

CITY OF FORT PIERCE

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, November 13, 2017 - 9:00 a.m.
City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **New Business**
 - a. City Commission update on project at Dreamland Park: "Wall of Remembrance".
 - b. Discussion of Little Jim Bait & Tackle Shop
 - c. Review of proposed Rules of Procedure for condemnations and demolitions.
 - d. Discussion of proposed property donation for construction of right turn lane at the intersection of US 1 and Virginia Avenue.
 - e. Solid Waste Collection Evaluation & Report
 - f. Discussion of pawn broker ordinance.
5. **City Commission Boards and Committees Updates**
6. **Adjournment**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

City Commission Conference Agenda

4.a.

Meeting Date: 11/13/2017

Re: Dreamland Park Wall of Remembrance - Update

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

City Commission update on project at Dreamland Park: "Wall of Remembrance".

Attachments

Preliminary Site Plan

Wall of Remembrance Presentation

Form Review

Inbox

City Manager

Form Started By: John Andrews

Final Approval Date: 11/08/2017

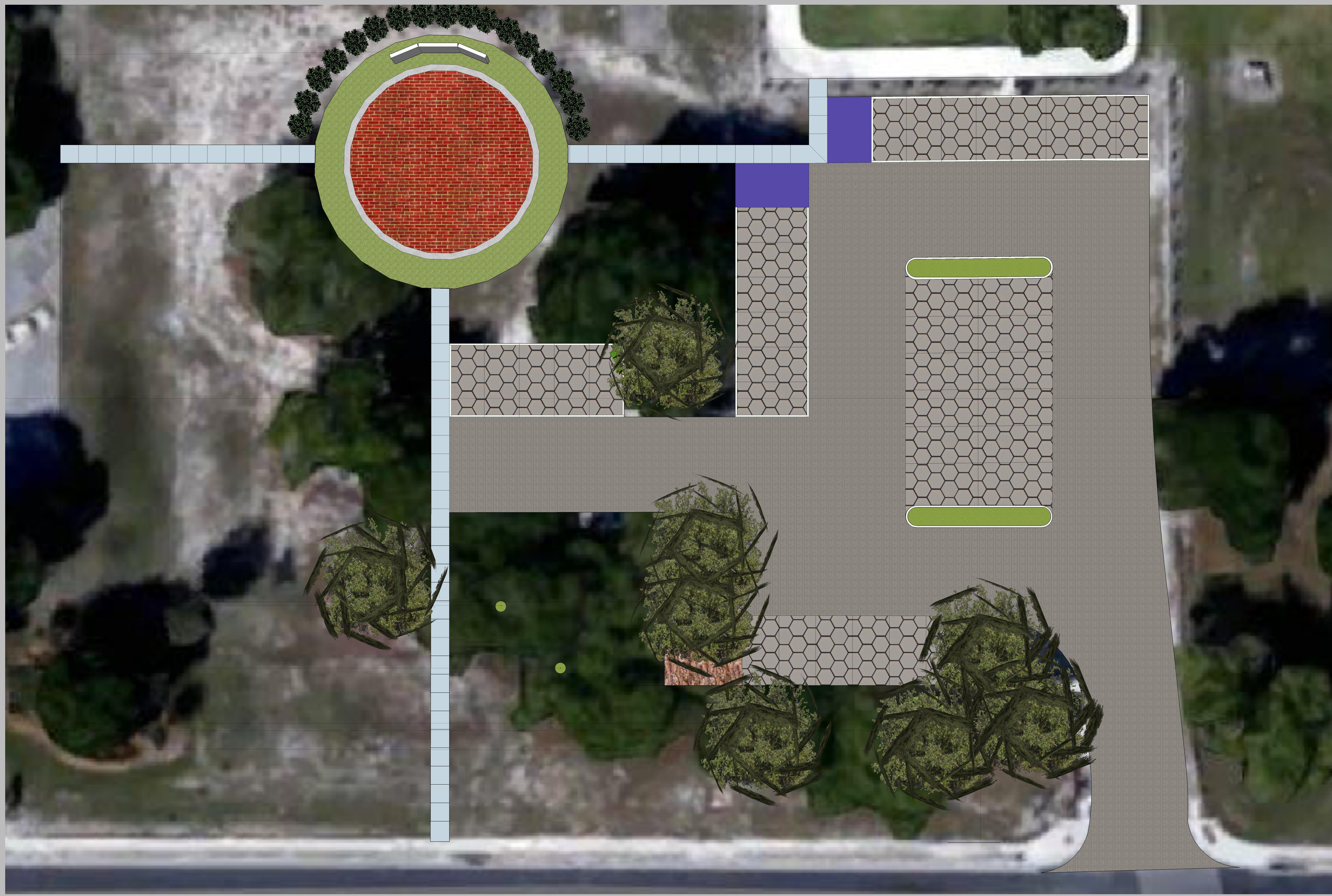
Reviewed By

Nick Mimms

Date

11/08/2017 11:58 AM

Started On: 11/06/2017 05:22 PM



PROJECT:

