

PORT ST. LUCIE CITY COUNCIL  
Agenda Item Request

MEETING: CITY COUNCIL Regular  Special

DATE: August 5, 2011

Public Hearing  Ordinance  Resolution  Motion

ITEM: Interlocal agreement with the County to administer CDBG Disaster Funding for Port St. Lucie in the amount of \$1,667,033 for drainage improvements to Park's Edge and East/West Dunbrooke Extension

RECOMMENDED ACTION: Approve interlocal agreement.

EXHIBITS: Interlocal Agreement w/Exhibit A Describing PSL Projects

SUMMARY EXPLANATION/BACKGROUND INFORMATION: Congress allocated funding for communities impacted by the 2008 Hurricane Season. The county received \$2,691,922 in CDBG Disaster Funding from the 2009 Consolidated Security, Disaster Assistance, and Continuing Appropriations Act. Port St. Lucie has been allocated \$1,667,033 of that funding for the projects listed above.

IF PRESENTATION IS TO BE MADE, HOW MUCH TIME WILL BE REQUIRED?

SUBMITTING DEPARTMENT: Community Services DATE: 8/5/11

**RECEIVED**

AUG 12 2011

City Manager's Office

# Memorandum

**To:** JERRY BENTROTT, CITY MANAGER  
**C:** GREGORY J. ORAVEC, ASSISTANT CITY MANAGER  
**From:** TRICIA SWIFT-POLLARD, COMMUNITY SERVICES DIRECTOR *TSP*  
**Date:** AUGUST 11, 2011  
**Re:** DISASTER FUNDING FOR PARK'S EDGE AND DUNBROOKE  
EXTENSION

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I have attached an agenda item request for the August 22, 2011 Council Meeting for approval of an Interlocal Agreement with the County to administer CDBG Disaster supplemental funding. Earlier this year, the County was approved for CDBG Disaster supplemental funding for communities impacted by the 2008 Hurricane Season. The City proposed to utilize \$1,408,182 of the funding to upgrade drainage in Parks Edge neighborhood in western Port St. Lucie off Darwin Blvd east of Windmill Point Elementary School. The remaining funding of \$258,851 is proposed for the East/West Dunbrooke area east of US# 1 north of Walton Road. Both projects were required to be in a HUD designated low/moderate income area.

As the County is the only entity approved for the disaster funding, the City must execute an Interlocal agreement with the County in order to allow the County to expend the funding within the City limits. I have attached the Interlocal agreement; this agreement has been reviewed by our legal department.

Please let me know if you have any questions or require additional information. These disaster funds come from the federal Department of Housing and Urban Development to the state, and then to the County. The County will be responsible for paying the contractors in coordination with the City's project manager.

**RECEIVED**

**AUG 12 2011**

**City Manager's Office**

**INTERLOCAL AGREEMENT**  
**BETWEEN THE CITY OF PORT ST. LUCIE**  
**AND**  
**ST. LUCIE COUNTY**  
**FOR COMMUNITY DEVELOPMENT BLOCK GRANT**  
**DISASTER RECOVERY FUNDING**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **City of Port St. Lucie**, a Florida Municipal Corporation (“City”), and **St. Lucie County**, Florida, a political subdivision of the State of Florida (“County”).

WITNESSETH:

**WHEREAS**, Chapter 163, Florida Statutes, permits governmental units to enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

**WHEREAS**, both the City and the County are authorized by general law to provide for the health, safety, and welfare of citizens within their respective jurisdictions and now desire to make the most efficient use of their powers by entering into this Agreement to serve their mutual best interests and advantage; and

**WHEREAS**, The City and the County are eligible to apply for a Community Development Block Grant (“CDBG”) Disaster Recovery Initiative (“DRI”) Funding from the State of Florida Department of Community Affairs (“DCA”) in the form of Federal Housing and Urban Development (“HUD”), from the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 (Public Law 110-329, approved September 30, 2008) which appropriated \$6.5 billion in Community Development Block Grant funds for disaster relief, long-term recovery, and restoration of infrastructure, housing and economic revitalization directly related to the effects of the 2008 hurricane season disasters covered by Presidential disaster declarations; and

