

ADDITIONAL INFORMATION

COUNCIL ITEM: 11A
DATE: 10-22-12

Condition 62

St. Lucie County and the developer shall either amend existing impact fee agreement RIF 04-002 or enter into an impact fee agreement, which in either form shall provide the developer credits against St. Lucie County Road Impact Fees on a dollar for dollar basis for transportation concurrency mitigation implemented pursuant to the Reserve DRI Development Order, including credits for:

- i) proportionate share and fair share payments previously paid or payable in the future by the developer; and
- ii) cost of transportation mitigation projects previously constructed or to be constructed by the developer. Transportation mitigation projects include all costs associated with a project, including design, permitting, right of way, construction and inspection costs to the extent applicable to a given mitigation project.

It is also recognized that Condition 32(C) of the Verano DRI Development Order provides that Verano Development, LLC, the developer of the Verano DRI, has voluntarily agreed to prioritize and advance certain improvements to St. Lucie West Boulevard at the request of St. Lucie County. As such, any amendment to RIF 04-002 or new impact fee agreement addressed by this condition shall also provide the option for the Reserve to utilize impact fee credits resulting from Condition 32(C), subject to Verano Development, LLC., authorizing as a party, the impact fee agreement.

The following Condition 32(C) from the Verano DRI Development Order is provided for reference.

Verano DRI Condition 32(C). The Developer has voluntarily agreed to prioritize and advance the following mobility improvements ("Priority Improvements"), subject to the ability to obtain requisite permits:

1. Within 18 months from the effective date of this fifth amendment to Resolution 09-R68 the Developer shall let contracts for the construction of the following improvements including the appropriate lane geometry, signalization), lighting and associated improvements:

- a. Dual eastbound left-turn lanes on St. Lucie West Boulevard at Peacock Boulevard;
- b. Including signal coordination between the I-95 west ramp, I-95 east ramp and Peacock intersection

2. Within 5 years from the effective date of this fifth amendment to Resolution 09-R68, or by 1,037 total P.M. peak hour trips, whichever occurs earlier, the Developer shall let contracts for construction the following improvements including the appropriate lane geometry, signalization, lighting and associated improvements:

- a. Construction of a second westbound lane on St. Lucie Boulevard from the I-95 and St. Lucie West Boulevard northbound ramps to the St. Lucie West Boulevard WB to I-95 SB ramp; and;

b. Conversion of the Peacock Boulevard, southbound through lane to a shared through and right-turn lane.

3. The Developer shall execute a binding agreement with the City of Port St. Lucie for the Priority Improvements, subject to permitting. The design, permitting, construction and inspection costs for the Priority Improvements shall be credited toward the \$3,595,076.00 proportionate share contribution as set forth in Condition 32B, including credits for design and permitting costs for any Priority Improvement component that is not permitted. The binding agreement shall specify options for how any balance of the \$3,595,076 proportionate share that is not expended on the Priority Improvements (“Remaining Proportionate Share”) shall be applied to achieve a mobility improvement to St. Lucie West Boulevard, which shall be prioritized in the following order:

a. utilizing the Remaining Proportionate Share, in conjunction with sufficient funding from other sources, to widen St. Lucie West Boulevard to four lanes through all or part of the segment between the east end of St. Lucie West Overpass and Peacock Boulevard and/or to construct additional improvements to the St, Lucie West/Peacock Boulevard intersection; or

b. utilizing the Remaining Proportionate Share to construct improvements to St. Lucie West Boulevard within one mile to the east of the bridge.

The above options in Condition 32(C)3.a. and b. shall be credited in the same manner as described for the Priority Improvements. The developer and City also have the option to execute a binding agreement to implement only Condition 32(C)1 rather than Condition 32(C)2 and utilize the Remaining Proportionate Share, in conjunction with funding from FDOT or any other available funding source, to expedite all or a part of the improvements described in Condition 32(C)3.a. If this option is utilized, the Remaining Proportionate Share payment would be due within 5 years from the effective date of this fifth amendment to Resolution 09-R68, or by 1,037 total P.M. peak hour trips, whichever occurs earlier. Implementation of Condition 32(C) shall fully satisfy mitigation requirements for impacts to St. Lucie West Boulevard.

Karen Phillips

From: Daniel Holbrook
Sent: Friday, October 19, 2012 4:52 PM
To: Greg Oravec; Roxanne Chesser; Bridget Kean
Cc: John Finizio; Karen Phillips
Subject: FW: Reserve Condition 62
Attachments: Reserve Condition 62 submitted on 10-18.docx.docx

From: Mark Satterlee []
Sent: Friday, October 19, 2012 4:37 PM
To:
Cc: Daniel McIntyre; Daniel Holbrook; Kara Wood; John Csapo ()
Subject: RE: Reserve Condition 62

Per your email of 10/19/12, I am attaching the revised Condition 62 that we propose to include in the St. Lucie County Reserve Development Order. As you will note, it references and includes the draft Verano DRI Condition 32(C) as requested. My client has worked in good faith to be responsive to Growth Management staff's requests, notwithstanding that this non-substantial deviation does not require any additional conditions. The priority improvements advanced by Condition 32(C) represent a significant **voluntary** commitment that is not required for the Reserve amendment, but that will clearly inure to the benefit of Reserve residents. This condition will require that my client advance significant funding (in the millions) well ahead of the schedule otherwise required for improvements to

- provide for the construction of a new 100,000-gallon water storage tank and associated infrastructure, including the FDOT, in compliance with the Florida Department of Transportation's requirements;
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Mark Satterlee, M.P., Director
County of St. Lucie, Florida
500 South US Highway 1
Fort Pierce, FL 34946
(888) 322-7272

From: []
Sent: Thursday, October 18, 2012 3:39 PM
To: Mark Satterlee; Daniel McIntyre
Cc: ;
Subject: Reserve Condition 62

Gents:

Per your discussions with John Csapo, I have attached revised Condition 62 that we propose to include in the St. Lucie County Reserve Development Order. As you will note, it references and includes the draft Verano DRI Condition 32(C) as requested. My client has worked in good faith to be responsive to Growth Management staff's requests, notwithstanding that this non-substantial deviation does not require any additional conditions. The priority improvements advanced by Condition 32(C) represent a significant **voluntary** commitment that is not required for the Reserve amendment, but that will clearly inure to the benefit of Reserve residents. This condition will require that my client advance significant funding (in the millions) well ahead of the schedule otherwise required for improvements to

St. Lucie West Boulevard. On that basis, we ask for your support for our Reserve amendments as well as the Verano amendment. We will provide documentation regarding impact fee credits next week as discussed.

Regards,

Kenneth Metcalf, AICP
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