Dreamland Park Wall of Remembrance

DESCRIPTION: Site Plan

ISSUE DATE:
November 6, 2017



THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT
Florida

DREAMLAND PARK WALL OF REMEMBRANCE

November 6, 2017



Prepared By:
Fort Pierce Engineering Department

Dreamland Park – Existing Conditions



Dreamland Park – Existing Conditions



Dreamland Park – Proposed Layout

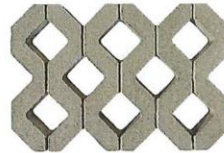


Dreamland Park – Proposed Materials



TURF BLOCK

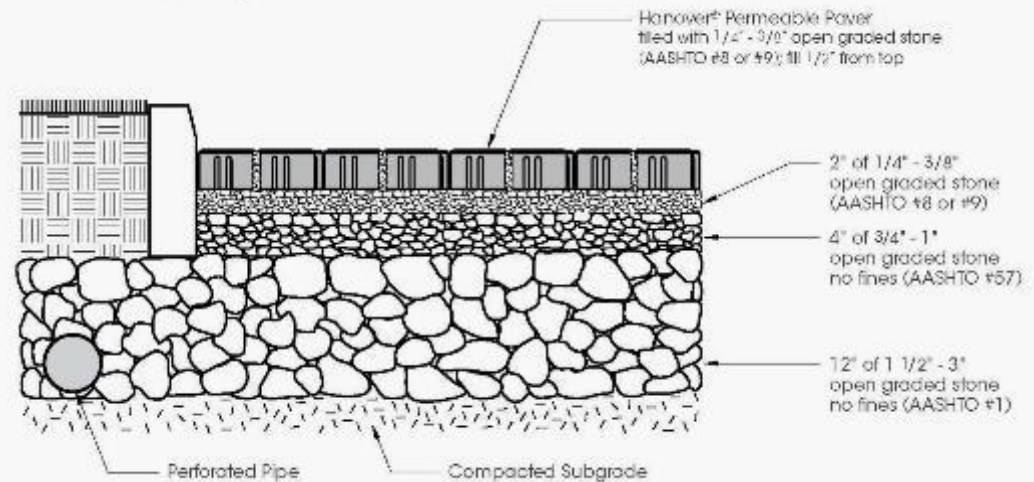
Providing a permanent solution to soil erosion problems, Turf Block can be used in a wide variety of applications, from fire routes and parking areas to residential applications such as driveways and patios. Manufactured 3-1/8" thick, Turf Block provides a sturdy pavement for vehicular traffic that is perfect for both residential and commercial uses.



* Turf Block only available in Natural Grey

Product Code	Dimensions	Thickness	SF per Cube	Cube Weight	Surface Permeability
EC04040	23-5/8"x15-3/4"	3-1/8" (80mm)	94	2200 lbs	40%

Permeable Paving Units | Typical Installation



Dreamland Park – Estimated Cost

CITY OF FORT PIERCE ENGINEERING DEPARTMENT

28-Jun-17

PRELIMINARY COST ESTIMATE

Project: Dreamland Park Parking Lot

A	B	C	D	E	F
ITEM NO.	DESCRIPTION OF WORK	UNIT	QTY	UNIT PRICE	ORIGINAL SCHEDULED VALUE
Demolition/Mobilization/MOT					
1	Mobilization/General Conditions/Permits	LS	1	\$22,000.00	\$22,000.00
2	Erosion & Sediment Control	LS	1	\$1,000.00	\$1,000.00
3	Surveying/Materials Testing	LS	1	\$3,000.00	\$3,000.00
4	Demolition/Clearing/Grubbing	LS	1	\$2,000.00	\$2,000.00
	Sub-Total				\$28,000.00
Parking Lot Construction					
5	12" Compacted Subgrade	SY	1,414	\$7.00	\$9,898.00
6	6" Cemented Coquina LBR 100	SY	1,414	\$11.00	\$15,554.00
7	1-1/2" Asphalt SP 12.5	TN	109	\$105.00	\$11,445.00
8	4" Concrete Handicap Parking Stalls and Access	SY	58	\$45.00	\$2,610.00
9	Concrete Turf Block with 8" Gravel Base on Compacted Subgrade	SY	241	\$85.00	\$20,485.00
10	Concrete Wheel Stops	EA	39	\$35.00	\$1,365.00
11	Signing & Striping	LS	1	\$1,000.00	\$1,000.00
	Sub-Total				\$62,357.00
Sidewalk / Driveway/Drainage					
12	Type D Concrete Curb	LF	260	\$14.00	\$3,640.00
13	12" Header Curb	LF	342	\$17.00	\$5,814.00
	Sub-Total				\$9,454.00
Final Restoration					
14	Final Grading, Sod	LS	1	\$1,500.00	\$1,500.00
	Sub-Total				\$1,500.00
TOTAL PARKING LOT CONSTRUCTION COST					\$101,311.00

