNLESS NOTED. (N.R.) DENOTES NON-RADIAL.

3) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

4) NOTE: THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE, FLORIDA.

5) EXISTING EASEMENTS SHOWN HEREON SHALL REMAIN IN FULL FORCE AND EFFECT.

TITLE CERTIFICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, _____, MEMBER OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF _____, 2025, AT _____(.M.)

1) APPARENT RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS MARSHALL PARKWAY AT SOUTHERN GROVE PLAT IS VESTED IN THE NAME OF CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, WHICH IS THE ENTITY EXECUTING THE DEDICATION HEREOF.

2) ALL RECORDED MORTGAGES, NOT SATISFIED OR RELEASED OF RECORD, ENCUMBERING THE LAND DESCRIBED HEREON ARE LISTED AS FOLLOWS: NONE

3) PURSUANT TO FLORIDA STATUTE 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 20__.

4) ALL ASSESSMENTS THAT HAVE COME DUE HAVE BEEN PAID.

5) NO CONFLICTING RIGHTS-OF-WAY, EASEMENTS OR PLATS EXIST.

DATED THIS _____ DAY OF _____, 2025.

BY:_____
_____
_____
_____

APPROVAL OF CITY COUNCIL:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

IT IS HEREBY CERTIFIED THAT THIS MARSHALL PARKWAY AT SOUTHERN GROVE PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AND ALL DEDICATIONS TO THE CITY HEREIN ARE ACCEPTED.
THIS _____ DAY OF _____, 2025.

ATTEST: CITY OF PORT ST. LUCIE

_____ _____
SALLY WALSH, CMC, CITY CLERK — SHANNON M. MARTIN, MAYOR

CLERK OF THE COURT

CLERK'S RECORDING CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, MICHELLE MILLER, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE MARSHALL PARKWAY AT SOUTHERN GROVE PLAT HAS BEEN EXAMINED, AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE(S) _____ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____, DAY OF _____, 2025.

_____
MICHELLE MILLER
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

NOTARY

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THIS IS TO CERTIFY THAT THE MARSHALL PARKWAY AT SOUTHERN GROVE PLAT AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) AND LOT CORNERS WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY COUNCIL OF PORT ST. LUCIE FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND IN ACCORDANCE WITH THE SURVEYING STANDARDS CONTAINED WITHIN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA. THIS _____ DAY OF _____, 2025.

_____
THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6199

SURVEYOR

CITY OF PORT ST. LUCIE

PSLUSD PROJECT No. 11-900-0206
CITY OF PORT ST. LUCIE
PROJECT No. P24-113

PREPARED IN THE OFFICE OF:
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH STREET
FORT PIERCE, FLORIDA, 34981
CERTIFICATION No. LB 4286
THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 6199

P:\Proj-2022\22-083 Mattamy - Open View Drive\Survey\22-083 Mattamy - PLAT.dwg Plotted: 5/22/2025 10:23 AM By: JOHN YANCY

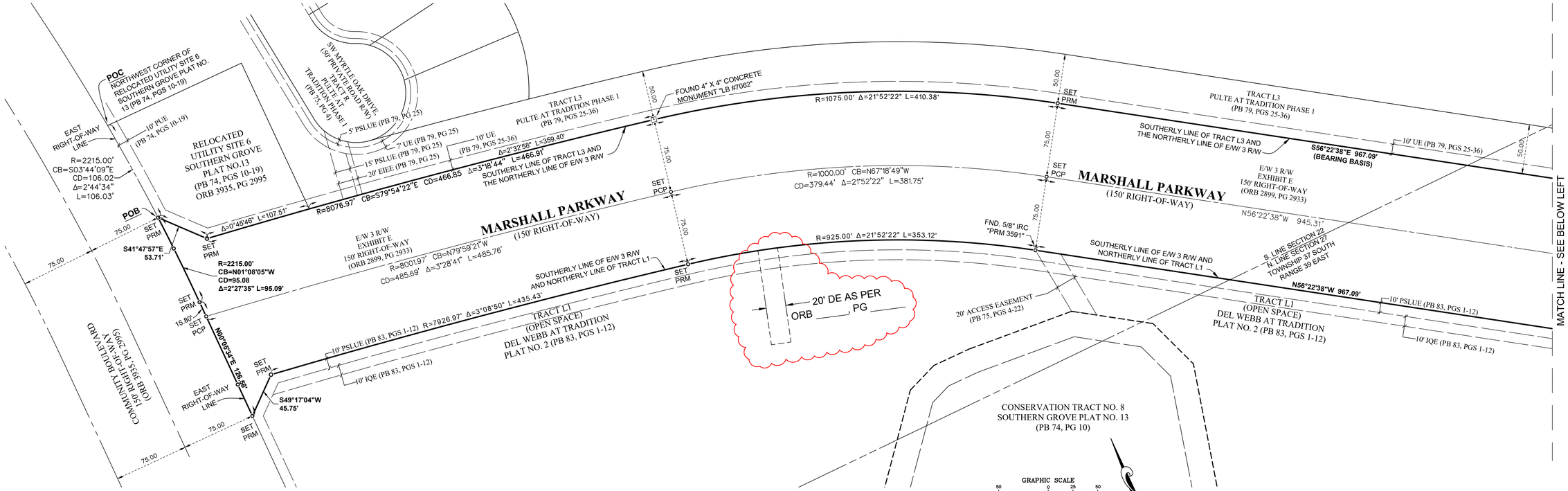
901

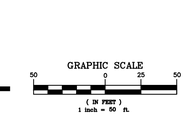
MARSHALL PARKWAY AT SOUTHERN GROVE

PORTIONS OF SECTION 22 & 27, TOWNSHIP 37 SOUTH, RANGE 39 EAST,
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

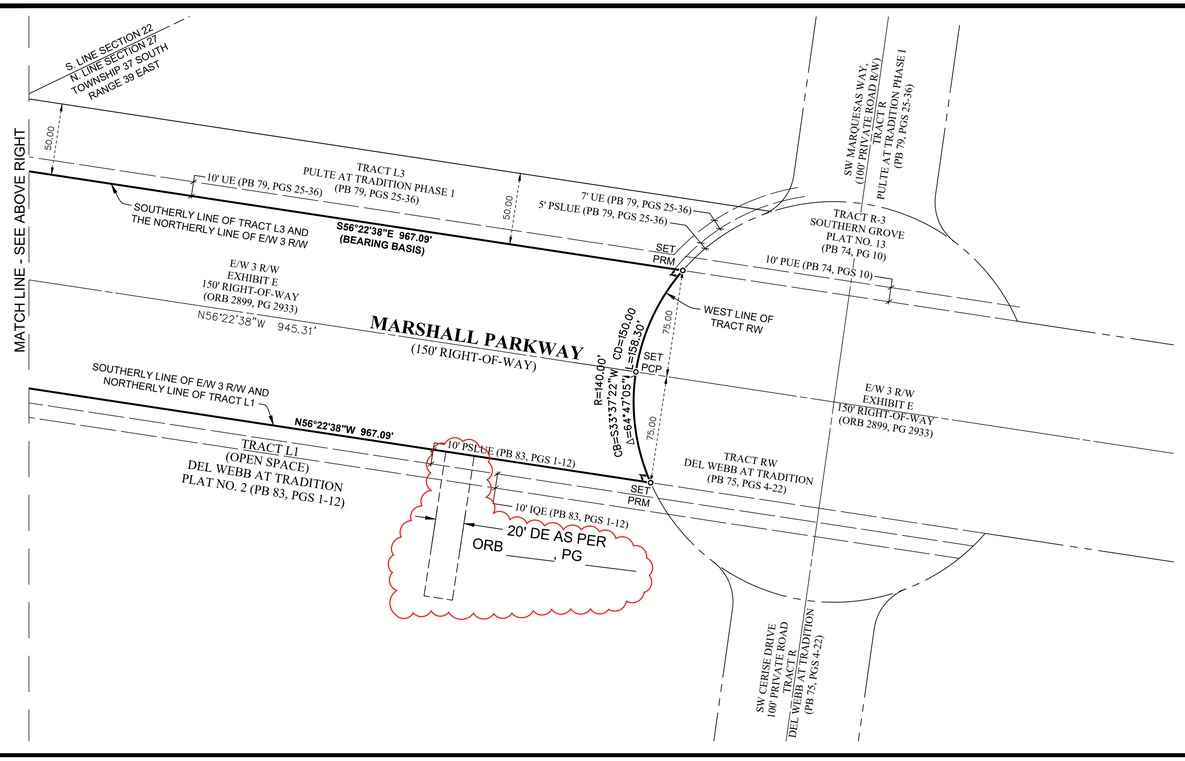
PLAT BOOK _____
PAGE _____

902





CONSERVATION TRACT NO. 8
SOUTHERN GROVE PLAT NO. 13
(PB 74, PG 10)



LEGEND

CB	= CHORD BEARING
CD	= CHORD DISTANCE
Δ	= DELTA
DE	= DRAINAGE EASEMENT
EIEE	= EMERGENCY INGRESS EGRESS EASEMENT
IQE	= IRRIGATION QUALITY EASEMENT
L	= ARC LENGTH
ORB	= OFFICIAL RECORDS BOOK
LB	= LAND SURVEYING BUSINESS
PB	= PLAT BOOK
PCP	= PERMANENT CONTROL POINT - SET PARKER/KALON NAIL AND DISC STAMPED "CULPEPPER & TERPENING PCP LB 4286"
PG	= PAGE
PGS	= PAGES
POB	= POINT OF BEGINNING
POC	= POINT OF CURVATURE
PSLUE	= PRIVATE UTILITY EASEMENT
PUE	= PUBLIC UTILITY EASEMENT
R	= RADIUS
R/W	= RIGHT-OF-WAY
UE	= UTILITY EASEMENT
NO.	= NUMBER
PRM	= PERMANENT REFERENCE MONUMENT - SET 5/8" IRON ROD & CAP STAMPED "CULPEPPER & TERPENING PRM LB 4286"
○	= FOUND OR SET SURVEY MONUMENT, AS LABELED
⊡	= FOUND OR SET SURVEY MONUMENT, AS LABELED

PREPARED IN THE OFFICE OF:
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH STREET
FORT PIERCE, FLORIDA, 34981
CERTIFICATION No. LB 4286

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 6199

PSLUSD PROJECT No. 11-900-0206
CITY OF PORT ST. LUCIE
PROJECT No. P24-113

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MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5479442 OR BOOK 5311 PAGE 2154, Recorded 05/12/2025 08:46:59 AM Doc Tax: $0.70

PREPARED BY AND UPON RECORDING
PLEASE RETURN TO:
Nelson Mullins Riley & Scarborough LLP
1905 NW Corporate Blvd., Suite 310
Boca Raton, Fl 33431
Attn: Christopher Staller, Esq.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made and executed as of the 13TH day of FEBRUARY, 2024, by DEL WEBB AT TRADITION HOMEOWNERS ASSOCIATION OF ST. LUCIE COUNTY, INC., a Florida not-for-profit corporation ("**Grantor**"), whose mailing address is 500 South Australian Avenue, Suite 700, West Palm Beach, Florida 33401, in favor of PULTE HOME COMPANY, LLC, a Michigan limited liability company, as successor by conversion to PULTE HOME CORPORATION, a Michigan corporation ("**Grantee**"), whose mailing address is 1475 Centrepark Boulevard, Suite 140, West Palm Beach, Florida 33401.

Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH, that the said Grantor for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, and interest that Grantor has, if any, in and to the property situate, lying and being in St. Lucie County, Florida and described on **Exhibit "A"** attached hereto ("**Property**").

TO HAVE AND TO HOLD, the same in fee simple forever.

This conveyance is subject to taxes accruing subsequent to December 31, 2023, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

That certain plat of Del Webb at Tradition Plat No. 2, recorded on Plat Book 83, Pages 1 through 12, inclusive, of the Public Records of St. Lucie County, Florida, was executed by Grantee, and purported to dedicate the Property to Grantor. To the extent Grantor holds any interest in the Property, Grantor hereby executes this instrument for the purpose of reconveying all of its interest in and to the Property, if any, to Grantee.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

[SIGNATURE PAGE TO QUIT CLAIM DEED]

IN WITNESS WHEREOF, Grantor has hereunto set its hands and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

WITNESSES:

Name: Garrett Dingmore
Address: 507 SE Valencia Dr
PSL, FL 34984

Name: Jenessa Blouin
Address: 1475 Centrepark
Blvd, WPB, FL 33401

DEL WEBB AT TRADITION HOMEOWNERS ASSOCIATION OF ST. LUCIE COUNTY, INC., a Florida not-for-profit corporation

By: David Kanarek, HOA President
Name: David Kanarek, HOA President
Title: HOA President

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of February, 2024, by David Kanarek as HOA President of Del Webb at Tradition Homeowners Association of St. Lucie County, Inc., a Florida not-for-profit corporation, who (✓) is personally known to me or (_) has produced as identification.

Notary Public State of Florida
Nadia K Lefevre
My Commission HH 291162
Expires 8/28/2026

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN TRACT L1, DEL WEBB AT TRADITION NO. 2 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND /OR EASEMENTS OF RECORD

Digitally signed by Thomas P Kiernan
Date: 2023.09.11 16:19:52 -04'00'

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

Sheet 1 of 2

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

CORNER CLIP	
LEGAL DESCRIPTION	
DATE: 9/11/2023	DRAWN JHY
SCALE: NONE	JOB No. 22-083

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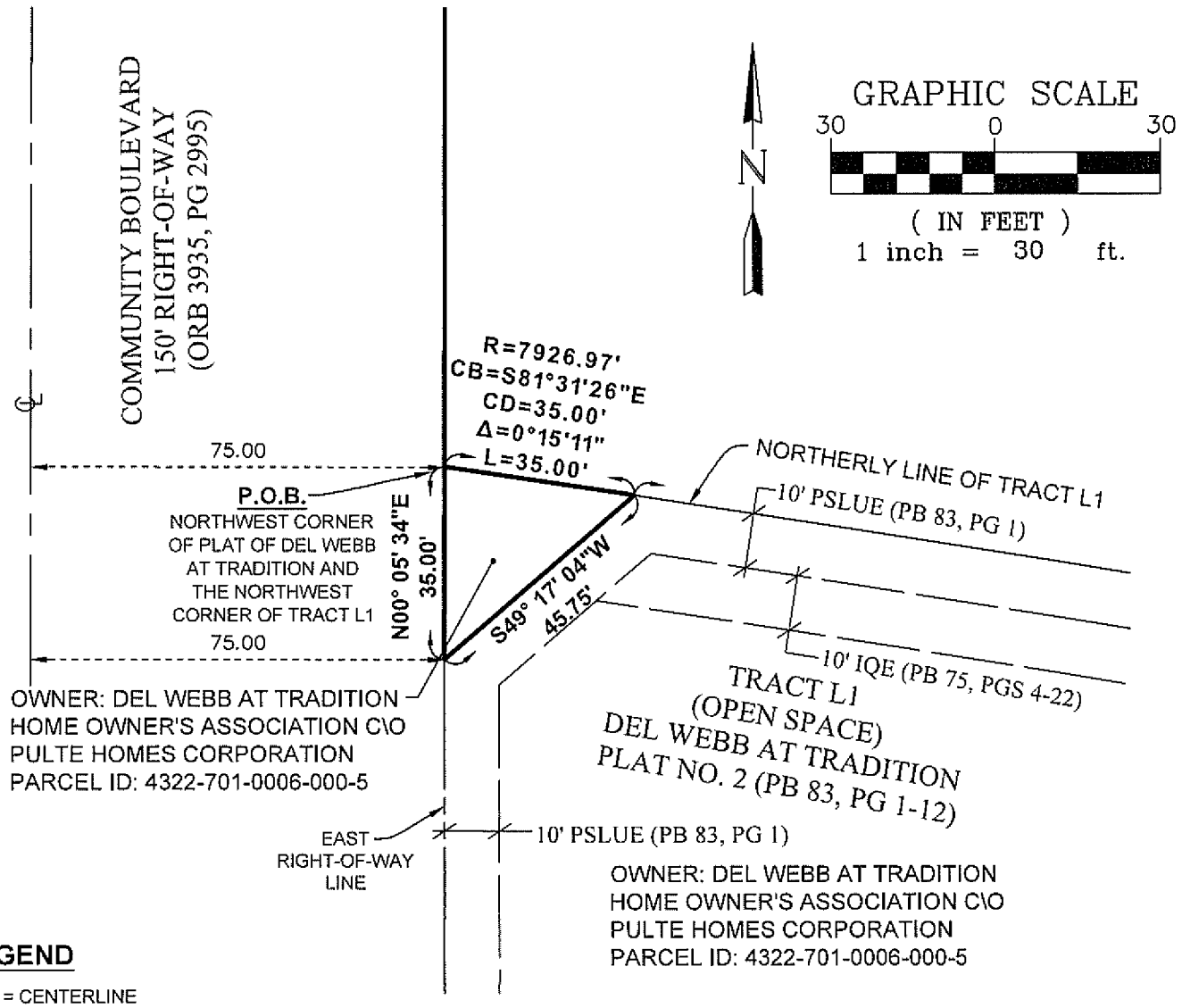

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Sheet 2 of 2

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MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5479443 OR BOOK 5311 PAGE 2159, Recorded 05/12/2025 08:46:59 AM Doc Tax: $0.70

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Nelson Mullins Riley & Scarborough LLP
1905 NW Corporate Blvd., Suite 310
Boca Raton, Fl 33431
Attn: Christopher Staller, Esq.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("**Deed**"), made as of the 13TH day of FEBRUARY, 2024, is by PULTE HOME COMPANY, LLC, a Michigan limited liability company, as successor by conversion to PULTE HOME CORPORATION, a Michigan corporation (the "**Grantor**"), whose address is 1475 Centrepark Boulevard, Suite 140, West Palm Beach, Florida 33401, in favor of MATTAMY PALM BEACH LLC, a Delaware limited liability company ("**Grantee**"), whose mailing address is 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, FL 33426.

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, certain real property located in St. Lucie County, Florida, which is more particularly described in Exhibit "A" attached hereto ("**Property**").

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining; and

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the Property is free of all encumbrances, except real property taxes accruing subsequent to December 31, 2023, assessments and special district levies, zoning and other regulatory laws and ordinances affecting the Property, and easements, reservations, charges, covenants, restrictions, rights of way, and other matters of record (which is not deemed to reimpose same).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

IN WITNESS WHEREOF, Grantor has hereunto set its hands and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

WITNESSES:

Name: Garrett Dinsmore
Address: 507 SE Valencia Dr
PSL, FL 34984

Name: Teresa Blulein
Address: 1475 Centrepark Blvd. #305
West Palm Bch, FL 33401

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: _____
Name: P. Gonzalez
Title: Vice President

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of February, 2024, by Patrick Gonzalez, as VP. of Pulte Home Company, LLC, a Michigan limited liability company, who (✓) is personally known to me or (_) has produced _____ as identification.

Notary Public State of Florida
Nadia K Lefevre
My Commission HH 291162
Expires 8/28/2026

_____
NOTARY PUBLIC

Exhibit "A"

Legal Description

EXHIBIT A

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THOMAS P KIERNAN LICENSED PROFESSIONAL LS6199 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Thomas P Kiernan
Date: 2023.09.11 16:19:52 -04'00'

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

CULPEPPER & TERPENING INC
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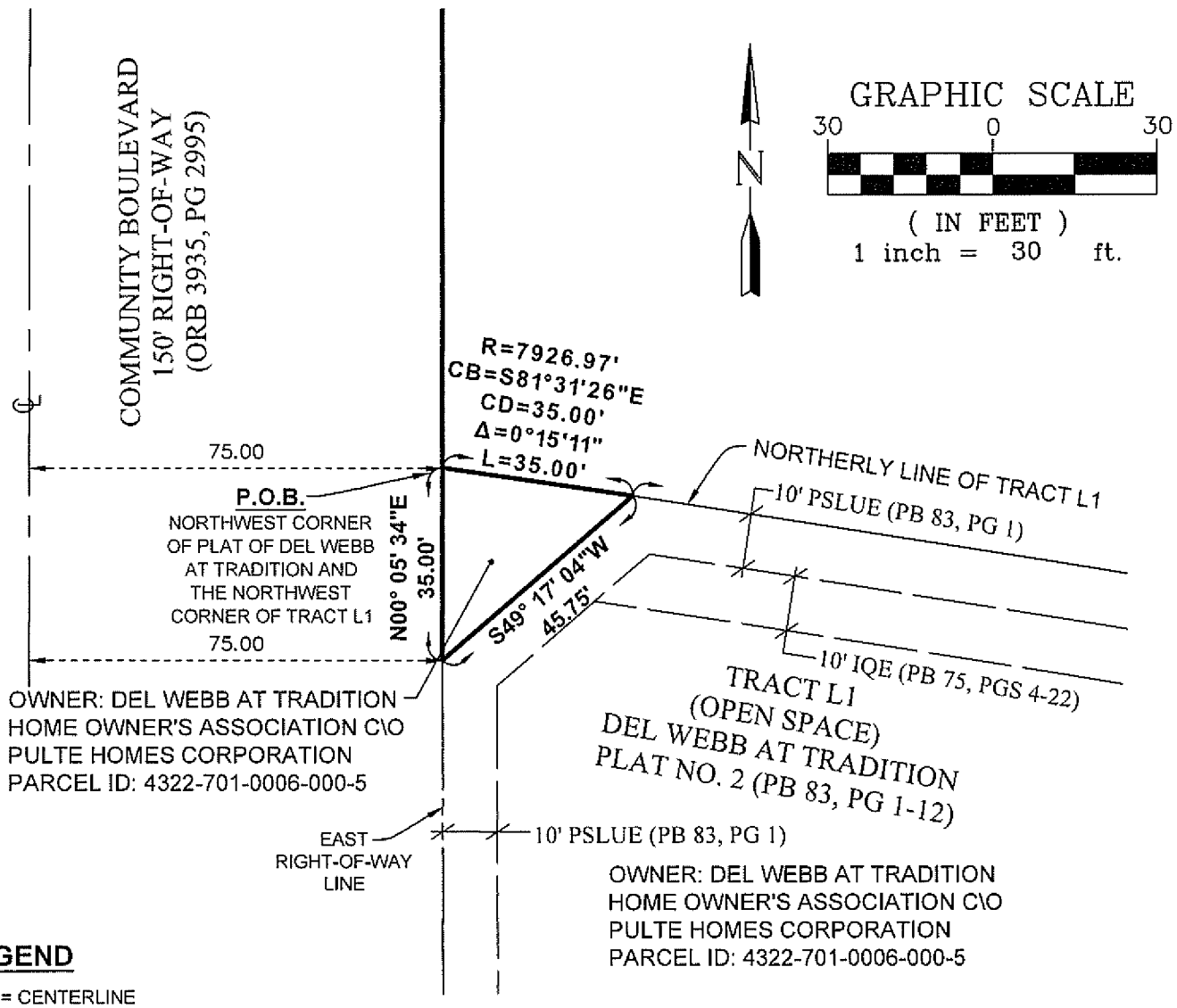

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Sheet 2 of 2

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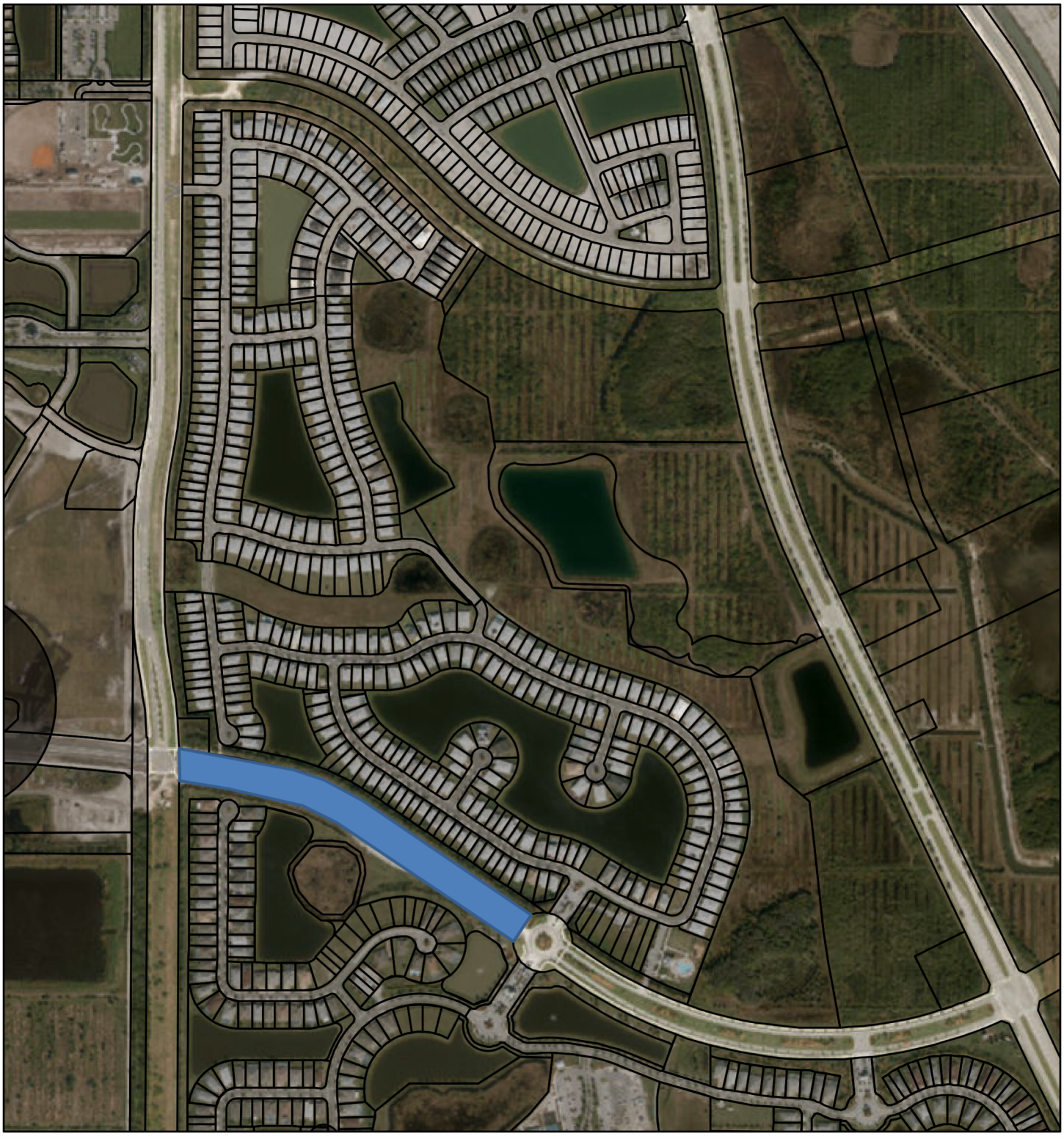
Marshall Parkway at Southern Grove



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Agenda Summary
2025-707

Agenda Date: 7/28/2025 **Agenda Item No.:** 13.a

Placement: New Business

Action Requested: Motion / Vote

Discussion on the Proposed Update to the Public Buildings Impact Fee Schedule (P25-128)

Submitted By: Bethany Grubbs, AICP, Senior Planner/Public Art Program

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

Executive Summary (General Business): This workshop provides an overview of the proposed update to the Public Buildings Impact Fee Ordinance and Fee Schedule, based on the 2025 Impact Fee Study prepared by TischlerBise.

Presentation Information: Staff and TischlerBise, the City's consultant, will provide a presentation.

Staff Recommendation: Move that the City Council direct the preparation of an ordinance that amends and restates the Public Buildings Impact Fee Ordinance and Fee Schedule, and to incorporate Council's preferred approach (Option) regarding the fee amount and phasing schedule.

Alternate Recommendation: Move that the City Council direct to not move forward in the preparation of the ordinance and provide further guidance on any preferred revisions or next steps.

Background: The City of Port St. Lucie ("City") is in the process of updating its Development Impact Fees for Public Buildings, with a focus on the residential component, to fund capital facilities needed to support future growth. The City has contracted with TischlerBise, a fiscal, economic, and planning consulting firm, to prepare the 2025 Public Buildings Impact Fee Study.

Local governments in Florida may assess impact fees to offset infrastructure costs necessitated by future growth. Public Buildings Impact Fees are one-time charges assessed on new development to fund capital improvements such as administrative offices, public works facilities, and structured parking. These fees ensure that new development pays its proportionate share of the cost of growth-related infrastructure, as authorized by § 163.31801, Florida Statutes. Fees may only be used for capital construction or debt service, not for operations, maintenance, or correcting existing deficiencies.

The proposed update includes a phased implementation schedule in compliance with the Florida Impact Fee Act:

- Single-family residential: Increase under 25%, phased over two years.
- Multi-family and mobile home: Increase between 25% and 50%, phased over four years.
- Nonresidential: Continues previously adopted four-year phase-in (two years remaining), approved

under the Act's extraordinary circumstances provision.

Two public workshops were held on July 22, 2025, to inform and engage the community on the proposed changes.

Issues/Analysis: See attached, the 2025 Impact Fee Study for the full analysis.

The current impact fee rates are insufficient to recover the full cost of growth-related infrastructure. Without an adjustment, existing taxpayers would subsidize new development. The updated fees ensure that growth pays its proportionate share, complying with Florida's dual rational nexus requirements. The proposed fee adjustment reflects the updated costs for construction and land acquisition, expanded facility needs based on functional population growth, and legal compliance with Florida Impact Fee Act phasing limits.

Total capital costs associated with new development are estimated at over $45 million.

Port St. Lucie anticipates significant population and employment growth over the next decade:

- Residential: Projected population increase of 61,795 over 10 years.
- Nonresidential: Projected job growth of 7,995 over 10 years.

This growth will increase demand for public infrastructure and require additional administrative buildings, expanded public works facilities, and new structured parking to accommodate municipal staff and operations.

To maintain existing levels of service, Port St. Lucie plans to:

- Construct 24,536 sq. ft. of administrative space at an estimated cost of $12.9 million.
- Add 25,221 sq. ft. of public works facilities (net new) at a cost of $16.5 million.
- Build a 525-space parking garage at a cost of $15.75 million.

The Florida Impact Fee Act places limitations on how much local governments, school districts, or special districts may increase an impact fee.

Financial Information: The projected revenue to be generated from each option is provided in the attached presentation.

Special Consideration: N/A

Location of Project: N/A

Business Impact Statement: N/A

Attachments:

1. 2025 Impact Fee Study (Technical Report)
2. Infrastructure Study
3. Consultant's Presentation

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

Council packets are available upon request from the City Clerk.

Internal Reference Number: 25196-02

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

DRAFT

Public Buildings Impact Fee Study

Prepared for:

Port St. Lucie, Florida

July 16, 2025

4701 Sangamore Road
Suite S240
Bethesda, MD 20816
301.320.6900
www.TischlerBise.com

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EXECUTIVE SUMMARY

Port St. Lucie, Florida, contracted with TischlerBise to update its public buildings impact fees pursuant to Florida Statutes § 163.31801. Local governments in Florida may assess impact fees to offset infrastructure costs necessitated by future growth. Impact fees are one-time payments used to construct system improvements needed to accommodate future development. The fee represents future development's proportionate share of infrastructure costs. Impact fees may be used for infrastructure improvements or debt service for growth-related infrastructure. In contrast to general taxes, impact fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies.

FLORIDA IMPACT FEE ENABLING LEGISLATION

The authority for Florida counties to adopt and collect impact fees to offset the demands future development creates for new infrastructure is well established. St. Johns County v. Northeast Florida Builders Association (583 So. 2d 635, 638 Fla. 1991) states, "The use of impact fees has become an accepted method of paying for public improvements that must be constructed to serve new growth."[1] State statutes specifically "encourage the use of innovative land development regulations which include provisions such as […] impact fees," and Florida courts have upheld local government's authority to adopt fees under general home rule and police power theories.[2]

In 2006, the Florida legislature passed the "Florida Impact Fee Act," which recognized impact fees as "an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction." § 163.31801(2), Fla. Stat. The statute – concerned mostly with procedural and methodological limitations – did not expressly allow or disallow any particular public facility type from being funded with impact fees. The Act did specify procedural and methodological prerequisites, most of which were common to the practice already. Subsequent amendments to the Act, in 2009, removed prior notice requirements for impact fee reductions (but not increases) and purported to elevate the standard of judicial review. Under Florida law, impact fees must comply with the "dual rational nexus" test, which requires "a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in service units generated by new development. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision," St. Johns County, 583 So.2d at 637 (quoting Hollywood, Inc. 431 So. 2d at 611-12). Impact fee calculation studies, generally speaking, establish the pro rata, or proportionate, "need" for new infrastructure and implementing ordinances to ensure that new growth paying the fees receive a pro rata "benefit" from their expenditure.

Port St. Lucie is updating its impact fees related to public buildings to fund capital facilities needed to meet the demand created by future development. The need for these services, and the infrastructure necessary to provide them, is driven by development; therefore, as vacant lands within Port St. Lucie develop, or as existing uses expand, the demand imposed upon Port St. Lucie for additional capital facilities increases proportionately.

[1] Citing Home Builders & Contractors Association v. Palm Beach City., 446 So.2d 140 (Fla. 4th DCA 1984); Hollywood, Inc. v. Broward County, 431 So.2d 606 (Fla. 4th DCA 1983).
[2] See §163.3202(3), Fla. Stat.; see also Home Builders & Contractors Association, 446 So.2d 140.

The need for additional capacity for future development is further shown through an established level-of-service standard and Port St. Lucie's existing capital improvement plan. Hollywood, Inc., 431 So.2d at 611 (holding that a plan for providing facilities at a reasonable level of service demonstrates "a reasonable connection between the need for additional park facilities and the growth in population"). Capital facilities necessary to provide this infrastructure have been provided by Port St. Lucie to date; however, Port St. Lucie will need to provide new residents and visitors with the same levels of service. The expenditures required to maintain existing levels of service are not necessitated by existing development, but rather by future development.

Furthermore, through the implementation of Port St. Lucie's capital improvement plans, future development paying impact fees will receive a pro rata benefit from new facilities built with those fees. In addition, Port St. Lucie's impact fee ordinance, including any amendments necessary to implement the fees recommended in this study, earmarks impact fees solely for capital facilities necessary to accommodate future development.

Finally, there are several steps Port St. Lucie will take to ensure ongoing compliance with applicable Florida laws related to impact fees. First, it will continue to update and implement plans for expending impact fee revenues on the types of facilities TischlerBise has used to develop the fees in this study. In Florida, this is typically satisfied through the Capital Improvement Plan (CIP) and Capital Improvements Element (CIE) framework. Also, Port St. Lucie will update its existing impact fee ordinance to ensure compliance with the approach used here and any developments in statutory and case law since Port St. Lucie's fees were last updated. This update will address, among other things, earmarking of impact fee revenues, limitations on the use of revenues, revisions related to developer credits, and ongoing compliance with other city and state law requirements.

CONCEPTUAL DEVELOPMENT FEE CALCULATION

In contrast to project-level improvements, impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the impact fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per person. The third step in the impact fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/or park improvements.

GENERAL METHODOLOGIES

Impact fees for the capital improvements made necessary by new development must be based on the same level of service provided to existing development in the service area. There are three basic methodologies used to calculate impact fees that examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different capital improvements.

Reduced to its simplest terms, the process of calculating impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating impact fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new development will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.

- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion methodology is best suited for public facilities that will be expanded in regular increments to keep pace with development.

- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

Evaluation of Credits

Regardless of the methodology, a consideration of credits is integral to the development of a legally defensible impact fee. There are two types of credits that should be addressed in impact fee studies and ordinances. The first is a revenue credit due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the impact fee. This type of credit is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the impact fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

Impact Fee Components

Figure 1 summarizes service areas, methodologies, and infrastructure components for each fee category. There is a single, citywide service area for all impact fees.

Figure 1: Proposed Impact Fee Service Areas, Methodologies, and Cost Components

Fee Category	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Public Buildings	Citywide	Public Works Facilities, Parking Facilities	Administrative Facilities	N/A	Population, Jobs

Rounding

Calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using two, three, and four decimal places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

Inflation

All costs in the impact fee calculations represent current dollars with no assumed inflation rate over time.

PROPOSED IMPACT FEES

Port St. Lucie will assess residential impact fees per dwelling unit, based on the type of unit, and nonresidential impact fees per development unit, based on the type of development. The Florida Impact Fee Act places limitations on how much local governments, school districts, or special districts may increase an impact fee. An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted. An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted. An impact fee increase in excess of 50 percent of the current impact fee rate must be demonstrated by the extraordinary circumstances necessitating the need to exceed the phase-in limitations. According to Florida's Impact Fee Act, an impact fee may not be increased more than once every four years. Port St. Lucie adopted the current public buildings impact fees in 2023. The proposed nonresidential public buildings impact fees in the 2023 impact fee study represented an increase compared to the previous nonresidential public buildings impact fees, so the proposed nonresidential public buildings impact fees below represent the statutory limit until 2027.