**WHEREAS**, the City desires the County to administer the CDBG DRI to the benefit of all, within funds available for activities such as housing, land acquisition, rebuilding, infrastructure, and economic revitalization necessary as a result of damage from the Hurricane Season of 2008; and

**WHEREAS**, an interlocal agreement is required if another local government will be providing required public services, or if a CDBG DRI-funded activity is outside the jurisdiction of the applying local government.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the City and the County hereby agree as follows:

1. Purpose. The purpose of this Interlocal Agreement is to designate that the County will be the lead agency and administer CDBG DRI funds awarded to the parties as a result of the 2008 Hurricane Season to the benefit of all. The complete Application for CDBG DRI Funding, including attachments and supplements, is attached hereto as Exhibit "A" and incorporated herein by reference. All activities will meet one of the three national objectives set out in the Housing Community Development Act (address slum and blight, urgent need, primarily benefit LMI persons). The grant funds will be used for the following projects:

- |  |             |
|--|-------------|
| A. Park's Edge Storm Drainage Upgrade                  | \$1,408,182 |
| B. East/West Dunbrooke Extension Drainage Improvement: | \$258,851   |

2. Administration. The City agrees to allow the County to administer the CDBG DRI in conformance with all applicable HUD requirements, as administered by DCA, and as delineated more specifically in the Application, attached hereto as Exhibit "A", and in the Grant Award Agreement between the County and DCA. The parties acknowledge and agree that the County shall retain the following percentages of the Grant Award in accordance with the program guidelines:

- |                                     |    |
|-------------------------------------|----|
| A. Infrastructure Activity Delivery | 5% |
|-------------------------------------|----|

The City acknowledges and agrees that it will not receive any administrative funds pursuant to this Agreement and will be responsible for any project costs in excess of the Grant Award.

3. Term/Termination. The term of this Agreement shall begin on the date the County executes an Agreement with DCA and on the date of filing with the Clerk of the Circuit Court of St. Lucie County, and shall expire as of the date the CDBG DRI is administratively closed out by the County.

4. Notices. In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice shall provide it in writing, send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to County: County Administrator  
2300 Virginia Avenue  
Fort Pierce, FL 34982

With copies to: County Attorney  
2300 Virginia Avenue  
Fort Pierce, FL 3482

Housing and Community Services Director  
2300 Virginia Avenue  
Fort Pierce, FL 34950

If to the City: City Manager  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

With copies to: City Attorney  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34981

Community Services Director  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL

5. Modification. No modification, amendment, or alteration in the terms of conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6. Execution. This interlocal Agreement shall be executed in triplicate and each shall be considered an original.

7. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties to this Interlocal Agreement. No right of cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

8. Assignment. This Agreement shall be binding on the parties, their representatives, successors and assigns. Neither party shall assign this Agreement or the rights or obligations hereof to any other person or entity without the prior written consent of the other party.

9. Indemnification. The County, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous acts, which result in claims or suits against either County or the City, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortuous acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28, Florida Statutes (2009), or any other similar provision of law. Nothing contained herein shall be construed to be consent by either party to be sued by third parties in any matter arising out of this or any other agreement.

10. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties continue to be effected.

11. Applicable Law/Disputes/Litigation. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Any dispute involving litigation between the County and the City is subject to all provisions of Chapter 164, Florida Statutes. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement, the venue for such litigation shall be in St. Lucie County, Florida.

12. Effective Date. This Agreement shall take effect upon filing a fully executed copy with the Clerk of the Circuit Court of St. Lucie County.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement for the purpose herein expressed as of the date and year first written above.