**Estimated Cost for
Parking Area:
\$101,311**



Dreamland Park – Estimated Cost

CITY OF FORT PIERCE ENGINEERING DEPARTMENT

7-Nov-17

PRELIMINARY COST ESTIMATE

Project: Dreamland Park Wall of Remembrance

A	B	C	D	E	F
ITEM NO.	DESCRIPTION OF WORK	UNIT	QTY.	UNIT PRICE	ORIGINAL SCHEDULED VALUE
Memorial Wall Plaza					
1	Pre-cast Pavers	SF	1964	\$4.75	\$9,329.00
2	5' Wide Concrete Sidewalk	SY	172	\$47.00	\$8,084.00
3	12" Concrete Header Curb	LF	157	\$17.00	\$2,669.00
	Sub-Total				\$20,082.00
Landscaping					
4	Nora Grant Ixora Shrub	EA	56	\$22.05	\$1,234.80
5	Bahia Sod	SY	3,900	\$3.75	\$14,625.00
	Sub-Total				\$15,859.80
TOTAL PARKING LOT CONSTRUCTION COST					\$35,941.80

**Estimated Cost for
Memorial Plaza:
\$35,942**



City Commission Conference Agenda

4.b.

Meeting Date: 11/13/2017

Re: Little Jim Bait & Tackle Shop

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Discussion of Little Jim Bait & Tackle Shop

Attachments

Proposal

Lease Extension

Form Review

Form Started By: Jennifer Robinson

Started On: 11/06/2017 10:23 AM

Final Approval Date: 11/08/2017

RECEIVED
TIME

NOV 01 2017
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

MANATEE ISLAND BAR & GRILL

**4817 SE DIXIE HIGHWAY
PORT SALERNO, FL 34997**

**1640 SEAWAY DRIVE
FORT PIERCE FL 34949**

October 26, 2017

City of Fort Pierce
100 North US 1
Fort Pierce, FL 34949

Dear City of Fort Pierce:

Please allow us to formally introduce ourselves. We are Paul Gonnella & Michael Politano, and we have a combined 60 years of experience in the hospitality industry. We are currently the owners of Manatee Island Bar & Grill in both Port Salerno and Fort Pierce. Manatee Island has been in business since 2009 in Port Salerno and 2013 on south beach in Fort Pierce. Both Properties are owned by the businesses.

We are prospective tenants who have an agreement with the King family to purchase the business of Little Jim's Bait & Tackle shop. Our vision is to create a casual "destination" restaurant and tiki bar which will retain the historic value that the property has enjoyed for so many decades.

We are proposing the following improvements to the property owned by the City of Fort Pierce:

- Build a 2,500 square foot tiki bar facing North Causeway. A smaller tiki would be constructed in the rear of the existing building, which would cover an additional 600sqft. These new structures will provide coverage for at least 200 seats. Estimated cost: \$100,000.00
- Construct an additional building which would house bathrooms and a small commercial kitchen. Kitchen would have a commercial hood under which would be multiple fryers and other hot cooking facilities. This would necessitate the installation of a grease trap on the property. Estimated cost: \$250,000.00.
- Build walk-in refrigeration attached to kitchen. Estimated cost: \$50,000.00.
- Additional Mechanical, Electrical and Plumbing would include electrical upgrades as well as connecting the plumbing to the town sewer, which we believe should be done immediately. Our research has shown that there are 2 different ways to accomplish this, both would involve pumping waste to the lift station across the inlet at the boat launch. Estimated cost: 100,000.00
- Repairing and extending existing docks. Estimated cost: 35,000.00
- Landscaping and re-configuration of parking lot and spaces to accommodate additional seating. Estimated cost \$25,000.00.
- Installation of pest-control sprinkler system to rid the area of mosquitoes. Estimated cost \$25,000.00.
- Installation of security cameras. Estimated cost \$25,000.00
- All construction would conform to State, County and City building codes.