Figure 2: Proposed Impact Fees

Residential Fees per Development Unit						
Development Type	Development Unit	Maximum Justifiable	Current Fees[1]	Statutory Limit[2]	Proposed Fees	Increase / (Decrease)
Single Family	Housing Unit	$615	$516	$774	$615	$99
Multi-Family	Housing Unit	$440	$337	$506	$440	$103
Mobile Residence	Housing Unit	$533	$417	$626	$533	$116

Nonresidential Fees per Development Unit						
Development Type	Development Unit	Maximum Justifiable	Current Fees[1]	Statutory Limit[3]	Proposed Fees	Increase / (Decrease)
Commercial	1,000 Sq Ft	$609	$160	$174	$174	$14
Research & Dev. Center	1,000 Sq Ft	$945	$232	$254	$254	$22
Office	1,000 Sq Ft	$936	$264	$288	$288	$24
Nursing Home	1,000 Sq Ft	$586	$186	$203	$203	$17
Hospital	1,000 Sq Ft	$822	$234	$255	$255	$21
Day Care	Student	$55	$12	$14	$14	$2
University/College	Student	$52	$15	$17	$17	$2
Secondary School	1,000 Sq Ft	$181	$51	$56	$56	$5
Elementary School	1,000 Sq Ft	$267	$77	$84	$84	$7
Lodging	Room	$37	$33	$35	$35	$2
Assisted Living	Bed	$175	$54	$59	$59	$5
Mini-Warehouse	1,000 Sq Ft	$417	$3	$3	$3	$0
Warehousing	1,000 Sq Ft	$98	$73	$80	$80	$7
Manufacturing	1,000 Sq Ft	$543	$142	$155	$155	$13
Light Industrial	1,000 Sq Ft	$451	$184	$201	$201	$17

1. Current fees as of July 1, 2025.
2. This represents the maximum allowable increase (50 percent) to the current fees without extraordinary circumstances.
3. 2023 Impact Fee Study statutory limit. The Florida Impact Fee Act says "an impact fee may not be increased more than once every 4 years.

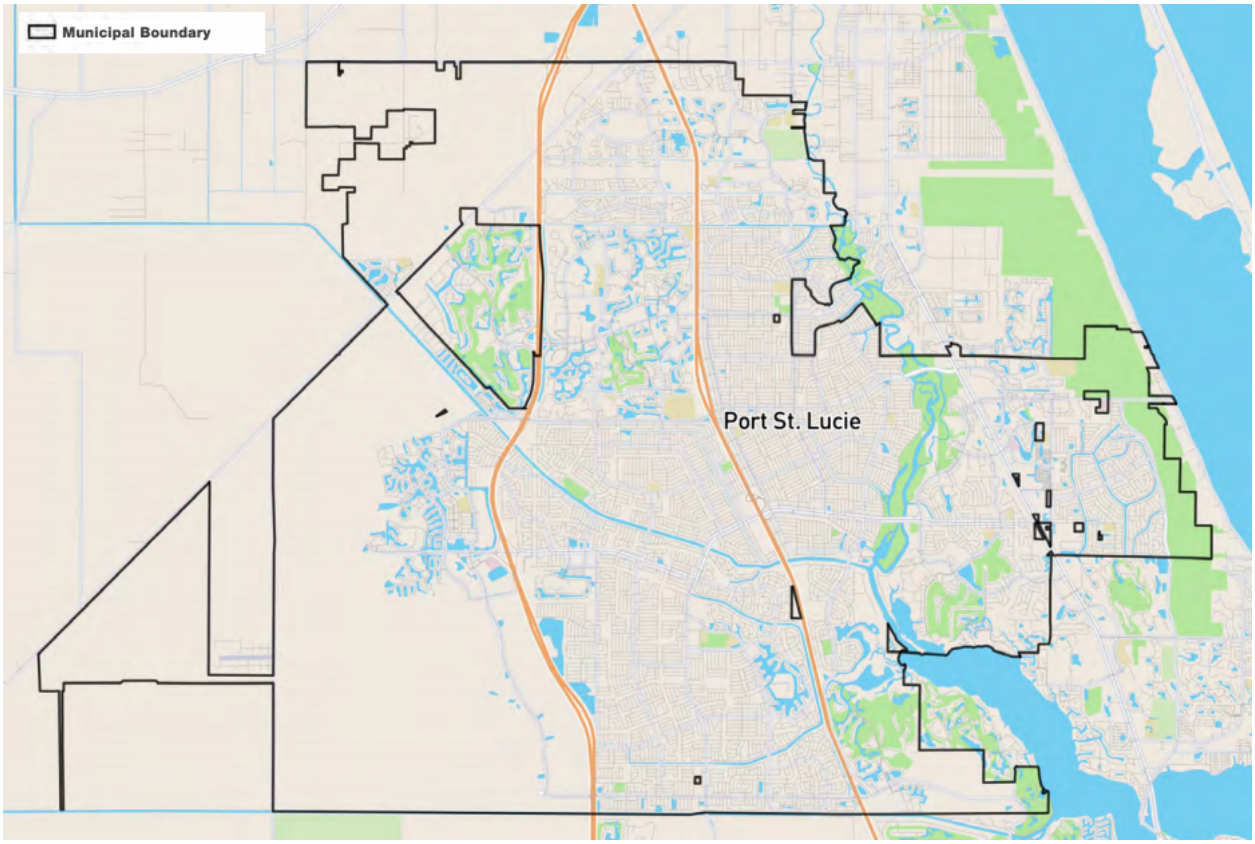
PUBLIC BUILDINGS IMPACT FEES

METHODOLOGY

The public buildings impact fees include components for administrative facilities, public works facilities, and parking facilities. The analysis uses the incremental expansion methodology for the administrative facilities component and the cost recovery methodology for public works facilities and parking facilities components.

SERVICE AREA

Port St. Lucie plans to provide a uniform level of service citywide; therefore, the public buildings impact fees use a citywide service area. The map below illustrates the public buildings impact fee service area. If the boundaries of the city are expanded by annexation action these fees will then apply to all lands within the revised/expanded boundary.



PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The public buildings impact fees allocate the cost of capital facilities between residential and nonresidential development using functional population. Based on 2022 estimates from the U.S. Census Bureau's OnTheMap web application, residential development accounts for approximately 81 percent of functional population and nonresidential development accounts for the remaining 19 percent.

Figure PB1: Proportionate Share

Demand Units in 2022					
Residential				Demand Hours/Day	Person Hours
Population	224,916				
Residents Not Working		139,495		20	2,789,900
Employed Residents		85,421			
Employed in Port St. Lucie, FL			14,707	14	205,898
Employed outside Port St. Lucie, FL			70,714	14	989,996
				Residential Subtotal	3,985,794
				Residential Share	81%
Nonresidential					
Non-working Residents		139,495		4	557,980
Jobs Located in Port St. Lucie, FL		35,424			
Residents Employed in Port St. Lucie, FL			14,707	10	147,070
Non-Resident Workers (inflow commuters)			20,717	10	207,170
				Nonresidential Subtotal	912,220
				Nonresidential Share	19%
				Total	4,898,014

Source: Florida Estimates of Population, Bureau of Economic and Business Research, University of Florida (Population); U.S. Census Bureau, OnTheMap 6.25.1 Application and LEHD Origin-Destination Employment Statistics (employment), 2022.

The analysis allocates the proportionate share of costs attributable to residential development to population and then converts the cost per person to an appropriate amount by type of housing unit. Since demand for service was unavailable by specific nonresidential use (i.e., retail, office, industrial, etc.), TischlerBise recommends using employees per 1,000 square feet of floor area as the best demand indicator for public buildings impact fees. Employment density is highest for office development and lowest for industrial development. Commercial and institutional employment densities fall between the other two categories. This ranking of employment is consistent with the relative demand for city services from nonresidential development.

DEMAND INDICATORS

Shown below, Figure PB2 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per development unit according to data published by the U.S. Census Bureau. For nonresidential development, the table displays the number of employees per development unit according to data published by the Institute of Transportation Engineers.

Figure PB2: Demand Units per Development Unit

Residential Development		
Development Type	Development Unit	Persons per Unit[1]
Single Family	Housing Unit	2.84
Multi-Family	Housing Unit	2.03
Mobile Residence	Housing Unit	2.46

Nonresidential Development		
Development Type	Development Unit	Jobs per Unit[2]
Commercial	1,000 Sq Ft	2.12
Research & Dev. Center	1,000 Sq Ft	3.29
Office	1,000 Sq Ft	3.26
Nursing Home	1,000 Sq Ft	2.04
Hospital	1,000 Sq Ft	2.86
Day Care	Student	0.19
University/College	Student	0.18
Secondary School	1,000 Sq Ft	0.63
Elementary School	1,000 Sq Ft	0.93
Lodging	Room	0.13
Assisted Living	Bed	0.61
Mini-Warehouse	1,000 Sq Ft	1.45
Warehousing	1,000 Sq Ft	0.34
Manufacturing	1,000 Sq Ft	1.89
Light Industrial	1,000 Sq Ft	1.57

1. U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates.
2. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

LEVEL-OF-SERVICE ANALYSIS

Administrative Facilities – Incremental Expansion

Port St. Lucie currently provides 112,965 square feet of administrative facilities to existing development and will incrementally expand these facilities to serve future development. To allocate the proportionate share of demand for administrative facilities to residential and nonresidential development, this analysis uses functional population outlined in Figure PB1. Port St. Lucie's existing level of service for residential development is 0.3402 square feet per person (112,965 square feet X 81 percent residential share / 269,002 persons). For nonresidential development, the existing level of service is 0.4398 square feet per job (112,965 square feet X 19 percent nonresidential share / 48,801 jobs).

Based on construction cost estimates provided by the Port St. Lucie Facilities Maintenance Department, the future City Hall expansion will cost $16,386,300 to construct 31,212 square feet of administrative facilities. This analysis uses the City Hall expansion construction cost of $525 per square foot ($16,386,300 City Hall expansion cost / 31,212 square feet) as a proxy for future construction costs. Port St. Lucie can use impact fees for the City Hall expansion project or for other growth-related administrative facilities. The growth-related cost of administrative facilities is $178.58 per person (0.3402 square feet per person X $525 per square foot) and $230.90 per job (0.4398 square feet per job X $525 per square foot).

Figure PB3: Existing Level of Service and Cost Factors

Description	Square Feet
City Hall - A (Council & Admin)	73,680
City Hall - B (Building & Engineering)	37,328
City Hall - Clinic	1,957
Total	112,965

Cost Factors	
City Hall Expansion	$16,386,300
Square Feet	31,212
Cost per Square Foot	$525

Level-of-Service (LOS) Standards	
Existing Square Feet	112,965
Residential	
Residential Share	81%
2025 Population	269,002
Square Feet per Person	0.3402
Cost per Person	$178.58
Nonresidential	
Nonresidential Share	19%
2025 Jobs	48,801
Square Feet per Job	0.4398
Cost per Job	$230.90

Source: Port St. Lucie Facilities Maintenance Department

Public Works Facilities – Cost Recovery

Port St. Lucie currently provides 31,009 square feet of public works facilities to existing development and plans to construct additional public works facilities to serve future development.

Figure PB4: Existing Public Works Facilities

Description	Square Feet
Public Works - 1 (Administration)	4,448
Public Works - 2 (Warehouse 1 & 2)	7,237
Public Works - 3 (Traffic)	4,702
Maintenance Garage	14,622
Total	31,009

Source: Port St. Lucie Facilities Maintenance Department

Port St. Lucie plans to construct new public works facilities to serve existing and future development. As shown below, these facilities include 71,576 square feet at a cost of $46,752,592, and the analysis uses the average cost of $653 per square foot ($46,752,592 total cost / 71,576 square feet) in the impact fee calculation. In 2021, Port St. Lucie issued Capital Improvement and Refunding Revenue Bonds with a principal balance of $45,665,000 that included $14,393,465 for construction of Phase I of the Public Works Facility (approximately 30,000 square feet). The current project scope for Phase I includes 45,000 square feet and a total cost of $29,393,465. This includes additional bond financing of $15,000,000, and this analysis uses 2055 as the final year of repayment for the proposed bond.

Figure PB5: Planned Public Works Facilities

Description	Square Feet	Cost	Cost per Sq Ft
Public Works Facility - Phase I	45,000	$29,393,465	$653
Public Works Facility - Phase II	10,973	$7,167,433	$653
Public Works Facility - Phase III	15,603	$10,191,694	$653
Total	71,576	$46,752,592	$653

Source: Port St. Lucie Facilities Maintenance Department

As discussed on the previous page, Port St. Lucie plans to construct new public works facilities to serve existing and future development. Phase I includes 45,000 square feet and will replace 6,536 square feet of existing facilities, Phase II includes 10,973 square feet and will replace 9,851 square feet of existing facilities, and Phase III includes 15,603 square feet and will replace 14,622 square feet of existing facilities. The planned public works facilities include 71,576 square feet; however, replacement of existing facilities equals 31,009 square feet. As shown below, planned public works facilities represent a net increase of 40,567 square feet (71,576 square feet – 31,009 square feet).

Port St. Lucie can only use impact fees to construct or acquire additional public works facilities, so replacement of existing facilities is ineligible for impact fees. As shown in Figure PB10, projected demand from future development does not exceed 40,567 square feet of planned public works facilities.

Figure PB6: Net New Public Works Facilities Square Feet

Description	Phase I	Phase II	Phase III	Total
Subtotal, Planned	45,000	10,973	15,603	71,576
Public Works - 1 (Administration)	-4,448	0	0	-4,448
Public Works - 2 (Warehouse 1 & 2)	0	-7,237	0	-7,237
Public Works - 3 (Traffic)	-2,088	-2,614	0	-4,702
Maintenance Garage	0	0	-14,622	-14,622
Subtotal, Replacement	-6,536	-9,851	-14,622	-31,009
Total, Net New	38,464	1,122	981	40,567

Source: Port St. Lucie Facilities Maintenance Department

Port St. Lucie plans to construct 71,576 square feet of public works facilities. The planned facilities will replace 31,009 square feet of existing facilities, so Port St. Lucie will provide 71,576 square feet of public works facilities to all development in 2055.

To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses functional population outlined in Figure PB1. Port St. Lucie's planned level of service for residential development is 0.1375 square feet per person (71,576 square feet X 81 percent residential share / 421,629 persons). For nonresidential development, the planned level of service is 0.1919 square feet per job (71,576 square feet X 19 percent nonresidential share / 70,861 jobs).

The total cost of planned public works facilities is $46,752,592, so this analysis uses a construction cost of $653 per square foot. For public works facilities, the cost is $89.82 per person (0.1375 square feet per person X $653 per square foot) and $125.36 per job (0.1919 square feet per job X $653 per square foot).

Figure PB7: Planned Level of Service and Cost Factors

Description	Square Feet
Existing Square Feet	31,009
Planned Square Feet	71,576
Replacement Square Feet	-31,009
Total	71,576

Cost Factors	
Public Works Facilities Cost	$46,752,592
Planned Square Feet	71,576
Cost per Square Foot	$653

Level-of-Service (LOS) Standards	
Planned Square Feet	71,576
Residential	
Residential Share	81%
2055 Population	421,629
Square Feet per Person	0.1375
Cost per Person	$89.82
Nonresidential	
Nonresidential Share	19%
2055 Jobs	70,861
Square Feet per Job	0.1919
Cost per Job	$125.36

Source: Port St. Lucie Facilities Maintenance Department

Parking Facilities – Cost Recovery

Port St. Lucie plans to construct a parking garage with 525 spaces within the City Hall Complex to serve existing and future development through 2055. According to estimates provided by the Facilities Maintenance Department, the planned parking garage will cost $15,750,000 ($30,000 per parking space). Port St. Lucie will issue bonds to fund construction of the parking garage, and this analysis uses 2055 as the final year of repayment for the proposed bond.

To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses functional population outlined in Figure PB1. Port St. Lucie's planned level of service for residential development is 0.0010 parking spaces per person (525 parking spaces X 81 percent residential share / 421,629 persons). For nonresidential development, the planned level of service is 0.0014 parking spaces per job (525 parking spaces X 19 percent nonresidential share / 70,861 jobs).

The total cost of planned parking facilities is $15,750,000, so this analysis uses a construction cost of $30,000 per parking space. For parking facilities, the cost is $30.26 per person (0.0010 parking spaces per person X $30,000 per parking space) and $42.23 per job (0.0014 parking spaces per job X $30,000 per parking space).

Figure PB8: Planned Level of Service and Cost Factors

Cost Factors	
Main Parking Garage Cost	$15,750,000
Parking Spaces	525
Cost per Space	$30,000

Level-of-Service (LOS) Standards	
2055 Parking Spaces	525
Residential	
Residential Share	81%
2055 Population	421,629
Parking Spaces per Person	0.0010
Cost per Person	$30.26
Nonresidential	
Nonresidential Share	19%
2055 Jobs	70,861
Parking Spaces per Job	0.0014
Cost per Job	$42.23

Source: Port St. Lucie Facilities Maintenance Department

PROJECTED DEMAND FOR SERVICES AND COSTS

As shown in Appendix B, projected development during the next 10 years includes residential growth of 61,795 persons and nonresidential growth of 7,995 jobs. To serve future development, Port St. Lucie plans to construct administrative facilities, public works facilities, and parking facilities during the next 10 years. The following pages include a more detailed projection of demand for public buildings.

Administrative Facilities – Incremental Expansion

Port St. Lucie plans to maintain its existing level of service for administrative facilities during the next 10 years. Based on a projected population increase of 61,795 persons, future residential development demands approximately 21,020 square feet of administrative facilities (61,795 additional persons X 0.3402 square feet per person). With projected employment growth of 7,995 jobs, future nonresidential development demands approximately 3,516 square feet of administrative facilities (7,995 additional jobs X 0.4398 square feet per job). Future development demands approximately 24,536 square feet of administrative facilities at a cost of $12,881,317 (24,535.8 square feet X $525 per square foot).

Figure PB9: Projected Demand for Administrative Facilities

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Administrative Facilities	0.3402 Square Feet	per Person	$525
	0.4398 Square Feet	per Job	

Demand for Administrative Facilities					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2025	269,002	48,801	91,501.7	21,463.4	112,965.0
2026	275,520	49,697	93,718.9	21,857.3	115,576.2
2027	282,039	50,593	95,936.1	22,251.2	118,187.4
2028	288,557	51,489	98,153.4	22,645.2	120,798.6
2029	295,076	52,384	100,370.6	23,039.1	123,409.8
2030	301,593	53,280	102,587.6	23,433.1	126,020.6
2031	307,435	53,983	104,574.7	23,742.3	128,317.0
2032	313,276	54,686	106,561.4	24,051.6	130,613.0
2033	319,116	55,390	108,548.2	24,360.9	132,909.1
2034	324,957	56,093	110,534.9	24,670.2	135,205.1
2035	330,797	56,796	112,521.4	24,979.5	137,500.8
10-Yr Increase	61,795	7,995	21,019.7	3,516.1	24,535.8

Growth-Related Expenditures	$11,035,349	$1,845,968	$12,881,317

Public Works Facilities – Cost Recovery

Port St. Lucie plans to construct public works facilities at a cost of $46,752,592 to serve all development through 2055 (the final year of debt repayment). Based on a projected population increase of 152,627 persons, future residential development demands approximately 20,987 square feet (152,627 additional persons X 0.1375 square feet per person). With projected employment growth of 22,059 jobs, future nonresidential development demands approximately 4,234 square feet (22,059 additional jobs X 0.1919 square feet per job). Future development demands approximately 25,221 square feet of the planned public works facilities at a cost of $16,473,828 (25,220.6 square feet X $653 per square foot).

Based on the planned level-of-service standards, existing development's share of the planned public works facilities is approximately 36,990 square feet for residential development (269,002 existing persons X 0.1375 square feet per person) and approximately 9,366 square feet for nonresidential development (48,801 existing jobs X 0.1919 square feet per job). Existing development's share of $30,278,764 (46,355.4 square feet X $653 per square foot) may not be paid with impact fee revenue.

Figure PB10: Projected Demand for Public Works Facilities

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Public Works Facilities	0.1375 Square Feet	per Person	$653
	0.1919 Square Feet	per Job	

Demand for Public Works Facilities					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2025	269,002	48,801	36,989.5	9,365.9	46,355.4
2026	275,520	49,697	37,885.8	9,537.8	47,423.6
2027	282,039	50,593	38,782.1	9,709.7	48,491.8
2028	288,557	51,489	39,678.4	9,881.6	49,560.0
2029	295,076	52,384	40,574.7	10,053.5	50,628.2
2030	301,593	53,280	41,470.9	10,225.4	51,696.3
2031	307,435	53,983	42,274.2	10,360.4	52,634.6
2032	313,276	54,686	43,077.4	10,495.3	53,572.7
2033	319,116	55,390	43,880.5	10,630.3	54,510.8
2034	324,957	56,093	44,683.7	10,765.3	55,448.9
2035	330,797	56,796	45,486.7	10,900.2	56,386.9
2040	356,376	60,312	49,003.9	11,575.0	60,579.0
2045	380,092	63,828	52,265.0	12,249.8	64,514.9
2050	401,843	67,344	55,255.9	12,924.6	68,180.6
2055	421,629	70,861	57,976.6	13,599.4	71,576.0
30-Yr Increase	152,627	22,059	20,987.1	4,233.5	25,220.6

Growth-Related Expenditures	$13,708,524	$2,765,304	$16,473,828
Existing Development Expenditures	$24,161,076	$6,117,688	$30,278,764
Total Expenditures	$37,869,600	$8,882,993	$46,752,592

Parking Facilities – Cost Recovery

Port St. Lucie plans to construct a parking garage at a cost of $15,750,000 to serve all development through 2055 (the final year of debt repayment). Based on a projected population increase of 152,627 persons, future residential development demands approximately 154 parking spaces (152,627 additional persons X 0.0010 parking spaces per person). With projected employment growth of 22,059 jobs, future nonresidential development demands approximately 31 parking spaces (22,059 additional jobs X 0.0014 parking spaces per job). Future development demands approximately 185 parking spaces of the planned parking garage at a cost of $5,549,699 (185 parking spaces X $30,000 per parking space).

Based on the planned level-of-service standards, existing development's share of the planned parking garage is approximately 271 parking spaces for residential development (269,002 existing persons X 0.0010 parking spaces per person) and approximately 69 parking spaces for nonresidential development (48,801 existing jobs X 0.0014 parking spaces per job). Existing development's share of $10,200,301 (340 parking spaces X $30,000 per parking space) may not be paid with impact fee revenue.

Figure PB11: Projected Demand for Parking Facilities

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Parking Facilities	0.0010 Parking Spaces	per Person	$30,000
	0.0014 Parking Spaces	per Job	

Demand for Parking Facilities					
Year	Population	Jobs	Parking Spaces		
			Residential	Nonresidential	Total
2025	269,002	48,801	271.3	68.7	340.0
2026	275,520	49,697	277.9	70.0	347.8
2027	282,039	50,593	284.5	71.2	355.7
2028	288,557	51,489	291.0	72.5	363.5
2029	295,076	52,384	297.6	73.7	371.4
2030	301,593	53,280	304.2	75.0	379.2
2031	307,435	53,983	310.1	76.0	386.1
2032	313,276	54,686	316.0	77.0	392.9
2033	319,116	55,390	321.9	78.0	399.8
2034	324,957	56,093	327.7	79.0	406.7
2035	330,797	56,796	333.6	80.0	413.6
2040	356,376	60,312	359.4	84.9	444.3
2045	380,092	63,828	383.4	89.9	473.2
2050	401,843	67,344	405.3	94.8	500.1
2055	421,629	70,861	425.3	99.8	525.0
30-Yr Increase	152,627	22,059	153.9	31.1	185.0

Growth-Related Expenditures	$4,618,124	$931,575	$5,549,699
Existing Development Expenditures	$8,139,376	$2,060,925	$10,200,301
Total Expenditures	$12,757,500	$2,992,500	$15,750,000

CREDITS

Existing Debt

In 2021, Port St. Lucie issued Capital Improvement and Refunding Revenue Bonds with a principal balance of $45,665,000 that included $14,393,465 for construction of the Public Works Facility. To prevent future development from paying once through the impact fee and a second time through future debt service payments, the analysis includes a credit for future debt service. To allocate the proportionate share of debt service payments to residential and nonresidential development, this analysis uses functional population outlined in Figure PB1. Annual principal payments are divided by projected population or jobs during the year of each payment to determine annual principal payments per person or per job. To account for the time value of money, annual principal payments are discounted using a net present value formula based on the average discount rate of 4.2 percent. The net present value of future principal payments is $20.19 per person and $27.25 per job. The analysis does not include a credit for future interest payments since impact fee calculations only include principal costs.

Figure PB12: Existing Debt Credit

Year	Principal Due	Residential Share	Population	Payment per Person	Nonresidential Share	Jobs	Payment per Job
2022	$822,664	$666,358	231,485	$2.88	$156,306	42,277	$3.70
2023	$855,759	$693,165	246,652	$2.81	$162,594	42,656	$3.81
2024	$242,702	$196,588	261,376	$0.75	$46,113	45,984	$1.00
2025	$252,157	$204,248	269,002	$0.76	$47,910	48,801	$0.98
2026	$263,189	$213,183	275,520	$0.77	$50,006	49,697	$1.01
2027	$272,645	$220,843	282,039	$0.78	$51,803	50,593	$1.02
2028	$283,677	$229,779	288,557	$0.80	$53,899	51,489	$1.05
2029	$297,861	$241,267	295,076	$0.82	$56,594	52,384	$1.08
2030	$313,621	$254,033	301,593	$0.84	$59,588	53,280	$1.12
2031	$329,381	$266,798	307,435	$0.87	$62,582	53,983	$1.16
2032	$345,141	$279,564	313,276	$0.89	$65,577	54,686	$1.20
2033	$362,476	$293,606	319,116	$0.92	$68,871	55,390	$1.24
2034	$379,812	$307,648	324,957	$0.95	$72,164	56,093	$1.29
2035	$395,572	$320,413	330,797	$0.97	$75,159	56,796	$1.32
2036	$411,332	$333,179	335,914	$0.99	$78,153	57,499	$1.36
2037	$427,092	$345,944	341,029	$1.01	$81,147	58,203	$1.39
2038	$444,428	$359,986	346,145	$1.04	$84,441	58,906	$1.43
2039	$463,339	$375,305	351,260	$1.07	$88,034	59,609	$1.48
2040	$480,675	$389,347	356,376	$1.09	$91,328	60,312	$1.51
2041	$501,163	$405,942	361,119	$1.12	$95,221	61,015	$1.56
2042	$520,075	$421,261	365,862	$1.15	$98,814	61,719	$1.60
2043	$542,139	$439,132	370,606	$1.18	$103,006	62,422	$1.65
2044	$562,626	$455,727	375,349	$1.21	$106,899	63,125	$1.69
2045	$584,690	$473,599	380,092	$1.25	$111,091	63,828	$1.74
2046	$608,330	$492,747	384,442	$1.28	$115,583	64,532	$1.79
2047	$633,546	$513,172	388,792	$1.32	$120,374	65,235	$1.85
2048	$658,761	$533,597	393,143	$1.36	$125,165	65,938	$1.90
2049	$685,553	$555,298	397,493	$1.40	$130,255	66,641	$1.95
2050	$712,345	$576,999	401,843	$1.44	$135,346	67,344	$2.01
2051	$740,713	$599,977	405,800	$1.48	$140,735	68,048	$2.07
Total	$14,393,465	$11,658,707		$35.21	$2,734,758		$47.97
4.2%	Interest Rate	Credit per Person		$20.19	Credit per Job		$27.25

Future Debt

Port St. Lucie will issue bonds with a principal balance of $47,136,300 for construction of future public buildings. This includes $16,386,300 for the City Hall expansion, $15,000,000 for Phase I of the Public Works facility, and $15,750,000 for the parking garage. To prevent future development from paying once through the impact fee and a second time through future debt service payments, the analysis includes a credit for future debt service payments. To allocate the proportionate share of debt service payments to residential and nonresidential development, this analysis uses functional population outlined in Figure PB1. Annual principal payments are divided by projected population or jobs during the year of each payment to determine annual principal payments per person or per job. To account for the time value of money, annual principal payments are discounted using a net present value formula based on a discount rate of 4.0 percent. The net present value of future principal payments is $61.87 per person and $83.98 per job. The analysis does not include a credit for future interest payments since impact fee calculations only include principal costs.

Figure PB13: Future Debt Credit

Year	Principal Due	Residential Share	Population	Payment per Person	Nonresidential Share	Jobs	Payment per Job
2026	$2,694,093	$2,182,215	275,520	$7.92	$511,878	49,697	$10.30
2027	$2,802,476	$2,270,005	282,039	$8.05	$532,470	50,593	$10.52
2028	$794,809	$643,795	288,557	$2.23	$151,014	51,489	$2.93
2029	$825,776	$668,878	295,076	$2.27	$156,897	52,384	$3.00
2030	$861,903	$698,142	301,593	$2.31	$163,762	53,280	$3.07
2031	$892,870	$723,225	307,435	$2.35	$169,645	53,983	$3.14
2032	$928,997	$752,488	313,276	$2.40	$176,510	54,686	$3.23
2033	$975,447	$790,112	319,116	$2.48	$185,335	55,390	$3.35
2034	$1,027,058	$831,917	324,957	$2.56	$195,141	56,093	$3.48
2035	$1,078,669	$873,722	330,797	$2.64	$204,947	56,796	$3.61
2036	$1,130,280	$915,527	335,914	$2.73	$214,753	57,499	$3.73
2037	$1,187,052	$961,512	341,029	$2.82	$225,540	58,203	$3.88
2038	$1,243,824	$1,007,498	346,145	$2.91	$236,327	58,906	$4.01
2039	$1,295,435	$1,049,303	351,260	$2.99	$246,133	59,609	$4.13
2040	$1,347,046	$1,091,108	356,376	$3.06	$255,939	60,312	$4.24
2041	$1,398,657	$1,132,912	361,119	$3.14	$265,745	61,015	$4.36
2042	$1,455,429	$1,178,898	365,862	$3.22	$276,532	61,719	$4.48
2043	$1,517,363	$1,229,064	370,606	$3.32	$288,299	62,422	$4.62
2044	$1,574,135	$1,275,049	375,349	$3.40	$299,086	63,125	$4.74
2045	$1,641,229	$1,329,395	380,092	$3.50	$311,833	63,828	$4.89
2046	$1,703,162	$1,379,561	384,442	$3.59	$323,601	64,532	$5.01
2047	$1,775,417	$1,438,088	388,792	$3.70	$337,329	65,235	$5.17
2048	$1,842,512	$1,492,434	393,143	$3.80	$350,077	65,938	$5.31
2049	$1,914,767	$1,550,961	397,493	$3.90	$363,806	66,641	$5.46
2050	$1,992,183	$1,613,669	401,843	$4.02	$378,515	67,344	$5.62
2051	$2,074,761	$1,680,556	405,800	$4.14	$394,205	68,048	$5.79
2052	$2,157,339	$1,747,444	409,757	$4.26	$409,894	68,751	$5.96
2053	$2,245,077	$1,818,513	413,714	$4.40	$426,565	69,454	$6.14
2054	$2,332,816	$1,889,581	417,671	$4.52	$443,235	70,157	$6.32
2055	$2,425,716	$1,964,830	421,629	$4.66	$460,886	70,861	$6.50
Total	$47,136,300	$38,180,403		$107.27	$8,955,897		$147.00

4.0%	Interest Rate	Credit per Person	$61.87	Credit per Job	$83.98

PROPOSED PUBLIC BUILDINGS IMPACT FEES

Infrastructure components and cost factors for public buildings impact fees are summarized in the upper portion of Figure PB14. The cost is $216.59 per person and $287.26 per job.

Public buildings impact fees for residential development are assessed according to the number of persons per development unit. The single-family fee of $615 is calculated using a cost of $216.59 per person multiplied by 2.84 persons per single-family unit.

Public buildings impact fees for nonresidential development are assessed according to the number of jobs per development unit. The commercial fee of $609 per 1,000 square feet is calculated using a cost of $287.26 per job multiplied by 2.12 jobs per 1,000 square feet of commercial floor area. According to Florida's Impact Fee Act, an impact fee may not be increased more than once every four years. Port St. Lucie adopted the current public buildings impact fees in 2023. The proposed nonresidential public buildings impact fees in the 2023 impact fee study represented an increase compared to the previous nonresidential public buildings impact fees, so the proposed nonresidential public buildings impact fees shown in Figure PB14 represent the statutory limit until 2027.

Figure PB14: Proposed Public Buildings Impact Fees

Fee Component	Cost per Person	Cost per Job
Administrative Facilities	$178.58	$230.90
Public Works Facilities	$89.82	$125.36
Parking Facilities	$30.26	$42.23
Debt Credit - Existing	($20.19)	($27.25)
Debt Credit - Future	($61.87)	($83.98)
Total	$216.59	$287.26

Residential Fees per Development Unit							
Development Type	Development Unit	Persons per Unit[1]	Maximum Justifiable	Current Fees[2]	Statutory Limit[3]	Proposed Fees	Increase / (Decrease)
Single Family	Housing Unit	2.84	$615	$516	$774	$615	$99
Multi-Family	Housing Unit	2.03	$440	$337	$506	$440	$103
Mobile Residence	Housing Unit	2.46	$533	$417	$626	$533	$116

Nonresidential Fees per Development Unit							
Development Type	Development Unit	Jobs per Unit[1]	Maximum Justifiable	Current Fees[2]	Statutory Limit[4]	Proposed Fees	Increase / (Decrease)
Commercial	1,000 Sq Ft	2.12	$609	$160	$174	$174	$14
Research & Dev. Center	1,000 Sq Ft	3.29	$945	$232	$254	$254	$22
Office	1,000 Sq Ft	3.26	$936	$264	$288	$288	$24
Nursing Home	1,000 Sq Ft	2.04	$586	$186	$203	$203	$17
Hospital	1,000 Sq Ft	2.86	$822	$234	$255	$255	$21
Day Care	Student	0.19	$55	$12	$14	$14	$2
University/College	Student	0.18	$52	$15	$17	$17	$2
Secondary School	1,000 Sq Ft	0.63	$181	$51	$56	$56	$5
Elementary School	1,000 Sq Ft	0.93	$267	$77	$84	$84	$7
Lodging	Room	0.13	$37	$33	$35	$35	$2
Assisted Living	Bed	0.61	$175	$54	$59	$59	$5
Mini-Warehouse	1,000 Sq Ft	1.45	$417	$3	$3	$3	$0
Warehousing	1,000 Sq Ft	0.34	$98	$73	$80	$80	$7
Manufacturing	1,000 Sq Ft	1.89	$543	$142	$155	$155	$13
Light Industrial	1,000 Sq Ft	1.57	$451	$184	$201	$201	$17

1. See Land Use Assumptions.
2. Current fees as of July 1, 2025.
3. This represents the maximum allowable increase (50 percent) to the current fees without extraordinary circumstances.
4. 2023 Impact Fee Study statutory limit. The Florida Impact Fee Act says "an impact fee may not be increased more than once every 4 years."

PROJECTED PUBLIC BUILDINGS IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections in Appendix B and the proposed public buildings impact fees shown on the previous page. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with impact fee revenue. Over the next 10 years, projected impact fee revenues equal $14,331,516 and projected expenditures equal $75,383,909 before debt credits. Existing development's share of $40,479,065 for the Public Works facilities and parking facilities may not be paid with impact fees.

