COUNCIL ITEM 10B
DATE 10/22/12

ORDINANCE 12-69

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND COLLEGE PREPARATORY ACADEMY OF THE TREASURE COAST ; PROVIDING AN EFFECTIVE DATE

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a Lease Agreement between the City of Port St. Lucie and College Preparatory Academy of the Treasure Coast, for premises consisting of a portion of the Charles E. Ray Park, located at 5626 NW Manville Drive, Port St. Lucie, Florida, 34983, to be substantially in the form of the Lease Agreement attached hereto as Exhibit "A" and by reference incorporated herein.

Section 2. This Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ____ day of _____, 2012.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY:_____
JoAnn M. Faiella, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Roger G. Orr, City Attorney

EXHIBIT "A"

LEASE AGREEMENT

COLLEGE PREPARATORY ACADEMY OF THE TREASURE COAST

THIS LEASE AGREEMENT is made this _____ day of _____, 2012, by and between the **CITY OF PORT ST. LUCIE,** a Florida municipal corporation, hereinafter referred to as "City", and **COLLEGE PREPARATORY ACADEMY OF THE TREASURE COAST**, hereinafter referred to as "College Preparatory". In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **LEASE PREMISES:**

City leases to College Preparatory the premises consisting of a portion of the Charles E. Ray Park, located at 5626 NW Manville Drive, Port St. Lucie, Florida 34983. This portion shall be the tennis court and the basketball court, identified as Figure 1 on the attached Exhibit "A".

2. **TERM:**

The term of this Lease is for a period of two (2) years beginning on the 1st day of August, 2012, and terminating on the 31st day of July, 2014, at 12:01 a.m. This Lease may be renewed for two additional two (2) year terms. College Preparatory may renew this Lease upon receipt of written notice to City six (6) months prior to the expiration of this Lease. Renewal is at the discretion of the City.

3. **RENT:**

College Preparatory shall pay the City an administrative processing fee of Two Hundred Dollars ($200.00) for the renewal of this Lease. In addition to the renewal fee for the lease agreement, College Preparatory shall pay to the City the amount of **$0**, on the first of the month, beginning upon execution of this lease and every month thereafter, without notice or demand from the City of Port St. Lucie. Said rental payments shall cover the expenses for the use of the facilities as detailed in the lease agreement.

4. **USE AND ENJOYMENT:**

The basketball courts and tennis courts are for recreational activities for students attending and enrolled in College Preparatory, and other activities in furtherance and support of College Preparatory's curriculum. College Preparatory shall restrict its use to such purposes and shall not permit the use of the premises for any other purpose without the written consent of the City provided; however, such consent shall not be unreasonably withheld. College Preparatory shall not use the premises for any unlawful, exceedingly hazardous, improper, or immoral use, nor allow any waste or nuisance on the premises.

The City of Port St. Lucie agrees to allow College Preparatory the exclusive use of the basketball courts during the 2012-2013 school year, which runs from August 2012 through June 2013, on Mondays through Fridays during hours of 7:30 am through 9:00 am. The aforementioned exclusive use shall not include nationally recognized holidays.

College Preparatory shall also have exclusive use of the tennis courts during the 2012 - 2013 school year, which runs from August 2012 through June 2013, on Monday, Wednesday and Fridays during the hours of 4:30 pm through 6:30 pm, or until the park closes at sunset prior to 6:30 pm. The aforementioned exclusive use shall not include nationally recognized and school recognized holidays.

5. **MAINTENANCE:**

College Preparatory shall be solely responsible for the maintenance of all non structural improvements and keep them in good repair solely at the College Preparatory expense during the duration of this Lease. The leased premises shall be inspected at least monthly to ensure that the premises are being kept in satisfactory condition. Satisfactory condition determination shall be at the sole discretion of the Parks and Recreation Director or his designee. Upon notice that the premises are not in satisfactory condition, College Preparatory shall have thirty (30) days to bring the premises into compliance. Failure to do so will be grounds for default and termination of this Lease Agreement.

6. **UTILITIES:**

The City shall be responsible for payment of water, sewer, garbage, electric and cable for the duration of the Lease. The City shall be responsible for the payment of all electric during the first year of this Lease. College Preparatory shall be responsible for their telephone services.