There are other miscellaneous expenses associated with the transformation of the property in to a casual restaurant which are too numerous to mention. Our estimated total cost of the project would be approximately \$1,000,000.00.

Our vision of the restaurant would be to preserve the historic integrity of Little Jim's. We have no plans to change the name. We do envision being able to serve fresh seafood, and fried food in addition to sandwiches, burgers, etc. We intend to apply for an SRX liquor license to serve alcoholic beverages.

Having read the existing lease, we believe we are not proposing anything that is not currently permitted under the terms of the current lease. However, the existing lease expires in 2025, leaving 7 ½ years remaining. This is not enough time to gain a return on such a significant investment. In order for us to proceed with the project we would require an extension of the existing lease at terms which we are willing to negotiate. Barring the immediate extension of the lease, we would need some written assurance from the City of Fort Pierce, in the form of a right of first refusal at terms which could be negotiated immediately and will guarantee us at least an additional 12 years.

We believe that our proposal will contribute to the growth of the City of Fort Pierce. Not only would we be privately funding the improvements of city property, we expect to generate significant revenue through the collection of sales tax, and look forward to employing 50-60 new employees. We feel that we have shown through our previous business in the city, that we are capable businessmen, who would make excellent partners for the City of Fort Pierce.

Representatives of the City have been extremely gracious with their time in meeting with us to discuss our proposal. At this time, we feel compelled to proceed with a sense of urgency. Time is of the essence.

Thank you for your consideration. We look forward to speaking further with designated representatives from the city.