Figure PB15: Projected Public Buildings Impact Fee Revenue

Fee Component	Growth Share		Existing Share	Total
	Years 1-10	Years 11-30		
Administrative Facilities	$12,881,317	$0	$0	$12,881,317
Public Works Facilities	$6,552,470	$9,921,358	$30,278,764	$46,752,592
Parking Facilities	$2,207,394	$3,342,304	$10,200,301	$15,750,000
Gross Expenditures	$21,641,181	$13,263,662	$40,479,065	$75,383,909
Debt Credit - Existing	($1,465,691)	($1,821,154)	$0	($3,286,845)
Debt Credit - Future	($4,494,500)	($6,800,668)	$0	($11,295,168)
Net Expenditures	$15,680,990	$4,641,840	$40,479,065	$60,801,896

Year		Single Family $615 per unit Hsg Unit	Multi-Family $440 per unit Hsg Unit	Industrial $80 per KSF KSF	Commercial $174 per KSF KSF	Office $288 per KSF KSF	Institutional $203 per KSF KSF
Base	2025	90,992	12,985	7,677	8,485	7,188	4,681
Year 1	2026	93,062	13,300	8,388	8,602	7,293	4,704
Year 2	2027	95,132	13,616	9,100	8,718	7,398	4,726
Year 3	2028	97,201	13,931	9,811	8,835	7,503	4,749
Year 4	2029	99,271	14,246	10,522	8,951	7,609	4,772
Year 5	2030	101,341	14,562	11,234	9,068	7,714	4,794
Year 6	2031	103,196	14,844	11,596	9,185	7,796	4,817
Year 7	2032	105,050	15,127	11,958	9,301	7,879	4,839
Year 8	2033	106,905	15,410	12,321	9,418	7,961	4,862
Year 9	2034	108,759	15,692	12,683	9,534	8,043	4,885
Year 10	2035	110,614	15,975	13,045	9,651	8,126	4,907
10-Year Increase		19,622	2,990	5,369	1,166	938	226
Projected Revenue		$12,067,530	$1,315,600	$429,480	$202,884	$270,144	$45,878

Projected Fee Revenue (Years 1-10)	$14,331,516
Projected Fee Revenue (Years 11-30)	$1,292,434
Total Expenditures	$60,801,896

APPENDIX A: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

Residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Port St. Lucie will collect impact fees from all new residential units. One-time impact fees are determined by site capacity (i.e., number of residential units).

Single-Family Units:

1. Single-family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single-family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.

Multi-Family Units:

1. 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."

Mobile Residence Units:

1. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.
2. Boat, RV, Van, etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

NONRESIDENTIAL DEVELOPMENT

Nonresidential development categories are defined by Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). Port St. Lucie will collect impact fees from all new nonresidential development. One-time impact fees are determined by site capacity (i.e., square feet).

Commercial: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *commercial* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters.

Research & Development Center: A research and development center is a facility or group of facilities devoted almost exclusively to research and development activities. Research and development centers may contain offices and light fabrication areas.

Office: Establishments providing management, administrative, professional, and business services. By way of example, *office & other services* includes banks, business offices, medical offices, and veterinary clinics.

Nursing Home: A nursing home is a facility whose primary function is to provide care for persons who are unable to care for themselves. Examples include rest homes, chronic care, and convalescent homes.

Hospital: A hospital is any institution where medical or surgical care and overnight accommodations are provided to non-ambulatory and ambulatory patients.

Day Care: A day care center is a facility where care for pre-school age children is provided, normally during daytime hours. A day care facility generally includes classrooms, offices, eating areas, and playgrounds. A center may also provide after-school care for school-age children.

University/College: This land use includes 2-year junior, community, and technical colleges, and 4-year universities or colleges that may or may not offer graduate programs.

Secondary School: A middle or junior high school is a school that serves students who have completed elementary school and have not yet entered high school.

Elementary School: An elementary school is a school that typically serves students attending kindergarten through the fifth or sixth grade.

Lodging: A place of lodging that provides sleeping accommodations and may or may not provide supporting facilities such as a full-service restaurant, cocktail lounge, meeting rooms, banquet room, and convention facilities.

Assisted Living: A residential setting that provides either routine general protective oversight or assistance with activities necessary for independent living to persons with mental or physical limitations.

Mini-Warehouse: A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as “self-storage” facilities.

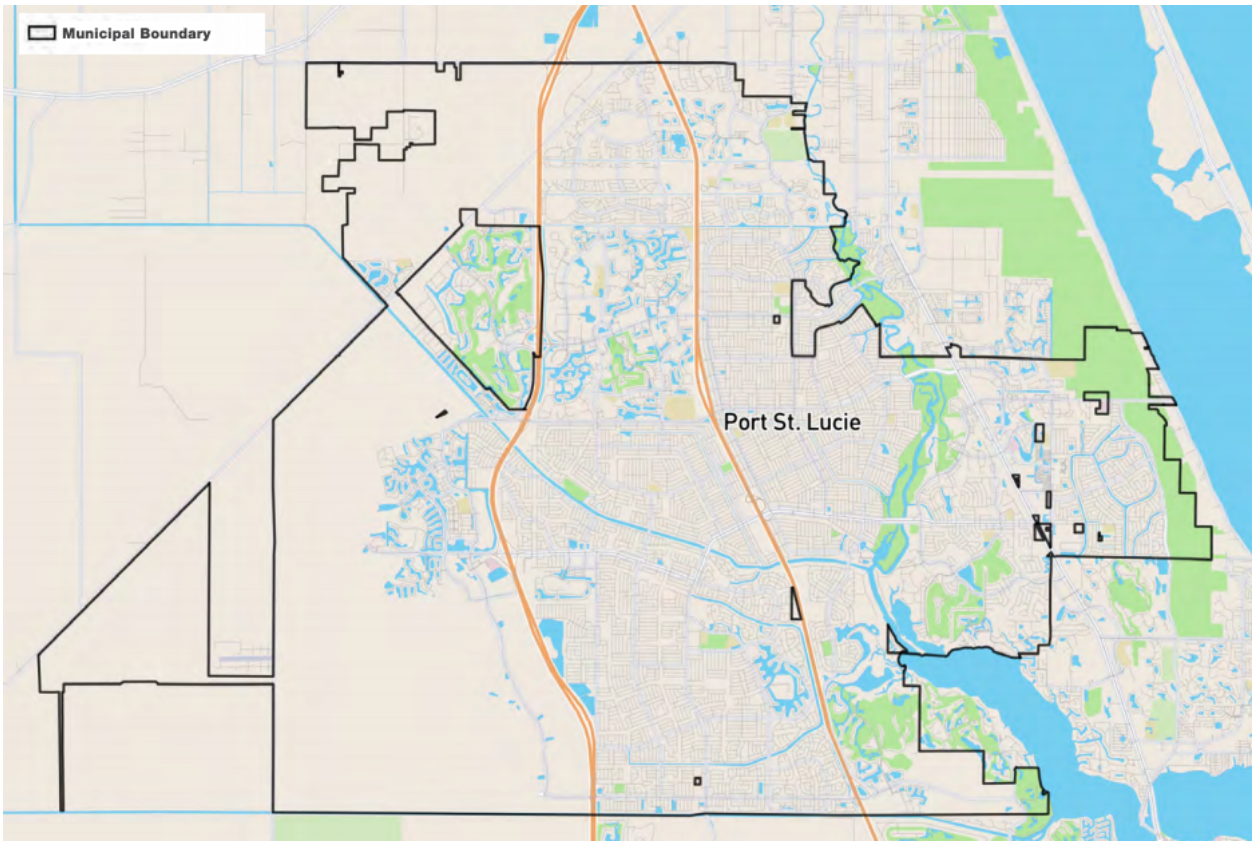
Warehousing: A warehouse is primarily devoted to the storage of materials, but it may also include office and maintenance areas.

Manufacturing: A manufacturing facility is an area where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to the actual production of goods, a manufacturing facility typically has an office and may provide space for warehouse, research, and associated functions.

Light Industrial: A light industrial facility is a free-standing facility devoted to a single use. The facility has an emphasis on activities other than manufacturing and typically has minimal office space. Typical light industrial activities include printing, material testing, and assembly of data processing equipment. I

APPENDIX B: LAND USE ASSUMPTIONS

This section includes estimates and projections of development for areas within the boundaries of Port St. Lucie, Florida. The map below illustrates Port St. Lucie's Impact Fee Service Area. If the boundaries of the city are expanded by annexation action these fees will then apply to all lands within the revised/expanded boundary.



SUMMARY OF GROWTH INDICATORS

Key land use assumptions for the Port St. Lucie Impact Fee Study are population, housing units, employment, and nonresidential floor area. The analysis uses population projections from the 2025 City of Port St. Lucie Comprehensive Plan Update. For housing units, TischlerBise applies occupancy factors derived from American Community Survey 2019-2023 5-Year Estimates to population projections. For nonresidential development, TischlerBise uses recent building per data to project nonresidential floor area. These floor area projections are converted to employment using employment density factors published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Complete development projections are summarized in Figure B10. These projections will be used to estimate impact fee revenue and to indicate the anticipated need for growth-related infrastructure. However, impact fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development is slower than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development occurs faster than anticipated, fee revenue will increase, but Port St. Lucie will need to accelerate infrastructure improvements to keep pace with the actual rate of development. Over the next 10 years, development projections indicate an average increase of approximately 2,261 housing units per year and approximately 770,000 square feet of nonresidential development per year.

RESIDENTIAL DEVELOPMENT

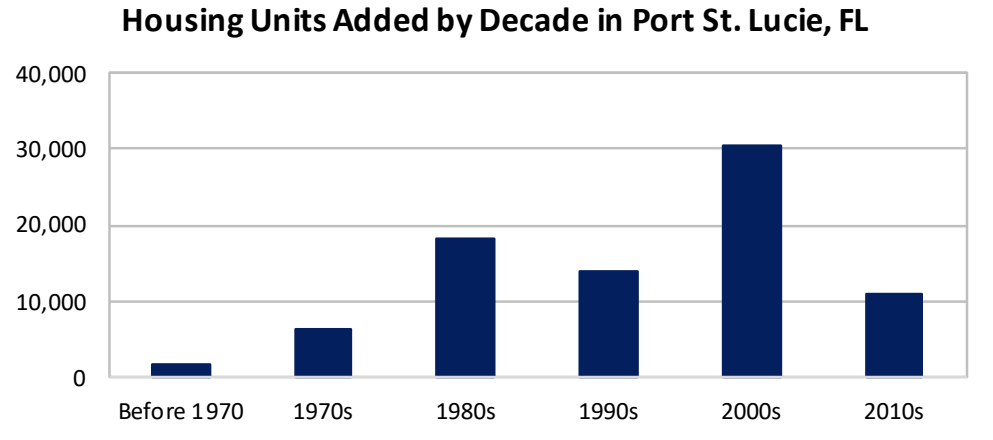
This section details current estimates and future projections of residential development including population and housing units.

Recent Residential Construction

Impact fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. Shown below, Figure B1 indicates the estimated number of housing units added by decade according to data obtained from the U.S. Census Bureau. Port St. Lucie experienced moderate growth from 2010 to 2020, when housing inventory increased by an average of 1,110 units per year.

Figure B1: Housing Units by Decade

Census 2010 Housing Units	70,877	Port St. Lucie added an average of 1,110 housing units per year from 2010 to 2020.
Census 2020 Housing Units	81,975	
New Housing Units 2010 to 2020	11,098	



Source: U.S. Census Bureau, Census 2020 Summary File 1, Census 2010 Summary File 1, 2019-2023 5-Year American Community Survey (for 2000s and earlier, adjusted to yield total units in 2010).

Residential permit data from 2021 through 2024 averaged 5,092 units per year – 4,419 single-family units and 673 multi-family units. During this time, single-family units represent 86.8 percent of residential permits and multi-family units represent 13.2 percent of residential permits.

Figure B2: Recent Residential Permits

Year	Single Family	Multi-Family	Total
2021	2,250	828	3,078
2022	3,877	1,444	5,321
2023	8,024	166	8,190
2024	3,523	255	3,778
Total	17,674	2,693	20,367
Average	4,419	673	5,092

Source: Building Permit Data, Port St. Lucie, Florida

Occupancy Factors

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Impact fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When PPHU is used in the fee calculations, infrastructure standards are derived using year-round population. When PPH is used in the fee calculations, the impact fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends Port St. Lucie impose impact fees for residential development according to the number of persons per household.

Occupancy calculations require data on population and the types of units by structure. The 2020 census did not obtain detailed information using a "long-form" questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are combined with attached single units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land). For impact fees in Port St. Lucie, single-family units include detached, stick-built units and attached units, multi-family units include structures with two or more units on an individual parcel of land, and mobile home units include mobile homes and RVs.

Figure B3 below shows the occupancy factors for Port St. Lucie. Based on 2019-2023 American Community Survey 5-Year Estimates (the most recent data available), single-family units averaged 2.84 persons per household, multi-family units averaged 2.03 persons per household, and mobile homes averaged 2.46 persons per household.

Figure B3: Occupancy Factors

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy
Single-Family Units[1]	204,931	72,278	2.84	77,543	2.64	89.8%	6.80%
Multi-Family Units[2]	11,814	5,811	2.03	7,342	1.61	8.5%	20.90%
Mobile Home Units	2,698	1,096	2.46	1,513	1.78	1.8%	27.60%
Total	219,443	79,185	2.77	86,398	2.54	100.0%	8.30%

Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates.

1. Includes detached and attached (i.e. townhouses) units.
2. Includes dwellings in structures with two or more units.
3. Includes mobile homes and all other units.

Residential Estimates

As shown below from Port St. Lucie's 2025 Comprehensive Plan Update, Port St. Lucie's 2024 population includes 253,959 permanent residents and 7,417 seasonal residents, for a total (peak) population of 261,376 persons. Port St. Lucie projects future population growth using the medium-high projections shown below, based on the average of medium projections and high projections published by the Bureau of Economic and Business Research (BEBR). As shown below, Port St. Lucie's projected population in 2025 includes 261,368 permanent residents and 7,634 seasonal residents, for a total (peak) population of 269,002 persons.

The 2025 Comprehensive Plan Update includes a 2024 housing unit estimate of 101,187 housing units – 88,571 single-family units and 12,616 multi-family units. To estimate 2025 housing units, TischlerBise converts the projected population increase from 2024 to 2025 using the housing mix shown in Figure B2 and the occupancy factors shown in Figure B3. The 2024 to 2025 population increase of 7,626 persons equals 2,790 additional housing units (2,421 single-family units and 369 multi-family units). For 2025, TischlerBise estimates a total of 103,977 housing units.

Figure B4: Port St. Lucie Comprehensive Plan Update

	St. Lucie County	Port St. Lucie		
Year	Permanent	Permanent	Seasonal	Total
2020	329,226	204,851	5,983	210,834
2021	340,060	214,514	6,265	220,779
2022	350,518	224,916	6,569	231,485
2023	368,628	239,653	6,999	246,652
2024	385,746	253,959	7,417	261,376
Medium Projections				
2025	385,400	253,731	7,411	261,142
2030	423,900	279,078	8,151	287,229
2035	456,800	300,738	8,783	309,521
2040	484,200	318,777	9,310	328,087
2045	508,800	334,973	9,783	344,756
Medium-High Projections				
2025	397,000	**261,368**	**7,634**	**269,002**
2030	445,100	**293,035**	**8,558**	**301,594**
2035	488,200	**321,410**	**9,387**	**330,798**
2040	525,950	**346,263**	**10,113**	**356,376**
2045	560,950	**369,306**	**10,786**	**380,092**
High Projections				
2025	408,600	269,005	7,857	276,862
2030	466,300	306,992	8,966	315,958
2035	519,600	342,083	9,991	352,074
2040	567,700	373,750	10,916	384,666
2045	613,100	403,639	11,789	415,428

Source: City of Port St. Lucie Comprehensive Plan Update Population Projections, 2025

Residential Projections

Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease.

As shown below in yellow, the analysis uses the medium-high projections from the 2025 Comprehensive Plan Update shown in Figure B4 to project population during the next 10 years. For interim years, the analysis uses an equal allocation in each year. To project future housing units, TischlerBise converts the projected population increase using the housing mix shown in Figure B2 (86.8 percent single-family units and 13.2 percent multi-family units) and the occupancy factors shown in Figure B3. For this study, the analysis assumes the housing mix and the occupancy factors will remain constant.

The 2025 Comprehensive Plan Update projects a 2035 peak population of 330,797 persons, and this represents an increase of 61,795 persons during the next 10 years. Converting the projected population increase to housing units results in a 10-year increase of 22,612 housing units. This includes 19,622 single-family units and 2,990 multi-family units, or an average annual increase of 1,962 single-family units and 299 multi-family units. This is less than the 2021 through 2024 average of 4,419 single-family units and 673 multi-family units shown in Figure B2.

Figure B5: Residential Projections

Port St. Lucie, Florida	2025	2026	2027	2028	2029	2030	2035	10-Year
	Base Year	1	2	3	4	5	10	Increase
Population								
Permanent	261,368	267,701	274,035	280,368	286,702	293,035	321,410	60,042
Seasonal	7,634	7,819	8,004	8,189	8,374	8,558	9,387	1,753
Peak	**269,002**	**275,520**	**282,039**	**288,557**	**295,076**	**301,593**	**330,797**	**61,795**
Housing Units								
Single Family	90,992	93,062	95,132	97,201	99,271	101,341	110,614	19,622
Multi-Family	12,985	13,300	13,616	13,931	14,246	14,562	15,975	2,990
Total	**103,977**	**106,362**	**108,747**	**111,132**	**113,518**	**115,903**	**126,589**	**22,612**

NONRESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of nonresidential development including jobs and nonresidential floor area.

Nonresidential Demand Units

In Figure B6, gray shading indicates the nonresidential development prototypes used by TischlerBise to derive employment densities. For nonresidential development, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Warehousing (ITE 150) which has 2,953 square feet of floor area per employee. Institutional development uses Hospital (ITE 610) and has 350 square feet of floor area per employee. For office & other services development, the proxy is General Office (ITE 710); and has 307 square feet of floor area per employee. The prototype for commercial development is Shopping Center (ITE 820) and has 471 square feet of floor area per employee.

Figure B6: Nonresidential Demand Units

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Emp Per Dmd Unit	Square Feet Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
320	Motel	room	3.35	25.17	0.13	na
550	University/College	student	1.56	8.89	0.18	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	1,000 Sq Ft	6.75	3.31	2.04	490
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
760	Research & Dev Center	1,000 Sq Ft	11.08	3.37	3.29	304
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Nonresidential Estimates

TischlerBise uses the term jobs to refer to employment by place of work. Shown below in Figure B7, Esri Business Analyst estimates 2024 employment equal to 45,984 jobs. Using a combination of estimates from the 2020 Southern Grove Master Plan (Technical Memorandum #2, Market Conditions & Development Potentials) and building permit data since 2020, TischlerBise estimates 2024 nonresidential floor area equals 26,173,948 square feet and 2025 nonresidential floor area equals 28,030,559 square feet

To estimate employment in the 2025 base year, TischlerBise converts the projected nonresidential floor area increase from 2024 to 2025, by development type, using the employment density factors shown in Figure B6. For example, the industrial increase of 890,637 square feet (7,676,787 square feet in 2025 – 6,786,150 square feet in 2024) divided by the industrial ITE employment density factor of 2,953 square feet per employee equals 302 additional industrial jobs. The 2025 base year estimate includes 48,801 jobs.

Figure B7: Nonresidential Estimates

Development Type	2024 Jobs[1]	Percent of Total Jobs	2024 Estimated Floor Area[2]
Industrial[3]	5,557	12%	6,786,150
Commercial[4]	13,387	29%	8,008,215
Office & Other Services[5]	21,643	47%	6,923,450
Institutional[6]	5,397	12%	4,456,133
Total	45,984	100%	26,173,948

1. Esri Business Analyst, 2024.
2. TischlerBise calculation.
3. Major sectors are Manufacturing; Transportation & Warehousing.
4. Major sectors are Retail Trade; Accommodation & Food Services.
5. Major sectors are Health Care; Professional, Scientific & Tech Services.
6. Major sectors are Educational Services; Public Administration.

Development Type	2025 Jobs[1]	Percent of Total Jobs	2025 Estimated Floor Area[1]
Industrial[2]	5,859	12%	7,676,787
Commercial[3]	14,399	30%	8,484,901
Office & Other Services[4]	22,504	46%	7,187,738
Institutional[5]	6,040	12%	4,681,133
Total	48,801	100%	28,030,559

1. TischlerBise calculation.
2. Major sectors are Manufacturing; Transportation & Warehousing.
3. Major sectors are Retail Trade; Accommodation & Food Services.
4. Major sectors are Health Care; Professional, Scientific & Tech Services.
5. Major sectors are Educational Services; Public Administration.

Nonresidential Projections

To project future nonresidential development, the analysis uses a combination of trends from the 2020 Southern Grove Master Plan (Technical Memorandum #2, Market Conditions & Development Potentials) and building permit data since 2020. Shown below in Figure B8, nonresidential development grew by 154,500 square feet per year from 2015 through 2020 and by 955,800 square feet per year from 2020 through 2024. The average from 2015 through 2024 was 555,200 square feet per year.

Figure B8: Recent Nonresidential Construction

	Average Annual Square Feet		
Development Type	2015-20[1]	2020-24[2]	2015-2024
Industrial	13,100	711,400	362,300
Commercial	71,800	116,600	94,200
Office & Other Services	59,600	105,200	82,400
Institutional	10,000	22,600	16,300
Total	154,500	955,800	555,200

1. WTL+a, Technical Memorandum #2, Market Conditions & Development Potentials, Southern Grove Master Plan, June 2020

2. Building Permit Data, Port St. Lucie, Florida

For commercial and institutional development, the analysis projects future floor area using the 2020 through 2024 average annual increase of 116,600 square feet and 22,600 square feet, respectively. For industrial and office development, the analysis projects future floor area during the first five years of the projection period using the 2020 through 2024 average annual increase of 711,400 square feet and 105,200 square feet, respectively. For projections beyond 2030, the analysis uses the 2015 through 2024 average annual increase of 362,300 square feet of industrial development and 82,400 square feet of office development. Shown below in Figure B9, this results in a 10-year increase of 7,699,000 square feet of nonresidential floor area. To project employment, TischlerBise divides the projected nonresidential floor area by the employment density factors shown in Figure B6. Over the next 10 years, employment projections include an additional 7,995 jobs.

Figure B9: Nonresidential Projections

Port St. Lucie, Florida	2025	2026	2027	2028	2029	2030	2035	10-Year
	Base Year	1	2	3	4	5	10	Increase
Employment								
Industrial	5,859	6,100	6,340	6,581	6,822	7,063	7,677	1,818
Commercial	14,399	14,647	14,894	15,142	15,389	15,637	16,875	2,476
Office & Other Services	22,504	22,847	23,189	23,532	23,875	24,217	25,559	3,055
Institutional	6,040	6,104	6,169	6,234	6,298	6,363	6,686	646
Total	**48,801**	**49,697**	**50,593**	**51,489**	**52,384**	**53,280**	**56,796**	**7,995**
Nonres. Sq Ft (x1,000)								
Industrial	7,677	8,388	9,100	9,811	10,522	11,234	13,045	5,369
Commercial	8,485	8,602	8,718	8,835	8,951	9,068	9,651	1,166
Office & Other Services	7,188	7,293	7,398	7,503	7,609	7,714	8,126	938
Institutional	4,681	4,704	4,726	4,749	4,772	4,794	4,907	226
Total	**28,031**	**28,986**	**29,942**	**30,898**	**31,854**	**32,810**	**35,729**	**7,699**

DEVELOPMENT PROJECTIONS

Provided below are summaries of development projections used in the Impact Fee Study. Development projections are used to illustrate a possible future pace of demand for infrastructure and cash flows resulting from revenues and expenditures associated with those demands.

Figure B10: Development Projections

Port St. Lucie, Florida	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2045	2055	10-Year Increase	20-Year Increase	30-Year Increase
	Base Year	1	2	3	4	5	6	7	8	9	10	20	30			
Population																
Permanent	261,368	267,701	274,035	280,368	286,702	293,035	298,710	304,385	310,060	315,735	321,410	369,306	409,663	60,042	107,938	148,295
Seasonal	7,634	7,819	8,004	8,189	8,374	8,558	8,725	8,891	9,056	9,222	9,387	10,786	11,966	1,753	3,152	4,332
Peak	**269,002**	**275,520**	**282,039**	**288,557**	**295,076**	**301,593**	**307,435**	**313,276**	**319,116**	**324,957**	**330,797**	**380,092**	**421,629**	**61,795**	**111,090**	**152,627**
Housing Units																
Single Family	90,992	93,062	95,132	97,201	99,271	101,341	103,196	105,050	106,905	108,759	110,614	126,266	139,455	19,622	35,274	48,463
Multi-Family	12,985	13,300	13,616	13,931	14,246	14,562	14,844	15,127	15,410	15,692	15,975	18,360	20,370	2,990	5,375	7,385
Total	**103,977**	**106,362**	**108,747**	**111,132**	**113,518**	**115,903**	**118,040**	**120,177**	**122,314**	**124,452**	**126,589**	**144,626**	**159,825**	**22,612**	**40,649**	**55,848**
Employment																
Industrial	5,859	6,100	6,340	6,581	6,822	7,063	7,186	7,309	7,431	7,554	7,677	8,903	10,130	1,818	3,045	4,272
Commercial	14,399	14,647	14,894	15,142	15,389	15,637	15,884	16,132	16,380	16,627	16,875	19,350	21,826	2,476	4,951	7,427
Office & Other Services	22,504	22,847	23,189	23,532	23,875	24,217	24,486	24,754	25,022	25,291	25,559	28,243	30,927	3,055	5,739	8,423
Institutional	6,040	6,104	6,169	6,234	6,298	6,363	6,427	6,492	6,556	6,621	6,686	7,331	7,977	646	1,291	1,937
Total	**48,801**	**49,697**	**50,593**	**51,489**	**52,384**	**53,280**	**53,983**	**54,686**	**55,390**	**56,093**	**56,796**	**63,828**	**70,861**	**7,995**	**15,027**	**22,059**
Nonres. Sq Ft (x1,000)																
Industrial	7,677	8,388	9,100	9,811	10,522	11,234	11,596	11,958	12,321	12,683	13,045	16,668	20,291	5,369	8,992	12,615
Commercial	8,485	8,602	8,718	8,835	8,951	9,068	9,185	9,301	9,418	9,534	9,651	10,817	11,983	1,166	2,332	3,498
Office & Other Services	7,188	7,293	7,398	7,503	7,609	7,714	7,796	7,879	7,961	8,043	8,126	8,950	9,774	938	1,762	2,586
Institutional	4,681	4,704	4,726	4,749	4,772	4,794	4,817	4,839	4,862	4,885	4,907	5,133	5,359	226	452	678
Total	**28,031**	**28,986**	**29,942**	**30,898**	**31,854**	**32,810**	**33,393**	**33,977**	**34,561**	**35,145**	**35,729**	**41,568**	**47,407**	**7,699**	**13,538**	**19,377**

OCTOBER 2024

CITY OF

PORT ST. LUCIE PLANNING & INFRASTRUCTURE STUDY

FINAL DRAFT| OCTOBER 2024

PORT ST. LUCIE

HEART OF THE TREASURE C

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OCTOBER 2024

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This document has been prepared by GAI Consultants, Inc. on behalf of the City of Port St. Lucie, Florida.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

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SECTION **01.**

INTRODUCTION & OVERVIEW OF MAJOR FINDINGS

01

SECTION 1.1

PURPOSE OF THE STUDY

St. Lucie County ("County" or "St. Lucie") and several adjacent counties face extraordinary demands to expand their inventory of developable lands as agricultural interest declines and development pressure increases. Where there has been a long history of agricultural controls on property, demand for alternative property uses is now on an especially steep upward trajectory.

Potential population increases, regulatory conditions, and infrastructure capacity concerns being experienced along Florida's Treasure Coast Region ("Region") are acute within the County. Here, limited resources are an obvious impediment to accommodating population gains and positioning rural lands for more intense property uses.

In this Planning and Infrastructure Study ("Study"), the concerns focus on the City of Port St Lucie ("City"), the largest incorporated community within the County. As a result of regional growth pressures, lands or holdings within or most proximate to the City are obvious targets for future development with the City as the primary source of utility infrastructure and other quality municipal services maintained to a high standard. These City services make the community a highly desirable place to live and work. In addition, large tracts of land within the City are currently being developed at an exponential rate as City property is being re-zoned from Agricultural zoning to other zoning designations as part of Development of Regional Impact ("DRI") build-outs.

As a major population center in an otherwise emerging setting, the City faces the impacts of policy questions stemming from managing growth and other activity just outside its own municipal boundaries. While growth brings potential economic opportunities, it also tasks the City with providing services intended for its residents, property owners, and businesses but often accessed by those residing or operating outside the City's municipal boundaries. This duality requires the City and by extension, its resident population, property owners, and businesses, to assume the burden of providing or maintaining certain facilities, infrastructure, or services.

Although road and traffic degradations on major roadways tend to be the most visceral and visible issues, financial contributions from the County offer only nominal means to address external impacts on secondary local roads, parks, greenways, drainage associated with road expansions, and other life-safety services dependent upon a burdened highway interchange and surface roadway network. In terms of the major costs that the City might absorb from unincorporated development on its edge, road related items are almost certainly the most expensive and fiscally strained.

GAI's Community Solutions Group ("CSG"), along with Kittelson & Associates ("Consultant Team") were retained to explore the advantages and disadvantages of various means to control or enhance the quality and evaluate the impacts of such growth. The Consultant Team was charged with evaluating how these various means or strategies, including annexation, might alter the City's service levels generally, its costs of specific services, capital and operating needs, potential receipts or income, and its relationship with the County.

LIMITING CONDITIONS

Research, data collection, and analysis associated with the production of this Study was conducted in the latter half of 2023 and relies upon data available at that time. Further, to ensure consistency and reliability, this Study relies upon fiscal year 2021/2022 financial reports, 2022 estimates of demographic and socio-economic data, and the St. Lucie County 2022 Final Tax Roll.

While this Study is largely a look forward, it draws upon the outcome(s) of other planning efforts or models addressing the needs of the City. Because the needs of new growth cannot be forced to capitalize the growth of any existing deficiencies, this Study explicitly assumes prior service and capital obligations already called for, stipulated, or officially adopted in major plans, including any long-range transportation plans in particular, have or will be made as contemplated by 2045. Such prior plans have already identified major roadways or roadway

segments which are deficient and suggested budgets and funding options for those required improvements.

To emphasize, this Study is not an assessment or examination of any existing, current, and/or emerging constraints or deficiencies of the City's infrastructure, services, or programs. Further, it is important to note that legislation being considered or otherwise progressing through the State of Florida Legislature at the time of this Study may or may not be of significance to the City at some point in the future. The recommendations contained in this Study are made in the context of applicable legislation existing at the time of the Study.

SECTION 1.2
MAJOR IDENTIFIED TASKS

The major tasks conducted as part of this Study included the Consultant Team identifying areas outside of the City's existing municipal boundaries that would likely impact the City, its existing residents, property owners, and businesses, and any related development in such areas through changes in policy or actions including, but not necessarily limited to, a more thoughtful and targeted annexation strategy.

In total, the Consultant Team identified an estimated 30,900 acres ("Study Area") tied to the City through patterns of land ownership, roadway corridors, natural features, man-made barriers, and announced or contemplated development that might be strategically considered for enhanced management and control through explicit City growth policies, whether through consideration of voluntary annexation requests or other means and strategies.

These lands could reasonably accommodate a potential population of about 86,560 persons. Upon a reasonable build-out period, these developable lands would likely include a certain mix of commercial and other non-residential uses. Using various spatial measures, the Consultant Team determined the dimensions of those land use requirements, assuming the future mix would largely resemble that which now exists in the Tradition Community Development District ("CDD") and has been under development for the last several years. The Tradition CDD is dominated by a variety of residential development but also includes a substantial inventory of distribution, medical, and office space creating a concentration of potential employment. Such employment is deemed desirable in future projects and is a planned economic objective supported by both City staff and leadership.

Based on this potential scale of achievable development within the Study Area, the Consultant Team estimated spending for all City controlled financial obligations *with* and *without* any newly created development. This financial benchmarking assessment effectively calculated the City's spending and compared it with the spending of cities of similar density and intensity. In particular, the Consultant Team considered how development in or near the City would impact the existing road network, ultimately identifying broadly conceptual costs for those road segments or intersections becoming deficient as the result of future development and traffic.

To emphasize again, this Study draws upon the outcome of other planning efforts or models that address the needs of the City, and explicitly assumes prior service and capital obligations already called for, stipulated, or officially adopted—including any long-range transportation plans—have or will be constructed, completed, and/or implemented as planned or otherwise contemplated.

This Study documents the City's fiscal position *with* and *without* the *Theoretical Transportation Cost* estimates and related obligations to cure deficiencies specifically stemming from the estimates of future growth within the Study Area. As an obvious concern, these costs are isolated to show how this discrete set of capital costs affects longer term financial planning as other costs are also absorbed.

Finally, this Study identifies a series of tools and policies that the City might adopt to control, coordinate or improve growth management related to developments and projects seeking City services, or that might request consideration for annexation. These tools and policies address a variety of issues including the financial obligations which might be absorbed by any developer or project, both short- and long-term, as well as recommendations for improved coordination with the County.

SECTION 1.3

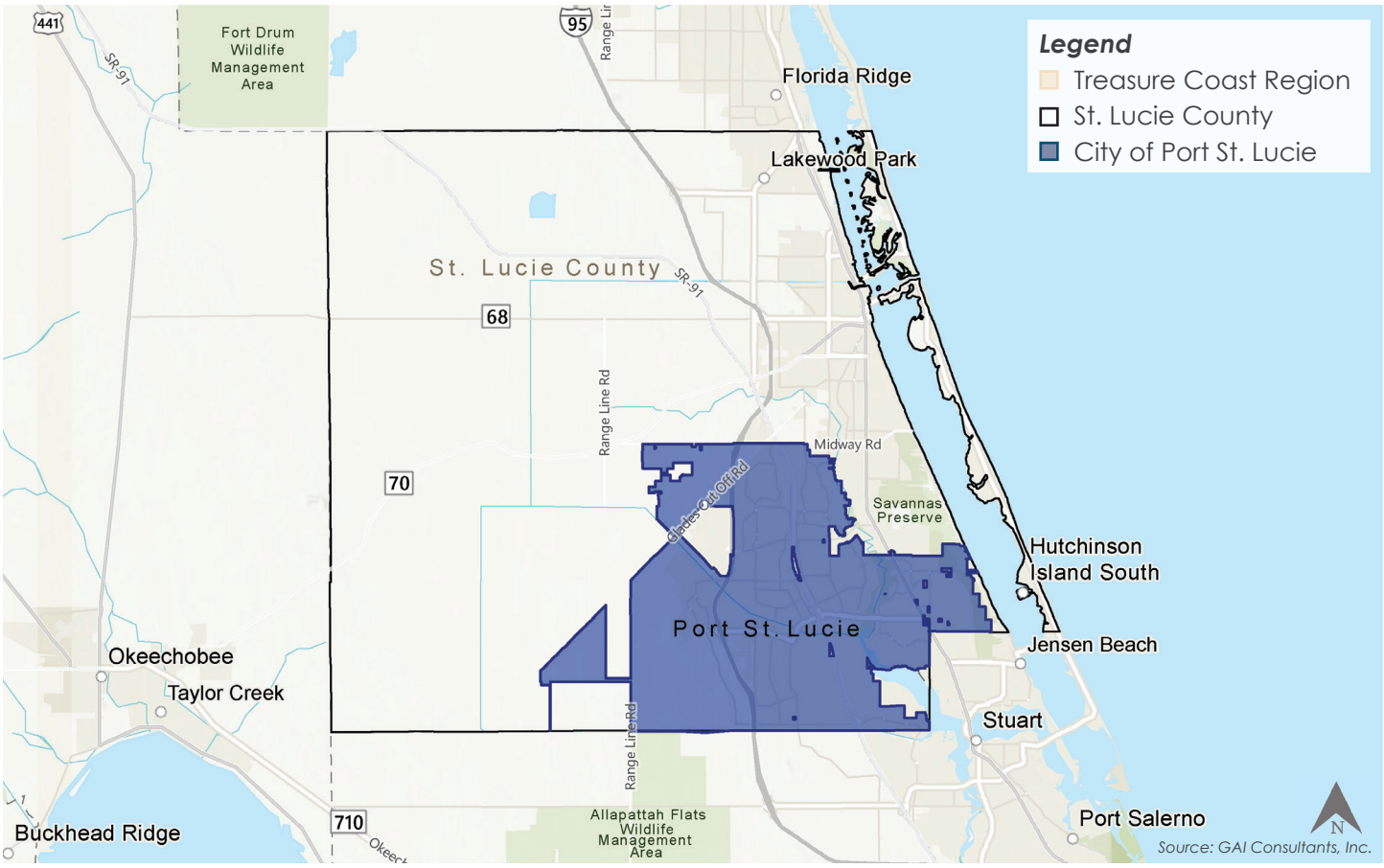
LOCATIONAL CONTEXT

The City of Port St. Lucie ("City") is an incorporated place within St. Lucie County ("County"). The community is bisected by the Florida Turnpike with the City's municipal boundaries extending east to the coast and south to Martin County. Most development within the County has historically been organized along Interstate-95 ("I-95"), U.S. Highway 1 ("US-1") and the Florida Turnpike. These major roadways have strongly influenced the north/south pattern of development throughout Florida's Treasure Coast Region ("Region") which is rapidly shifting away from its historically dominant agricultural activities. Increasing development interest is now inducing some settlement patterns well outside of historical concentrations.