9. **NON-DESCRIMINATION**

As further condition of this Lease, College Preparatory shall not, in the use or occupation of the premises or in the conduct of the College Preparatory activities, discriminate against any worker, employee, applicant, participant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit a discriminatory act.

10. **LIABILITY**

College Preparatory shall be liable for liability or damage claims from injury to persons or property from any cause relating to the use, occupancy, construction, improvements, maintenance, or operation at the Charles E. Ray Park facility during the terms of this lease agreement or any extension thereof.

11. **INDEMNIFICATION/INSURANCE:**

College Preparatory shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of all persons employed or utilized by College Preparatory in the performance of this Lease. Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

College Preparatory 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 Lease, insurance coverage, limits, including endorsement, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by College Preparatory are not intended to and shall not in

any manner limit or qualify the liabilities and obligations assumed by College Preparatory under the Contract. The City, by and through its Risk Management Department, reserves the right, but not the obligation to review and reject any insurer providing coverage.

The City of Port St. Lucie shall provide property insurance for property and equipment the City may own or lease. College Preparatory shall be responsible for purchasing insurance for business and personal property that is not owned or leased by the City of Port St. Lucie as they deem appropriate.

Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of $1,000,000.00 each occurrence, $2,000,000.00 aggregate for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and be location specific. The Certificate of Insurance and policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this

Lease to exceed the above limits, College Preparatory 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.

College Preparatory shall agree, by entering into this Lease 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, College Preparatory shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should College Preparatory enter into such a Lease on a pre-loss basis.

It shall be the responsibility of College Preparatory to ensure that all subcontractors comply with the same insurance requirements referenced above. All deductible amounts for policies secured by College Preparatory, shall be paid for and be the responsibility of College Preparatory for any and all claims under this Lease.

College Preparatory may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's 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 Employer's 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."

College Preparatory must agree that the products furnished and application methods will comply with the applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

12. **ASSIGNABILITY:**

College Preparatory shall not assign this Lease to another party without the written approval of the City.

13. **DEFAULT:**

The failure of College Preparatory to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. College Preparatory shall have thirty (30) days after the date of written notice of any breach to correct the condition specified in the notice or, if the correction cannot be made within the thirty (30) day period, College Preparatory shall have a reasonable time to correct the default if action is commenced by College Preparatory within fifteen (15) days after receipt of the notice.

14. **PERIODIC REVIEW:**

Prior to the anniversary of this Agreement, representatives of the City and College Preparatory will evaluate the Agreement and will have the ability to amend the Agreement.

15. **TERMINATION:**

In the event that College Preparatory breaches this Lease, the City shall have the right to terminate this Lease, and upon termination any improvements to the premises made by College Preparatory shall become the sole and exclusive property of the City. City has the right, upon ninety (90) days written notice prior to any anniversary date of this Lease Agreement, to terminate this Agreement, with or without cause, and upon such anniversary date to re-take possession of the leased premises.

16. **REMEDIES:**

Any and all remedies provided to the City for the enforcement of the provisions of this Lease are cumulative and non-exclusive and City shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law or both. College Preparatory shall be liable for any costs or expenses incurred by the City in enforcing any terms of this Lease or in pursuing any legal action for the enforcement of the City's rights.

17. **NOTICES:**

All notices shall be directed to the following address:

City of Port St. Lucie
Parks and Recreation Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
Phone: (772) 878-2277
Attn: Director

College Preparatory Academy of
the Treasure Coast
501 California Boulevard
Port St. Lucie, Florida 34986
Phone: (772) 323-3747
Attn: Erika Rains, Principal

18. **VENUE:**

The laws of the State of Florida shall govern this Lease and venue of any proceedings hereunder shall be in a court of proper jurisdiction in St. Lucie County, Florida.

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year above written.