**ATTEST:**

**CITY OF PORT ST. LUCIE, FLORIDA**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF ST. LUCIE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
County Attorney

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Rev. 6.21.11

EXHIBIT A

EXECUTIVE SUMMARY OF ST. LUCIE COUNTY 'S

2011 CDBG DISASTER APPLICATION

WITH DETAILED DESCRIPTION OF PSL PROJECTS

BOARD OF  
COUNTY  
COMMISSIONERS



HOUSING &  
COMMUNITY  
SERVICES

DETH RYDER  
DIRECTOR

Executive Summary

St. Lucie County is proposing, in its application for Community Development Block Grant Disaster Recovery Enhancement Funds, to enter into interlocal agreements with the Cities of Fort Pierce and Port St. Lucie. St. Lucie County will administer the program.

The City of Fort Pierce is proposing the following public facility improvements.

- Restoration of the historic St. Anastasia Catholic School.
- Installation of informational Signage at Fisherman's Wharf Marina.
- Renovation of the Police Athletic League Youth Center.
- Improve ADA Accessibility to Veterans Memorial Park.
- Expansion of Jetty Park

All sites proposed suffered damage from Tropical Storm Fay. A detailed narrative of each project can be found in the application.

The City of Port St. Lucie is proposing the following infrastructure projects

- Improvement of the Parks Edge Storm Drainage System.
- Improvement of East/West Dunbrooke Drainage System.

Both sites experienced significant flooding during Tropical Storm Fay. A detailed narrative of each project can be found in the application.

St. Lucie County is proposing to complete the Harmony Heights storm water drainage project that was started with COBG Disaster Recovery Funds for Tropical Storm Fay. A detailed narrative can be found in the application.

<b>LOCAL GOVERNMENT INFORMATION</b>				
Local Government Applicant		County	DUNS #:	
<b>St. Lucie County Board of County Commissioners</b>		<b>St. Lucie County</b>	<b>072215403</b>	
Local Contact		Title		
<b>Diana Wesloski</b>		<b>Housing Manager</b>		
Phone Number <b>772-462-2375</b>		FAX Number <b>772-462-2855</b>		
Mailing Address		Street Address		
<b>437 N 7<sup>th</sup> Street</b>		<b>same as mailing address</b>		
City		Zip Code		
<b>Fort Pierce</b>		<b>34950</b>		
E-mail Address <b>wesloskid@stlucieco.org</b>				
Chief Elected Official		Title		
<b>Chris Craft</b>		<b>Chairman</b>		
Chief Elected Official's Address (if different)				
<b>2300 Virginia Ave, Fort Pierce, FL 34982</b>				
Indicate the cities or Tribes that will be served in addition to the county:				
<b>Fort Pierce, FL and Port St. Lucie, FL</b>				
<b>APPLICATION PREPARER INFORMATION</b>				
Application Preparation Agency or Firm				
<b>St. Lucie County Board of County Commissioners/ Housing &amp; Community Services</b>				
Address		Phone Number		
<b>437 N 7<sup>th</sup> Street, Fort Pierce, FL 34950</b>		<b>772-462-2375</b>		
Contact		Title		
<b>Diana Wesloski</b>		<b>Housing Manager</b>		
E-Mail Address <b>wesloskid@stlucieco.org</b>				
Type of Agency Preparing Application (Check One):	Private Firm	Regional Planning Council	<b>Government Agency</b>	Other (Specify)
<b>APPLICATION INFORMATION</b>				
List all jurisdictions in which recovery activities will take place (i.e., county unincorporated area, names of any municipalities, and Tribal governments).		Enter the amount of funding that the local government is requesting:		
<b>Fort Pierce, FL and Port St. Lucie, FL</b>		<b>\$ 2,691,922.57</b>		
Is the local government covered by the National Flood Insurance Program?			<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