Total population within the County as of year-end 2022 was estimated to be 358,700 people, with the City composing nearly 65% of that share. Experiencing a compound annual growth rate ("CAGR") of 2.3% over the last 10-years, from 2013 to 2022, the County is one of Florida's fastest growing counties. In 2022 about 231,800 people out of the total County population claimed the City as their place of residence. The figure below illustrates the City and County in relation to the broader Region (see **Figure 1**).

Like much of the region, certain physical conditions and regulatory constraints existing within the City are driving development activity westward. Other than certain small areas, purposefully targeted expansion options for the City are substantively restricted by the jurisdictional boundaries of nearby Martin County on the south and the municipal limits of the City of Ft. Pierce ("Ft. Pierce") to the north. Ft. Pierce is the only other incorporated municipality of meaningful population size in the County which may exercise its own, more limited, growth opportunities in the future.

Figure 1. Regional Map



SECTION 1.4

CURRENT LEGAL FRAMEWORK FOR ANNEXATIONS

While the comments detailed and discussed throughout this Study should absolutely not be construed as legal advice, they do underscore the basic set of recommendations which emerged in the course of and as a result of the analysis undertaken in this Study. Effectively, under Florida law, annexations can occur voluntarily and through referendum. Details of such procedures are, of course, important.

The voluntary arrangement occurs between property owner and the affected jurisdiction and is usually associated with new or undeveloped properties. The involuntary arrangement is typically applicable to older, often infill, situations and neighborhoods. Generally, unless indicated otherwise, this Study focuses on voluntary practices where the advantages of annexation are associated with utility access and controlled patterns of development and growth. Such voluntary strategy largely avoids the provision of utilities without the assurance of annexation.

SECTION 1.5

OVERVIEW OF MAJOR FINDINGS

Based on a variety of information and conditions presented in this Study, the City, by virtue of regional context, will continue to experience growth pressures at the edge of its current municipal boundaries. There may be some smaller opportunities in existing areas within the City's municipal boundaries but these will not have the same scale of growth implications as development projected within the Study Area may have.

Anticipated and proposed development within the Study Area, just beyond the City's western boundary, is likely to be approved by the County, following what has been a fairly consistent pattern and procedure. In a very substantive way, the County then receives receipts that might otherwise be controlled by the City in a beneficial way for new development experienced *within the City* rather *than outside* of its municipal boundaries. Notwithstanding, some minor conditional improvements or

City of Port St. Lucie | Photo Courtesy of World Atlas

obligations negotiated with the County, the City will remain reactive to practices often disadvantageous to its position. In the worst of circumstances, the City will be subsidizing development forms which may not comply with the desired development of the City and which are contrary to its own financial benefit and standards of service.

Absent self-imposed financial structures by developers themselves—unless proposed developments and projects are annexed into the City or the County exacts extraordinary requirements from the developer(s) to the benefit of the City—the City will bear an undue burden of service and capital costs resulting from significant development at its edge. Regardless of direct City intervention, the trend of converting historically agricultural or less intense lands to higher value residential and similar uses will persist.

As the Region's population grows, the City's job centers, services, and facilities become increasingly attractive to the development community, especially those targeting the southern portion of the County at the edges of the City's municipal boundaries which

lack similar options. Without some level of control, a substantial portion of the capital and operational costs for these services and responsibilities will continue to fall upon the City.

To address reasonably foreseeable levels and concentrations of development activity, three levels of intervention are addressed, including:

1. Do not accept requests for voluntary annexation of any projects or property within the Study Area;
2. Accept requests for voluntary annexation from proposed developments and/or projects within the Study Area under existing City planning and fiscal impact policies; and
3. Accept requests for voluntary annexation from proposed developments and/or projects within the Study Area under new City planning and fiscal impact analysis tools.

Among these options, a more active role for City leadership that operates within the existing legal and political framework is described. That framework could be extended to also include a much more robust annexation strategy centered on specific targets (location, uses, etc.) and enhanced by more affirmative policy. While any option explicitly recognizes the need for improved City and Country coordination and collaboration, a decision *not to act* does not change the more costly disadvantages of the established arrangement.

Consequently, the current situation favors a more aggressive and targeted annexation strategy adhering to several principles outlined in this Study. These principles secure the financial commitments from the development community to address the impacts of these projects on City infrastructure and services.

The research, analysis, issues, and recommendations are further detailed within this Study.

SECTION 02.

EXISTING CONDITIONS

02

SECTION 2.1

DEMOGRAPHIC & SOCIO-ECONOMIC CHARACTERISTICS

There are many key demographic and socio-economic indicators to consider when determining the market characteristics of a specific area, these include:

- Population
- Age Distribution
- Race and Ethnicity
- Academic Achievement
- Income Levels

A profile of these demographic and socio-economic characteristics was necessary to fully understand the unique marketplace and the overall market-supporting demand within the City.

Included in this Existing Conditions assessment is the evaluation of current and historical growth trends within the City, and where relevant, the assessment also identifies the capture of growth to the County, as detailed within the following pages.

TOTAL POPULATION

According to the U.S. Census Bureau ("Census") year-end 2022 estimates, the total population of the City is approximately 231,800 persons, which represents roughly 65% of the County's total population at 358,700 persons. Data subject to *Limiting Conditions* as described in previous section.

From 2010 to 2022, total population within the City grew at a compound annual growth rate ("CAGR") of approximately 2.6% annually, increasing over 40% from about 165,150 persons in 2010 to 231,800 persons in 2022. Approximately 33% of this population growth within the City occurred from 2020 to 2021. Although, the population within the County increased 29% from about 278,690 persons in 2010 to 358,700 persons in 2022, the County experienced a slightly lower CAGR than the City, at 2.0% from 2010 to 2022.

During this same time period, the overall capture of the City to the County's population steadily increased, as illustrated in the following table (see **Table 1**).

Table 1. Total Population Trends

	City	County	City Capture to County
2010	165,150	278,690	59%
2020	195,770	320,910	61%
2022 Est.	231,800	358,700	65%
CAGR	2.6%	2.0%	–

Sources: U.S. Census Bureau, American Community Survey (ACS); GAI Consultants.

AGE DISTRIBUTION

Age distribution is another important factor when examining market characteristic. Within the City, the median age is approximately 42 years old; this is marginally lower than the median age of nearly 44 years old observed within the County but consistent with the State of Florida's average of 43 years old.

In the City, approximately 62% of the population are between the ages of 15 and 64, which represents the typical *working-age* population. In comparison, about 59% of the County's population can be classified as in the *working-age* population. This indicates that the majority of the population within both the City and County is considered to be *working-age*. In addition, 23% of the population within the City are younger than 20, and 28% are 60 years or older. Whereas, the County has a slightly older population, with about 22% identified as younger than 20, and 31% aged 60 years or older, as illustrated in the **Table 2** below.

Table 2. Age Distribution

Age Distribution	City	County
0-19	23%	22%
20-29	12%	12%
30-39	12%	12%
40-49	12%	11%
50-59	13%	12%
60-69	13%	14%
70-79	10%	15%
80+	5%	5%
Median Age	42.2	44.4

Sources: U.S. Census Bureau, ACS; ESRI Business Analyst, GAI Consultants.

RACE AND ETHNICITY

Understanding the racial and ethnic make-up of an area can provide unique insight into its market characteristics. Within the City, approximately 57% of the population identifies as White, 19% as Black/African American, 2% as Asian, 14% as Two or More Races, and 7% as Other.

The racial composition within the County is similar to that of the City; with 48% White, 17% Black/African American, 1% Asian, 11% Two or More Races, and 6% as Other. The breakdown of the population by racial composition within the City compared to that of the County is represented in **Table 3** below.

Additionally, Hispanic origin is defined as an ethnicity, and therefore can be identified as any race. According to 2022 ESRI Estimates, 22% of the total population in the City are of Hispanic ethnicity. Similarly, approximately 17% of the total population within the County are of Hispanic ethnicity.

Table 3. Racial Composition

	City	County
Total Population	231,800	358,700
White	57%	48%
Black/African American	19%	17%
Asian	2%	1%
Two or More Races	14%	11%
Other Race	7%	6%

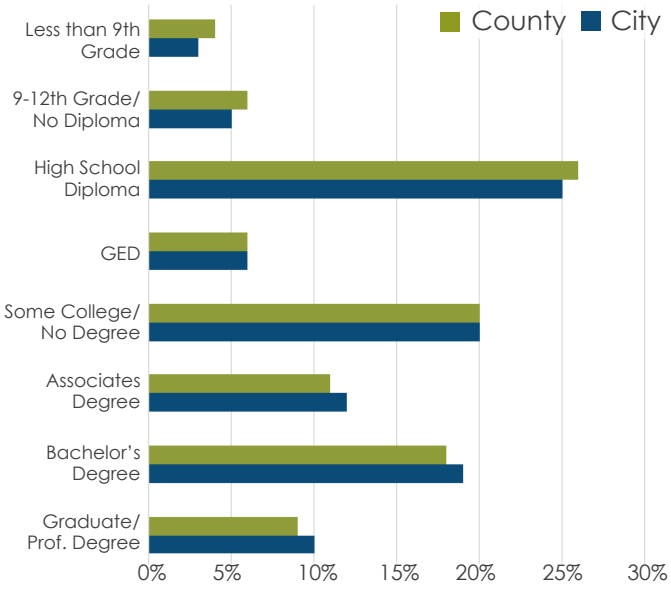
Sources: U.S. Census Bureau, ACS; ESRI Business Analyst, GAI Consultants.

ACADEMIC ACHIEVEMENT

Academic achievement refers to the level of schooling a person has successfully completed, and only accounts for those 25 years or older. Within the City, 92% of the population have obtained their high school diploma/GED or a more advanced degree, which is also observed at 90% within the County following these same metrics.

In addition, approximately 29% of the population within the City has a bachelor's degree or higher advanced degree, which is slightly higher compared to the 27% of the population observed within the County with a bachelor's degree or greater. Comparatively, when considering the population without a high school diploma/GED, about 8% of the total population in the City does not have a high school diploma/GED, which is slightly lower than the 10% observed within the County. The figure below illustrates the breakdown of academic achievement within the City and County (see **Figure 2**).

Figure 2. Academic Achievement



INCOME CHARACTERISTICS

Income is another important factor to consider when examining market characteristics as it can be a broad indicator of a household or individual's spending potential and their general ability to purchase a variety of goods and services within a specific marketplace. As of year-end 2022, median household income within the City is estimated to be about $71,030, which is notably higher than that of the County at $62,900. However, per capita incomes in the City at $33,720 are only marginally higher than that observed within the County at $32,690, as illustrated in the **Table 4.**

Table 4. Income Characteristics

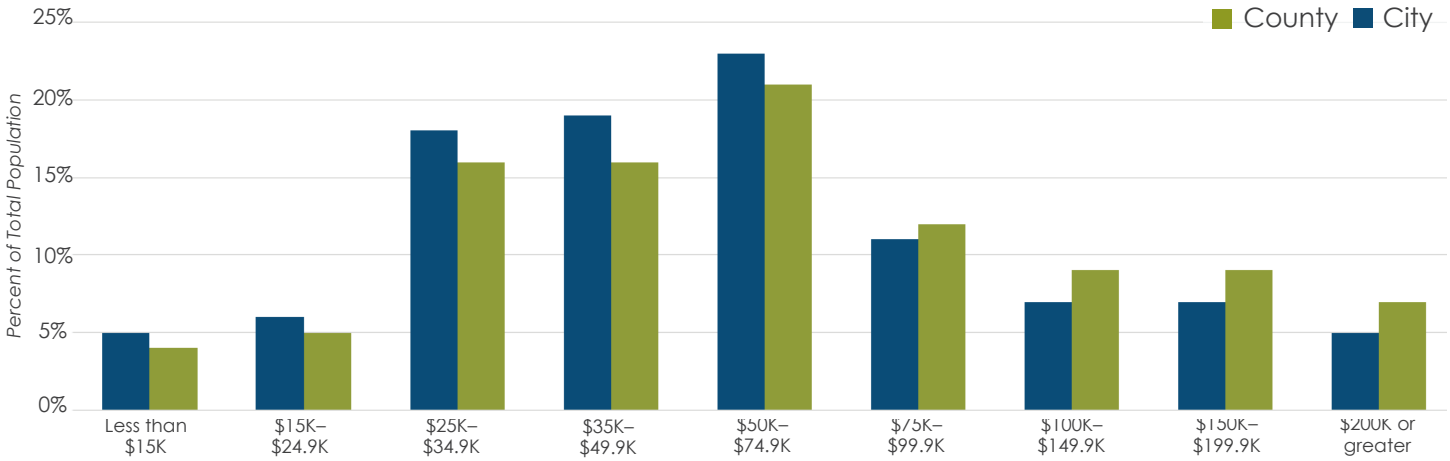
	City	County
Median Household	$71,030	$62,900
Average Household	$91,210	$84,160
Per Capita	$33,720	$32,690
Median Disposable	$58,240	$53,780

Sources: U.S. Census Bureau, ACS; ESRI Business Analyst, GAI Consultants.

Within the City, median disposable income is about $58,240, which is higher than that of the County at $53,780. From this income-related data, it can be inferred that the City comprises a population with greater incomes and spending potential compared to that of the County.

In addition, the largest concentration of household incomes are households with incomes of $50,000 to $74,999, which account for 23% and 21% in the City and County, respectively. **Figure 3** below illustrates the household income composition within the City and County as of year-end 2022 estimates.

Figure 3. Household Incomes



SECTION 2.2

EMPLOYMENT & BUSINESS ACTIVITY

A diverse workforce and industry base within a market area can be an indication of healthy economic conditions, as it enhances the variety of available employment and interested companies in an area. The components to employment to consider when analyzing the overall business and employment market include:

- Annual employment trends
- Jobs by industry sector
- Unemployment rate
- Employee inflow/outflow

ANNUAL EMPLOYMENT TRENDS

As of year-end 2022 estimates, there are 11,960 businesses within the County; approximately 52% or 6,250 businesses are located within the City. The total businesses within the County employ approximately 90,760 people; whereas, the total businesses within the City employ approximately 43,600 people, or 48% of the County's total employment.

From 2010 to 2022, total employment within the City and County experienced CAGRs of 5.2% and 2.9%, respectively. Since 2010, the City has experienced an increase of nearly 20,910 employees, capturing approximately 74% of the County's employment growth during this same time period. The capture of employment within the City to the County has progressively increased year-over-year, from 36% in 2010 to 48% in 2022, as illustrated in the following table (see **Table 5**).

Table 5. Total Employment Trends

	City	County	City Capture to County
2010	22,690	62,450	36%
2020	31,730	79,650	40%
2022 Est.	43,600	90,760	48%
CAGR	5.2%	2.9%	–

Sources: U.S. Census Bureau, LEHD OnTheMap Application; ESRI Business Analyst.

UNEMPLOYMENT RATE

As of year-end 2022 estimates, within the City, the unemployment rate—i.e., the total number of unemployed persons as a percentage of the Civilian Labor Force—is approximately 5%, which is comparable to the unemployment rate within the County at 4.8%. As more businesses are established within the City, subsequently creating more jobs, the unemployment rate should experience a decrease.

EMPLOYEE INFLOW/OUTFLOW

The most current employee inflow/outflow data provided by the Census is for year-end 2021. This data serves as an indication of the efficiency of the respective area's labor force. As of year-end 2021, there were 32,930 employees within the City. Of these employees, about 42% live within the City, while roughly 58% commute into the City from elsewhere to work (inflow). In addition, 66,470 workers live inside the City, but are employed elsewhere outside of the City (outflow). This condition results in a net outflow of 47,420 jobs from the City. Net job inflow (+)/outflow (-) indicates the area is a labor force provider.

Comparatively, there were 82,900 employees within the County as of year-end 2021. Of these employees, approximately 57% live within the County, while roughly 43% commute into the County from elsewhere to work (inflow). Additionally, 81,160 workers live inside the County, but are employed elsewhere outside (outflow). This condition results in a net outflow of approximately 45,710 jobs from the County.

JOBS BY INDUSTRY SECTOR

The most current employment sector data by the Census' North American Industry Classification System ("NAICS") is for year-end 2021. NAICS employment industry data for year-end 2021 indicates that Health Care and Social Assistance, Retail Trade, Accommodation and Food Services are the dominant industries within both the City and County. Combined, these three industries comprise approximately 50% and 39% of the total share of the employment within the City and County, respectively, as of year-end 2021. Professional employment includes the following industry sectors: Information; Finance and Insurance; Real Estate; Professional Services; Management of Companies; Administration, Support, and Waste Management; and Educational Services. The City's largely white collar, or professional work force, composes 24% of total employment within the City.

In addition, the County's professional work force composes 29% of the total employment within the County as of year-end 2021. **Table 6** below illustrates the breakdown of employment by NAICS' Industry Sector for year-end 2021.

Table 6. Jobs by NAICS Industry Sector, 2021

NAICS Industry	City	County
Agriculture & Mining	0%	1%
Construction	10%	8%
Manufacturing	3%	5%
Wholesale Trade	2%	3%
Retail Trade	18%	13%
Transportation & Utilities	2%	4%
Information	1%	1%
Finance & Insurance	3%	2%
Real Estate, Rental, & Leasing	2%	2%
Professional & Technical Services	5%	5%
Management of Companies	0%	0%
Administration & Support	10%	9%
Educational Services	2%	10%
Health Care & Social Assistance	19%	15%
Arts, Entertainment, & Recreation	2%	2%
Accommodation & Food Services	13%	10%
Other Services excluding Public Admin.	3%	4%
Public Administration	5%	6%
Total Employees	32,930	82,900

Source: U.S. Census Bureau, LEHD OnTheMap Application.

SECTION 2.3

RESIDENTIAL DEVELOPMENT ASSESSMENT

TOTAL HOUSING UNITS

Total housing units within the City are estimated to be about 90,760 units, which represents approximately 57% of the total housing units within the County, at 160,610 units, according to the 2022 Census.

Since 2010, total housing units within the City grew at a CAGR of approximately 2%, adding nearly 20,340 new units. Comparatively, the County has experienced a significantly lower CAGR at 1.2% since 2010. During this time, the City's capture of the County's total housing units has slowly increased, from 51% in 2010 to 57% as of 2022, as illustrated in **Table 7** below.

Table 7. Total Housing Unit Trends

	City	County	City Capture to County
2010	70,420	137,040	51%
2020	75,750	143,820	53%
2022 Est.	90,760	160,610	57%
CAGR	2.0%	1.2%	–

Sources: U.S. Census Bureau, American Community Survey (ACS); GAI Consultants.

RESIDENTIAL MARKET CHARACTERISTICS

As of year-end 2022 estimates, the total households within the City averaged approximately 2.7 persons per household, while the County has a slightly lower persons per households at 2.6. Additionally, the household tenure in both the City and County is predominantly owner-occupied at 81% and 77%, respectively, while the remaining is renter-occupied.

In addition, the percentage of vacant housing units within the City at 6% is significantly lower than that of the County at 11%, as of year-end 2022 estimates. This may be attributed to a greater permanent residential population occurring within the City rather than the County as a whole.

The average home values within the City at nearly $323,610 is marginally higher than the average home values observed in the County at $311,340, as of year-end 2022 estimates.

Comparatively, the average effective rental rate for multi-family residential units within the City was about $1,931 as of year-end 2022, marginally higher than the effective rental rate for multi-family residential units observed within the County at $1,726.

According to the County's Final 2022 Tax Roll, average market value per dwelling unit within the City was greater within single-family housing units, followed by condominiums and multi-family units. On average, residential properties within the City are achieving market values approximately 19% greater than those observed within the County.

RESIDENTIAL DEVELOPMENT ACTIVITY

According to the County's Final 2022 Tax Roll, approximately 22,120 residential dwelling units have been constructed in the City since 2010. Of the residential dwelling units constructed after 2010, single-family composed 93%, followed by multi-family with 7.1% of the total share. Zero condominiums and mobile homes have been constructed within the City since 2010.

In addition, approximately 26,044 residential dwelling units have been constructed in the County since 2010. Of the residential dwelling units constructed after 2010, single-family composed 93%, followed by multi-family with 6.7% of the total share. Condominiums and mobile homes composed 0.2% and 0.5%, respectively, of the total residential dwelling units within the County constructed after 2010. **Table 8** on the following page illustrates the construction activity by residential product-type within the City from 2010 to 2022.

City of Port St. Lucie | Photo Courtesy of World Atlas

Table 8. Residential Units by Year Built, City of Port St. Lucie

	Single-Family	Multi-Family	Condominiums	Mobile Homes[1]
Prior to 2010	64,200	1,422	2,606	939
2010	168	–	–	–
2011	157	–	–	–
2012	154	–	–	–
2013	327	–	–	–
2014	582	252	–	–
2015	639	–	–	–
2016	1,005	210	–	–
2017	1,359	–	–	–
2018	1,812	–	–	–
2019	2,699	304	–	–
2020	3,119	800	–	–
2021	3,880	–	–	–
2022	4,653	–	–	–
Total	**84,754**	**2,988**	**2,606**	**939**

Sources: St. Lucie County Final 2022 Tax Roll; St. Lucie County Property Appraiser; GAI Consultants.
Note: (1) Mobile Homes includes residential units classified as mobile homes and mobile home parks established prior to 2010.

SECTION 2.4

COMMERCIAL DEVELOPMENT ASSESSMENT

RETAIL MARKET CHARACTERISTICS

As of year-end 2022, the City had a total of 7.7 million square feet of retail space—achieving occupancy rates of 96.9%. The average rental rate per square foot experienced an increase of 4% since 2010, from $16.49 in 2010 to $17.14 as of year-end 2022. Additionally, occupancy rates experienced a nearly 0.5% increase during this same time frame from 92.8% in 2010 to 96.9% in 2022. Comparatively, the City composes 56% of the total retail space within the County at 13.8 million square feet. As of year-end 2022, total retail space within the County was achieving occupancy rates of 97% and an average effective rental rate of $17.94 per square foot. Since 2010, the City has added nearly 742,340 square feet of retail space, composing 12% of the total retail space added within the County during this same period at 6.1 million square feet.

OFFICE MARKET CHARACTERISTICS

As of year-end 2022, the City had a total of 3.9 million square feet of office space—achieving occupancy rates of 94.4%. The average rental rate per square foot experienced an increase of 24% since 2010, from $15.67 in 2010 to $19.35 as of year-end 2022. Additionally, occupancy rates experienced a nearly 12% increase during this same time frame from 84.5% in 2010 to 94.4% in 2022. Comparatively, the City composes 60% of the total office space within the County at 6.6 million square feet. As of year-end 2022, the office space within the County was achieving occupancy rates of 95.9% and an average rental rate of $21.87 per square foot. Since 2010, the City has added about 786,590 square feet of office space, composing 94% of the total office space added within the County during this same period at 835,030 square feet.

INDUSTRIAL/FLEX MARKET CHARACTERISTICS

As of year-end 2022, the City had a total of 5.9 million square feet of industrial/flex space—achieving occupancy rates of 96.1%. The average rental rate per square foot experienced an increase of 92% since 2010, from $6.66 in 2010 to $12.77 as of year-end 2022. Additionally, occupancy rates experienced an 18% increase during this same time frame from 81.2% in 2010 to 96.1% in 2022. Comparatively, the City composes 37% of the total industrial/flex space within the County at 15.9 million square feet. As of year-end 2022, the industrial/flex space within the County was achieving occupancy rates of 97.1% and an average rental rate of $10.11 per square foot. Since 2010, the City has added over 1.3 million square feet of industrial/flex space, composing 75% of the total industrial/flex space added within the County during this same period at 1.7 million square feet.

HOTEL MARKET CHARACTERISTICS

As of year-end 2022, the City had a total of 1,692 hotel rooms—achieving occupancy rates of 76.3%. The average daily rate ("ADR") per room experienced an increase of 66% since 2010, from $84.65 in 2010 to $140.67 as of year-end 2022. Additionally, occupancy rates experienced approximately a 54% increase during this same time frame from 49.5% in 2010 to 76.3% in 2022. Comparatively, the City composes 47% of the total hotel rooms within the County at 3,576 rooms. As of year-end 2022, hotels within the County were achieving occupancy rates of 71% and an ADR of $134.30 per room. Since 2010, the City has added nearly 82 hotel rooms, composing 57% of the total hotel rooms added within the County during this same period at 144 rooms.

The table below illustrates the commercial and non-residential development activity by property use within the City from 2010 to 2022 (see **Table 9**). To note, all commercial and non-residential market characteristics are sourced from the CoStar Group, an industry provider of commercial and non-residential real estate information and analytics.

Table 9. Commercial Development by Year Built, City of Port St. Lucie

	Retail	Office	Industrial/Flex	Hotel
Prior 2010	6,882,978	3,137,426	4,540,122	1,610
2010	63,602	32,194	8,200	–
2011	10,410	18,248	–	–
2012	–	76,873	101,000	–
2013	132,807	58,216	–	16
2014	26,585	11,355	–	–
2015	22,578	135,172	21,167	–
2016	92,248	–	10,599	–
2017	132,238	128,846	25,440	–
2018	159,327	88,653	129,800	–
2019	15,092	177,409	54,286	111
2020	16,931	50,820	412,692	–
2021	63,724	41,000	520,000	84
2022	70,400	–	32,795	52
Total	**7,688,920**	**3,956,212**	**5,856,101**	**1,692**

Sources: CoStar Group; GAI Consultants. Note: Reflected as total square feet for retail, office, and industrial/flex.

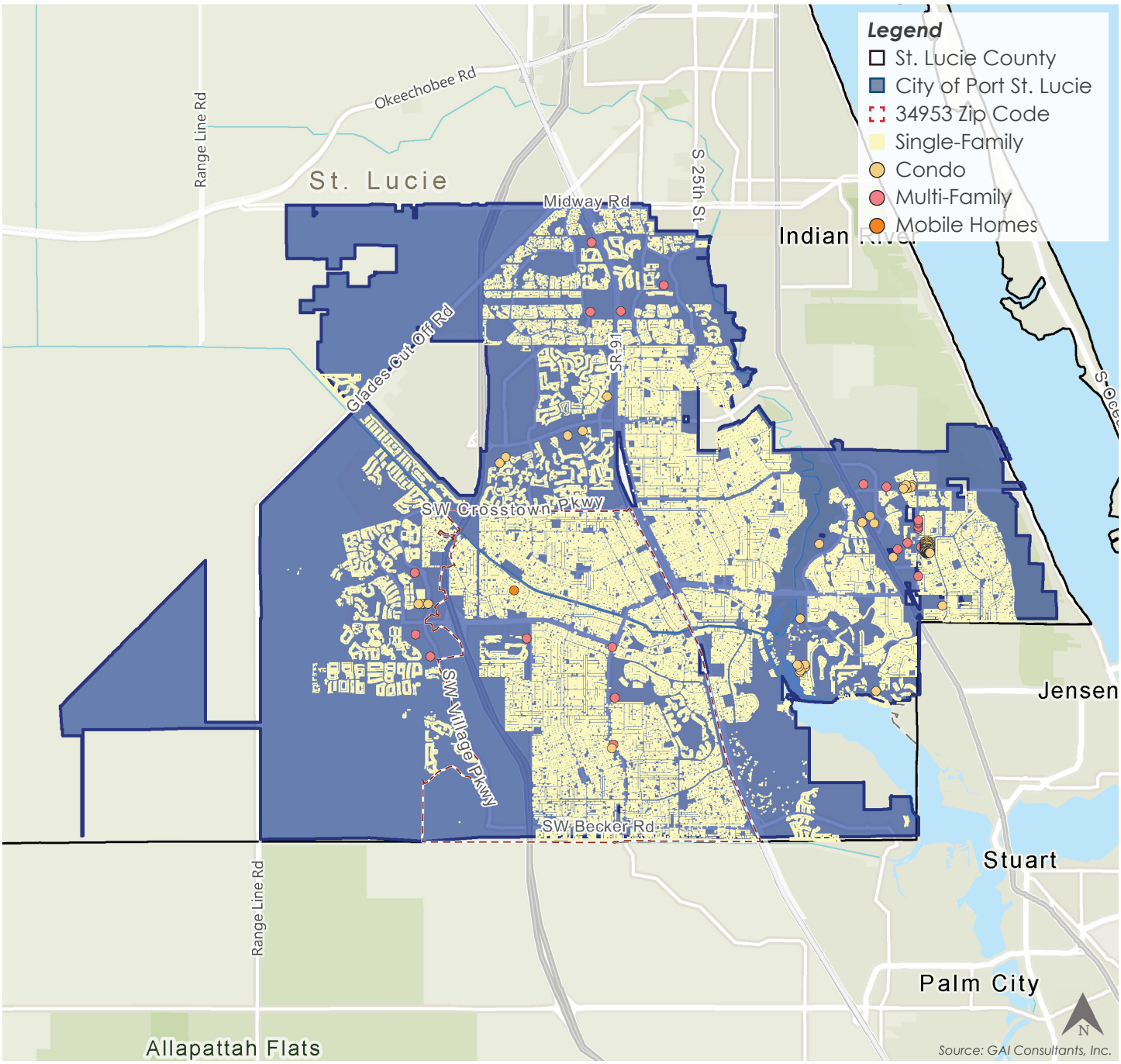
SECTION 2.5

CONCENTRATION OF DEVELOPMENT

CONCENTRATION OF RESIDENTIAL DEVELOPMENT

Since 2000, roughly 51% of the total residential parcels are located within the 34953 Zip Code, which can be found in the western portion of the City and situated between I-95 and the Florida Turnpike. The residential parcels within this Zip Code are predominately single-family, at 99.8%. The following figure illustrates the concentration of residential parcels by residential product-type within the County and City as of year-end 2022, according to the County's Final 2022 Tax Roll (see **Figure 4**).

FIGURE 4. CONCENTRATION OF RESIDENTIAL DEVELOPMENT

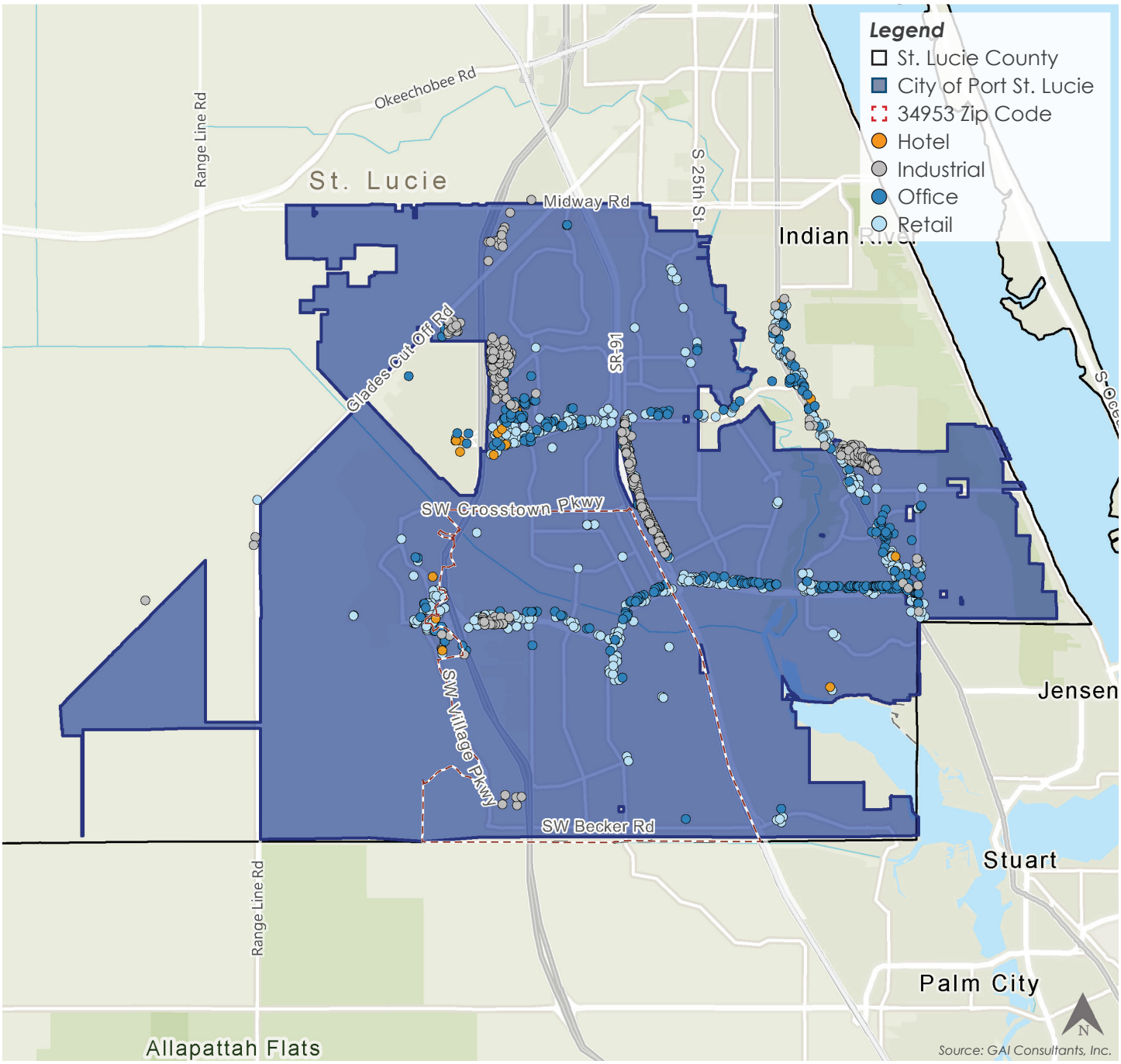


CONCENTRATION OF COMMERCIAL DEVELOPMENT

The majority of the commercial and non-residential development within the City has been constructed since 2000 along the major thoroughfares, specifically Florida's Turnpike, St. Lucie West Boulevard, and Port St. Lucie Boulevard, as illustrated in the map below.

Figure 5 below illustrates the concentration of commercial and non-residential properties by use within the County and City as of year-end 2022, according to the CoStar Group.

FIGURE 5. CONCENTRATION OF COMMERCIAL DEVELOPMENT



SECTION 2.6

MAJOR PLANNED DEVELOPMENTS

The City and County have been an attractive area for the development community in recent years especially as Florida became the fastest growing state in the country in 2022. More specifically, the southern and southwest portions of the County have been gaining interest from developers for sites both in and around the City.

A few of the major planned residential, commercial, or mixed-use developments and/or Planned Unit Developments ("PUD") which have been proposed within either the City or the County are detailed along the subsequent pages. With three (3) of the major planned residential, commercial, or mixed-use developments and/or PUDs (i.e., Neil Farm Estates, Rainbow Groves, and Oak Ridge Ranches), described below being within the Study Area and located contiguous to the City's western municipal boundaries.

Given the City's well-established utility, transportation, and other related infrastructure which is lacking in the unincorporated portions of the southwestern County, it is not surprising that many of the major planned residential, commercial, or mixed-use developments and/or PUD described are in areas of the unincorporated County that are served by either Port St. Lucie or Ft. Pierce municipal utilities. The map on the following page illustrates the location of the major planned developments listed below relative to the City's existing municipal boundaries (see **Figure 6**).

Creekside, PUD (Map ID #1)

Creekside PUD is slated to be a 179-acre residential development that was originally proposed by the home builder D.R. Horton on the southern portion of State Road 70. Initial platting of the Creekside PUD was first requested in November of 2022, and is set to feature 443 single-family homes, 337 townhomes, and 5.5 acres commercial activities and other amenities. As of November 2023, the project is still pending a mining permit to excavate and transport over 900,000 cubic yards of surplus material, or the equivalent of 45,000 dump truck loads. Locals of Creekside are opposed to the project due to environmental and traffic concerns.

Freeman Port Pierce, PUD (Map ID #2)

As of February 2024, the Freeman Planned Unit Development (PUD) on 96.32 acres in St. Lucie County has advanced through critical planning phases and was initially proposed for a 95-unit residential subdivision. The project has sought rezoning and preliminary site plan approval, with a key meeting held with the St. Lucie County Planning and Zoning Commission on March 16, 2023. Despite the lack of publicly disclosed information on architects and contractors, the project, with an estimated value of $38 million, was slated to start construction in November 2023 following its proposal submission in October 2021.

Indrio Groves, PUD (Map ID #3)

Indrio Groves, a proposed residential project proposed for St. Lucie County, aims to transform 792 acres into a large single-family community just east of I-95 along Indrio Road. With a re-submittal on August 15, 2022, the project seeks to rezone to the PUD district within the TVC overlay, with an emphasis on environmental consciousness and community-focused development. The project is set to incorporate affordable workforce housing while promoting internal circulation to reduce traffic impact.

Indrio Woods, PUD (Map ID #4)

Indrio Woods, a proposed Planned Unit Development (PUD), is centered on a 32.4-acre residential site which is undergoing rezoning to align with the Towns, Villages, and Countryside (TVC) land use and zoning compatibility. Submitted on November 29, 2022, the application outlines the potential to achieve a maximum density of 9 dwelling units per acre as permitted. Currently in its fifth re-submittal, the project has undergone multiple review by the county's planning and zoning committee.