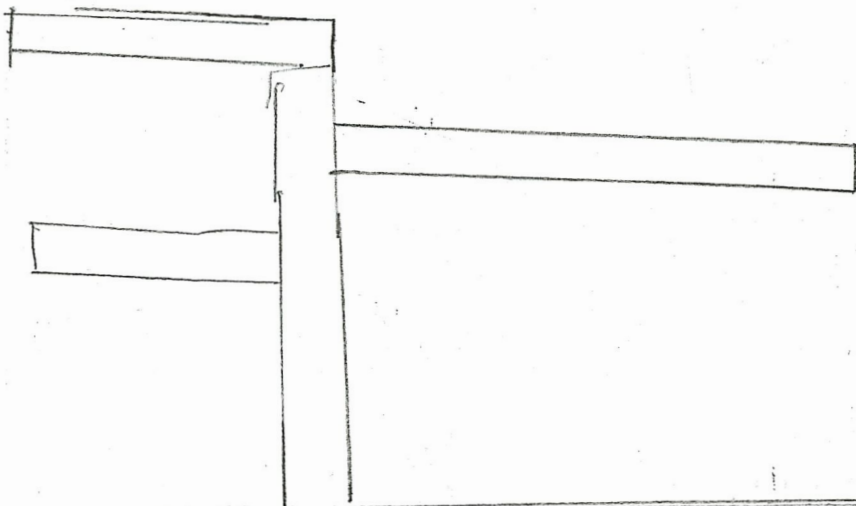
Best regards,



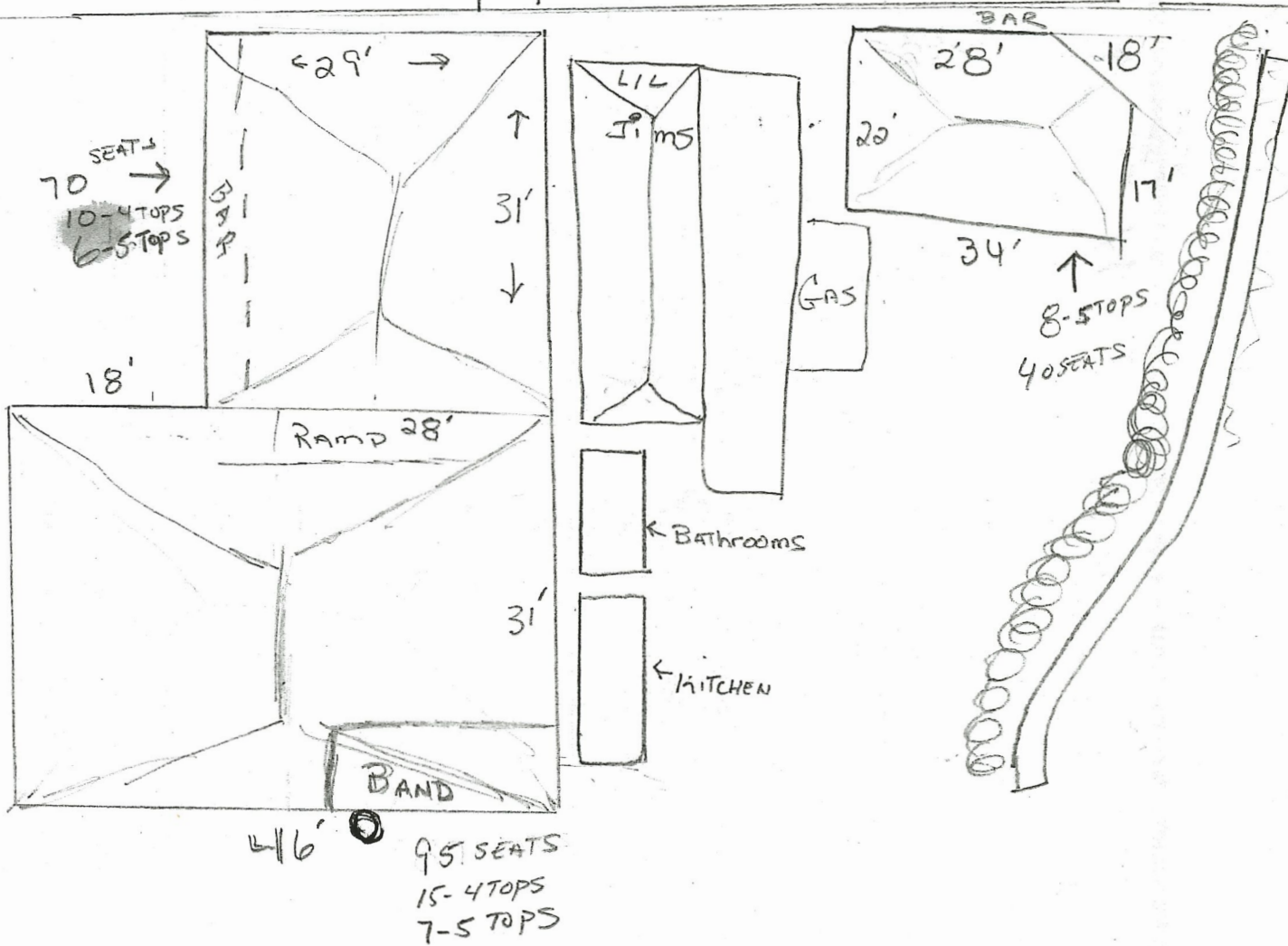
Paul Gonnella



Michael Politano



DITCH



City of Fort Pierce

Florida



Office of the City Clerk

City Hall, 100 North US 1
P.O. Box 1480 Fort Pierce, FL 34954-1480
(772) 467-3052 • www.CityOfFortPierce.com

April 23, 2015

Little Jim's Bait & Tackle, Inc.
Richard A. King
6502 Santa Clara Blvd.
Fort Pierce, FL 34951

Re: Lease Extension

Dear Mr. King:

Enclosed is a fully executed Lease Extension between Little Jim Bait and Tackle, Inc. and the City of Fort Pierce which was approved at the April 20, 2015 meeting of the Fort Pierce City Commission. The lease term shall be extended for an additional ten (10) year period, commencing on March 1, 2015. I have retained an original for the official city files.

If you have any questions, please don't hesitate to contact me.

Very truly yours,

Linda W. Cox
City Clerk

cc: Nicholas Mimms, Deputy City Manager (w/o attachment)

LEASE EXTENSION

THIS LEASE EXTENSION AGREEMENT, is made and entered into this ___ day of March, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, ("**LANDLORD**"), and **LITTLE JIM BAIT AND TACKLE, INC.** a Florida corporation organized under the laws of Florida with its principal address at 601 North Causeway Drive, Fort Pierce, Florida, ("**TENANT**").

WHEREAS, the Landlord and Tenant entered into a five (5) year Lease Agreement for the parcel generally referred to as "Little Jim Fish Camp", Fort Pierce, Florida, attached hereto as Exhibit "A", commencing on March 1, 2010; and

WHEREAS, TENANT and LANDLORD have mutually agreed to a ten (10) year lease extension as provided under said Lease.

NOW, THEREFORE, in consideration of the covenants herein contained, and the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **LANDLORD** and **TENANT** do hereby agree as follows:

- 1) The Lease term shall be extended for an additional ten (10) year period, commencing on March 1, 2015.
- 2) Portions of Section 7 Insurance of the Lease are updated and modified as follows:

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those endorsements which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$500,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$500,000	Disease – Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

Marina Operators Insurance

Such insurance shall include coverage for marina operators' legal liability, protection and indemnity, and commercial general liability. The commercial general liability coverage shall be no more restrictive than that provided by the

most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 11 (Additional Insured – Managers or Lessors of Premises Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- \$500,000 Marina Operators Legal Liability
- \$500,000 Protection and Indemnity
- \$500,000 General Aggregate
- \$500,000 Products/Completed Operations Aggregate
- \$500,000 Personal and Advertising Injury
- \$500,000 Each Occurrence

3) All other terms and conditions of the Lease shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Extension to be executed by their appropriate officials, as of the date first above written.