CITY OF PORT ST. LUCIE

BY:_____
Gregory J. Oravec, City Manager

ATTEST:

_____
Karen A. Phillips, City Clerk

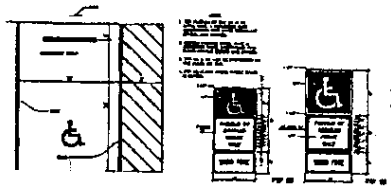
College Preparatory Academy
of the Treasure Coast

By:_____
Erika Rains, Principal

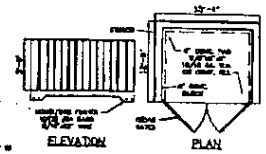
APPROVED AS TO FORM
AND CORRECTNESS

_____
Pam E. Booker, Senior Assistant City Attorney

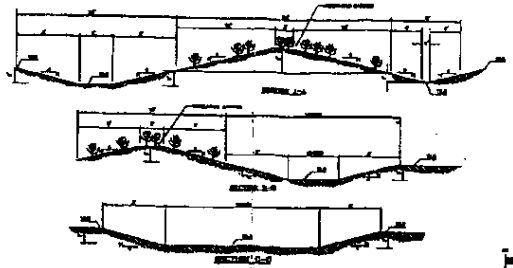
EXHIBIT "A"