Are the activities consistent with the local comprehensive plan?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Are you entering into an Interlocal Agreement with another local government in order to apply for, administer or carry out the project activities?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
U.S. Congressional District <b>16 &amp; 23</b>	Florida Senate District(s) <b>28</b>	Florida House District(s) <b>78,80,81, &amp; 82</b>	

<b>HISTORIC PRESERVATION</b>		
Will the project or any related activities result in direct physical changes to a structure older than 50 years, such as demolition (partial or complete), rehabilitation, restoration, remodeling, renovation, expansion, or relocation?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will the project or any related activities result in direct physical changes to public improvements older than 50 years, such as stone curbs or brick streets?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will the project or any related activities result in direct physical changes to a planned open space older than 50 years, such as a park or plaza?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will any project activities occur within 100 feet of a structure, public improvement, or planned open space older than 50 years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will any project activities occur in a Historic District listed on the National Register?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If "yes" was a response to one of the questions above, you must contact the State Historic Preservation Office (SHPO) immediately. Properties that are listed, or eligible for listing, in the National Register of Historic Places must meet the specifications reflected in the *Secretary of the Interior's Standards or Rehabilitation Guidelines for Rehabilitating Historic Buildings* (U.S. Department of the Interior, National Park Service). Copies of this publication and technical assistance on historic preservation issues may be obtained from the SHPO.

<b>PROJECT DESCRIPTION NARRATIVE BY PROJECT AND SERVICE AREA</b> (must be completed by all applicants)
<p>A detailed written narrative shall include the following:</p> <ol style="list-style-type: none"> <li>1. An explanation of the process by which the project(s) outlined in this application were determined to be the County's disaster recovery priorities. If the project is a continuation or expansion to a project that is currently in progress, please indicate that in your response.</li> <li>2. An explanation of the reason and need for using CDBG funds (i.e., not covered by FEMA, insurance or other sources of funding). This explanation must specifically state how it relates to storms and documentation must be provided with application.</li> <li>3. Documentation must include, but is not limited to: <ol style="list-style-type: none"> <li>1. Photographs (before);</li> <li>2. Reports: FEMA, Damage Assessment Report, insurance, police, county, etc.;</li> <li>3. Newspaper articles;</li> <li>4. Television news stories (provide DVD);</li> <li>5. Code Enforcement or Public Works Department Staff; certification of local housing authority</li> </ol> </li> <li>4. A description of each proposed activity by service area that includes:</li> </ol>

## ASSURANCES, CERTIFICATIONS AND SIGNATURES

This is an application for a Disaster Recovery grant (funded by the U.S. Department of Housing and Urban Development and administered by the Florida Department of Community Affairs). I, the undersigned chief elected official or authorized representative of the local government, certify that the application has been approved by the local governing body and that the local government will comply with the following certifications and assurances as well as applicable federal and state requirements in the administration of any award that is made.

*Failure of the Chief Elected Official to properly sign the application by the deadline, or failure to include a copy of the ordinance or resolution of the governing body authorizing another individual to sign the application, will result in the delay of your application being processed.*

I, the undersigned, certify that:

1. Citizen participation requirements will be met.
2. In identifying the areas of greatest need due to disaster-sustained damage, eligible activities and solutions to address those needs were selected through consultation and cooperation with the city governments and Tribes in the county.
3. The local government will satisfy the Intergovernmental Coordination and Review requirements by submitting required information to its Regional Planning Council and to the State Clearing House.
4. The local government will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with these funds unless otherwise authorized by 24 CFR Section 570.482 and Section 104(b)(5) of Title I of the Housing and Community Development Act of 1974.
5. Each housing structure addressed with CDBG funds will, upon completion, meet the local housing code. Construction methods that emphasize high quality, durability, energy efficiency, sustainability and mold resistance will be encouraged. Efforts to mitigate flood risk through construction and elevation will be undertaken.
6. The grant will be administered in conformity with the Civil Rights Act of 1964 and Fair Housing Act; the local government will affirmatively further fair housing and undertake one fair housing activity each year.
7. An Anti-Displacement and Relocation Plan has been adopted (or will be adopted prior to the expenditure of funds) and displacement of persons will be minimized.
8. The information presented in this application is accurate, and documentation is on file and readily accessible to Department of Community Affairs staff.
9. Submission of this application was authorized by the local governing body.