Neill Farms Estates (Sana Vita) (Map ID #5)

Neill Farms Estates is a Residential Urban (RU) master planned community that has recently petitioned to be rezoned from AG-5, featuring 420.96-acres within the Study Area. Located along Range Line Road, the property sits in-between the proposed Palermo Estates and the already existing Treasure Coast Airpark neighborhood. Current allowance requests

are for up to 5 units per acre, with a maximum potential build out of 2,105 dwelling units to be completed by 2045. Its current developer GT USA suggests that the project may be ultimately titled 'Sana Vita'.

Oak Ridge Ranches (Map ID #6)

Oak Ridge Ranches, currently owned by Kolter Land, is a 3,250-acre planned project currently undergoing land use and zoning approval from the County. The project is estimated to feature 8,600 single-family homes, 2,000 multi-family units, and up to 650,000 square feet of commercial, as well as additional amenities such as schools and parks for residents. The property has received significant push back from local residents as well as the City of Port Saint Lucie's Planning and Zoning Commission, who claim that the construction of the project will disrupt the rural lifestyle and congest traffic in the region. This has led to substantial revisions to the original plan, and now ensures that a minimum of at least 80,000 square feet of commercial space will be included on the site. The most recent application for the project was submitted in February 2024. Current projections claim that the master-planned community could house up to 25,189 residents.

Palermo Estates, PUD (Map ID #7)

The Palermo Estates PUD (OMBU Ranch Range Line) is a proposed residential development located on the west side of Range Line Road between southwest Discovery Way and Glades Cut-Off Road. Situated across 235.1-acres, the project proposes a total of 705 dwelling units, split between 515 single-family homes and 190 low-rise multi-family units. Current projections provided by the developer indicate a final build-out year of 2032.

Pineapple Grove, PUD (Map ID #8)

Pineapple Grove is a PUD and rezoning project spanning 200.45 acres, designed as a single-family residential community with an array of amenities and associated site improvements set to be executed in phases. The proposal for this residential initiative was submitted on December 13, 2021. As it undergoes its third re-submittal, the resolution on Pine Grove has remained pending.

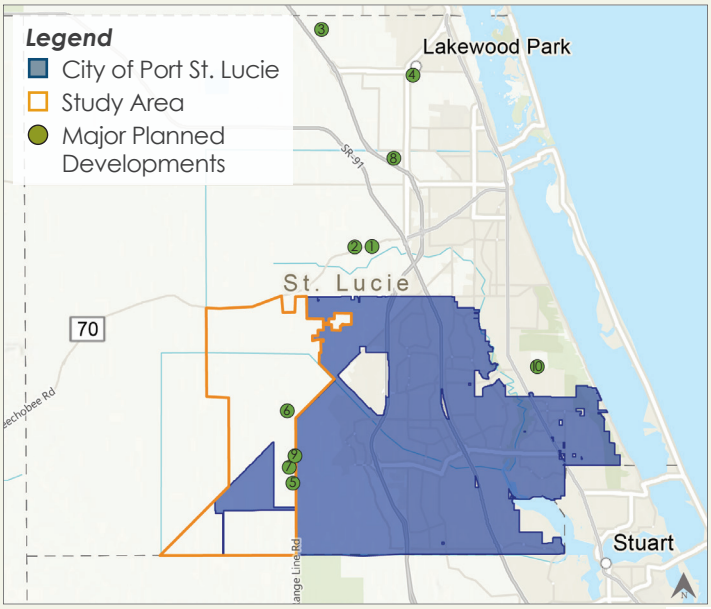
Rainbow Groves (Map ID #9)

Currently a historical ranching property, Rainbow Groves is a 245.27-acre property along Range Line Road that has recently had its zoning changed from agricultural to mixed-use development (MXD) by the County's Planning and Zoning Commission. McCarty & Associates, the current principle planners for the project, envision the property being converted into a massive industrial complex with connections to Florida's seaport and airport infrastructure via a rail line spur off of the Florida East Coast Railway. Although no definitive plans are available to the public at the moment, current narrative includes a combination of heavy industrial, light industrial, and light industrial/commercial land uses, developed in accordance with a Planned Non-Residential Development (PNRD) agreement.

Silver Oaks, PUD (Map ID #10)

The Silver Oaks PUD is a residential project proposed by the Kolter Group, which proposes the platting 127-acre woodland property. First submitted in February of 2023, the project will feature a total of 316 dwelling units, 82 of while would be single-family and the remaining 234 units would be multi-family units. Construction would be split into three phases, with the multi-family lots being completed in the second and third phases. The current submission is still pending review by the County.

Figure 6. Major Planned Developments



SECTION 03.

HISTORY & BACKGROUND

03

SECTION 3.1

HISTORY OF PORT ST. LUCIE

Florida has long beckoned to retirees seeking to spend their golden years in the Sunshine State, but for many the dream of owning a home here was financially impossible. That changed in the 1950s, when what has now become known as the "installment land sales industry" appeared seemingly out of nowhere offering billions of dollars of Florida residential property, sight unseen, to out of state retirees.

For only $10 down and $10 a month, working-class pensioners could buy a piece of the Sunshine State, a graded home site that would be waiting for them in sprawling exurban communities, which typically had no defined downtown, little industry, and combined boasted millions of residential lots. These communities allowed out-of-state retirees to move to Florida cheaply, but at a price—high-pressure sales tactics often led to fraud, weak urban planning led to sprawl, lack of regulatory oversight led to cleared forests, drained wetlands, and thousands of miles of roads built in grid-like subdivisions. The result was places like Cape Coral, Deltona, Port Charlotte, Palm Coast, Port St. John, North Port, Spring Hill, Port LaBelle, and Port St. Lucie. In 1958, General Development Corp., the largest land development company in Florida at the time, bought land between Fort Pierce and Stuart and platted 80,000 lots in a community known as Port St. Lucie. By 1961 250 homes had been built in the River Park area, however when General Development Corp. petitioned the State to incorporate the community, then known as Port. St. Lucie, into a City the residents of the River Park area were resistant to incorporating.

Officially incorporated as the City of Port St. Lucie on April 26, 1961, it was a City without residents as the River Park area was not included in the newly incorporated City and today the River Park area remains outside of the incorporated municipal boundaries of the City of Port St. Lucie. Since incorporation, Port. St. Lucie has grown to be the third most populous city in South Florida, after Miami and Hialeah, and the seventh most populous city in Florida based on 2022 estimates.

SECTION 3.2

RELATIONSHIP WITH THE COUNTY

The City and County have competing perspectives centered on the adequacy of growth management controls and cost burdens of development activity generally. Under such circumstances, achieving balance between the priorities of the County and the City has been challenging even when situations have yielded some mutually beneficial accommodations. Over the last few years in particular, the County has, at least preliminarily, authorized proposals for development(s) just outside the City's municipal boundaries, without clear acknowledgment of issues related to the flow of traffic into and through the City, as well as use of facilities intended for, and entirely funded by, property and business owners within the City.

These spillover effects experienced by the City's residents and businesses are not unexpected. Given the significant concentration of people living or working within the City, these effects may be more pronounced since there are fewer and much smaller areas elsewhere in the County competing for population or providing services. Traffic and roadway deficiencies within the City spurred by such development outside the City's municipal boundaries are typically the most visible issues, but there are also environmental and sustainability concerns. Specific to those points, there is some debate on the timing and adequacy of the utility infrastructure intended to address the scale of proposed development(s) being considered by the County at the City's edge.

While the County allows package plants or other on-site utility options, these are rarely deemed desirable, performing as substitutes for more environmentally sustainable, sophisticated and integrated system. While on-site alternatives may function adequately for the short term, they are not intended for major concentrations of development long term. Thus far, the common response has been for proposed projects and developments to request connection to and service from the City's utility system. Historically, the City has entertained such requests, a decision partly justified by state law which allows surcharges to be levied against municipal water, electric, or sewer customers located outside of a municipal boundary. For its part, the County has indicated in their evaluations of development proposals at the City edge that it will expand its own utility systems, though the timeframe and budget for such extension may not be sufficient to satisfy the increasing growth interests driving a more aggressive development pace.

By most standards, the preferred solution to accommodating development would be services secured from the City's legacy water and wastewater system operating at significantly higher level of performance when compared to on-site systems. That preference is what the Consultant Team understands to be the normal circumstance.

If annexation agreements are not fully settled at the outset, such agreements become prohibitive once a project is then fully developed and connected to utilities. At that point, such projects and their residents have reasonable access to other City facilities that are not being funded by the project within which they reside. As these edge locations become increasingly active and densely settled, they have an increased likelihood of spillover effects beyond the financial operations of the utility system. While the materiality of the spillover is a reasonable concern, the implications may not be given adequate attention by the County. Once a neighborhood is established, it becomes increasingly more difficult to annex. While the materiality of the spillover is a reasonable concern, the implications are seemingly less of a concern or priority of the County.

This is specifically evident based on the County's evaluation of Oak Ridge Ranches, a major planned development within the Study Area which is described in the previous section. As documented on pages 12–14 of the County's Planning Division Memorandum ("Memorandum") dated November 23, 2022, which was presented at the December 6, 2022 County Commission Meeting as part of the transmittal hearing for the Oak Ridge Ranches large scale Comprehensive Plan future land use map amendment, the County allocated $34,200,000 to expand water and wastewater lines, and to construct water/wastewater plants. However, beyond reference to funding allocation for a portion of the necessary funds to construct the above referenced water treatment plants within the County's 5-year capital improvement program, no timeline is offered in the Memorandum for planning, design, construction, or operational condition of the County's described $34,200,000 utility expansion. However, page 14 of the Memorandum references the location of Oak Ridge Ranches as being,

> *…adjacent to the planned water and wastewater connections, adjacent to the ongoing growth areas noted in western Port St. Lucie and extending into the unincorporated St. Lucie County, where public facilities and services including, but not limited to, central water and sewer capacity and roads, are already in place or in the planning stage.*

SECTION 3.3
SERVICE LEVELS

The City promotes a higher level of service for most of its activities or facilities including appearance standards, parks, and public safety. Circumstances and proximity naturally induce non-residents to use these services as a rational response to employment options, location generally, convenience, and desirability. In some cases, there may not even be comparable County funded or financed services available to non-residents. To the extent that these services are accessed by non-residents, even for the briefest of periods, they are subsidized by the City.

SECTION 3.4

PERCEPTIONS

There is at least some perception that the fiscal relationship between the City and County is not as balanced as it could or should be. The fiscal relationship does not seem to acknowledge the apparent cost burdens carried by City's residents, property owners, and businesses, largely to the benefit of the County. While this might occur in almost any part of the State, the share of residents and businesses within a single jurisdiction relative to the County population and work locations gives this observation greater significance here where a single incorporated place, the City of Port St. Lucie, accounts for approximately 65% of the total population of St. Lucie County.

Much attention is focused on traffic and transportation issues but, to emphasize, there are other concerns centered on non-transportation services or facilities provided strictly through the City's leadership and financial resources. While there may not be full consensus on specific strategies to address these particular or related problems, there seems to be agreement that more sophisticated analysis, tools, and objective advice must become a formal part of the City's planning and regulatory processes when it comes to evaluating potential annexation of new planned or near-term development.

Port St. Lucie Historic Land Sale Flyer | Swamp Peddlers by Jason Vuic

LIFE IN PORT ST. LUCIE, FLORIDA

Start Now to Own Your Own Choice Land on Florida's Famous East Coast

Look at the people on these pages, enjoying the happy, relaxed, fun-filled life folks of all ages find in Port St. Lucie. And decide to start, right now, to prepare the way for your own wonderful future in this sub-tropical paradise.

Port St. Lucie is a fine, carefully planned, progressive community — built in a setting of great natural beauty. The land is high and dry — studded with stately pines. The lovely St. Lucie River which winds through the property, is one of the most picturesque in all Florida. And as you drive through the countryside, you will marvel at the beauty of the green and gold citrus groves and savor the sweet scent of fragrant orange blossoms.

The climate is delightful — warmed in winter and cooled in summer by prevailing trade winds from the Atlantic Ocean. Here, you can enjoy your favorite outdoor sport — raise tropical fruits, vegetables, and gorgeous, exotic flowers throughout the year.

And the location is ideal, on the fast-growing East Coast, famous for its millionaires' mansions and luxury resort hotels.

BIG 80' x 125' HOMESITES

$10 DOWN—$10 A MONTH SALE PRICE $995

Yet, thanks to the famous Mackie Plan, you can buy your own choice piece of property in Port St. Lucie — enjoy all the conveniences and advantages of Florida's East Coast — for money you'll hardly even miss. Just $10 down and $10 a month buys a big, well-located homesite.

Why not start, right now, to own your own "place in the sun" in Port St. Lucie?

All you do is fill out the coupon below and mail with a $10 deposit. As soon as your deposit is received, you will be sent a contract, and a map showing the exact location of your property. Then pay only $10 a month, which includes 5% interest, until your contract is completed.

But don't put it off. Act now! *Prices subject to change without notice.*

YOUR GUARANTEE

BOATING — Miles of friendly waters to explore — wonderful boating on the St. Lucie River, Intracoastal Waterway, Atlantic Ocean, and on the Cross State Canal to Florida's West Coast.

SECTION **04.**

STUDY AREA

04

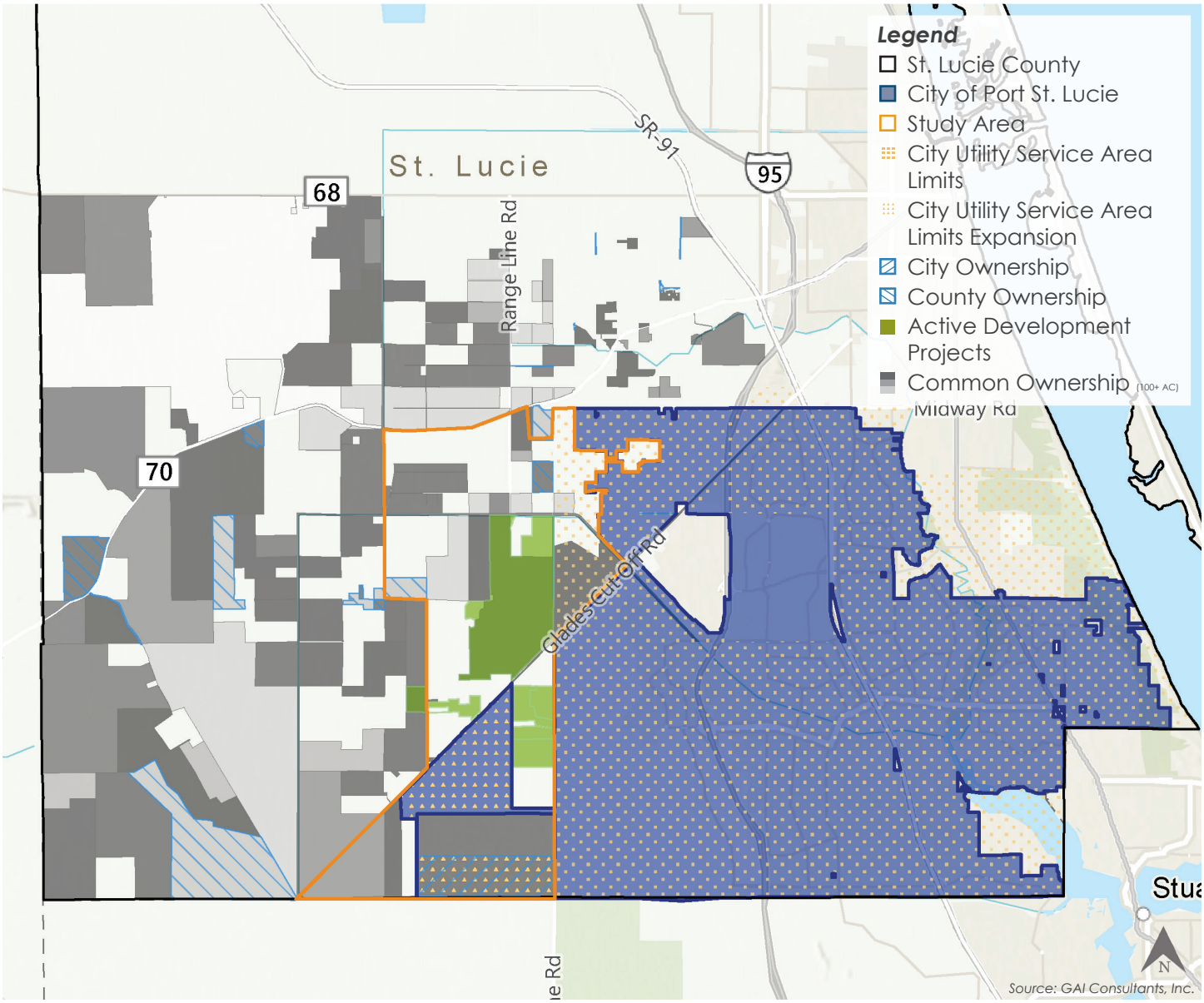
SECTION 4.1

DEFINITION OF THE STUDY AREA

The defined Study Area, generally located west of the City's existing municipal boundary, is comprised of roughly 30,900 acres which includes approximately 5,100 acres in government ownership restricted for preservation only. The map below illustrates the Study Area as it relates to the City and the broader County (see **Figure 7**). Other portions of the Study Area are currently improved and operational reducing their likelihood for redevelopment, these include properties developed with light and heavy industrial uses as well as developed residential lots and properties. A significant portion of the Study Area acreage is currently utilized for agricultural purposes, primarily as "Grazing Land", which may be well suited for development/redevelopment due to the minimal improvement to the land.

The Study Area, as defined, reflects existing physical constraints created by major roads, currently planned roads, rail lines, canals, and assembled land ownership, and contains adequate lands for future growth or expansion responsibly while also addressing the specific physical considerations and the identified areas of particular interest to the City and County.

Figure 7. Study Area Boundary Map



Based upon the Study Area's existing land use characteristics three scenarios (Low, Moderate, High) of potential development capacity of the Study Area were created. This range for potential development capacity of the Study Area is instructive in determining the total housing units, population, and employment which might reasonably occur within the Study Area at some point in the future.

- ***High Scenario:*** assumes roughly 23,900 acres of the Study Area are suitable for development/redevelopment, excluding only existing single-family residential development and government owned lands.
- ***Moderate Scenario:*** assumes roughly 22,980 acres of the Study Area are suitable for development/redevelopment, excluding the land use types which were excluded in the High Scenario as well as all existing residential development (multi-family, mobile homes, etc.), existing industrial use properties (light manufacturing, heavy industrial, and warehousing/distribution), and other non-agricultural use lands (roads, channels, submerged lands, etc.).
- ***Low Scenario:*** assumes roughly 18,340 acres of the Study Area are suitable for development/redevelopment, excluding most land use types and only including vacant residential, vacant industrial, agricultural grazing land, non-agricultural acreage, and centrally assessed lands as suitable for development/redevelopment.

The most recent Traffic Analysis Zone ("TAZ") data indicates that by 2045 the Study Area is projected to contain approximately 10,250 housing units with a total population of approximately 25,600 and reach a total of approximately 1,050 employees. The 2045 TAZ projections equate to roughly 0.37 housing units per acre, 0.92 population per acre, and 0.037 employment per acre. Given the limited amount of development activity that has been fully approved within the Study Area, the 2045 TAZ projections do not seem unreasonable. However, based upon proposed developments being considered by the County within the Study Area and development programs being achieved elsewhere within the region, it is also appropriate to consider densities and intensities that might be achieved within the Study Area regardless of timeframe or status of proposals/ applications for such development programs.

Therefore, ascertaining potential population, housing units, and employment which might be achieved within the Study Area relied upon aggregated data for larger Development of Regional Impact ("DRI") project development programs within the region, the City as a whole, and cities similar in total area to the Study Area. The DRI programs are comprised of a total of 18 DRI projects and include the cluster of DRI projects in the City located just west of I-95, and the cities similar in total area to the Study Area include Melbourne, Palm Beach Gardens, St. Petersburg, West Palm Beach. Using the scenarios and aggregated datasets described **Table 10** below depicts potential total housing units, population, and employment which might reasonably occur within the Study Area at some point in the future.

Table 10. Projected Study Area

	Population	Housing Units	Employ-ment
High	90,080	44,050	27,640
Moderate	86,560	42,320	26,560
Low	69,090	33,780	21,200

Source: GAI Consultants.

LAND OWNERSHIP PATTERNS

Within the developable land in the Study Area, the largest landowner with plans for development is *Oak Ridge Ranches LLC*, a subsidiary of Kolter Homes, with a total of 16 parcels and 3,257-acres of land. This property is currently slated to include 8,600 single-family homes, 2,000 multi-family units, and up to 650,000 square feet of commercial area. Other notable landowners planning for development within the developable lands of the Study Area include the *GT USA* and *OMBU Ranch Line LLC*. The second largest project underway is 'Sana Vita', which is a new residential master-planned community presented by *GT USA*, covering 421-acres and is locally known as Neill Farms. *OMBU Ranch Line LLC* recently submitted an application to rezone their 236-acre property, also known as Palermo Estates, from its current agricultural zoning to a PUD, as previously identified in the Section 2.6.

Most of the largest property owners within the Study Area are agricultural companies, which have no plans to develop their current properties but could potentially be willing to sell to potential developers if financially advantageous to their individual situation. Some of the largest landowners include Ru-Mar Inc, Southern Fruit Groves Ltd, Evans Properties Inc, and Milk Maid Inc with 1,853-acres, 1,440-acres, 1,418 acres, and 1,360-acres, respectively, as illustrated in **Table 11** below. All four of these landowners are agriculture operations, ranging from cattle ranching, orchards, and traditional crop farming.

Table 11. Land Ownership Patterns

Owner	Parcel Count	Total Area (Acres)
Oak Ridge Ranches LLC	16	3,257
Ru-Mar Inc	3	1,853
Southern Fruit Groves LTD	3	1,440
Evans Properties Inc	4	1,418
St. Lucie Milkmaid Inc.	5	1,360
GT Homes Port St. Lucie	2	421
OMBU Ranch Line Ridge LLC	6	236

Sources: St. Lucie County Final 2022 Tax Roll; GAI Consultants.

LAND USES

The composition and acreage of the Study Area examined as part of this Study, focused on Department of Revenue ("DOR") Land Use Codes, as well as the County's future land use ("FLU") and zoning designations. The Study Area encompasses a total of 30,898 acres, within which 75% is identified as developable land, amounting to 22,981 acres. This Study breaks down the land by total acres per land use, providing insights into the area's composition which is further divided into developable and non-developable land uses (see **Table 12**).

The largest DOR category designation within the entire Study Area—including developable and non-developable land—is agricultural, composing 80% of the Study Area. Governmental and residential property uses compose 10% and 4%, respectively, of the total acreage within the Study Area. Within the developable portion of the Study Area, about 97% represents agricultural uses including orchard groves, improved agricultural, and farming. The remaining 3% of developable acreage is predominantly residential and miscellaneous property uses.

Within the non-developable portion of the Study Area, composition of DOR designations is more varied across the property use types. The largest DOR category is government land with 39% of the non-developable acreage. A majority of this government land is held within the McCarty Ranch Preserve. Agriculture is the second largest use with the non-developable portion of the Study Area with 29% of the total share, although this acreage is entirely made up of a single 2,254-acre parcel that is designated for livestock grazing and is owned by the City and leased to *CMD Cattle*. The remaining non-developable acreage within the Study Area is divided across miscellaneous, residential, industrial property use designations.

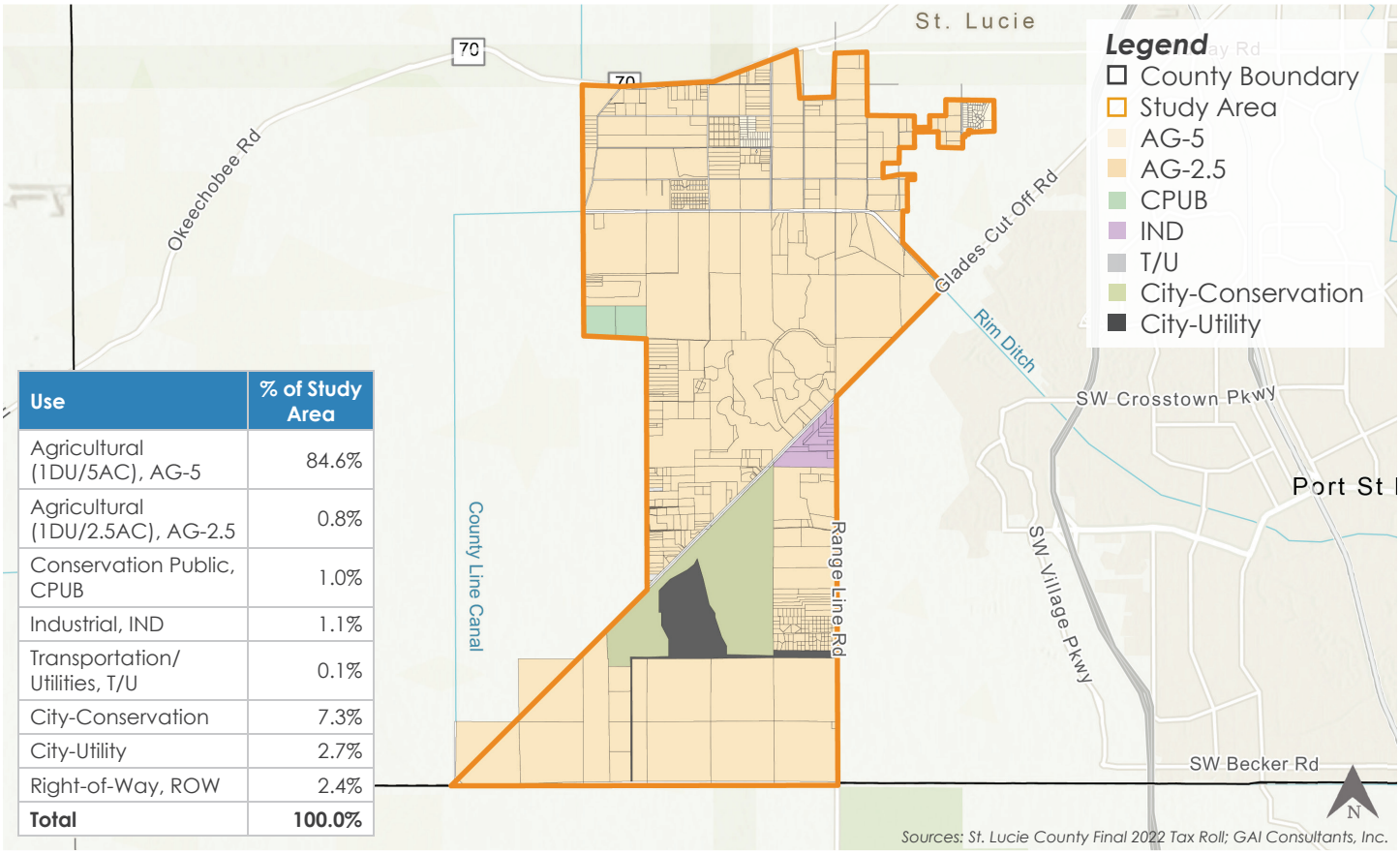
The FLU and zoning are fairly similar within the Study Area—the largest category is AG-5 which refers to agricultural properties of at least 5-acres, which accounts for approximately 84% of the acreage for both FLU and zoning. The second largest category within the Study Area is City Zoning which accounts for 10% of the total land area, and is divided across conservation lands and utilities. Right-of-Way ("ROW") and public conservation (CPUB) make up the remaining FLU and zoning acreage within the Study Area. The figures on the following page illustrate the FLU and zoning designations within the Study Area (see **Figures 8–9**).

Table 12. Land Use Inventory (Acreage)

Use	Study Area	% of Study Area	City	% of City	County	% of County
Residential	234	1.0%	8,049	30.9%	15,025	6.4%
Industrial	10	0.0%	546	2.1%	2,287	1.0%
Agricultural	22,377	97.4%	15,673	60.1%	206,632	87.4%
Miscellaneous	360	1.6%	1,802	6.9%	12,608	5.3%
Total	**22,981**	**100.0%**	**26,069**	**100.0%**	**236,552**	**100.0%**

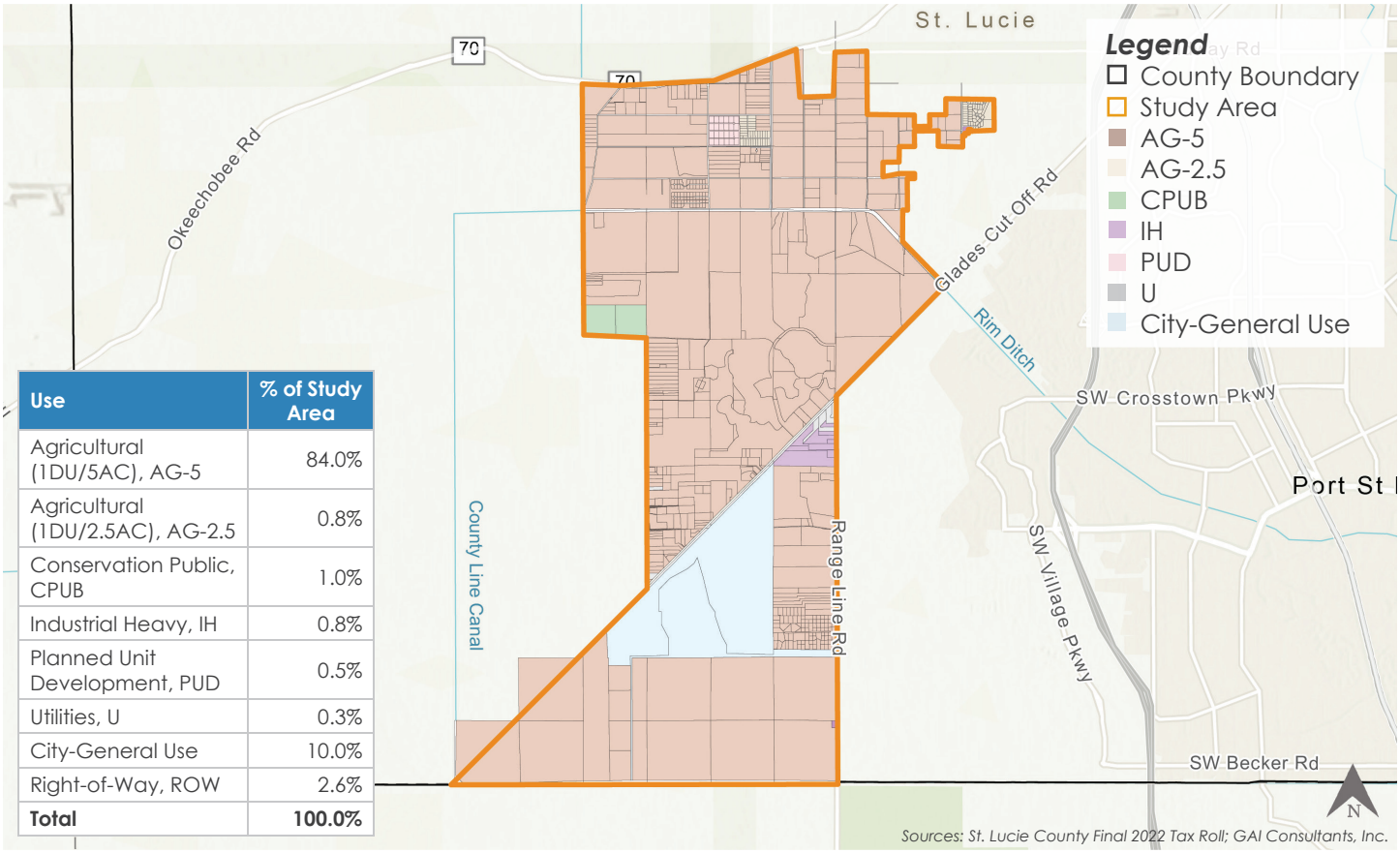
Sources: St. Lucie County Final 2022 Tax Roll; GAI Consultants.

Figure 8. Future Land Use Map, Study Area



Use	% of Study Area
Agricultural (1DU/5AC), AG-5	84.6%
Agricultural (1DU/2.5AC), AG-2.5	0.8%
Conservation Public, CPUB	1.0%
Industrial, IND	1.1%
Transportation/ Utilities, T/U	0.1%
City-Conservation	7.3%
City-Utility	2.7%
Right-of-Way, ROW	2.4%
Total	**100.0%**

Figure 9. Zoning Map, Study Area



Use	% of Study Area
Agricultural (1DU/5AC), AG-5	84.0%
Agricultural (1DU/2.5AC), AG-2.5	0.8%
Conservation Public, CPUB	1.0%
Industrial Heavy, IH	0.8%
Planned Unit Development, PUD	0.5%
Utilities, U	0.3%
City-General Use	10.0%
Right-of-Way, ROW	2.6%
Total	**100.0%**

SECTION 4.2

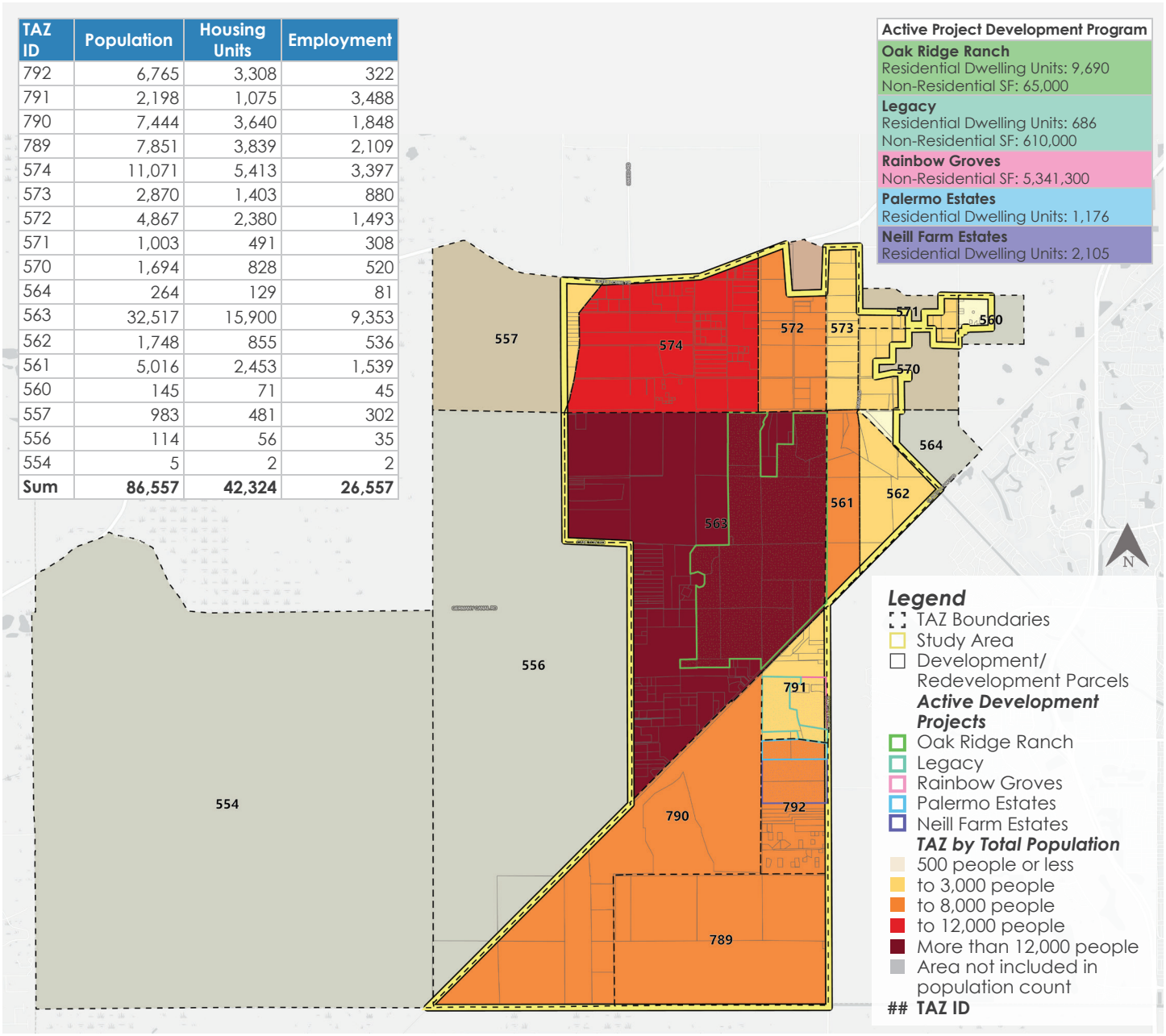
TRAFFIC IMPLICATIONS

To fully understand the potential fiscal impacts, which will be examined in detail in a subsequent section of this Study, that the City might absorb from unincorporated development on its edge, it was necessary to model potential roadway and traffic impacts on major roadways given that transportation related items are almost certainly the most expensive and fiscally strained. Therefore, a travel demand model was prepared for comparison of the 2045 Cost Feasible Plan ("2045 Plan"), adopted by the St. Lucie TPO, roadway network within the City to identify transportation deficiencies caused by potential occurrence of the *moderate* scenario within the Study Area, which anticipates approximately 42,320 new housing units and approximately 26,560 new jobs within the Study Area (see **Figure 10**).