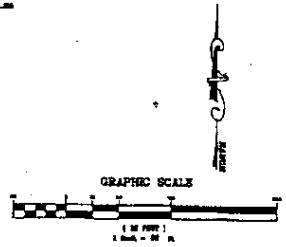
HANDICAP PARKING DETAIL
CITY OF PORT SAINT LUCIE

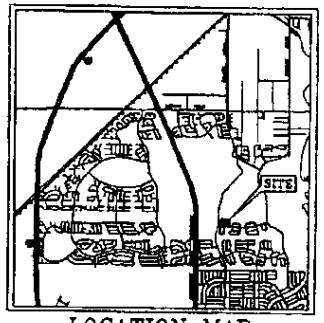


DUMPSTER DETAIL

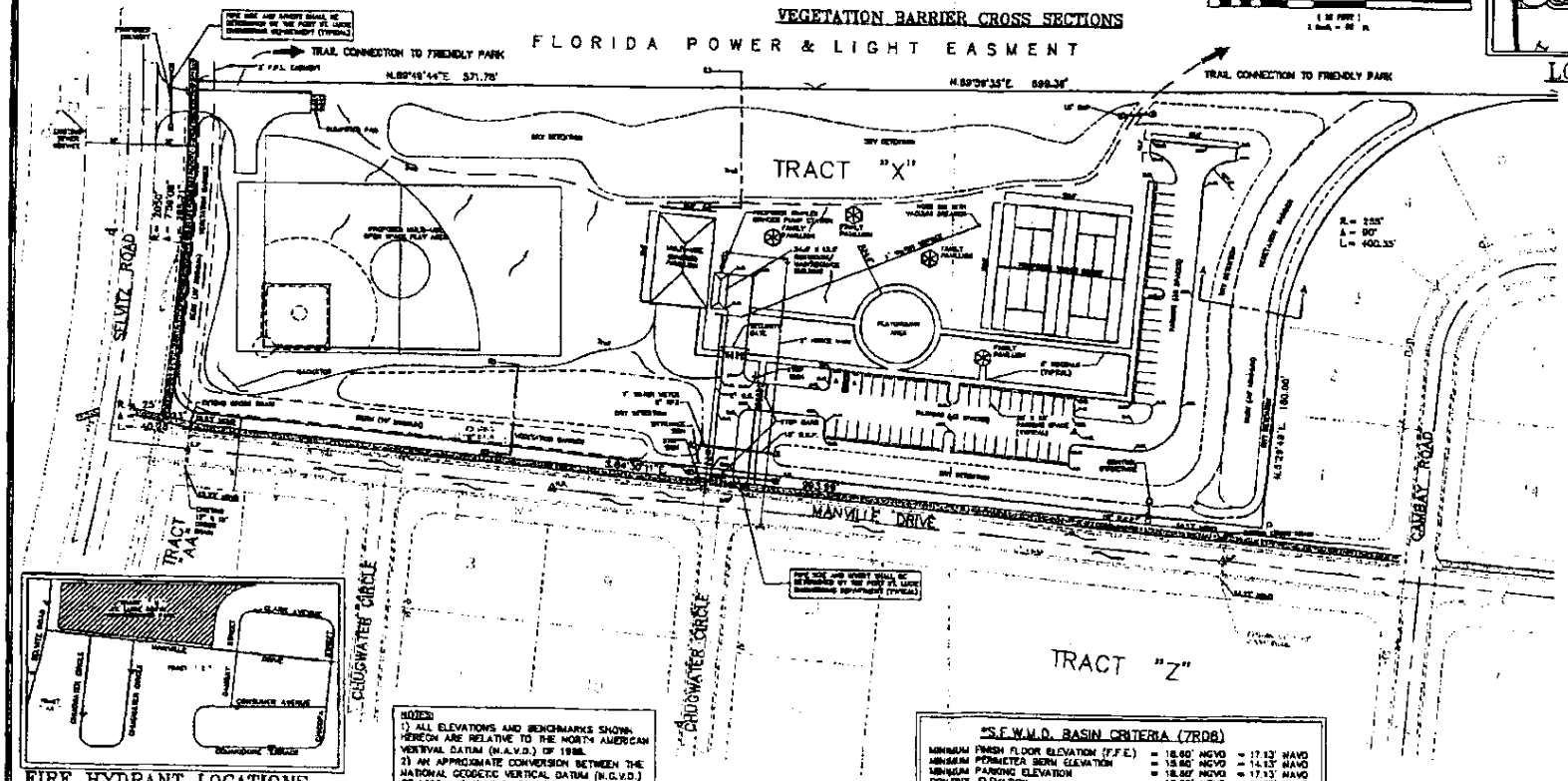


VEGETATION BARRIER CROSS SECTIONS





LOCATION MAP



FIRE HYDRANT LOCATIONS
N.T.S.

NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTIVAL DATUM (N.A.V.D.) OF 1988.
2) AN APPROXIMATE CONVERSION BETWEEN THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 AND N.A.V.D. CAN BE MADE BY ADDING 1.475 TO THE N.A.V.D. ELEVATION TO OBTAIN THE N.G.V.D. ELEVATION.

*S.F.W.M.D. BASIN CRITERIA (7R08)

MINIMUM FINISH FLOOR ELEVATION (F.F.E.)	= 18.60' NGVD	= 17.13' NAVD
MINIMUM PERIMETER BERM ELEVATION	= 15.60' NGVD	= 14.13' NAVD
MINIMUM PARKING ELEVATION	= 18.60' NGVD	= 17.13' NAVD
CONTROL ELEVATION	= 13.00' NGVD	= 11.53' NAVD

*PER SFWMD PERMIT # 56-00466-S

GENERAL NOTES

1. PROJECT NAME: St. Lucie North Neighborhood Park
2. LEGAL DESCRIPTION: A portion of Tract "X", Port St. Lucie Section 43 as recorded in Plat Book 15, Page 18 of the Public Records of St. Lucie County, Florida.
3. OWNER: City of Port St. Lucie 2300 S.E. Airoso Blvd. Port St. Lucie, FL 34984 (772) 871-5157
4. PROJECT TEAM (ENGINEER/SURVEYOR): Culpepper & Terpening, Inc. 2980 South 25th Street Fort Pierce, FL 34981 (772) 464-3727
5. TYPE OF PROJECT: Local Neighborhood Park
6. PARCEL SIZE: 6.77 Acres
7. MAX. BUILDING HEIGHT: Not To Exceed 35 Feet
8. LAND USE: Open Space Recreation (OSR)
9. FLOOD ZONE: Zone X, Map No. 12111 C0206F
10. ZONING: OSR
11. DEVELOPMENT SCHEDULE: Construction to begin: MONTH APPROVAL; Construction to be completed: 90 Days
12. UTILITY SERVICE: Water Service: City of Port St. Lucie Utilities Dept.; Sewage Treatment: City of Port St. Lucie Utilities Dept.; SEE STORMER PAVILLION PLAN
13. SITE DESIGNED:

	Acreage	Area Sq. Ft.	Percentage Area
Gross Site Area (Boundaries)	6.13	5,000	1.36%
Building and Pavilion	0.89	38,861	99.36%
Parking	0.18	7,840	1.68%
Sidewalk	0.15	11,986	3.77%
Tennis Court	0.31		
Subtotal	1.53	66,579	17.10%
(Pervious) Landscape Buffer/ Open Area	5.58	38,101	7.36%
Open Space	5.34	297,428	79.71%
Subtotal	7.34	313,313	82.57%

14. PARKING: Asphalt Surface Provided: 23 Spaces; Handicapped Spaces Provided: 2 Spaces
15. SOLID WASTE: Per City Public Dept. and Service
16. SITE DRAINAGE: Site drainage shall consist of on-site dry detention ponds for water quality and water attenuation. Discharge will be controlled by two Weirsitz Drain valves. Discharge to exceed level 2 defined by City of Port St. Lucie Canal No. 107. Discharge rate will be 3.04 c.f.s. for a 25 year, 3 day storm.