DCA USE	OTHER CERTIFICATIONS		COMPLETE AS INDICATED	
	A stakeholder meeting was held with local governments, Tribal Governments and housing providers to discuss unmet needs and best use of funding.		<b>X Yes</b>	<input type="checkbox"/> No
	Notice of the public meeting was provided at least five (5) days prior to the meeting.	<b>X Yes</b> <input type="checkbox"/> No	Date publicized <b>June 17, 2011</b>	
	Date public meeting with stakeholders was held.		Date of Meeting <b>June 24, 2011</b>	
	Documentation of the meeting includes sign-in sheets and minutes.		<b>X Yes</b>	<input type="checkbox"/> No
	Public notice (in a newspaper of general circulation and County's website) was provided that stated the types of projects to be undertaken, the source and amount of funding available for the activities, the date by which comments must be made, and a contact person for a copy of the proposed application.		Publication Date <b>June 17, 2011</b>	
	A 10-day comment period was allowed.		<b>X Yes</b>	<input type="checkbox"/> No
	We considered the comments concerning the proposed application that were expressed by citizens.		<b>X Yes</b>	<input type="checkbox"/> No
	The Local Government is a participant in the National Flood Insurance Program.		<b>X Yes</b>	<input type="checkbox"/> No
	We have adopted an Anti-Displacement and Relocation Policy in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979, as amended, 49 CFR Part 24, and 24 CFR Part 570.606.		Adoption Date <b>2/11/1992</b>	
	We will adopt an Anti-Displacement and Relocation Policy in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979, as amended, and will provide documentation of adoption of the policy to the Department prior to the expenditure of any funds.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Documentation is on file to show that we have submitted all required information to the Regional Planning Council, Bureau of Historic Preservation, and the State Clearing House.		<input type="checkbox"/> Yes	<b>X No</b>
	We will submit the required information to the Regional Planning Council, Bureau of Historic Preservation, and the State Clearing House prior to expending any funds.		<b>X Yes</b>	<input type="checkbox"/> No
	We have adopted a Citizen's Complaint Policy that requires written answers to written complaints and grievances within 15 working days.		Adoption Date <b>3/14/1995</b>	
	We will adopt a Citizen's Complaint Policy that requires written answers to written complaints and grievances within 15 working days prior to expending any funds.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
	All proposed activities are consistent with our Local Comprehensive Plan.		<b>X Yes</b>	<input type="checkbox"/> No