CITY OF FORT PIERCE, a municipal corporation, LANDLORD

Attest:

Linda W. Cox
Linda Cox, City Clerk

By: Linda Hudson
Linda Hudson, Mayor

Approved as to Form and Correctness:

Robert V. Schwerer
Robert V. Schwerer, Esq.
City Attorney

LITTLE JIM BAIT & TACKLE, INC., a Florida Corporation, TENANT

By: Richard A. King
Richard A. King, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, **Richard A. King, as President of LITTLE JIM BAIT & TACKLE, INC.** to me known to be the person described in and who executed foregoing document and who has produced drivers license as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of ~~March~~ April, 2015.

Linda W. Cox
Notary Public, State of Florida at Large
My Commission expires: _____



LINDA WRIGHT COX
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF052403
Expires 9/9/2017

LEASE AGREEMENT FOR LITTLE JIM PROPERTY

THIS LEASE AGREEMENT is entered into this ~~25TH~~ ^{MAY} day of March, 2010, having an effective date of March 1, 2010, by and between the **CITY OF FORT PIERCE**, a municipal corporation within the territorial limits of St. Lucie County, Florida (hereinafter "LANDLORD") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and **LITTLE JIM BAIT & TACKLE, INC.**, a Florida corporation (hereinafter "TENANT"), whose business address is 601 North Causeway Drive, Fort Pierce, Florida 34949.

WITNESSETH:

WHEREAS, the Landlord is the owner of land, building and certain improvements located on a barrier island on the southeast side along the waterway, generally known as Little Jim's located at 601 North Causeway Drive, Fort Pierce, Florida 34949 (the "Demised Premises") which is more fully depicted and described on Exhibits "A-1" and "A-2" attached hereto; and

WHEREAS, the TENANT has been selected by the City Commission of City of Fort Pierce through a competitive selection process as the operator and lessee of the Demised Premises; and

WHEREAS, the TENANT has agreed to operate and improve the Demised Premises in accordance with this Lease; and

WHEREAS, the Lease of the Demised Premises to TENANT by Landlord shall be subject to all existing zoning and building restrictions and regulations and any provisions and clauses set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **TERM.** The term of this Lease shall be five (5) years commencing March 1, 2010, to and including February 28, 2015 to be followed by a conditional option to renew for a ten 10 year term, provided the TENANT shall at all times remain in full compliance with all terms and conditions of this Lease and that TENANT shall have completed all required improvements. In the event TENANT shall complete the



improvements in Schedule "A" within the first three (3) years of the original term, TENANT shall be entitled to the optional ten (10) year renewal term.

TENANT shall furnish LANDLORD with a minimum of six (6) months written notice of its intention to exercise this option prior to the expiration of the initial term. Acceptance of such option by LANDLORD shall be conditioned upon compliance as provided herein.

2 DEMISED PREMISES. The Demised Premises consists of an approximate eight hundred eighty (880) square foot, more or less building formerly known as LITTLE JIM FISH CAMP, together with ground level deck, and 200 linear feet of dock walkway providing approximately 470 linear feet of dockage, located at the southeast side of the DOT bridge on Alt. A1A known as Little Jim Bridge as depicted on Exhibits "A-1" and "A-2, attached hereto and incorporated herein by reference.

3 LEASE PAYMENTS. TENANT in consideration of this Lease, shall pay LANDLORD, without demand, at the offices of the Director of Finance, City Hall, 100 North U.S. 1, Fort Pierce, Florida 34954, or such other place as LANDLORD may from time to time designate in writing, rent in the amounts and manner set forth herein:

(a) from the commencement hereof through March 31, 2011 the sum of \$1,600 due upon the 1ST day of each month;

(b) commencing April 1, 2011 ,through March 31, 2012 \$1,800 per month due upon the 1ST day of each month.

(c) commencing April 1, 2012 through March 31, 2015 the sum of \$2,000 per month due upon the 1ST day of each month.

(d) During the optional renewal period and commencing the first day of the first year of the optional renewal lease term, rent shall be readjusted, modifying the current term rent for the year by an amount equal to (100%) of the Annual "Unadjusted Percent Change" in the Consumer Price Index (CPI), for "United States City Average" for the previous year as published by the Bureau of Labor Statistics, for the month in which the first year of the optional lease term begins. For each change of one (1) index point in the CPI, rent shall be adjusted by a factor of 1.0%.