The 2045 Plan network implicitly acknowledges parts or exiting deficiencies and identifies a strategy to address those needs. As a result, those current conditions are not addressed as a part of this forward looking Study.

Figure 10. Study Area *Moderate* Scenario by Traffic Analysis Zone ("TAZ")

TAZ ID	Population	Housing Units	Employment
792	6,765	3,308	322
791	2,198	1,075	3,488
790	7,444	3,640	1,848
789	7,851	3,839	2,109
574	11,071	5,413	3,397
573	2,870	1,403	880
572	4,867	2,380	1,493
571	1,003	491	308
570	1,694	828	520
564	264	129	81
563	32,517	15,900	9,353
562	1,748	855	536
561	5,016	2,453	1,539
560	145	71	45
557	983	481	302
556	114	56	35
554	5	2	2
Sum	**86,557**	**42,324**	**26,557**



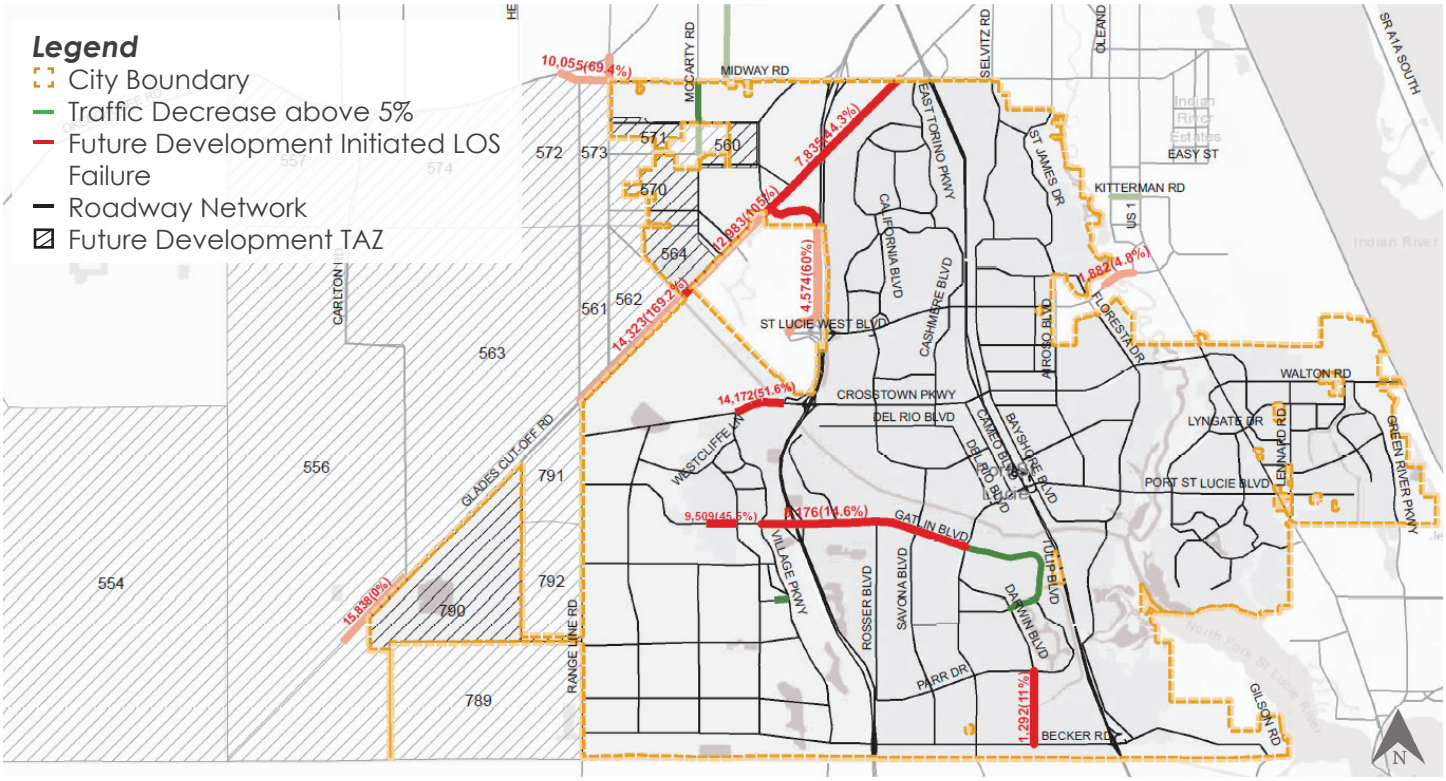
The travel demand model comparison resulted in the identification of roadways with a projected level of service deficiency due to development associated with the *moderate* development scenario occurring within the Study Area. The deficient roadway segments stemming from estimates of future growth within the Study Area are summarized in **Table 13** and illustrated in **Figure 11** below.

Table 13. Deficient Roadway Segments Stemming from Estimates of Future Growth within the Study Area

Roadway Segment	From	To
1. Commerce Center Dr	St Lucie West Blvd	Glades Cut-Off Rd
2. Darwin Blvd	Becker Rd	Paar Dr
3. Gatlin Blvd	W OF I-95	E OF I-95
	E OF I-95	Savage Blvd
	Savage Blvd	Rosser Blvd
	Rosser Blvd	Savona Blvd
	Savona Blvd	Port St Lucie Blvd
4. Tradition Pkwy	Town Park Ave	SW Community Blvd
	Village Pkwy	W of I-95
5. Crosstown Pkwy	Village Pkwy	Publix
6. Glades Cut-Off Rd	Commerce Center Dr	Midway Rd
	Carlton Rd	0.5 Mile SW
	Range Line Rd	Reserve Blvd
	Reserve Blvd	Commerce Center Dr
7. Graham Rd	Kings Hwy	Jenkins Rd
8. Midway Rd	Okeechobee Rd	Shinn Rd
9. Okeechobee Rd	McNeil Rd	Virginia Ave
10. Prima Vista Blvd	Naranja Ave	Rio Mar Dr
11. Shinn Rd	Midway Rd	Okeechobee Rd
12. U.S. Highway-1	St Lucie Blvd	25TH St
	25TH St	Indrio Rd

Source: Kittelson & Associates, Inc. Note: Shaded roadway segments represent City-owned streets (Segments 1–5), all other segments are owned by the County, Florida Department of Transportation (FDOT), or are located outside the City's municipal boundaries.

Figure 11. Roadway Deficiencies Stemming from Estimates of Future Growth within the Study Area



Source: Kittelson & Associates, Inc. Note: Traffic Volume Change (V/C Change Percentage).

ROADWAY DEFICIENT COST EVALUATION

Going into the future, there are a number of methods to address the above-described deficiencies stemming from the estimates of future growth within the Study Area associated with the Moderate Scenario, including: roadway widening, construction of parallel roadways, construction of new interchanges, or parallel roadway improvements. To determine the fiscal impacts of these roadway deficiencies stemming from the estimates of future growth within the Study Area, it is first necessary to evaluate the *Theoretical Transportation Cost* estimates to cure the deficiencies presented in **Table 13** and **Figure 10** at a planning level based solely on widening each roadway. These and related table(s) show cost by roadway segments for reference purposes. All together about 40% of the total estimated *Theoretical Transportation Cost* estimates and 48% of the roadway segments identified are related to City owned and operated roadways.

To conduct this evaluation, the historical cost per mile models from the Florida Department of Transportation ("FDOT') were utilized. The cost per mile models that were selected were for widening from two-to-four lanes, four-to-six lanes, and six-to-eight lanes. Each unit cost per mile was then adjusted to include design, construction inspection, signalization, and right-of-way, as reflected in the Theoretical Roadway Cost Evaluation Subtotals table on the following page (see **Table 14**).

The following 2023 FDOT historical cost per mile models were selected for use:

- Widen 2 Lane Urban Arterial to 4 Lane Divided with 22' Median, 4' Bike Lanes: **$9,817,228.43**.
- Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes: **$8,699,933.80**.
- Widen 6 Lane Urban Divided Arterial to 8 Lane Urban Divided with 4' Bike Lanes: **$10,420,188.03**.

Signalization–A number of adjustments to existing traffic signals and the construction of new traffic signals will be needed to accommodate the widening of each roadway. The cost per mile models do not account for signalization. Thus, an assumed $500,000 per mile adjustment was added to each of the models to account for signalization. Actual signalization costs will vary.

Design and Construction Engineering Inspection ("CEI")–Fifteen percent (15%) for design and fifteen percent 15% for CEI were assumed to be added onto the construction costs (widening and signalization). These rates are typical for planning level estimates. Actual design and CEI costs will vary.

Crosstown Parkway Bridge
Photo Courtesy of City of Port St. Lucie

Table 14. Theoretical Total Roadway Cost Evaluation Subtotals

Roadway Segment [1]	Length	Improve-ment (Lanes w/ RT)	Construction Cost		Design 15% (000s)	CEI 15% (000s)	Total Roadway Costs (000s)
			Per Mile (000s)	Sub-Total (000s)			
1. Commerce Center Dr	3.13	2-4	$10,317	$32,293	$4,844	$4,884	**$41,981**
2. Darwin Blvd	1.25	2-4	$10,317	$12,897	$1,934	$1,934	**$16,765**
3. Gatlin Blvd	0.59	6-8	$10,920	$6,443	$966	$966	**$8,376**
	0.48	6-8	$10,920	$5,242	$786	$786	**$6,814**
	0.63	6-8	$10,920	$9,880	$1,032	$1,032	**$8,944**
	0.72	6-8	$10,920	$7,863	$1,179	$1,179	**$10,221**
	0.88	6-8	$10,920	$9,610	$1,441	$1,441	**$12,493**
4. Tradition Pkwy	0.29	2-4	$9,200	$2,668	$400	$400	**$3,468**
	0.26	6-8	$10,920	$2,839	$426	$426	**$3,691**
5. Crosstown Pkwy	0.86	4-6	$9,200	$7,912	$1,187	$1,187	**$10,286**
City-Owned Roadway Segment Totals				**$97,647**	**$14,195**	**$14,235**	**$123,039**
6. Glades Cut-Off Rd	3.12	2-4	$10,317	$32,190	$4,828	$4,828	**$41,847**
	0.50	2-4	$10,317	$5,159	$774	$774	**$6,706**
	3.73	2-4	$10,317	$38,483	$5,772	$5,772	**$50,028**
	0.88	2-4	$10,317	$9,079	$1,362	$1,362	**$11,803**
7. Graham Rd	1.00	2-4	$10,317	$10,317	$1,548	$1,548	**$13,412**
8. Midway Rd	0.85	2-4	$10,317	$8,770	$1,315	$1,315	**$11,401**
9. Okeechobee Rd	0.51	6-8	$10,920	$5,569	$835	$835	**$7,240**
10. Prima Vista Blvd	0.54	4-6	$9,200	$4,968	$745	$745	**$6,458**
11. Shinn Rd	0.39	2-4	$10,317	$4,024	$604	$604	**$5,231**
12. U.S. Highway-1	1.02	4-6	$9,200	$9,384	$1,408	$1,408	**$12,199**
	1.65	4-6	$9,200	$15,180	$2,277	$2,277	**$19,734**
Grand Total				**$240,770**	**$35,663**	**$35,703**	**$309,098**

Source: Kittelson & Associates, Inc. Notes: (1) Roadway Segments are described in Table 13, page 30. Shaded roadway segments represent City-owned streets (Segments 1–5), all other segments are owned by the County, FDOT, or are located outside the City's municipal boundaries.

The cost of right of way varies significantly for a number of reasons including, but not be limited to, adjacent land use, dimension of the right of way needed, and property values. Because of these variables, this Study estimated low-, moderate-, and high-ranges for the right of way component of each improvement cost as follows:

- Low: $2,000,000/acre
- Moderate: $4,000,000/acre
- High: $6,000,000/acre

Photo Courtesy of City of Port St. Lucie

For the purposes of this *theoretical* cost exercise, it was assumed that 24 feet of right-of-way would be needed to accommodate the additional two lanes. Actual right-of-way needs will vary. Right-of-way costs are summarized in **Table 15** below. The roadway costs and right-of-way costs were then combined to evaluate the low, moderate, and high-range costs for correcting the deficient roadways. The total transportation costs are summarized in **Table 16** on the following page.

Table 15. Theoretical Right-Of-Way (ROW) Costs

Roadway Segment [1]	Length	Acres	Total ROW Costs (000s)		
			Low $2M/AC	Moderate $4M/AC	High $6M/AC
1. Commerce Center Dr	3.13	9.1	$18,211	$36,422	$54,633
2. Darwin Blvd	1.25	3.6	$7,273	$14,545	$21,818
3. Gatlin Blvd	0.59	1.7	$3,433	$6,865	$10,298
	0.48	1.4	$2,793	$5,585	$8,378
	0.63	1.8	$3,665	$7,331	$10,996
	0.72	2.1	$4,189	$8,378	$12,567
	0.88	2.6	$5,120	$10,240	$15,360
4. Tradition Pkwy	0.29	0.8	$1,687	$3,375	$5,062
	0.26	0.8	$1,513	$3,025	$4,538
5. Crosstown Pkwy	0.86	2.5	$5,004	$10,007	$15,011
City-Owned Roadway Segment Totals			**$52,888**	**$105,773**	**$158,661**
6. Glades Cut-Off Rd	3.12	9.1	$18,153	$36,305	$54,458
	0.5	1.5	$2,909	$5,818	$8,727
	3.73	10.9	$21,702	$43,404	$65,105
	0.88	2.6	$5,120	$10,240	$15,360
7. Graham Rd	1	2.9	$5,818	$11,636	$17,455
8. Midway Rd	0.85	2.5	$4,945	$9,891	$14,836
9. Okeechobee Rd	0.51	1.5	$2,967	$5,935	$8,902
10. Prima Vista Blvd	0.54	1.6	$3,142	$6,284	$9,425
11. Shinn Rd	0.39	1.1	$2,269	$4,538	$6,807
12. U.S. Highway-1	1.02	3	$5,935	$11,869	$17,804
	1.65	4.8	$9,600	$19,200	$28,800
Grand Total		**67.7**	**$135,447**	**$270,895**	**$406,342**

Source: Kittelson & Associates, Inc. Notes: Millions represented as "M". (1) Roadway Segments are described in Table 13, page 30. Shaded roadway segments represent City-owned streets (Segments 1–5), all other segments are owned by the County, FDOT, or are located outside the City's municipal boundaries.

Table 16. Theoretical Total Transportation Costs

Roadway Segment (1)	Roadway Cost (000s) (2)	Row Costs (000s) (3)			Total Transportation-Related Capital Costs (000s) (4)		
		Low	Mod	High	Low	Mod	High
1. Commerce Center Dr	$41,981	$18,211	$36,422	$54,633	$60,192	$78,403	$96,614
2. Darwin Blvd	$16,765	$7,273	$14,545	$21,818	$24,038	$31,311	$38,584
3. Gatlin Blvd	$8,376	$3,433	$6,865	$10,298	$11,809	$15,241	$18,674
	$6,814	$2,793	$5,585	$8,378	$9,607	$12,400	$15,192
	$8,944	$3,665	$7,331	$10,996	$12,609	$16,275	$19,940
	$10,221	$4,189	$8,378	$12,567	$14,410	$18,599	$22,789
	$12,493	$5,120	$10,240	$15,360	$17,613	$22,733	$27,853
4. Tradition Pkwy	$3,468	$1,687	$3,375	$5,062	$5,156	$6,843	$8,530
	$3,691	$1,513	$3,025	$4,538	$5,204	$6,716	$8,229
5. Crosstown Pkwy	$10,286	$5,004	$10,007	$15,011	$15,289	$20,293	$25,296
City-Owned Totals	**$123,039**	**$52,888**	**$105,773**	**$158,661**	**$175,927**	**$228,814**	**$281,701**
6. Glades Cut-Off Rd	$41,847	$18,153	$36,305	$54,458	$59,999	$78,152	$96,305
	$6,706	$2,909	$5,818	$8,727	$9,615	$12,524	$15,433
	$50,028	$21,702	$43,404	$65,105	$71,730	$93,432	$115,134
	$11,803	$5,120	$10,240	$15,360	$16,923	$22,043	$27,163
7. Graham Rd	$13,412	$5,818	$11,636	$17,455	$19,231	$25,049	$30,867
8. Midway Rd	$11,401	$4,945	$9,891	$14,836	$16,346	$21,291	$26,237
9. Okeechobee Rd	$7,240	$2,967	$5,935	$8,902	$10,207	$13,175	$16,142
10. Prima Vista Blvd	$6,458	$3,142	$6,284	$9,425	$9,600	$12,742	$15,884
11. Shinn Rd	$5,231	$2,269	$4,538	$6,807	$7,500	$9,769	$12,038
12. U.S. Highway-1	$12,199	$5,935	$11,869	$17,804	$18,134	$24,068	$30,003
	$19,734	$9,600	$19,200	$28,800	$29,334	$38,934	$48,534
Grand Total	**$309,098**	**$135,448**	**$270,893**	**$406,340**	**$444,546**	**$579,993**	**$715,441**

Source: Kittelson & Associates, Inc. Notes: (1) Roadway Segments are described in Table 13, page 30. Shaded roadway segments represent City-owned streets (Segments 1–5), all other segments are owned by the County, FDOT or are located outside the City's municipal boundaries. (2) Total Roadway Costs are depicted in Table 14, page 31. (3) Total Right-of-Way Costs are depicted in Table 15, page 32. (4) Total Transportation Costs are applied in the following section, Section 5.4 City Considerations and Other Implications.

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SECTION 05.

FINANCIAL BENCHMARKING & FISCAL IMPACT

05

SECTION 5.1

INTRODUCTION

This Study applies a proprietary fiscal model which considers a combination of current and longer term operating and capital expenditures. The fiscal model reflects the City's own financial statements and Annual Comprehensive Financial Report ("ACFR") as detailed in Section 5.3. As the fiscal model is populated, benchmark and peer communities and their experiences can be valuable reference points, especially if the information deviates substantially from that expected by the fiscal model.

In the present case, a group of benchmark and peer communities were identified for purposes of making certain comparisons. These cities or communities are indicative of the City's size and character today, as well as the potential size and character if the City were to expand to include the Study Area within its municipal boundaries. All together, eight cities were identified as possible points of comparison and, if needed, adjustments. Generally speaking, the City's current and future expenditures for services and most obligations, net of major transportation costs, align with the experiences of its comparative group. ***However, these generally favorable future fiscal relationships and comparisons may be challenged by the magnitude of transportation costs associated with extensive new development which could reasonably occur within the Study Area.***

In any case, the analysis illustrates that regardless of the challenges confronting the City, a variety of policy and planning tools exist to mitigate a significant portion of the potential financial burden.

SECTION 5.2

FINANCIAL BENCHMARKING

WHY BENCHMARK?

While not an exact science, financial benchmarking is a rational means for a city to evaluate its financial obligations relative to other communities of similar density, service area, and population. Despite different service levels among communities, some focus on the cost of services and average expenditures for capital needs, identifying specific figures that might need to be addressed or affirming certain spending decisions.

For the purposes of this Study, Tallahassee, Cape Coral, Lakeland, and Gainesville ("Benchmark Cities") were examined as part of this financial benchmarking exercise. The Benchmark Cities were selected based on their physical and demographic likeness to the City's *existing* municipal boundaries. More specifically, the emphasis of comparison focused on total population and population density as they relate to the City, as illustrated in **Table 17** on the following page.

In addition, several peer communities are identified which have a population and service area comparable to that expected of the City and the Study Area combined, should the latter be embraced largely as an additional area *directly* controlled by the City through annexation, joint agreements, or other mechanisms. These peer cities include Orlando, Tampa, and St. Petersburg ("Peer Cities"), and should be view as a possible future or *after* condition.

Table 17. Benchmark and Peer Cities Profile

	Land Area	Total Population	Population Density
Port St. Lucie (Current)	119	231,800	1,940
Benchmark			
Tallahassee	101	201,730	2,000
Cape Coral	106	216,980	2,050
Lakeland	66	120,040	1,810
Gainesville	63	145,210	2,300
Peer Cities			
Orlando	111	261,250	4,230
Tampa	114	316,090	2,860
St. Petersburg	62	398,160	3,490

Sources: U.S. Census Bureau; GAI Consultants.

To provide further context, the observed Fiscal Year ("FY") 2022 Millage Rate for the City, as well as the Benchmark and Peer Cities, were examined as part of this financial benchmarking exercise. Amongst all observed municipalities, the City maintained a millage rate of 5.3000, the second lowest of all observed municipalities, as illustrated in **Table 18**.

Table 18. Millage Rates FY 2022

	Millage Rate
Port St. Lucie (Current)	5.3000
Benchmark Cities	
Tallahassee	4.1000
Cape Coral	6.2971
Lakeland	5.4323
Gainesville	5.5000
Peer Cities	
Orlando	6.6500
Tampa	6.2076
St. Petersburg	6.6550

Sources: Port St. Lucie FY 2022 ACFR; Tallahassee FY 2022 ACFR; Cape Coral FY 2022 ACFR; Gainesville FY 2022 ACFR; Lakeland FY 2022 ACFR; Orlando FY 2022 ACFR; Tampa FY 2022 ACFR; St. Petersburg FY 2022 ACFR; GAI Consultants.

METHODOLOGY

This financial benchmarking exercise examines the revenues and expenditures stemming from governmental and business-type activities within the City and each of the Benchmark Cities utilizing each municipality's respective 2022 ACFR. The purpose of this financial benchmarking exercise is to illustrate the City's existing operating position in the context of comparable municipalities while providing an overview of the revenue(s) and expenditure(s) which will inform a subsequent fiscal impact analysis. To emphasize, the fiscal activity reported primarily reflects revenues from ad valorem property taxes and other receipts which accrue to the benefit and the use of each municipality offsetting the costs of general governmental and business-type services provided by the respective municipality itself.

For this exercise, a *modified per capita* approach was used to determine potential operating and capital costs using projected population, expected employment, and the expected relationships between households and individuals working in their place of residence versus working in another area.

This method utilizes a Full-Time Equivalent ("FTE") approach since that population imposes demands upon all systems relative to its needs. Using this *modified per capita* method, expected population (household population, establishment employment, and visitors) are converted to an FTE using a 24-hour and 7-day period representing a "full-time" person impacting potential demands for the operating and capital needs.

Thus, a person residing in a home located in the City and working at a business located in the City would represent a full-time person or 1.0 FTE. Whereas someone residing in a home located in the City and working outside would represent less than a full-time person or 0.74 FTE, as illustrated in **Table 19**.

Table 19. Full-Time Equivalents

	Hours	% FTE	FTE	1 FTE =
Live & Work	8,763	100%	1.00	1
Live Only	6,486	74%	0.74	1.3
Work Only	2,250	26%	0.26	3.9
Hotel Visitor	120	1%	0.01	72.8
Day Visitor	4	<1%	0.0005	2,184

Sources: U.S. Census Bureau; GAI Consultants.

This analysis is not a reconciliation of funds and fund balances, but simply an estimate of annual net revenues/expenditures for governmental and business-type activities for planning purposes.

FTE population is intended to reflect the annual, permanent demands on services and infrastructure as opposed to peak demands. As a result, the estimated FTE factor for non-resident workers or visitors declines based on the assumed time spent within a community relative to a resident that both works and lives in a city—theoretically creating a full unit of demand for annual, permanent services and infrastructure.

The FTE population model *indirectly* accounts for seasonal populations that are different from hotel and day-visitors, which also occur on a seasonal basis. Seasonal residency, which is often referred to as "snowbirds", is a common factor in the difference between population per housing unit and population per occupied housing units.

One of the most important benefits of a *modified per capita* approach which utilizes FTE population is that revenues and expenses do not need to be allocated between residential and non-residential uses. The sum of FTE population reflects a common factor with which revenues and costs can be divided and applied back to specific uses based on the underlying population (household population, establishment employment, and visitors).

The following table illustrates the estimated FTE population for the City and the Benchmark Cities based on what the municipalities are currently experiencing in total population, establishment employment, and annual visitors (see **Table 20**).

Table 20. Full-Time Equivalent Population Estimates

	Resident	Employment	Visitor[(1)]	Total FTE
Port St. Lucie (Current)	217,620	13,680	12,610	**243,910**
Benchmark Cities				
Tallahassee	181,210	25,090	39,520	**245,820**
Cape Coral	201,130	11,730	5,610	**218,470**
Lakeland	105,450	8,660	24,890	**139,010**
Gainesville	124,190	13,740	34,760	**172,690**

Sources: U.S. Census Bureau; GAI Consultants; CoStar Group. Notes: Totals may not add due to rounding. (1) Annual visitation calculated as a formula of the number of hotel/motel properties, average persons per room, and occupancy rates achieved for each month in 2022.

KEY OBSERVATIONS

This financial benchmarking exercise reflects spending only for governmental and business-type activities (i.e., expenses and revenues) on a per FTE basis for the City as well as the Benchmark Cities. Governmental and business-type activities have been split into the following sub-categories as they relate to each municipality's respective 2022 ACFRs:

- ***Governmental Activities:*** General Government, Public Safety, Physical Environment, Transportation, Economic Environment, Human Services, Culture and Recreation, and Interest on Long-Term Debt.
- ***Business-Type Activities:*** Utilities and Other due to the various assortment of business endeavors associated with each municipality.

To note, the City is not a provider of Fire Services, which is represented in the Public Safety sub-category. In order to accommodate for this discrepancy, Fire Services has been removed from this sub-category within each of the Benchmark Cities' Public Safety category where data is available. The addition of Fire Services may result in a corresponding increase in expenditure per FTE for Public Safety.

In addition, capital costs—one-time expenses incurred on the purchase of land, buildings, construction, or equipment—were excluded from this benchmarking exercise specifically to illustrate the City's current revenue and expenditures for governmental and business-type activities stemming directly from their current financial position.

The table below illustrates the City's total operating expenses and general revenues on a per FTE basis compared to the operational spending of the Benchmark Cities. As reflected in **Table 21**, total operating expenses per FTE for the City as of FY 2022 were $1,154, reflecting spending of $817 for governmental activities and $337 for business-type activities. Attempting to off-set total operating expenditures, the City's current revenue sources contributed an average of $714 per FTE. Revenue sources are primarily driven by ad valorem and other taxes, in addition to other miscellaneous revenues and net income transfers into the general fund to subsidize governmental activities. As a result, the City is currently operating with a net expense of $440 per FTE for all governmental and business-type activities, which is significantly lower than all the Benchmark Cities using the same methodology.

Table 21. Financial Benchmarking per FTE, Benchmark Cities

	Port St. Lucie	Tallahassee	Cape Coral	Lakeland	Gainesville
Total Population	231,800	201,730	216,980	120,040	145,210
FTE Estimates	243,910	245,820	218,470	139,010	172,690
Total Revenues					
Ad Valorem	$ 305	$ 209	$ 527	$ 311	$ 247
Other Taxes[1]	350	118	273	255	248
Other/Miscellaneous[2]	44	172	19	(205)	79
Enterprise Transfer(s)[3]	14	166	1	442	215
TOTAL GENERAL REVENUES	**$ 714**	**$ 665**	**$ 819**	**$ 803**	**$ 788**
Governmental Activities					
General Government	$ (119)	$ (84)	$ (299)	$ (129)	$ (195)
Public Safety[4]	(251)	(260)	(341)	(453)	(439)
Physical Environment	(138)	(23)	(165)	(49)	(5)
Transportation	(67)	(64)	-	(74)	(93)
Economic Environment	(74)	(11)	(84)	(74)	(48)
Human Services	(31)	(54)	-	(3)	(9)
Culture and Recreation	(71)	(93)	(93)	(208)	(87)
Interest on Long-Term Debt	(65)	(14)	(28)	(21)	(50)
Total Operating (Government)	**$ (817)**	**$ (604)**	**$ (1,009)**	**$ (1,013)**	**$ (925)**
Business-Type Activities					
Utilities	$ (330)	$ (1,395)	$ (450)	$ (2,290)	$ (2,297)
Other	(7)	(316)	(2)	23	(193)
Total Operating (Business)	**$ (337)**	**$ (1,711)**	**$ (452)**	**$ (2,267)**	**$ (2,490)**
TOTAL OPERATING EXPENSES	**$ (1,154)**	**$ (2,315)**	**$ (1,461)**	**$ (3,279)**	**$ (3,415)**
Net Revenue/Expenditures	**$ (440)**	**$ (1,650)**	**$ (642)**	**$ (2,476)**	**$ (2,627)**

Sources: Port St. Lucie FY 2022 ACFR; Tallahassee FY 2022 ACFR; Cape Coral FY 2022 ACFR; Gainesville FY 2022 ACFR; Lakeland FY 2022 ACFR; GAI Consultants. Notes: Totals may not add due to rounding. (1) Other taxes include earnings on taxes (tourist development, communication, fuel, local government), franchise fees, and earnings on investments. (2) Lakeland's negative value represents a significant loss on investments reflected in their FY 2022 ACFR, Statement of Activities (pg. D-4). (3) Transfers reflect the net income transfers into the general fund to subsidize governmental activities. (4) Since the City of Port St. Lucie is not a provider of Fire Services, Fire Services has been removed from Public Safety for all municipalities.

SECTION 5.3

FISCAL IMPACT ANALYSIS

The fiscal impact analysis within this Study is based on a series of major assumptions tied to the nature of the proposed development within the Study Area. At this point, the development within the Study Area is expected to achieve pricing and valuations of newer, comparable properties located in the City, specifically within the Tradition CDD. However, much of the outcome realized as a fiscal impact is not directly controlled by the development within the Study Area and is subsequently a result of the final tax treatment of key properties.

The manner of that tax treatment drives the receipts in large measure and is often not proportionate to the perceived value of the underlying property. This issue is more common in the initial years of a newer and higher priced project where the St. Lucie County Property Appraiser is limited by the pool of transactions needed to establish a defensible benchmark for taxable values.

Typically, it takes multiple transactions to establish that pool and identify a "trend". In this situation, the proposed development within the Study Area may set its own foundation for tax valuation purposes but that will not occur for at least several appraisal cycles. These figures, whatever they may ultimately be, are in some cases further affected by other exemptions, portability rules, and maximum annual valuation increases for all properties.

To deal with the various material considerations associated with achieving a longer-term fiscal outcome, a high, moderate, and low ("H-M-L") fiscal model has been prepared. The H-M-L fiscal model outlines assumptions that underlie anticipated revenues likely to accrue to the City as a result of various development scenarios of the Study Area at full build-out, as detailed on the subsequent pages.

- ***High Scenario*** is consistent with, and relies upon, the high scenario of population, housing units, and employment projections for the Study Area. This scenario reflects full build-out of the largest development program is achieved within the Study Area—equating to approximately 44,045 housing units, 760 hotel rooms, and 18.3 million square feet of commercial development (i.e., industrial/flex space, retail/restaurant, office, health care, and other non-residential properties). While this development scenario may be achieved, the number of properties within the City reflecting this scale of concentrated development is small and does not justify an obvious trend or outlook.

- ***Moderate Scenario*** is consistent with, and relies upon, the moderate scenario of population, housing units, and employment projections for the Study Area. This scenario would result in approximately 42,320 housing units, 730 hotel rooms, and 17.5 million square feet of commercial development constructed within the Study Area. Generally, the Consultant Team believe this scenario represents the development program in which the Study Area is "most likely" to achieve.

- ***Low Scenario*** is consistent with, and relies upon, the low scenario of population, housing units, and employment projections for the Study Area. This scenario reflects the full-build out scenario resulting in approximately 33,780 housing units, 580 hotel rooms, and 14.0 million square feet of commercial development constructed within the Study Area. The Consultant Team believes the low scenario to be the most conservative development program of the Study Area.

The following details the major assumptions and summary comments utilized within the fiscal impact analysis:

- While there are many considerations in this fiscal impact analysis, most costs shown here are exclusively obligations of the City itself. Other taxing authorities, apart from the City, may have other costs or receipts which are worthy of additional consideration and discussion.
- The H-M-L scenarios of the proposed development program within the Study Area could yield an estimated taxable value of about $10.1 million to $13.1 million, in 2022 dollars, based on average taxable values reported within the City.
- Using a fiscal impact methodology covering both potential of the City's general-government operating and capital costs needed to support the build-out of the H-M-L proposed development program scenarios, it is estimated that the Study Area could contribute an annual fiscal surplus to the City of between approximately $44.8 million and $58.4 million, as illustrated in **Table 22** below. This equates to between about $904.5 million to $1.18 billion over 20 years.
- These figures reflect an estimated Full-Time Equivalent ("FTE") population of between 71,320 and 92,990 persons based on the H-M-L development scenarios for the Study Area.
- At full build-out, the Study Area is expected to contribute a taxable value per FTE of $141,070, a significantly higher ratio of property value per FTE compared with the City average.
- Sources for prior revenue and expenditure relationships were obtained from the City's FY 2022 ACFR. Using audited financial statements, operating needs have been based on FY 2022 actual spending.
- The approach to fiscal impacts recognizes the importance of excluding existing deficiencies in calculating capital costs since this would impose an unfair burden on new households. As a result, this fiscal impact analysis excludes any existing capacity in capital infrastructure by assuming new FTE population generated by the Study Area would require the same level of capital spending to replace "everything" the City has constructed.

Table 22. Annual Fiscal Impact in 2022 Dollars

	City of Port St. Lucie	Estimated Study Area (at full build-out)		
		Low	Moderate	High
Ad Valorem Revenue (General Fund)	$ 74,483,000	$ 51,241,000	$ 64,204,000	$ 66,818,000
Other Revenue (revenue sharing, transfers)	99,648,000	29,138,000	36,506,000	37,991,000
Total Revenues	**$ 174,131,000**	**$ 80,378,000**	**$ 100,710,000**	**$ 104,809,000**
Gross Operating Costs (excluding capital)	(199,273,000)	(58,268,000)	(73,004,000)	(75,972,000)
Direct Revenues (program charges, fees)[(1)]	71,243,000	20,832,000	26,100,000	27,161,000
Net Operating Revenue/(Expense)	$ (128,030,000)	$ (37,436,000)	$ (46,904,000)	$ (48,811,000)
Annual Capital Expense	(31,830,000)	1,860,000	2,330,000	2,430,000
Net Operating with Capital	**$ (159,860,000)**	**$ (35,576,000)**	**$ (44,574,000)**	**$ (46,381,000)**
Net Fiscal – Surplus/(Deficit)	**$ 14,272,000**	**$ 44,802,000**	**$ 56,137,000**	**$ 58,428,000**

Sources: City of Port St. Lucie FY 2022 ACFR; GAI Consultants. Notes: Totals may not add due to rounding. (1) Excludes impact fees.

Photo Courtesy of City of Port St. Lucie

In comparison, this fiscal impact analysis indicates that the balance of the City currently operates at a fiscal surplus of approximately $14.3 million annually without considering the proposed development program of the Study Area or its costs and benefits. As contemplated, the Study Area will positively contribute to the existing fiscal surplus within the City going forward.

METHODOLOGY

Potential fiscal benefits center on the public revenues and public costs expected to be realized (or lost) as the result of activities, generally originating from new residential or non-residential development or from other economic development initiatives. Calculations of potential fiscal benefits could rationally include both *direct* and *indirect* impacts for multiple levels of public goods and services. The analysis of the Study Area, however, is more conservative. It is purposefully confined to the *direct* effects only in the City to avoid misrepresentations about net impacts to municipalities, agencies, or special districts.

Methods for calculating fiscal impacts can vary widely. While there is no industry standard, a common approach reflects activities, receipts, and expenditures "per capita". The premise in this approach is that new development attracts new population growth and will generally have a consistent cost impact on the basis of public service needs per person.

Following that premise, new development, at a basic level, is expected to generate costs (and most revenues) at the same rate, creating the same levels of service needs being provided to existing residents. Reasonable rates of revenues and costs can be derived for any governmental agency using a per capita measure as the common denominator and existing costs and revenues. ***In contrast, to assume that new development creates more or less requirements than those imposed by current residents constitutes an obvious positional bias in the information used to make important policy decisions.***

As previously referenced, a *modified per capita* approach was used to determine potential operating and capital costs using projected population, expected employment, and the expected relationships between households and individuals working in their place of residence versus working in another area. This method can still be referred to as a per capita approach, but it uses an FTE population since that population imposes demands upon all systems relative to its needs.