	We have adopted a local procurement policy that conforms to the following state and federal regulations: 24 CFR Section 85.36 and Section 287.055, Florida Statutes.	Adoption Date <b>1/8/2002</b>	
	We will adopt a local procurement policy that conforms to the state and federal regulations prior to the expenditure of any funds.	<input type="checkbox"/> Yes	<input type="checkbox"/> No <b>X N/A</b>
	We have adopted an Affirmative Action Plan that includes procedures for hiring minority contractors and goals for hiring minority employees.	Adoption Date <b>2/11/1992</b>	
	We will adopt an Affirmative Action Plan that includes procedures for hiring minority contracts and goals for hiring minority employees prior to expending any funds.	<input type="checkbox"/> Yes	<input type="checkbox"/> No <b>X N/A</b>
	We have documentation to verify that the service area(s) have, if necessary, been properly surveyed using the appropriate HUD Section 8 Income Guidelines and that the number of LMI persons residing in the service area(s) are consistent with the number of beneficiaries claimed in this application.	<b>X Yes</b>	<input type="checkbox"/> No
	We certify that no other source of federal, state, or local disaster funds is available to meet the need for the activities.	<b>X Yes</b>	<input type="checkbox"/> No
<p>The local government certifies that it will comply with the following federal and state requirements:</p> <ol style="list-style-type: none"> <li>1. Inform affected persons of their rights and the policies set out in 49 CFR 24 and 24 CFR 570.602</li> <li>2. Florida Small and Minority Business Act, s.288.702-288.714, F.S.</li> <li>3. Florida Coastal Zone Protection Act, s. 161.52-161.58, F.S.</li> <li>4. Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, F.S.</li> <li>5. National Environmental Policy Act of 1969, as amended and other provisions which further the purposes of this Act</li> <li>6. National Historic Preservation Act of 1966, as amended</li> <li>7. Protection of Historic Properties 36 CFR 800</li> <li>8. Archaeological &amp; Historic preservation Act of 1974, as amended</li> <li>9. Executive Order 11593 – Protection and Enhancement of Cultural Environment</li> <li>10. Reservoir Salvage Act (replaced by Archaeological &amp; Historic preservation Act of 1974, as amended)</li> <li>11. Safe Drinking Water Act of 1974, as amended</li> <li>12. Endangered Species Act of 1958, as amended</li> <li>13. Executive Order 12898 – Environmental Justice</li> <li>14. Executive Order 11988 and 24 CFR 55 – Floodplain Management</li> <li>15. Federal Water Pollution Control Act of 1972, as amended</li> <li>16. Executive Order 11990 – Protection of Wetlands</li> <li>17. Coastal Zone Management Act of 1972, as amended</li> <li>18. Wild and Scenic Rivers Act of 1968, as amended</li> <li>19. Clean Air Act of 1970, as amended</li> <li>20. HUD Environmental Standards set out in 24 CFR 58</li> <li>21. Farmland Protection Policy Act, as amended, as set out in 7 CFR 658</li> <li>22. Title I of the Housing and Community Development Act of 1974, as amended</li> <li>23. The Clean Water Act of 1977, as amended</li> <li>24. Davis-Bacon Act, as amended</li> </ol>			

25. Contract Work Hours and Safety Standards Act of 1962, as amended
26. Fish and Wildlife Coordination Act, as amended
27. Flood Disaster Protection Act of 1973, as amended
28. Protection of Historic and Cultural Properties under HUD Programs, 24 CFR 58
29. Coastal Zone Management Act of 1972, as amended
30. Federal, State and Local Architectural and Construction Standards
31. Architectural Barriers Act of 1968, as amended
32. Executive Order 11296, relating to evaluation of flood hazards
33. Executive Order 11288, relating to the prevention, control and abatement of water pollution
34. Cost-Effective Energy Conservation Standards, 24 CFR
35. Section 8 Existing Housing Quality Standards, 24 CFR 8
36. Coastal Barrier Resources Act of 1982, as amended
37. Federal Fair Labor Standards Act
38. Title VI of the Civil Rights Act of 1964 -Non-discrimination
39. Title VIII of the Civil Rights Act of 1968 - (Fair Housing Act)
40. Age Discrimination Act of 1975
41. Executive Order 12892 - Fair Housing
42. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination
43. Section 504 of the Rehabilitation Act of 1973 and 24 CFR 8
44. Executive Order 11063 - Equal Opportunity in Housing
45. Executive Order 11246 - Non-discrimination
46. Copeland Anti-Kickback Act of 1934, as amended
47. Hatch Act, as amended
48. Lead-Based Paint Poisoning Prevention Act, as amended
49. OMB Circulars A-87, A-122, and A-133, as revised
50. Treasury Circular 1075, as revised, regarding drawdown of CDBG funds
51. Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996, as amended
52. Administrative Requirements for Grants, 24 CFR 85
53. Section 3 of the Housing and Urban Development Act of 1968, as amended
54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended
55. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975, as amended
56. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, Standards, 24 CFR 51, Subpart B
57. Section 102 of the Department of Housing and Urban Development Reform Act of 1989, as amended

Signature of Chief Elected Official or Designee (If designee, include resolution in appendices.)