Any adjustments shall take effect at the end of the twelfth month of the year preceding the first day of the first month of the new lease year and will be further adjusted each twelve (12) months thereafter. Said adjustment will be based on the most recent CPI indices available immediately prior to the adjustment date.

LANDLORD shall notify TENANT of the adjusted rent due based on the preceding method of adjustment, and TENANT shall promptly pay the same. If LANDLORD shall notify TENANT of such adjusted rent subsequent to the payment of any rent for such lease year, upon the first day of the month immediately following the receipt of such notice, TENANT shall pay the amount due for the months during such lease year as to which rent without such adjustment had previously been paid. Such adjusted rent shall not, under any circumstances, result in a reduction of the previous year's rent.

The covenant of TENANT to pay rent is separate and distinct from other covenants and TENANT shall have no right of set-off or reduction in the payment of rent for any reason. Payments required hereunder shall be in United States currency or its equivalent.

4 **TAX.** In addition to rent specified herein, and other sums of money provided in and by this Lease to be paid by TENANT, TENANT shall pay in advance the full amount of all property, sales, use, excise and rental taxes levied, assessed by or payable to any governmental agency, body or taxing authority for or on account of this Lease.

TENANT shall also be responsible for and pay any ad valorem and non ad valorem taxes which are assessed upon the property leased by TENANT, assessed by the taxing authority during TENANT's usage and lease of the property.

TENANT shall pay prior to delinquency all taxes assessed and levied upon the trade fixtures, furnishings, equipment, inventory and all other personal property of TENANT contained in the leased premises or elsewhere.

5 **LATE CHARGES.** In the event any base rent payment due hereunder shall not be paid within ten (10) days after the due date, TENANT shall pay LANDLORD a late charge of five (5%) percent of such late payment.

6. **HOURS OF OPERATION.** At all times during this Lease, TENANT shall be required to operate a fish camp with related facilities and amenities including bait and tackle shop, dockage, basic boat supplies, snacks, food & beverages, including patio,

casual dining, with minimum hours of operation to vary by season, holidays and related factors seven days per week. TENANT agrees to operate no less than 8 hours per day, weather permitting. TENANT further agrees that it will offer breakfast and casual lunch and dinner during selected months. TENANT shall have the right to determine its business hours within the above perimeters and as provided herein.

TENANT further acknowledges the need for the continuous and regular operation, including the duty to exercise best management practices, and the operation of said business as provided for herein shall be a separate covenant under this Lease.

7. INSURANCE. TENANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein.

As evidence of compliance with the insurance required herein, TENANT shall furnish CITY with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY and CITY's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; or
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to CITY.

All policies should be endorsed to provide thirty (30) days written notice of cancellation to CITY for all coverages. Until such insurance is no longer required by this Contract, TENANT shall provide CITY with renewal or replacement evidence of insurance prior to the expiration or termination of such insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by CITY, TENANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified, complete copy of the policies of insurance providing the coverage required.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 500,000 Each Accident

\$ 500,000 Disease - Policy Limit

\$ 500,000 Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

Marina Operators Insurance

Such insurance shall include coverage for marina operators' legal liability, protection and indemnity, and commercial general liability. The commercial general liability coverage shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 500,000 Marina Operators Legal Liability

\$ 500,000 Protection and Indemnity

\$ 500,000 General Aggregate

\$ 500,000 Products/Completed Operations Aggregate

\$ 500,000 Personal and Advertising Injury

\$ 500,000 Each Occurrence

Liquor Liability Coverage

Such insurance shall cover liability of TENANT arising out of the sale of alcoholic beverages on the Demised Premises and in the course of their business. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 500,000 General Aggregate

\$ 500,000 Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 500,000 Each Occurrence - Bodily Injury and Property
Damage Combined

Pollution Legal Liability Insurance

If TENANT engages in fueling operations, TENANT shall procure and maintain insurance applicable to TENANT's liability resulting from pollution or other environmental impairment arising out of, or in connection with such fueling operations including the use of any storage tanks. Such coverage shall include coverage for clean-up of pollution conditions and 3rd party bodily injury and property damage claims arising from pollution conditions.

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 500,000 per claim

\$ 500,000 aggregate

The CITY and the CITY's officials, officers, agents and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the pollution

liability policy shall be \$25,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of TENANT and TENANT shall pay on behalf of the CITY or CITY's officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

Property Insurance

The CITY shall have no responsibility to maintain property insurance on any of TENANT's property. It shall be the sole responsibility of TENANT to maintain property insurance coverage on the building and improvements on the Demised Premises and all contents of such buildings. If TENANT elects to maintain such coverage on TENANT's buildings and contents, such coverage shall be paid for by TENANT. LANDLORD consents to TENANT obtaining such coverage.