FTE population is intended to reflect the annual, permanent demands on services and infrastructure as opposed to peak demands. The following table illustrates the estimated FTE population for the City and the Study Area based on the H-M-L development scenarios (see **Table 23**).

Table 23. Full-Time Equivalents Estimates

	Port St. Lucie	Study Area Development Program		
		Low	Moderate	High
Household Population	230,980	69,090	86,560	90,080
Labor Force Employment	105,320	21,200	26,560	27,640
FTE Population				
Resident	217,620	66,400	83,190	86,570
Employment	13,680	2,750	3,450	3,590
Visitor[1]	12,610	2,170	2,720	2,830
Total FTE	**243,910**	**71,320**	**89,360**	**92,990**

Sources: U.S. Census Bureau; GAI Consultants; CoStar Group. Notes: Totals may not add due to rounding. (1) Visitor FTE calculated as a formula of the number of projected hotel rooms, as well as the City's average persons per room, and occupancy rates achieved for each month in 2022.

INTERFUND TRANSFERS AND BUSINESS ACTIVITIES

Although the financial benchmarking exercise considered business-type activities in examining the net revenues and expenses of the City compared to the other Benchmark Cities, our approach to fiscal impact analyses treats business-type activities as a *net transfer*. Since these activities are generally profit centers and, in theory, run like a business where prices (water rates) are set to meet or exceed operating and capital, a majority of these types of activities provide a net income transfer, reimbursement, or payment into the general fund to offset costs of governmental activities, reimburse for central supplies, or other related activities. The fact is that when a utility system issues debt to fund capital, it is generally required to set utility rates to generate 1.25 to 2.00 times more operating income than annual debt service.

Since average service lines are the costliest components of a system and extend well beyond debt payments, the structure of rates and charges relative to expenses typically creates significant positive cash flow annually. Also, any capital requirements to meet new water and sewer demand is generally funded 100% with connection fees and/or water and sewer impact fees because those fees are calculated at full cost of service requirements, unlike many other impact fees or capital charges.

It is prudent for local governments to transfer some excess cash into general government activities as a payment-in-lieu-of-taxes. If utility services were provided by a private company, the City would be allowed to generate revenues through franchise fees on those services, so a transfer accomplishes the same thing. Thus, this analysis includes this net transfer as a revenue off-set after calculating incremental governmental expenses required to serve a new development. In the rare case where general-government activities subsidize a business-type activity, it is still included with revenues, but it would reflect a deduction in general revenues. The rationale is that it is reasonable to assume that new development will generate the same excess (or deficit) water and sewer revenues on a per capita basis as existing development.

EXISTING ACTIVITIES AND THEIR RELATED FISCAL REVENUES AND COSTS

Providing public sector services and infrastructure is accomplished on the basis of not-for-profit management of economic and financial resources. Each year, governmental agencies or organizations prepare for meeting service and capital needs with a budget that balances revenues and spending. In other words, allowable annual spending equals expected revenues. In the context of legal constraints to spending, most local governments operate well below what is allowed. The annual budgets adopted do not reflect expected income (profit or losses) in the same way as for-profit enterprises.

The annual budgetary process can make understanding the marginal impacts of new population or new development a challenge. The main challenges are the use of transfers between funds to accommodate "fund accounting" reporting, the use of cash balances in funds as revenues and cash forward as expenses to balance the budget, the recognition of capital as an expense in the year funds are expended, and the recognition of debt proceeds as revenue to also balance capital expenditures. The budgetary process is "cash-basis" accounting.

In addition, every governmental organization in the U.S. prepares a ACFR. While the formats and contents can vary slightly, these reports present the financial statements of the governmental entity, as well as important analysis tools like the management's discussion and analysis ("MD&A") and the notes to the financial statements similar to private industry. ACFRs present financial information of accounts for the financial position of the government as a whole. Governments

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use modified accrual accounting for their statements in the ACFR and include reconciliations explaining how they made the switch from cash-basis accounting to the modified accrual basis they report.

Most importantly, governments are required to present their consolidated financial statements in the ACFR that essentially mirror for-profit financial statements. In particular, the Statement of Activities for a not-for-profit organization is equivalent to an Income Statement for a for-profit enterprise. The main difference is the treatment of capital infrastructure and equipment. On a cash-basis, capital costs are recognized within the year funds are expended. For example, if the City spends funds to build a new City government office in 2023, that expense is a capital item in the same year and it is generally funded through some combination of current revenues, existing cash balances and debt proceeds, or exclusively with debt proceeds. As a result, the cash-basis is faulty because it places the burden of past and future capital needs, funded using past and future revenues, in a single current fiscal period.

Conversely, the Statement of Activities only recognizes current revenues and accounts for capital on a depreciation and amortization basis—matching capital spending with the life cycle of the asset. This fiscal impact analysis utilizes these Governmental Statements of Activities to correct for the challenges associated with governmental budgeting and fund accounting, especially capital spending which can otherwise materially ebb and flow on an annual basis. Our position is that the reported revenues and expenses, divided by FTE population, provide the best measure of the marginal impacts from new development and new population given the existing financial structure of the City.

Capital expenditures in this fiscal impact analysis are reflected in terms of depreciation and amortizations versus capital requirements (previously referenced in the financial benchmarking section), and are consistent with the Statement of Activities in the ACFR. This approach more appropriately aligns cost with the life cycle of assets. For example, a building built by the City 30-years ago that is still serving the community today would still be accounted for in this analysis because its average service life is generally 50 years or more. However, the capital expenditure for that building would not be recognized, especially if its debt is paid off.

PROSPECTIVE FISCAL IMPACTS

Based on Fiscal Year ("FY") 2022 audited financial statements from the City's ACFR and expected property valuation for the H-M-L development scenarios of the Study Area, the table on the following page details the Study Area's expected net fiscal impact compared to that of the City. In FY 2022, all general government activity within the City reflected an average cost per FTE of $655, including annual capital expenditures of $130 per FTE. Attempting to off-set total operating and capital costs, the current revenue sources contributed an average of $714 per FTE. As a result, the City currently has a slight fiscal surplus of $59 per FTE or approximately $14.3 million annually.

It is important to note that this calculated surplus is based on modified accrual accounting versus cash-basis accounting, therefore the City is not gaining $14.3 million each year on a cash-basis. Given the current levels of spending including interest costs and annual capital requirements, current revenues through taxes, charges, and fees meet current spending in FY 2022. This is the current basis from which types of new development will be measured using assumptions for FTE population and various ad valorem revenues models. In addition, this calculation of net fiscal impact excludes costs from *future transportation related activities,* which is further detailed in Section 5.4.

Comparatively, the Study Area is expected to create an expense of $498 (operating and capital) per FTE per year in each of the fiscal impact scenarios, significant property tax contributions of $719 per FTE, along with direct and other revenues, more than off-set those costs and create a significant net fiscal surplus per FTE per year of $628—equating to a total net fiscal surplus of $44.8 million in the low scenario, $56.1 million in the moderate, or "most-likely" scenario, and $58.4 million in the high scenario (see **Table 24**).

At any calculated level, a municipality can function with a deficit by drawing from existing balances or using debt, and at the same time adopting balanced budgets where expenditures equal revenues. In particular, this analysis is not a substitute for discrete departmental budgeting. More accurately, it is an estimate of the net fiscal impact from current activities which can generate positive or negative cash flow.

Table 24. FY 2022 Net Fiscal Position, City of Port St. Lucie and the Study Area

	City of Port St. Lucie		Study Area			
	Per FTE	Total (000s)	Per FTE	Total (000s)		
				Low	Moderate	High
Net Revenues						
Ad Valorem	$ 305	$ 74,483	$ 719	$ 51,241	$ 64,204	$ 66,818
Other Taxes[1]	394	96,230	393	28,137	35,255	36,688
Enterprise Transfer[2]	14	3,418	14	1,000	1,252	1,303
Subtotal	**$ 714**	**$ 174,131**	**$ 1,126**	**$ 80,378**	**$ 100,710**	**$ 104,809**
Net Operating Expenses with Capital						
General Government	$ (119)	$ (28,927)	$ (119)	$ (8,458)	$ (10,597)	$ (11,028)
Public Safety[3]	(251)	(61,223)	(251)	(17,902)	(22,429)	(23,341)
Physical Environment	(138)	(33,763)	(138)	(9,872)	(12,369)	(12,872)
Transportation	(67)	(16,386)	(67)	(4,791)	(6,003)	(6,247)
Economic Environment	(74)	(18,108)	(74)	(5,295)	(6,634)	(6,904)
Human Services	(31)	(7,658)	(31)	(2,239)	(2,805)	(2,919)
Culture and Recreation	(71)	(17,260)	(71)	(5,047)	(6,323)	(6,581)
Interest on Long-Term Debt	(65)	(15,948)	(65)	(4,663)	(5,843)	(6,080)
Direct Revenues (Charges, Fees)	292	71,243	292	20,832	26,100	27,161
Annual Capital Expenditure[4]	(130)	(31,830)	26	1,860	2,330	2,430
Subtotal	**$ (655)**	**$ (159,860)**	**$ (498)**	**$ (35,576)**	**$ (44,574)**	**$ (46,381)**
Net Fiscal - Surplus/(Deficit)	**$ 59**	**$ 14,272**	**$ 628**	**$ 44,802**	**$ 56,137**	**$ 58,428**

Sources: Port St. Lucie FY 2022 ACFR; GAI Consultants. Notes: Totals may not add due to rounding. (1) Other taxes include earnings on taxes (tourist development, communication, fuel, local government), franchise fees, and earnings on investments. (2) Transfers reflect the net income transfers into the general fund to subsidize governmental activities. (3) Since the City of Port St. Lucie is not a provider of Fire Services, Fire Services has been removed from Public Safety for all municipalities. (4) Annual capital expense reflects the annual capital requirement less estimated impact fees, adjusted for annual principal and interest, it does not include costs for transportation related activities.

This fiscal impact analysis is not a reconciliation of funds and fund balances, but an estimate of annual net fiscal surplus/(deficit) for governmental activities.

Both market forces and Florida Tax Law suggests that the significant gap created in taxable values per capita from new development compared with existing averages is a strong factor in positive fiscal impact from new development. In addition, this gap can be even more pronounced within areas of redevelopment where existing conditions are driven by both age and a relatively depressed market.

Under the premise that existing households would require no more or no less operating and capital needs than those households proposed within the Study Area, this observed relationship between property value and year-built implies a significant positive fiscal impact from the newly developed property. The fiscal impact analysis within this Study also includes a relatively conservative approach to estimating capital requirements for new development. As previously referenced, this approach excludes any existing capacity in capital infrastructure by assuming new FTE population would require the same level of capital spending to replace everything the City has constructed. This method takes all capital assets at original costs in 2022 dollars, as illustrated in **Table 25** below.

Table 25. General Government Capital Assets at Cost in 2022 Dollars (000s)

Capital Assets (000s)	Net	Depreci-ation	Gross
Land and ROW	$163,485	$ –	$163,485
Infrastructure	–	–	–
Construction	10,573	–	10,573
Buildings and Capital	590,484	(523,883)	1,114,400
Total Net Capital Assets	*$ 764,542*	*$ (523,883)*	*$ 1,288,425*
Capital Per FTE	**$ 2,420**	**$ (2,150)**	**$ 4,570**

Source: Port St. Lucie FY 2022 ACFR.

It is important to exclude existing deficiencies in calculating capital costs since this would impose an unfair burden on new households. In part, to the degree there are differences, these would be addressed by impact fees which can only apply to new development and capital. Prior, existing, and/or emerging transportation network or system deficiencies, in particular, are obligations which are already called for, stipulated, or officially adopted in major plans, including any long-range transportation plans.

Based on replacing all capital assets in 2022 dollars, new FTEs would be expected to generate capital needs of $4,570 per FTE. As a comparison to the Benchmark and Peer Cities previously identified in the prior section, **Table 26** illustrates the City's capital requirement per FTE compared with those of the Benchmark and Peer Cities.

As previously stated, the City is not a provider of Fire Services, which is included within the capital expenditures reflected for the Benchmark and Peer Cities of who contain Fire Services. As illustrated in the following table, the capital requirements existing today within the City are predominantly higher than the majority of the other comparable jurisdictions.

Table 26. Net Capital Requirements per FTE

	Capital Requirement
Port St. Lucie (Current)	$ 4,570
Benchmark Cities	
Tallahassee	$ 5,035
Cape Coral	$ 2,399
Lakeland	$ 4,581
Gainesville	$ 2,698
Peer Cities	
Orlando	$ 1,744
Tampa	$ 3,432
St. Petersburg	$ 1,865

Sources: Port St. Lucie FY 2022 ACFR; Tallahassee FY 2022 ACFR; Cape Coral FY 2022 ACFR; Gainesville FY 2022 ACFR; Lakeland FY 2022 ACFR; Orlando FY 2022 ACFR; Tampa FY 2022 ACFR; St. Petersburg FY 2022 ACFR.

In addition, the table on the following page illustrates the Study Area's estimated annual capital expense at full build-out on a per FTE basis and as a total for each of the H-M-L development scenarios (see **Table 27**).

To note, total impact fees for the Study Area were estimated by applying the H-M-L development program to an average rate as provided in the City's Mobility and Impact Fee Annual FY 2023 Report, as well as the County's FY 2023 Impact Fee Rate Schedule which a portion of those fees are returned back to the City. Capital costs related to *Theoretical Transportation Cost* estimates were not included in the calculation of the Study Area's annual capital expenses depicted on the following page.

Net capital requirements after deduction of impact fees paid to the City results in a net capital requirement of $425 per FTE. Assuming debt service over 30 years and a 4.5% interest results in an annual impact of $26 per FTE, which has been accounted for in the operating and capital costs previously detailed in **Table 24**.

Table 27. Calculation of the Study Area's Annual Capital Expense

	Per FTE	Total Annual Capital Expense (000s)		
		Low	Moderate	High
Capital Needs	$ 4,569	$ 325,850	$ 408,250	$ 424,850
(less) Total Impact Fees[1]	(4,994)	(356,189)	(446,266)	(464,413)
Net Required Capital	$ (425)	(30,339)	(38,016)	(39,563)
Annual P&I (30 years, 4.5%)	**$ 26**	**$ 1,860**	**$ 2,330**	**$ 2,430**

Sources: Port St. Lucie FY 2022 ACFR; GAI Consultants. Notes: Totals may not add due to rounding. (1) Total impacts fees for the Study Area were estimated.

SECTION 5.4

CITY CONSIDERATIONS & OTHER IMPLICATIONS

Multiple fiscal modeling scenarios were prepared to isolate how varying levels of development and population growth could impact the City's financial position. In these models, the *Theoretical Total Transportation Cost* estimates and related activities were isolated from other City services and facilities because of the magnitude of these *Theoretical Total Transportation Costs* stemming directly from extensive new development which could reasonably occur within the Study Area.

This fiscal impact analysis, in its entirety, supports several conclusions. The most obvious is the City currently manages its fiscal responsibilities well for a community of its size and composition based on prior spending. City spending for almost any category of service, program, or facility—including some level of capital and operating expenditures for transportation needs—falls in line with benchmarks from other communities.

Going forward, under the assumptions used within the fiscal impact analysis, it is quite likely that additional residential and non-residential development brought into the City through growth management or annexation practices will significantly enhance the City's fiscal position. This improved position occurs because the City should receive more substantive ad valorem receipts and other fees or revenues from newly included development, having a taxable value well above the current City-wide average value. The fiscal model suggests costs in the future, net of these major additional transportation costs, would equate to a fiscal surplus of $56,137,000 stemming from the Study Area's *moderate* development scenario.

However, once the magnitude of the *Theoretical Total Transportation Cost* estimates and related obligations are considered, the data indicates the potential of a substantial impact on the fiscal outcomes achieved in the City. The following sub-sections illustrate how the City's fiscal position would be impacted if the Study Area were to be developed as described and remain unincorporated.

In addition, the following sub-sections also illustrate how *Theoretical Total Transportation Cost* estimates of (1) all deficient roadway segments, and (2) only the City-owned deficient roadway segments, could impact the City's fiscal position. To note, deficient roadway segments stemming from estimates of future growth within the Study Area and *Theoretical Total Transportation Cost* estimates are previously detailed in **Table 13** and **Table 16**, respectively, within *Section 4.4*.

CITY'S FISCAL POSITION IF STUDY AREA REMAINS UNINCORPORATED

If the City decides not to consider or accept requests for voluntary annexation from

proposed development(s) and/or projects within the Study Area, the City's roadways would still be impacted if and when any of the development contemplated within the Study Area is realized. As a result, the City would be obligated to fund the transportation-related capital costs to City-owned roadways affected by future growth within the Study Area through the City's general fund exclusively since the City would not be accruing any impacts fees to offset transportation-related costs to City-owned roadways stemming from future growth within the Study Area.

Applying a range of *Theoretical Total Transportation Cost* estimates for *only* the City-owned deficient roadway segments, stemming from estimates of future growth within the Study Area, to the *City's current fiscal position*, excluding any impact fees, the low ($175.9 million), moderate ($228.8 million), and the high ($281.7 million) *Theoretical Total Transportation Cost* estimates would cause the City's fiscal position to *decline*—becoming negative if all of these *Theoretical Total Transportation Cost* estimates for only City-owned deficient roadway segments are funded by the City's general fund. In this example, the City would experience a net fiscal deficit between **$29,528,000** and **$39,708,000**.

FISCAL IMPACT OF TOTAL TRANSPORTATION-RELATED CAPITAL COSTS

Assuming the City decides to accept or otherwise favorably consider requests for voluntary annexation from proposed developments and/or projects within the Study Area, applying the range of *Theoretical Total Transportation Cost* estimates for *all* of the deficient roadway segments, stemming from estimates of future growth within the Study Area, to the *moderate* fiscal impact model, the low ($444.5 million), moderate ($579.9 million), and high ($715.4 million) *Theoretical Total Transportation Cost* estimates would maintain the City's positive fiscal position—resulting in a net fiscal surplus of the Study Area between **$12,117,000** and **$28,747,000**. The higher range of *Theoretical Total Transportation Cost* estimates include the maximum cost of road improvements, including lane additions, signalization, and potential acquisition of rights-of way as previously described in *Section 4.4*.

FISCAL IMPACT OF CITY-OWNED TRANSPORTATION-RELATED CAPITAL COSTS

Assuming the City decides to accept or otherwise favorably consider requests for voluntary annexation from proposed developments and/or projects within the Study Area, applying a range of *Theoretical Total Transportation Cost* estimates for *only* the City-owned deficient roadway segments, stemming from estimates of future growth within the Study Area, to the *moderate* fiscal impact model, the low ($175.9 million), moderate ($228.8 million), and the high ($281.7million) *Theoretical Total Transportation Cost* estimates would maintain the City's positive fiscawwl position—resulting in a net fiscal surplus of the Study Area between **$38,747,000** and **$48,917,000**.

CONCLUSION

Unless all, or most of, the transportation-related capital costs stemming from estimates of future growth within the Study Area can be placed onto new development itself in some way, through policy action and/or with improved relations with the County, the City's financial position could, and likely would, begin to erode. Regardless of the development scenario embraced for policy purposes, it is evident that the Study Area at full built-out, net of transportation-related capital costs stemming from estimates of future growth within the Study Area which could reasonably occur will generate very high levels of receipts in either of the H-M-L development program scenarios. These receipts could be well above those produced by other properties on average in the City, assuming the development program(s) are achieved as estimated or described.

Having made the above observation, a variety of policy recommendations and planning tools are available for the City's use to mitigate a significant portion of the potential financial burden associated with the potential transportation-related capital costs and development stemming from estimates of future growth within the Study Area. These policy recommendations and additional planning tools are further illustrated in the following section of this Study.

SECTION 06.

RECOMMENDED POLICY OPTIONS

06

SECTION 6.1

RECOMMENDED POLICY OPTIONS

It has been concluded in the course of this Study that the City is and likely will continue absorbing more than its fair share of the capital and operating costs created by development occurring at the unincorporated edges of the City. With or without direct intervention from the City, the interest in converting lands, historically available for agricultural and lesser intense purposes, to higher value residential and similar uses will continue. With that interest or pressure likely to grow along with the region's population, the nature of services and facilities provided by the City will be attractive to developers targeting properties within the adjacent southern and western portions of the County, as well as non-City residents, businesses, and property owners in the unincorporated County who may not have access to similar options within the County or within their own development projects. Absent some level of favorable consideration of requests for voluntary annexation, a material share of the capital and operational costs of those services will be carried by the City without the benefit of the revenue to pay those costs. As shown in the prior section, most service costs could be absorbed in the future. The value of new development would likely improve the City's financial capabilities. However, the burden of transportation-related capital costs stemming from estimates of future growth within the Study Area alone would likely have a deleterious effect on the City's fiscal position if they were to absorb those costs, as described in the prior section.

The table below and continued on the following page summarizes several available policy responses, including a description of what is likely to occur with no intervention from the City, compared with modest or more aggressive action (see **Table 28**). Thematically, the benefits and cost or risks described in this Study are summarized along the subsequent pages.

Table 28. Options for Consideration

Options	Rationale	Benefits	Risks
Option 1: **No Acceptance of Voluntary Annexation requests within Study Area**	▪ Limited 'appetite' to expand City to include more development potential. ▪ Existing resident perception that growth is already too much in existing City—traffic congestion and taxation. ▪ No need to expand City utilities in area where County has expanded urban service boundary and indicated a desire to serve. ▪ Too much residential and no obligation for developers to include employment uses.	▪ Addresses perception that City can stop or slow growth. ▪ No risk in new growth not paying its way. ▪ Puts obligations on County to solve infrastructure issues in Study Area.	▪ Growth in Study Area will occur with or without the City. ▪ City loses opportunity to address impacts associated with growth in Study Area (land uses, paying for services, etc.). ▪ City loses advantage on utility expansion. ▪ Would likely require City to revisit its infill and redevelopment policies to make it more attractive. ▪ Puts obligations on County to solve infrastructure issues in Study Area.

Continue of Table 28. Policy Options for Consideration

Options	Rationale	Benefits	Risks
Option 2: **Accept Voluntary Annexation requests for Proposed Development and Projects within Study Area Under Existing City Planning & Fiscal Impact Policies**	▪ Expansion of City to the west is logical response to growth demands. ▪ Approach relies upon existing capital and service delivery model of the City. ▪ Business as usual.	▪ Existing policies defer to the County Comp Plan for urban land uses. ▪ Vacant land analysis within City is a factor.	▪ Existing policies are seemingly permissive of annexation, but may limit the City's ability to be more entrepreneurial. ▪ Existing City Planning and Fiscal Policies likely do not provide sufficient revenue capture to pay for expected impacts on the City.
Option 3: **Accept Voluntary Annexation requests for Proposed Development and Projects within Study Area Under New Planning and Fiscal Impact Analysis Tools**	▪ City desires to expand but under new land use and fiscal impact approach. ▪ City cannot afford to annex under 'old' approach. ▪ Addresses "Do No Harm" approach.	▪ Addresses existing strategy of "not negatively" impacting service delivery within existing City. ▪ Can be net benefit to the City. ▪ Does not defer to County FLU/urban service boundary. ▪ Proactive approach getting infrastructure investments earlier.	▪ Developers may not embrace additional capital and/or operating obligations. ▪ Would require coordination with the County to ensure successful implementation of the approach.

A view of O.L. Peacock, Sr. Park | Photo Courtesy of Port St. Lucie

SECTION 6.2

OPTIONS CENTERED ON LONG TERM PLAN OR COMPREHENSIVE POLICY OPTIONS

Within each of the policy option recommendations summarized in **Table 28** is a mix of very specific actions and tools that are not being used consistently, if at all, today to guide growth and development or to reduce the cost implications of that development. The City might pursue or implement literally all of the items described with greater or lesser effort, subject to input from the City Attorney. In some cases, an item or its objective might modestly overlap with another. Where those overlaps may occur, the item or its objective may also require some level of scrutiny to assure legal sufficiency. For example, Proportionate Share and impact fee arrangements need to be calculated somewhat conservatively and discretely.

Similar to the policy option recommendations, these specific tools are aligned with greater and lesser roles for the City. However, all of these tools intentionally share the specific objectives of (1) identifying critical cost considerations in the regulatory and development processes, then (2) pushing all, or a portion of, these costs back to their source, whether to the County, Unincorporated area developers, and/or future non-residents of the City.

Virtually every option or recommendation dictates that the analysis detailed within this Study be paired with additional evaluation. Notably, the timetable for utility infrastructure is such that actual implementation strategies need to be considered today if facilities are to be operational by 2045. As well, while prior transportation network deficiencies may exist today, any needs which remain unresolved must be carefully explored in the context of future requirements outlined in this Study.

1 *Special Plan*

This approach involves undertaking a specific master planning effort which would result in a land use plan change, new policies, and Land Development Code ("LDC") provisions unique to the Study Area. Similar to the City of Orlando's Southeast Sector Plan, Orange County's Horizons West, and Lake County's Wellness Way Plan, this work effort would culminate with adoption of the plan into Port St. Lucie's Comprehensive Plan and LDC.

The effort would be best achieved in collaboration with St. Lucie County, the St. Lucie County School Board, and a robust Stakeholder Group. Issues of utility service delivery and fire station location would best be resolved through this process. The resulting Special Plan and code amendments could address the following issues:

a. Walkable neighborhood form and design;
b. School centered neighborhoods;
c. An economic development/employment component guaranteeing land set asides for non-residential development;
d. Detailed mobility plan with complete street cross sections and interconnectivity standards;
e. Neighborhood and community park standards; and
f. Ensuring that infrastructure financing is appropriately allocated to the benefiting development.

The implementation of a Special Plan would allow for any applicant to propose comparable solutions as an alternative approach as long as the purpose and intent of the Special Plan was met. All development proposals would be required to be zoned 'Planned Development'.

Special Plans like these often include new planning and design approaches because the land is in a greenfield state. One suggestion might be to create a plan based on the principles of the 15-minute City and incorporate elements of Traditional Neighborhood Design.

Advantages

- Explicitly acknowledges the importance of development activities at the edge of the existing City boundaries.
- Offers the most comprehensive policy considerations.
- Further strengthens Comprehensive Plan directives
- Addresses longer term solutions indicative of predictability and political stability.
- Provides the policy basis for formal land development adopted standards for new development.
- The Special Plan can be a foundation for targeted economic development initiatives.

Disadvantages

- Development interests in the community may not embrace additional capital and/ or operating obligations within the Special Plan.
- Timeframe to complete a Special Plan may be extensive.

2 *Implementation Plan Only*

In lieu of a Special Plan, an Implementation Plan would be developed which relied upon the City's existing FLU and Zoning regime, but would focus on LDC provisions listed below that ensured the delivery of infrastructure at the time of impact of development. The existing development plan review process of the City would be evaluated and modified to allow for the implementation provisions of the Study Area.

Advantages

- Codifies all the advantages associated with Special Plan.
- Cost to implement may be lower than a Special Plan.
- Would be targeted to discrete areas or types of development and action.

Disadvantages

- May offer less protection and predictability than a Special Plan.

3 *Development Agreements*

Every property within the Study Area or any other targeted area would be required to enter into a Development Agreement in accordance with provisions of Florida Statute Chapter 163 commensurate with annexation or other major action. This would be the best mechanism to ensure that the provisions of the Special Plan, Implementation Plan, or compliance with the new LDC provisions would govern.

Advantages

- Ties policies of other plans and directives to a specific project or development.
- Offers further certainty to a developer and the City about respective obligations.
- The content and obligations of a Development Agreement are stipulated under Florida Statute Chapter 163.

Disadvantages

- The provisions of a development agreement under Chapter 163 may offer fewer protections and options for a local government than alternatives afforded under the City's own home rule powers.

SECTION 6.3

OPTIONS CENTERED ON FINANCIAL INDUCEMENT

1 *Prop Share Program for Mobility Impacts*

The roadway network analysis conducted in the course of this Study reveals impacts from the Study Area on specific existing roadways within the City. An allocation of the costs to address these impacts could be established and implemented by a special assessment or other allocation tool for the Study Area. This assessment would be above and beyond the existing Road and Mobility Impact Fee.

Each project in the Study Area would be required to submit a traffic study prior to rezoning, which would address their fair share cost of network improvements based on the framework established by the City.

Advantages

- Explicitly acknowledges the importance of transportation cost and needs.
- Focuses on transportation which is the capital item ostensibly of greatest concern.
- Focuses on sources of potential receipts that currently accrue advantageous to the County.
- Depending on the process through which it is implemented might also play into infill occurring within the City limits.
- May provide assurance of capital early in a project's planning and approval process.
- By definition assures a developer what the cost of a shared transportation segment might be, typically will allow a developer to pay the cost and proceed.

Disadvantages

- Requires careful calculation with each specific road segment and development being considered.

Note: Should this approach be found to be Impact Fee creditable against the existing Road and Mobility Fees, a new Road and Mobility Fee schedule for the Study Area could be established to accurately reflect the total impact on the network due to increased marginal cost of the Study Area's remote nature.

2 Road and Mobility Impact Fees

The City relies upon the conventional approach to the collection of fees and the funding of mobility improvements. The traditional approach to collection is at the time of building permit for each residential unit and individual non-residential building.

An alternative approach to the Study Area implementation could include a negotiated approach for the payment of impact fees at the time of platting of residential subdivisions, which are typically phased. This would infuse larger lump sum revenues to the City earlier in the process to accelerate roadway and mobility fee projects. This approach has worked in other jurisdictions and also provides an incentive for the developer to construct those improvements at the beginning of each phase of development for impact fee credits. The requisite traffic study would identify required lump sum payments by phase to address the impacts of the project. This approach could be achieved via a voluntary annexation and development agreement or a mobility fee agreement with the developer which would be required at the time of rezoning.

Advantages

- Explicitly acknowledges the importance of transportation cost and needs.
- Strong focus on transportation capital which is among the City's greatest concerns.
- Focuses on sources of potential receipts that currently accrue advantageous to the County.
- Provides funding for mobility improvements much earlier in the development process to allow capacity improvements to occur as the impacts occur, unlike standard impact fee system.
- A mobility fee offers some financial resources for the City that may not require a commitment to road and road construction.
- A mobility fee already exists.

Disadvantages

- Such fees tend to be the highest among impact fees charged.
- Such fees are often challenged and resisted by the development community.
- As matter of policy, such fees rarely cover full costs.

3 Park Impact Fees

If the Special Plan approach is not undertaken, a Park Plan would need to be established for the Study Area which will meet the City's neighborhood and community park standards. Developers could enter into voluntary annexation and development agreement(s) whereby payment of Park Impact Fees in lump sum could be made at the time of platting (residential) or agree to construct and dedicate parks to the City for impact fee credits. The City may choose to have certain neighborhood parks be owned and maintained by a Home Owners Association ("HOA"), Community Development District ("CDD"), or other governance mechanism approved by the City. Neighborhood parks would be required to be completed prior to

the issuance of a certificate of completion of the improvements of the approved phase of a subdivision or development plan.

Advantages
- Ensures a character of neighborhood development that includes a robust level of neighborhood parks, but not necessarily requiring any City capital or operating expenditures if, during the entitlement process, HOA or CDD managed/owned parks are required.
- Aligns with City's interest in such services and facilities.
- Rarely resisted by existing residents since costs are levied against new development.

Disadvantages
- As a matter of policy, rarely recovers full cost and state law limits the level of fee increases.

4 *Law Enforcement Impact Fees*

Given that police patrol is largely delivered without the need for fixed precinct/building locations, no change is recommended in the level or means of collection of the impact fee. Further examination of the structure of the fee basis might result in a future recommendation.

Advantages
- Aligns with City's interest in such services and facilities.
- Law Enforcement Impact Fees already exist.

Disadvantages
- As a matter of policy rarely recovers full cost.

SECTION 6.4

OPTIONS COMBINING FINANCIAL INDUCEMENT & POLICY

1 *Special Assessment Districts*

Pursuant to Chapter 170.01, Florida Statues, the City can levy assessments against benefiting properties to fund capital improvements as long as the rate of assessment is based on the special benefit accruing to any property. This benefit must be different in type or degree from benefits provided to the City as whole.

This tool should be considered only after a capital plan for the Study Area is established and it is confirmed that the required capital improvements differ in type or degree from what would be required in the City. Should a Special Plan for the Study Area be developed, this tool can be very effective in establishing funding mechanisms for any unique capital requirements.

This tool can also be used to bond assessment proceeds to advance capital projects.

Advantages
- Legally, special assessment are not taxes.
- An additional specific revenue outside of the existing millage.
- Does not require referendum to be adopted.
- May be applied exclusively to an area or project.
- Assures major costs are focused on area or service in question.
- Has broad applicability to a range of services provided by City.
- Can be used for operations and well as capital.
- Can be combined with existing general fund revenues.
- A secure source for bond debt.

Disadvantages
- Generates some resentment when services perceived to be paid for through general revenues are addressed instead by special fees or charges, although residents and property owners would be made aware of such assessments at the time of purchase of property.

SECTION 6.5

CONCLUDING STATEMENTS

Based on the extensive information and conditions analyzed and presented in this Study, the City, by virtue of regional context, will continue to experience growth pressures at the edge of its current municipal boundaries. While there are certainly smaller opportunities in existing areas within the City's municipal boundaries, these do not present the same scale of growth implications as development reasonably anticipated to occur within the Study Area. Regardless of direct City intervention, the trend of converting historically agricultural or less intense lands to higher value residential, mixed-use, and similar uses will persist.

Anticipated and proposed development within the Study Area is likely to continue to be received favorably by the County. Absent self-imposed financial structures by developers, unless proposed developments and projects are annexed into the City or the County exacts extraordinary requirements from the developer to the benefit of the City, the City will bear an undue burden of service and capital costs. As has been extensively documented throughout this Study, without some level of control, a substantial portion of the capital and operational costs associated with service provision will continue to fall upon the City.

This fiscal impact analysis presented in this Study clearly indicates that the City currently manages its fiscal responsibilities well for a community of its size and composition based on prior spending. City spending for almost any category of service, program, or facility falls in line with benchmarks from other communities. Going forward, it is likely that additional residential and non-residential development brought into the City through growth internal to the City's existing municipal boundaries or annexation practices will significantly enhance the City's fiscal position.

Though the value of new development would likely improve the City's financial capabilities relative to most costs, the burden of transportation costs stemming from anticipated reasonable development within the Study Area alone would likely have a deleterious effect on the City's fiscal position. Once the magnitude of major new transportation impacts and the associated obligations are considered, the data clearly indicates potential for substantial impacts on the fiscal outcomes achievable in the City. Unless all, or most of, these transportation-related capital costs can be placed onto new development itself in some way, through policy action and/or with improved cooperation between the City and County, the City's financial position could, and likely would, begin to erode. Regardless of the density, intensity, and mix of uses embraced for policy purposes, it is evident that the Study Area at full built-out will generate very high levels of receipts.

While several available policy responses have been presented in this Study, including a description of what is likely to occur with no intervention from the City, compared with modest or more aggressive action, all options explicitly recognize the need for improved cooperation and collaboration between the City and County. Further, all of the tools presented intentionally share the specific objectives of (1) identifying critical cost considerations in the regulatory and development processes, and (2) shifting all, or a substantial portion of, these costs back to their source. The options presented underscore the importance of policy intervention at some level, a decision not to act does not change the more costly disadvantages of the established arrangement.

At the very least, concerns or issues raised in the course of this Study need further study and evaluation to assure there are time and resources to advance an appropriate infrastructure response. The options outlined within this Study are basic choices for dealing with future needs but, by themselves, may not be a sufficient platform for dealing with real or perceived prior deficiencies existing today which cannot be accommodated or paid for by future growth. Those prior deficiencies, however, will become more deleterious and burdensome to the City if future needs are not properly addressed.

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City Council Meeting:
Draft Public Buildings Impact Fees

Port St. Lucie, Florida
July 28, 2025

Bethesda, MD | 301.320.6900
TischlerBise.com

Overview

- **Impact Fee Basics**
- **Project Timeline**
- **Land Use Assumptions**
- **Level-of-Service Analysis**
- **Proposed Fees**

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Impact Fee Basics

- **One-time payment for growth-related infrastructure, usually collected when building permits are issued**
- **Can't be used for operations, maintenance, or replacement**
- **Not a tax. A contractual arrangement to build growth-related infrastructure**
- **Level of service (LOS) may not exceed what is provided to existing development**
- **Three requirements:**
  - **Need** (system improvements, not project-level improvements)
  - **Benefit**
    - Short range expenditures
    - Geographic service areas and/or benefit districts
  - **Proportionate** to demand

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Fee Methodologies

- **Cost Recovery Approach (Past)**
  - Future development is "buying in" to the cost the community has already incurred to provide growth-related capacity
  - Common in communities approaching buildout
- **Incremental Expansion Approach (Present)**
  - Formula-based approach based on existing levels of service
  - Fee is based on the current cost to replicate existing levels of service (i.e., replacement cost)
- **Plan-Based Approach (Future)**
  - Usually reflects an adopted CIP or master plan
  - Growth-related costs are more refined

Evaluate Need for Credits

- **Site specific**
  - Developer constructs a capital facility included in fee calculations
- **Debt service**
  - Avoid double payment due to existing or future bonds
- **Dedicated revenues**
  - Property tax, local option sales tax, gas tax, etc.