*Faye W. Outlaw, MPA, County Administrator*

Signature

*[Handwritten Signature]*, County Administrator

Typed Name and Title

**Faye W. Outlaw, MPA County Administrator**

Date

**6-27-2011**

APPROVED AS TO FORM  
AND CORRECTNESS.

*[Handwritten Signature]*  
COUNTY ATTORNEY

If signed by a person other than the chief elected official, is a copy of the required resolution included in the Appendices?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Signature of Application Preparer if other than an employee of the Applicant		
Signature		
Typed Name and Title		
Name of Firm or Agency		
Person Designated by the Applicant to Submit Request for Funds <b>Karen Russell</b>		
Typed Name and Title <b>Karen Russell, Senior Accountant</b>		
Title and Office/Department <b>Finance Department, St. Lucie County Clerk of Court</b>		
Typed Name and Title of Supervisor <b>Shai Francis, Finance Director</b>		

**FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**DISASTER RECOVERY INITIATIVE**

**APPLICATION FOR HUD DISASTER RECOVERY FUNDING-DISASTER RECOVERY ENHANCEMENT FUNDS**

**SUBMITTED BY CITY OF PORT ST. LUCIE**

**Project Eligibility, Narratives, Budget and Timeline:**

- The City of Port St. Lucie identified the projects listed in this application based on the following criteria:
  - Both projects will benefit low/moderate area: Activity # 031 -- Flood and Drainage storm drains, catch basin, retention pond, curb and gutter . This drainage activity is listed as CDBG "Eligible Activity" .

**PROJECT #1: PARK'S EDGE STORM DRAINAGE UPGRADE: TRACT 21.04, BLOCK GROUP 3**  
**low/moderate % 59.7% low/moderate income beneficiaries: 969 households; \$1,408,182**

This project will upgrade drainage in a HUD designated low/moderate income area of the City of Port St. Lucie referred to as Parks Edge. It is located just east of the Treasure Coast High School and Windmill Point Elementary School and is subject to significant student walkers and general pedestrians. This area received heavy flooding during Tropical Storm Fay. The HUD map identifies this development Tract 002104 Group 3.

Park's Edge was one of the first established developments in the City of Port St. Lucie through the General Development Corporation (GDC). The City incorporated all GDC properties in 1961. This section was constructed in the late 1970s.

All home slabs in the Parks Edge development are slightly above the crown of the road elevation. If storm conditions result in flooding and exceed the high point of the road elevation significant damage can be caused to homes. All roads and drainage features within this development are City owned and have no state and or federal participation responsibility.

The drainage system is serviced by corrugated metal pipes (CMP) installed approximately 30 plus years ago that are at the end of their useful life and in danger of failing.

The intent would be to replace all CMP with corrugated aluminum pipes (CAP) and or corrugated plastic pipes (CPP) where applicable. The life expectancy of CAP pipes is 50 plus years and plastic pipe even longer. We would also plan to use pipe with the same outside diameter as it will mitigate against disruption of existing utilities below ground; water, sewer, electrical, telephone, cable, etc. The drainage inlets are all concrete and deemed salvageable at this time. There exist 12 side lot pipes and 17 cross street inlet pipes that are of varying lengths and diameter. Street inlets receive the storm water and the side lot pipes discharge the storm water at various locations, which consists of lakes and ponds. The intent is to improve receiving areas, lakes, and ponds in the form of excavation and dredging and to provide improved flow characteristics and water quality requirements during rain events. The total cost of these improvements is estimated at \$1,346,212. It is expected that this work can be completed in 20 months from the County's authorization to proceed with design and construction.

The City of Port St. Lucie has adopted the Florida Department of Transportation Specifications when undertaking road and or pipe work. These standards will be utilized in the project.