CITY OF PORT ST. LUCIE PROJECT NO. P02-368

REVISIONS	BY	DATE
PER MULTI-USE DRAINAGE PARADIGM		
PER CSM		
REVISED VERTICAL DRAINAGE		
REVISED VERTICAL DRAINAGE		
REVISED PARKING		
REVISED PARKING PER P.S.		

CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
(772) 464-3727

ST. LUCIE NORTH NEIGHBORHOOD PARK

CONCEPTUAL SITE PLAN

DATE: 6-12-02
HORIZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 1'
JOB No. 02-169
SHEET 1 OF 1

COUNCIL ITEM
DATE

Toolbar

MEMORANDUM

TO: GREGORY J. ORAVEC, CITY MANAGER

FROM: SHERMAN CONRAD, DIRECTOR, PARKS AND RECREATION SC

DATE: OCTOBER 10, 2012

SUBJECT: COLLEGE PREPARATORY ACADEMY OF THE TREASURE COAST LEASE AGREEMENT / CHARLES E. RAY PARK

Attached please find an Ordinance and a Lease Agreement between The City of Port St. Lucie and College Preparatory Academy of the Treasure Coast, to lease space for school extra-curricular and sports-related activities at Charles E. Ray Park. On August 13, 2012, the City Council approved the attached Lease Agreement, with a request for a waiver of usage fee (waiver of rent payments). The Lease is now being presented for the two corresponding Ordinance readings.

Please place this item on the next available City Council agenda for approval. Should you have any questions or need additional information, please contact me at (772) 871-5083.

SC/pr

cc: Brad Keen, Assistant Director, Parks & Recreation

Enclosures: Approved Lease Agreement
Exhibit "A" to Lease Agreement
Correspondence- E. Rains

RECEIVED
OCT 12 2012
City Manager's Office

CONVENIENCE STORE ON THE NORTH SIDE OF THE BUILDING AND A DRIVE THROUGH WINDOW ON THE SOUTH SIDE OF THE BUILDING, AZZI PLUS, LLC, PLANNING AND ZONING

ACTION: Motion passed unanimously to table Item 12 a) to the August 27, 2012, City Council meeting.

13. **NEW BUSINESS**

a) MINOR SITE PLAN, SEASONS AT TRADITION MODEL CENTER, LOCATED ON THE WEST SIDE OF OAK TREE CIRCLE BETWEEN PAPAYA TREE COURT AND APPLE BLOSSOM TERRACE, DESIGNATE LOTS 48 THROUGH 55 OF TRADITION PLAT NO. 22 AS A SALES CENTER AND CORRESPONDING MODEL HOMES, P12-069, AVATAR SEASONS, LLC

ACTION: Motion passed unanimously to approve Item 13 a).

b) LEASE AGREEMENT, COLLEGE PREPARATORY ACADEMY OF THE TREASURE COAST, USE OF BASKETBALL AND TENNIS COURTS AT CHARLES RAY PARK DURING SPECIFIC HOURS OF THE SCHOOL YEAR, TWO YEAR AGREEMENT BEGINNING 8/1/12 WITH THE OPTION OF A RENEWAL FOR TWO ADDITIONAL TWO YEAR TERMS, PARKS AND RECREATION

ACTION: Motion passed to approve Item 13 b) with Councilwoman Berger, Councilwoman Martin, Councilman Kelly, and Vice Mayor Bartz voting in favor, and Mayor Faiella abstaining.

c) MEMORANDUM OF UNDERSTANDING BETWEEN THE TAMPA POLICE DEPARTMENT AND THE PORT ST. LUCIE POLICE DEPARTMENT, ASSISTANCE REQUEST FOR THE REPUBLICAN NATIONAL CONVENTION BEING HELD IN TAMPA AUGUST 26 THROUGH AUGUST 30, 2012, POLICE DEPARTMENT