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Project Timeline

- **May 2025:** Project Initiation
- **May - June:** Develop Land Use Assumptions
- **June - July:** Calculate Impact Fees
- **July:** Staff Review
- **July 22:** Public Workshops
- **July 28:** City Council Meeting - Workshop
- **August 4:** City Council Meeting - First Reading
- **August 25:** City Council Meeting - Second Reading
- **November 1:** Fees Effective

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Residential Demand Factors

Draft

We use occupancy factors calculated from American Community Survey estimates to estimate demand by housing type.

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy
Single-Family Units[1]	204,931	72,278	2.84	77,543	2.64	89.8%	6.80%
Multi-Family Units[2]	11,814	5,811	2.03	7,342	1.61	8.5%	20.90%
Mobile Home Units	2,698	1,096	2.46	1,513	1.78	1.8%	27.60%
Total	219,443	79,185	2.77	86,398	2.54	100.0%	8.30%

Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates.

1. Includes detached and attached (i.e. townhouses) units.
2. Includes dwellings in structures with two or more units.
3. Includes mobile homes and all other units.

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Residential Assumptions

Draft

Population

2020 – 2025 : +58,000 peak population

2025+: The Port St. Lucie Comprehensive Plan Update uses Bureau of Economic and Business Research (BEBR) projections.

Year	Permanent	Seasonal	Peak
2020	204,851	5,983	210,834
2021	214,514	6,265	220,779
2022	224,916	6,569	231,485
2023	239,653	6,999	246,652
2024	253,959	7,417	261,376
BEBR Medium-High Projections			
2025	261,368	7,634	269,002
2030	293,035	8,558	301,594
2035	321,410	9,387	330,798
2040	346,263	10,113	356,376
2045	369,306	10,786	380,092

Source: City of Port St. Lucie Comprehensive Plan Update Population Projections, 2025

Housing Units

2021 – 2024 building permit data averages over 5,000 housing units per year.

Year	Single Family	Multi-Family	Total
2021	2,250	828	3,078
2022	3,877	1,444	5,321
2023	8,024	166	8,190
2024	3,523	255	3,778
Total	17,674	2,693	20,367
Average	4,419	673	5,092

Source: Building Permit Data, Port St. Lucie, Florida

Projections assume new housing units will be 86.8% single family and 13.2% multi-family.

Year	Single Family	Multi-Family	Total
2021	73.1%	26.9%	100.0%
2022	72.9%	27.1%	100.0%
2023	98.0%	2.0%	100.0%
2024	93.3%	6.7%	100.0%
Total	86.8%	13.2%	100.0%

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Residential Projections

Draft

Population: Projected using medium-high projections from the Port St. Lucie Comprehensive Plan Update (yellow cells).

Housing Units: Projected by applying ACS occupancy factors and the housing unit mix from recent construction to population projections.

Port St. Lucie	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	10-Year Increase
		Base Year	1	2	3	4	5	6	7	8	9	10	
Population													
Permanent	253,959	261,368	267,701	274,035	280,368	286,702	293,035	298,710	304,385	310,060	315,735	321,410	60,042
Seasonal	7,417	7,634	7,819	8,004	8,189	8,374	8,558	8,725	8,891	9,056	9,222	9,387	1,753
Total	261,376	269,002	275,520	282,039	288,557	295,076	301,594	307,435	313,276	319,116	324,957	330,798	61,796
Housing Units													
Single Family	88,571	90,992	93,062	95,132	97,201	99,271	101,341	103,196	105,050	106,905	108,759	110,614	19,622
Multi-Family	12,616	12,985	13,300	13,616	13,931	14,246	14,562	14,844	15,127	15,410	15,692	15,975	2,990
Total	101,187	103,977	106,362	108,747	111,132	113,518	115,903	118,040	120,177	122,314	124,452	126,589	22,612

Projected average annual increase:
1,962 single-family units
299 multi-family units

2021-2024 average annual increase:
4,419 single-family units
673 multi-family units

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Nonresidential Demand Factors

Draft

We use employment density factors published by the Institute of Transportation Engineers (ITE) to estimate demand by land use.

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Emp Per Dmd Unit	Square Feet Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
320	Motel	room	3.35	25.17	0.13	na
550	University/College	student	1.56	8.89	0.18	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	1,000 Sq Ft	6.75	3.31	2.04	490
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
760	Research & Dev Center	1,000 Sq Ft	11.08	3.37	3.29	304
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

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Existing Nonresidential Development

Draft

Nonresidential Category	2024 Jobs[1]	Percent of Total Jobs	2024 Estimated Floor Area[2]
Industrial[3]	5,557	12%	6,786,150
Commercial[4]	13,387	29%	8,008,215
Office & Other Services[5]	21,643	47%	6,923,450
Institutional[6]	5,397	12%	4,456,133
Total	45,984	100%	26,173,948

1. Esri Business Analyst, 2024.
2. TischlerBise calculation.
3. Major sectors are Manufacturing; Transportation & Warehousing.
4. Major sectors are Retail Trade; Accommodation & Food Services.
5. Major sectors are Health Care; Professional, Scientific & Tech Services.
6. Major sectors are Educational Services; Public Administration.

2024 Floor Area

1. WTL+a, Technical Memorandum #2, Market Conditions & Development Potentials, Southern Grove Master Plan, June 2020
2. 2020 – 2024 building permit data

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Recent Nonresidential Development

Draft

2020 – 2024 Building Permit Data

Nonresidential Floor Area	2020	2021	2022	2023	2024	Total	Average
Industrial	27,618	1,467,973	1,520,819	345,609	194,837	3,556,856	711,371
Commercial	205,734	55,293	81,141	172,936	67,726	582,830	116,566
Office & Other Services	61,426	43,999	33,459	122,748	264,288	525,920	105,184
Institutional	91,799	0	10,000	11,043	0	112,842	22,568
Total	386,577	1,567,265	1,645,419	652,336	526,851	4,778,448	955,690

Source: Building Permit Data, Port St. Lucie, Florida

The previous study used 2015 – 2020 permit trends to project future development. The proposed development projections use a combination of 2020 – 2024 permit trends (yellow) and 2015 – 2024 permit trends (orange).

	Average Annual Square Feet		
Development Type	2015-2020	2020-2024	2015-2024
Industrial	13,100	711,400	362,300
Commercial	71,800	116,600	94,200
Office & Other Services	59,600	105,200	82,400
Institutional	10,000	22,600	16,300
Total	154,500	955,800	555,200

Source: Building Permit Data, Port St. Lucie, Florida

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Nonresidential Projections

Draft

Floor Area: Projected using recent building permit data.

2020 – 2024 building permit average

2015 – 2024 building permit average

Employment: Projected using nonresidential floor area and ITE employment density factors.

Port St. Lucie	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	10-Year
	Base Year	1	2	3	4	5	6	7	8	9	10	Increase
Employment												
Industrial	5,859	6,100	6,340	6,581	6,822	7,063	7,186	7,309	7,431	7,554	7,677	1,818
Commercial	14,399	14,647	14,894	15,142	15,389	15,637	15,884	16,132	16,380	16,627	16,875	2,476
Office & Other Services	22,504	22,847	23,189	23,532	23,875	24,217	24,486	24,754	25,022	25,291	25,559	3,055
Institutional	6,040	6,104	6,169	6,234	6,298	6,363	6,427	6,492	6,556	6,621	6,686	646
Total	**48,801**	**49,697**	**50,593**	**51,489**	**52,384**	**53,280**	**53,983**	**54,686**	**55,390**	**56,093**	**56,796**	7,995
Nonresidential Floor Area												
Industrial	7,676,787	8,388,187	9,099,587	9,810,987	10,522,387	11,233,787	11,596,087	11,958,387	12,320,687	12,682,987	13,045,287	5,368,500
Commercial	8,484,901	8,601,501	8,718,101	8,834,701	8,951,301	9,067,901	9,184,501	9,301,101	9,417,701	9,534,301	9,650,901	1,166,000
Office & Other Services	7,187,738	7,292,938	7,398,138	7,503,338	7,608,538	7,713,738	7,796,138	7,878,538	7,960,938	8,043,338	8,125,738	938,000
Institutional	4,681,133	4,703,733	4,726,333	4,748,933	4,771,533	4,794,133	4,816,733	4,839,333	4,861,933	4,884,533	4,907,133	226,000
Total	**28,030,559**	**28,986,359**	**29,942,159**	**30,897,959**	**31,853,759**	**32,809,559**	**33,393,459**	**33,977,359**	**34,561,259**	**35,145,159**	**35,729,059**	7,698,500

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Development Projections

Draft

Port St. Lucie, Florida	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	10-Year Increase
	Base Year	1	2	3	4	5	6	7	8	9	10	
Population												
Permanent	261,368	267,701	274,035	280,368	286,702	293,035	298,710	304,385	310,060	315,735	321,410	60,042
Seasonal	7,634	7,819	8,004	8,189	8,374	8,558	8,725	8,891	9,056	9,222	9,387	1,753
Peak	**269,002**	**275,520**	**282,039**	**288,557**	**295,076**	**301,593**	**307,435**	**313,276**	**319,116**	**324,957**	**330,797**	**61,795**
Housing Units												
Single Family	90,992	93,062	95,132	97,201	99,271	101,341	103,196	105,050	106,905	108,759	110,614	19,622
Multi-Family	12,985	13,300	13,616	13,931	14,246	14,562	14,844	15,127	15,410	15,692	15,975	2,990
Total	**103,977**	**106,362**	**108,747**	**111,132**	**113,518**	**115,903**	**118,040**	**120,177**	**122,314**	**124,452**	**126,589**	**22,612**
Employment												
Industrial	5,859	6,100	6,340	6,581	6,822	7,063	7,186	7,309	7,431	7,554	7,677	1,818
Commercial	14,399	14,647	14,894	15,142	15,389	15,637	15,884	16,132	16,380	16,627	16,875	2,476
Office & Other Services	22,504	22,847	23,189	23,532	23,875	24,217	24,486	24,754	25,022	25,291	25,559	3,055
Institutional	6,040	6,104	6,169	6,234	6,298	6,363	6,427	6,492	6,556	6,621	6,686	646
Total	**48,801**	**49,697**	**50,593**	**51,489**	**52,384**	**53,280**	**53,983**	**54,686**	**55,390**	**56,093**	**56,796**	**7,995**
Nonres. Sq Ft (x1,000)												
Industrial	7,677	8,388	9,100	9,811	10,522	11,234	11,596	11,958	12,321	12,683	13,045	5,369
Commercial	8,485	8,602	8,718	8,835	8,951	9,068	9,185	9,301	9,418	9,534	9,651	1,166
Office & Other Services	7,188	7,293	7,398	7,503	7,609	7,714	7,796	7,879	7,961	8,043	8,126	938
Institutional	4,681	4,704	4,726	4,749	4,772	4,794	4,817	4,839	4,862	4,885	4,907	226
Total	**28,031**	**28,986**	**29,942**	**30,898**	**31,854**	**32,810**	**33,393**	**33,977**	**34,561**	**35,145**	**35,729**	**7,699**

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Public Buildings

Draft

- **Service Area: Citywide**
- **Fee Components**
  - Administrative Facilities: Incremental
  - Public Works Facilities: Plan-Based
  - Parking Facilities: Plan-Based
- **10-Year Demand**
  - Administrative Facilities: 24,536 sq ft, $12.9 million
  - Public Works Facilities: 71,576 sq ft, $46.8 million (planned)
  - Parking Facilities: 525 spaces, $15.8 million (planned)

Administrative Facilities (Incremental)

Draft

Port St. Lucie will use impact fees to fund future development's share of future administrative facilities.

To maintain the existing level of service, Port St. Lucie needs to build approximately 24,536 square feet of facilities to serve future development.

Description	Square Feet
City Hall - A (Council & Administration)	73,680
City Hall - B (Building & Engineering)	37,328
City Hall - Clinic	1,957
Total	112,965

Existing facilities

Cost Factors	
City Hall Expansion	$16,386,300
Square Feet	31,212
Cost per Square Foot	$525

We use the City Hall expansion project as a proxy for future facility costs.

Level-of-Service (LOS) Standards	
Existing Square Feet	112,965
Residential	
Residential Share	81%
2025 Population	269,002
Square Feet per Person	0.3402
Cost per Person	$178.58
Nonresidential	
Nonresidential Share	19%
2025 Jobs	48,801
Square Feet per Job	0.4398
Cost per Job	$230.90

Port St. Lucie provides 0.3402 square feet per person to residential development in 2025.

Port St. Lucie provides 0.4398 square feet per job to nonresidential development in 2025.

Source: Port St. Lucie Facilities Maintenance Department

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Administrative Facilities	0.3402 Square Feet	per Person	$525
	0.4398 Square Feet	per Job	

Demand for Administrative Facilities

Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2025	269,002	48,801	91,501.7	21,463.4	112,965.0
2026	275,520	49,697	93,718.9	21,857.3	115,576.2
2027	282,039	50,593	95,936.1	22,251.2	118,187.4
2028	288,557	51,489	98,153.4	22,645.2	120,798.6
2029	295,076	52,384	100,370.6	23,039.1	123,409.8
2030	301,593	53,280	102,587.6	23,433.1	126,020.6
2031	307,435	53,983	104,574.7	23,742.3	128,317.0
2032	313,276	54,686	106,561.4	24,051.6	130,613.0
2033	319,116	55,390	108,548.2	24,360.9	132,909.1
2034	324,957	56,093	110,534.9	24,670.2	135,205.1
2035	330,797	56,796	112,521.4	24,979.5	137,500.8
10-Yr Increase	61,795	7,995	21,019.7	3,516.1	24,535.8
Growth-Related Expenditures			$11,035,349	$1,845,968	$12,881,317

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Public Works Facilities (Plan-Based)

Draft

Port St. Lucie will construct new Public Works facilities to serve existing and future development.

Description	Square Feet	Cost	Cost per Sq Ft
Public Works Facility - Phase I	45,000	$29,393,465	$653
Public Works Facility - Phase II	10,973	$7,167,433	$653
Public Works Facility - Phase III	15,603	$10,191,694	$653
Total	71,576	$46,752,592	$653

Source: Port St. Lucie Facilities Maintenance Department

The new facilities will replace 31,009 square feet of existing facilities (ineligible for impact fee funding).

Description	Existing	Phase I	Phase II	Phase III	Future
Public Works - 1 (Administration)	4,448	-4,448	0	0	0
Public Works - 2 (Warehouse 1 & 2)	7,237	0	-7,237	0	0
Public Works - 3 (Traffic)	4,702	-2,088	-2,614	0	0
Maintenance Garage	14,622	0	0	-14,622	0
Subtotal, Existing	31,009	-6,536	-9,851	-14,622	0
Public Works Facility - Phase I	0	45,000	0	0	45,000
Public Works Facility - Phase II	0	0	10,973	0	10,973
Public Works Facility - Phase III	0	0	0	15,603	15,603
Subtotal, Planned	0	45,000	10,973	15,603	71,576
Total, Net New	0	38,464	1,122	981	40,567

Source: Port St. Lucie Facilities Maintenance Department

Maximum square feet eligible for impact fees

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Public Works Facilities (Plan-Based)

Draft

Port St. Lucie will use impact fees to fund future development's share of planned Public Works Facilities.

To reach the planned level of service, future development demands approximately 25,221 square feet of the new facilities.

Cost Factors	
Public Works Facilities Cost	$46,752,592
Public Works Facilities Square Feet	71,576
Cost per Square Foot	$653

The analysis allocates planned facilities to all development in 2055 (30-year debt).

Level-of-Service (LOS) Standards	
Planned Square Feet	71,576
Residential	
Residential Share	81%
2055 Population	421,629
Square Feet per Person	0.1375
Cost per Person	$89.82
Nonresidential	
Nonresidential Share	19%
2055 Jobs	70,861
Square Feet per Job	0.1919
Cost per Job	$125.36

Source: Port St. Lucie Facilities Maintenance Department

Port St. Lucie will provide 0.1375 square feet per person to residential development in 2055.

Port St. Lucie will provide 0.1919 square feet per job to nonresidential development in 2055.

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Public Works Facilities	0.1375 Square Feet	per Person	$653
	0.1919 Square Feet	per Job	

Demand for Public Works Facilities					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2025	269,002	48,801	36,989.5	9,365.9	46,355.4
2026	275,520	49,697	37,885.8	9,537.8	47,423.6
2027	282,039	50,593	38,782.1	9,709.7	48,491.8
2028	288,557	51,489	39,678.4	9,881.6	49,560.0
2029	295,076	52,384	40,574.7	10,053.5	50,628.2
2030	301,593	53,280	41,470.9	10,225.4	51,696.3
2031	307,435	53,983	42,274.2	10,360.4	52,634.6
2032	313,276	54,686	43,077.4	10,495.3	53,572.7
2033	319,116	55,390	43,880.5	10,630.3	54,510.8
2034	324,957	56,093	44,683.7	10,765.3	55,448.9
2035	330,797	56,796	45,486.7	10,900.2	56,386.9
2045	380,092	63,828	52,265.0	12,249.8	64,514.9
2055	421,629	70,861	57,976.6	13,599.4	71,576.0
30-Yr Increase	152,627	22,059	20,987.1	4,233.5	25,220.6

Growth-Related Expenditures	$13,708,524	$2,765,304	$16,473,828
Existing Development Expenditures	$24,161,076	$6,117,688	$30,278,764
Total Expenditures	$37,869,600	$8,882,993	$46,752,592

Parking Facilities (Plan-Based)

Draft

Port St. Lucie will use impact fees to fund future development's share of planned parking facilities.

To reach the planned level of service, future development demands approximately 185 parking spaces in the new parking garage.

Cost Factors	
Main Parking Garage Cost	$15,750,000
Parking Spaces	525
Cost per Space	$30,000

The analysis allocates planned facilities to all development in 2055 (30-year debt).

Level-of-Service (LOS) Standards	
2035 Parking Spaces	525
Residential	
Residential Share	81%
2055 Population	421,629
Parking Spaces per Person	0.0010
Cost per Person	$30.26
Nonresidential	
Nonresidential Share	19%
2055 Jobs	70,861
Parking Spaces per Job	0.0014
Cost per Job	$42.23

Source: Port St. Lucie Facilities Maintenance Department

Port St. Lucie will provide 0.0010 parking spaces per person to residential development in 2055.

Port St. Lucie will provide 0.0014 parking spaces per job to nonresidential development in 2055.

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Parking Facilities	0.0010 Parking Spaces	per Person	$30,000
	0.0014 Parking Spaces	per Job	

Demand for Parking Facilities					
Year	Population	Jobs	Parking Spaces		
			Residential	Nonresidential	Total
2025	269,002	48,801	271.3	68.7	340.0
2026	275,520	49,697	277.9	70.0	347.8
2027	282,039	50,593	284.5	71.2	355.7
2028	288,557	51,489	291.0	72.5	363.5
2029	295,076	52,384	297.6	73.7	371.4
2030	301,593	53,280	304.2	75.0	379.2
2031	307,435	53,983	310.1	76.0	386.1
2032	313,276	54,686	316.0	77.0	392.9
2033	319,116	55,390	321.9	78.0	399.8
2034	324,957	56,093	327.7	79.0	406.7
2035	330,797	56,796	333.6	80.0	413.6
2045	380,092	63,828	383.4	89.9	473.2
2055	421,629	70,861	425.3	99.8	525.0
30-Yr Increase	152,627	22,059	153.9	31.1	185.0

Growth-Related Expenditures	$4,618,124	$931,575	$5,549,699
Existing Development Expenditures	$8,139,376	$2,060,925	$10,200,301
Total Expenditures	$12,757,500	$2,992,500	$15,750,000

Existing Debt Credit

The analysis includes a credit for future debt payments on the existing Public Works facility debt.

A credit is necessary so future development doesn't pay for the Public Works facility through impact fees AND through future debt service payments.

The credit reduces the impact fee based on the net present value of future debt payments.

Year	Principal Due	Residential Share	Population	Payment per Person	Nonresidential Share	Jobs	Payment per Job
2022	$822,664	$666,358	231,485	$2.88	$156,306	42,277	$3.70
2023	$855,759	$693,165	246,652	$2.81	$162,594	42,656	$3.81
2024	$242,702	$196,588	261,376	$0.75	$46,113	45,984	$1.00
2025	$252,157	$204,248	269,002	$0.76	$47,910	48,801	$0.98
2026	$263,189	$213,183	275,520	$0.77	$50,006	49,697	$1.01
2027	$272,645	$220,843	282,039	$0.78	$51,803	50,593	$1.02
2028	$283,677	$229,779	288,557	$0.80	$53,899	51,489	$1.05
2029	$297,861	$241,267	295,076	$0.82	$56,594	52,384	$1.08
2030	$313,621	$254,033	301,593	$0.84	$59,588	53,280	$1.12
2031	$329,381	$266,798	307,435	$0.87	$62,582	53,983	$1.16
2032	$345,141	$279,564	313,276	$0.89	$65,577	54,686	$1.20
2033	$362,476	$293,606	319,116	$0.92	$68,871	55,390	$1.24
2034	$379,812	$307,648	324,957	$0.95	$72,164	56,093	$1.29
2035	$395,572	$320,413	330,797	$0.97	$75,159	56,796	$1.32
2036	$411,332	$333,179	335,914	$0.99	$78,153	57,499	$1.36
2037	$427,092	$345,944	341,029	$1.01	$81,147	58,203	$1.39
2038	$444,428	$359,986	346,145	$1.04	$84,441	58,906	$1.43
2039	$463,339	$375,305	351,260	$1.07	$88,034	59,609	$1.48
2040	$480,675	$389,347	356,376	$1.09	$91,328	60,312	$1.51
2041	$501,163	$405,942	361,119	$1.12	$95,221	61,015	$1.56
2042	$520,075	$421,261	365,862	$1.15	$98,814	61,719	$1.60
2043	$542,139	$439,132	370,606	$1.18	$103,006	62,422	$1.65
2044	$562,626	$455,727	375,349	$1.21	$106,899	63,125	$1.69
2045	$584,690	$473,599	380,092	$1.25	$111,091	63,828	$1.74
2046	$608,330	$492,747	384,442	$1.28	$115,583	64,532	$1.79
2047	$633,546	$513,172	388,792	$1.32	$120,374	65,235	$1.85
2048	$658,761	$533,597	393,143	$1.36	$125,165	65,938	$1.90
2049	$685,553	$555,298	397,493	$1.40	$130,255	66,641	$1.95
2050	$712,345	$576,999	401,843	$1.44	$135,346	67,344	$2.01
2051	$740,713	$599,977	405,800	$1.48	$140,735	68,048	$2.07
Total	$14,393,465	$11,658,707		$35.21	$2,734,758		$47.97

4.2%	Interest Rate	Credit per Person	$20.19	Credit per Job	$27.25

Future Debt Credit

The analysis includes a credit for future debt payments on future debt related to:

City Hall: $16,386,300

Public Works Facility: $15,000,000

Parking Garage: $15,750,000

A credit is necessary so future development doesn't pay for these improvements through impact fees AND through future debt service payments.

The credit reduces the impact fee based on the net present value of future debt payments.

Year	Principal Due	Residential Share	Population	Payment per Person	Nonresidential Share	Jobs	Payment per Job
2026	$2,694,093	$2,182,215	275,520	$7.92	$511,878	49,697	$10.30
2027	$2,802,476	$2,270,005	282,039	$8.05	$532,470	50,593	$10.52
2028	$794,809	$643,795	288,557	$2.23	$151,014	51,489	$2.93
2029	$825,776	$668,878	295,076	$2.27	$156,897	52,384	$3.00
2030	$861,903	$698,142	301,593	$2.31	$163,762	53,280	$3.07
2031	$892,870	$723,225	307,435	$2.35	$169,645	53,983	$3.14
2032	$928,997	$752,488	313,276	$2.40	$176,510	54,686	$3.23
2033	$975,447	$790,112	319,116	$2.48	$185,335	55,390	$3.35
2034	$1,027,058	$831,917	324,957	$2.56	$195,141	56,093	$3.48
2035	$1,078,669	$873,722	330,797	$2.64	$204,947	56,796	$3.61
2036	$1,130,280	$915,527	335,914	$2.73	$214,753	57,499	$3.73
2037	$1,187,052	$961,512	341,029	$2.82	$225,540	58,203	$3.88
2038	$1,243,824	$1,007,498	346,145	$2.91	$236,327	58,906	$4.01
2039	$1,295,435	$1,049,303	351,260	$2.99	$246,133	59,609	$4.13
2040	$1,347,046	$1,091,108	356,376	$3.06	$255,939	60,312	$4.24
2041	$1,398,657	$1,132,912	361,119	$3.14	$265,745	61,015	$4.36
2042	$1,455,429	$1,178,898	365,862	$3.22	$276,532	61,719	$4.48
2043	$1,517,363	$1,229,064	370,606	$3.32	$288,299	62,422	$4.62
2044	$1,574,135	$1,275,049	375,349	$3.40	$299,086	63,125	$4.74
2045	$1,641,229	$1,329,395	380,092	$3.50	$311,833	63,828	$4.89
2046	$1,703,162	$1,379,561	384,442	$3.59	$323,601	64,532	$5.01
2047	$1,775,417	$1,438,088	388,792	$3.70	$337,329	65,235	$5.17
2048	$1,842,512	$1,492,434	393,143	$3.80	$350,077	65,938	$5.31
2049	$1,914,767	$1,550,961	397,493	$3.90	$363,806	66,641	$5.46
2050	$1,992,183	$1,613,669	401,843	$4.02	$378,515	67,344	$5.62
2051	$2,074,761	$1,680,556	405,800	$4.14	$394,205	68,048	$5.79
2052	$2,157,339	$1,747,444	409,757	$4.26	$409,894	68,751	$5.96
2053	$2,245,077	$1,818,513	413,714	$4.40	$426,565	69,454	$6.14
2054	$2,332,816	$1,889,581	417,671	$4.52	$443,235	70,157	$6.32
2055	$2,425,716	$1,964,830	421,629	$4.66	$460,886	70,861	$6.50
Total	$47,136,300	$38,180,403		$107.27	$8,955,897		$147.00

4.0%	Interest Rate	Credit per Person	$61.87	Credit per Job	$83.98

Current Impact Fee Legislation

Draft

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

Proposed Public Buildings Fees (Residential)

Draft

Fee Component	Cost per Person	Cost per Job
Administrative Facilities	$178.58	$230.90
Public Works Facilities	$89.82	$125.36
Parking Facilities	$30.26	$42.23
Debt Credit - Existing	($20.19)	($27.25)
Debt Credit - Future	($61.87)	($83.98)
Total	$216.59	$287.26

The maximum justifiable fees are less than the statutory limit (50% increase).

Maximum Justifiable Fees = Proposed Fees

Residential Fees per Development Unit							
Development Type	Development Unit	Persons per Unit[1]	Maximum Justifiable	Current Fees[2]	Statutory Limit[3]	Proposed Fees	Increase / (Decrease)
Single Family	Housing Unit	2.84	$615	$516	$774	$615	$99
Multi-Family	Housing Unit	2.03	$440	$337	$506	$440	$103
Mobile Residence	Housing Unit	2.46	$533	$417	$626	$533	$116

Percent Increase	
Maximum Justifiable	Proposed Fees
19%	19%
31%	31%
28%	28%

Single-family fees must be phased in over two years (<25%).

Multi-family and mobile residence fees must be phased in over four years (>25% and <50%).

1. See Land Use Assumptions.
2. Current fees as of July 1, 2025.
3. This represents the maximum allowable increase (50 percent) to the current fees without extraordinary circumstances.

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Proposed Public Buildings Fees (Nonresidential)

Draft

Fee Component	Cost per Person	Cost per Job
Administrative Facilities	$178.58	$230.90
Public Works Facilities	$89.82	$125.36
Parking Facilities	$30.26	$42.23
Debt Credit - Existing	($20.19)	($27.25)
Debt Credit - Future	($61.87)	($83.98)
Total	$216.59	$287.26

Nonresidential fees increased in 2023 Impact Fee Study.

Statutory Limit = Proposed Fees

Nonresidential Fees per Development Unit								Percent Increase	
Development Type	Development Unit	Jobs per Unit[1]	Maximum Justifiable	Current Fees[2]	Statutory Limit[4]	Proposed Fees	Increase / (Decrease)	Maximum Justifiable	Proposed Fees
Commercial	1,000 Sq Ft	2.12	$609	$160	$174	$174	$14	281%	9%
Research & Dev. Center	1,000 Sq Ft	3.29	$945	$232	$254	$254	$22	307%	9%
Office	1,000 Sq Ft	3.26	$936	$264	$288	$288	$24	255%	9%
Nursing Home	1,000 Sq Ft	2.04	$586	$186	$203	$203	$17	215%	9%
Hospital	1,000 Sq Ft	2.86	$822	$234	$255	$255	$21	251%	9%
Day Care	Student	0.19	$55	$12	$14	$14	$2	358%	17%
University/College	Student	0.18	$52	$15	$17	$17	$2	247%	13%
Secondary School	1,000 Sq Ft	0.63	$181	$51	$56	$56	$5	255%	10%
Elementary School	1,000 Sq Ft	0.93	$267	$77	$84	$84	$7	247%	9%
Lodging	Room	0.13	$37	$33	$35	$35	$2	12%	6%
Assisted Living	Bed	0.61	$175	$54	$59	$59	$5	224%	9%
Mini-Warehouse	1,000 Sq Ft	1.45	$417	$3	$3	$3	$0	13800%	0%
Warehousing	1,000 Sq Ft	0.34	$98	$73	$80	$80	$7	34%	10%
Manufacturing	1,000 Sq Ft	1.89	$543	$142	$155	$155	$13	282%	9%
Light Industrial	1,000 Sq Ft	1.57	$451	$184	$201	$201	$17	145%	9%

Port St. Lucie will continue nonresidential phasing from the 2023 Impact Fee Study.

Port St. Lucie will review nonresidential fees in a future update.

1. See Land Use Assumptions.
2. Current fees as of July 1, 2025.
3. This represents the maximum allowable increase (50 percent) to the current fees without extraordinary circumstances.
4. 2023 Impact Fee Study statutory limit. The Florida Impact Fee Act says "an impact fee may not be increased more than once every 4 years."

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Public Building Fee Options

Draft

- **Option 1: No Extraordinary Circumstances**
  - Phasing for residential fees
  - No change to nonresidential fees (continue phasing from 2023 study)
- **Option 2: Residential Extraordinary Circumstances**
  - No phasing for residential fees (maximum fee in year 1)
  - No change to nonresidential fees (continue phasing from 2023 study)
- **Option 3: Residential and Nonresidential Extraordinary Circumstances**
  - No phasing for residential fees (maximum fee in year 1)
  - No phasing for nonresidential fees (maximum fee in year 1)

Proposed Public Buildings Fee Options

Draft

Option 1: No Extraordinary Circumstances

Development Type	Dev Unit	Year 1	Year 2	Year 3	Year 4
Single Family	Housing Unit	$566	$615	$615	$615
Multi-Family	Housing Unit	$363	$389	$414	$440
Industrial	1,000 Sq Ft	$73	$80	$80	$80
Commercial	1,000 Sq Ft	$160	$174	$174	$174
Office & Other Services	1,000 Sq Ft	$264	$288	$288	$288
Institutional	1,000 Sq Ft	$186	$203	$203	$203

Development Type	Year 1	Year 2	Year 3	Year 4	Total
Single Family	$1,171,498	$1,272,918	$1,272,918	$1,272,918	$4,990,252
Multi-Family	$114,481	$122,681	$130,565	$138,765	$506,492
Industrial	$51,932	$56,912	$56,912	$56,912	$222,668
Commercial	$18,656	$20,288	$20,288	$20,288	$79,521
Office & Other Services	$27,773	$30,298	$30,298	$30,298	$118,666
Institutional	$4,204	$4,588	$4,588	$4,588	$17,967
Total	$1,388,544	$1,507,684	$1,515,569	$1,523,768	$5,935,565

Option 2: Residential Extraordinary Circumstances

Development Type	Dev Unit	Year 1	Year 2	Year 3	Year 4
Single Family	Housing Unit	$615	$615	$615	$615
Multi-Family	Housing Unit	$440	$440	$440	$440
Industrial	1,000 Sq Ft	$73	$80	$80	$80
Commercial	1,000 Sq Ft	$160	$174	$174	$174
Office & Other Services	1,000 Sq Ft	$264	$288	$288	$288
Institutional	1,000 Sq Ft	$186	$203	$203	$203

Development Type	Year 1	Year 2	Year 3	Year 4	Total
Single Family	$1,272,918	$1,272,918	$1,272,918	$1,272,918	$5,091,671
Multi-Family	$138,765	$138,765	$138,765	$138,765	$555,059
Industrial	$51,932	$56,912	$56,912	$56,912	$222,668
Commercial	$18,656	$20,288	$20,288	$20,288	$79,521
Office & Other Services	$27,773	$30,298	$30,298	$30,298	$118,666
Institutional	$4,204	$4,588	$4,588	$4,588	$17,967
Total	$1,514,247	$1,523,768	$1,523,768	$1,523,768	$6,085,553

Option 3: Residential and Nonresidential Extraordinary Circumstances

Development Type	Dev Unit	Year 1	Year 2	Year 3	Year 4
Single Family	Housing Unit	$615	$615	$615	$615
Multi-Family	Housing Unit	$440	$440	$440	$440
Industrial	1,000 Sq Ft	$98	$98	$98	$98
Commercial	1,000 Sq Ft	$609	$609	$609	$609
Office & Other Services	1,000 Sq Ft	$936	$936	$936	$936
Institutional	1,000 Sq Ft	$586	$586	$586	$586

Development Type	Year 1	Year 2	Year 3	Year 4	Total
Single Family	$1,272,918	$1,272,918	$1,272,918	$1,272,918	$5,091,671
Multi-Family	$138,765	$138,765	$138,765	$138,765	$555,059
Industrial	$69,717	$69,717	$69,717	$69,717	$278,869
Commercial	$71,009	$71,009	$71,009	$71,009	$284,038
Office & Other Services	$98,467	$98,467	$98,467	$98,467	$393,869
Institutional	$13,244	$13,244	$13,244	$13,244	$52,974
Total	$1,664,120	$1,664,120	$1,664,120	$1,664,120	$6,65

Questions or Comments?

TO: Michelle Reid, Supervisor, Permitting Customer Service, Public Works

THRU: Rich Berrios, City Attorney

FROM: Margaret M. Carland, Senior Deputy City Attorney Thomas W Gritton Digitally signed by Thomas W Gritton Date: 2025.06.24 15:02:56 -04'00'

DATE: June 16, 2025

RE: Abandonment of Easement

Motion to Adopt Ordinance 25 -__, Abandoning a Portion of a Twenty (20) foot wide Rear Utility and Drainage Easement affecting Lot 2, Block 1828, Port St. Lucie Section Thirty-Five, as Recorded in Plat Book 15, Pages 10, 10A through 10P, of the Public Records of St. Lucie County, Florida.

The enclosed Ordinance has been reviewed and revised by the City Attorney's Office with respect to the request for an abandonment of a portion of a twenty (20) foot wide rear Utility and Drainage Easement affecting Lot 2, Block 1828, Port St. Lucie Section Thirty-Five, as Recorded in Plat Book 15, Pages 10, 10A through 10P, of the Public Records of St. Lucie County, Florida. The owner has submitted the Abandonment of Easement Application.

The request for the abandonment of a portion of a Twenty (20) foot wide rear Utility and Drainage Easement affecting the subject property and all supporting documentation have been reviewed and approved as to legal form and sufficiency. As such, the enclosed Ordinance has been prepared for presentment to the City Council for review and approval.

This office has confirmed that the survey and legal description associated with the Abandonment of Easement Application has been reviewed and approved by the Public Works Department, the Utility Department, and certain Utility Companies. Upon information and belief, the request for the abandonment of the above-described utility and drainage easement has been reviewed and recommended for approval by the Public Works Department and the Utility Systems Department. The agenda item shall be prepared and presented to the City Council by the Public Works Department.

MMC/bb
Enclosures:
Agenda Item Memo
Proposed Ordinance
c: Intake 25149-01