### PARK'S EDGE BUDGET ESTIMATES

Application	Estimate	Measure	Cost
Side Lot Pipe Replacement	2500	LF	\$301,197
Mitered Ends	13	EA	\$ 14,630
Curb Repairs	13	EA	\$ 19,950
Street Drainage Pipe Replacement	1400	LF	\$219,480
Drainage Inlet Modification/Replacement	10	EA	\$ 32,300
Conveyance Channel Upgrade & Disposal	6200	CY	\$104,335
Sod	30,000	SY	\$ 92,625
Pond & Lake Restoration & Disposal	9,000	CY	\$217,503
Environmental Measures	10,000	LF	\$ 13,538
Traffic Control/MOT	60 days	EA	\$ 66,500
Sectional Repairs-Asphalt	2,000	TN	\$205,868
Associated Sidewalk Repairs	1000	LF	\$ 53,200
5% Project Delivery	1	Unit	\$ 67,056
<b>Total</b>			<b>\$1,408,182</b>

### PARK'S EDGE TIMELINE

August 2011 – City receipt of DREF funds  
 November 2011 – Design/Permitting  
 March 2012 – RFP released  
 May 2012 - Contract award  
 March 2013 – Project Completed

**PROJECT #2: EAST/WEST DUNBROOKE EXTENSION DRAINAGE IMPROVEMENTS: TRACT 16.03, BLOCK GROUP 3; low/moderate income percentage 70.3%, low/moderate income beneficiaries 404 households. \$258,851.**

The project site is located just north of Walton Road in the City of Port St. Lucie Section 51 which serves West Dunbrooks, and Section 53 serving East Dunbrooke in a HUD designated low/moderate income area of the City. This area of the city received heavy flooding during Tropical Storm Fay. Both locations have access to Lennard Road, an Urban Minor Arterial. All roads and sidewalks within this Tract are City owned and have no state and or federal participation responsibility. The Tract also abuts the Sandhill Crane Park, used day and night. Children will walk to nearby bus stop locations throughout this Tract. A storm shelter is also located within this Tract.

The East & West Dunbrooke residential project is part of early development in the City of Port St. Lucie, built by the General Development Corporation (GDC) in 1982-83. The construction of closed drainage systems was the preferred application during that era, which included curb and gutter construction. The storm water discharge points are into ponds and canals.

The road's drainage system within this project is of significant importance. Home slabs are slightly above the crown of the road elevation. This can cause significant home damages if storm waters exceed this elevation. Also, there is significant pedestrian inter-connectivity through the use of sidewalks. A High School is located just north of both East & West Dunbrooke Circles. Students attending this school will normally walk.

The new improvements will further mitigate against home flooding and provide safe pedestrian and vehicular access. Work will consist of improving the outfall points within drainage inventory tracts for East and West Dunbrooke Circles and associated drainage aprons throughout both Circles. The tracts include; West Dunbrooke Tracts G-1 and G-2; and East Dunbrooke Tract G-1 and G-2. The City of Port St. Lucie has adopted the Florida Department of Transportation Specifications when undertaking drainage improvements. These standards will be utilized in the project.

**EAST/WEST DUNBROOKE EXTENSION BUDGET**

<b>Application</b>	<b>Estimate</b>	<b>Measure</b>	<b>Cost</b>
Clear/Grubbing	10.5	AC	\$35,625
Sod	38,000	SY	\$117,325
Pond Excavation, Restoration & Disposal	8,500	CY	\$71,250
Embankment Fill	250	CY	\$4,750
Environmental Measures	1000	LF	\$6,175
Traffic Control/MOT	10 days	EA	\$11,400
5% Project Delivery	1	Unit	\$12,326
<b>Total</b>			<b>\$258,851</b>

**EAST/WEST DUNBROOKE EXTENSION TIMELINE**

August 2011 – City receipt of DREF funds  
 October 2011 – Design/Permitting  
 January 2012 – RFP released  
 March 2012 - Contract award  
 August 2012 – Project Completed