ACTION: Motion passed unanimously to approve Item 13 c).

d) REQUEST FOR EVENT RECOGNITION AND WAIVER OF FEES FOR 'COMMUNITY DAYS EVENT,' BUILDING DEPARTMENT

ACTION: Motion passed unanimously to approve Item 13 d).

e) PSL PRESTIGE PARTNER, AGREEMENT FOR THE NAMING RIGHTS OF THE FITNESS CENTER WITHIN THE CIVIC CENTER, TO BE KNOWN AS "HUMANA FITNESS AND WELLNESS CENTER," TWO YEAR AGREEMENT WITH THE OPTION FOR ONE ADDITIONAL TWO YEAR TERM RENEWAL, #20120059, $20,000 PER YEAR, PARKS AND RECREATION

ACTION: Motion passed unanimously to approve Item 13 e).

f) DONALD L. SHINNAMON V. CITY OF PORT ST. LUCIE, PURSUANT TO SECTION 286.011(8), FLORIDA STATUTES, THE CITY

7-30-12

College Preparatory Academy of the Treasure Coast

Ad Vitam Paramus!

Where change is a choice and preparation for your future starts today!

Port St Lucie City Council
City of Port St. Lucie, Florida
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Dear Esteemed Council Members:

Please accept this letter as a formal request to have usage fees for Charles E. Ray City Park waived. College Preparatory Academy of the Treasure Coast: A Somerset School (CPATC) would like to enter into an agreement with the City that would allow the use of the airnasium/basketball courts and tennis courts for the 2012-2013 school year.

As you are already aware, the City currently has a Mutual Use Agreement with the St. Lucie County School District. This agreement allows both parties to utilize the facilities of the other party without fees. However, according to representatives of the St. Lucie County School District, CPATC, as a charter school, is not covered under this agreement, even though it is a tuition free public school sponsored by the district.

As a charter school, CPATC does not receive the same amount of funding as the traditional public schools. We do not receive any millage tax; the district takes a percentage of our FTE funding; and charters schools have to contract out for services typically provided to the traditional public schools by the district. Therefore, CPATC is expected to function at 75 to 80 percent of what traditional public schools receive.

The governing board, founders and administration of CPATC are attempting to bring another educational option to the City of Port St. Lucie. A partnership between the City and CPATC would be beneficial to both parties. As economic development and education are both part of the Council's vision, and CPATC does bring the educational component, thereby inviting more economic development, this type of partnership seems to be inevitable. The Council may remember the letter from last year that CPATC received from a parent who owned a home in port St. Lucie, but had relocated to another county for their student to attend high school. If the counsel remembers, that parent pointed out they were excited about of the possibility of moving back to Port St. Lucie because their daughter, who would be going into 9th grade, would have another educational option. In addition to that, CPATC received an application for a student whose parents reside in Galveston, Texas. This parent was offered a position with Torrey Pines and before accepting this position, researched the schools and contacted us. Once assured of a seat, the parent accepted the position. Last week we had applications from families relocating from Carolina, New York and Miami. In discussions with families, we are often told that

PO Box 8202, PSL, FL 34985
www.cpatc.org
772-323-3747
Fax: 772-621-2148

although the parent will be working in Port St. Lucie, they are considering nearby counties for their residency. CPATC's viability only stands to bring in more residents and businesses, thereby improving our increasing economic development.

The one issue that CPATC is struggling with is extra-curricular and sports related activities. The city can assist with this piece by waiving the aforementioned fees. Often, when parents call to inquire about CPATC's program and learn that sports may not be offered the first year due to the lack of physical facility space, they choose to go elsewhere. While CPATC is an academic institution, we understand the need for a well-rounded education and the socialization these activities provide. It is for this reason that CPATC would request the assistance of the city in this matter.

Sincerely,

E. Rains, Principal
College Preparatory Academy of the Treasure Coast: A Somerset School
501 NW University Blvd., Port Saint Lucie, FL 34986
O.
C.
F.

ER:jl
Cc: Pam E Booker, Senior Assistant City Attorney