In the event TENANT obtains property insurance coverage on the building and improvements, LANDLORD shall be named as an additional insured; provided, however, that should the Demised Premises be damaged by fire or other insured casualty, and the improvements on the Demised Premises are capable of being repaired or rebuilt, all insurance proceeds shall be utilized for the costs to repair and rebuild. In the event the buildings and improvements cannot be repaired or rebuilt, or in the event the costs thereof exceed the available insurance proceeds, all insurance proceeds from losses of any structures shall be paid as follows: (a) to TENANT if during the first four (4) years of this Lease; (b) to LANDLORD during the last year of the initial term;; (c) to TENANT during the first five (5) years of the subsequent or renewal term; (d) seventy five percent (75%) to TENANT and twenty five percent (25%) to LANDLORD during years six (6) through eight (8) of the subsequent or renewal term; and (e) one-half (1/2) to TENANT and one-half (1/2) to LANDLORD during years nine (9) and ten (10) of the subsequent or renewal term.

General Conditions

The insurance provided by TENANT shall apply on a primary basis to, and shall not require any contribution from, any insurance, or self-insurance, maintained by the CITY, or its officials, officers and employees.

Except as provided herein or where prior written approval has been obtained from

CITY hereunder, no deductible or self-insured retention for any required insurance provided by TENANT pursuant to this Agreement will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, TENANT shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of CITY, or its officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of TENANT. Any remedy provided to the CITY by the insurance provided by the TENANT shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of TENANT) available to the CITY under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by TENANT shall relieve TENANT from responsibility to provide insurance as required by this Agreement.

8. USE OF PREMISES. TENANT will use and occupy the premises solely as a dockage facility with attendant amenities, including bait and tackle shop, snack bar, casual restaurant in a rustic old Florida style.

- a) TENANT may seek to obtain subject to applicable regulations, licensure for retail sales of beer and wine for on-premises and off-premises consumption. TENANT represents it currently has beer and wine license including off-premises consumption. LANDLORD acknowledges TENANT may seek to obtain a license to serve a full-line of alcoholic beverages for on-premises consumption. TENANT shall provide copies of all liquor license records to LANDLORD upon request.
- b) TENANT specifically agrees not to conduct its business in a manner that disturbs the quiet enjoyment of any nearby residents and agrees to conduct its business in compliance with all applicable laws.
- c) TENANT further agrees to:
 - 1) keep the premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other

obligations imposed by applicable provisions of building, housing, health, and environmental codes by any State or Federal law, regulation, or agency; and

- 2) to make no alterations or additions to the Demised Premises except as set forth herein, without the prior written consent of LANDLORD, and
 - 3) to forbid overnight stays, including live-aboard persons on any docked or moored vessel; and
 - 4) to commit no waste of the premises; to remove all garbage and other debris which results from the operation of TENANT's business in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary and in repair, to use and operate in a reasonable manner all electrical, plumbing and other facilities; not to destroy, deface, damage, impair or remove any part of the Demised Premises or property therein belonging to LANDLORD; and
 - 5) to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not constitute a breach of the peace; and
 - 6) to surrender the Demised Premises at the termination of this Lease in as good state and condition reasonable use and wear permitted.
- d) TENANT shall have the right, subject to approval of LANDLORD to adopt reasonable rules and regulations applicable patrons, customers and members of the public in utilization of the Demised Premises which may include one or more of the following or similar rules:
- (1) Limitation of patrons, customers and members of the public, bringing food and beverages from off site for consumption on Demised Premises, that have not been purchased or acquired from TENANT, including unlicensed alcoholic beverages provided that no limitation shall prevent patrons, customers, or members of the public from consuming such food or beverages on their private vessels or watercraft or the immediate vicinity thereof.

(2) Reserving the right to refuse access to the Demised Premises to any person whose actions, threats, possession of any weapons or obvious impairment poses a threat to persons or property.

(3) Usage of Dockage Agreement approved by Landlord.

(4) Service of any food or beverages including alcoholic beverages consistent with State of Florida requirements for protection of TENANT's liquor license.

(5) Hours of operation, as approved by LANDLORD, including usage of dockage, docks and piers.

9. MAINTENANCE AND REPAIR. TENANT shall at all times maintain its facility(s), and all appurtenances thereof in a condition and appearance in keeping with the intent of the parties, in compliance with all local, state and federal statutes, codes, ordinances and rules. TENANT shall keep and maintain in good order, condition and repair (which repair shall mean replacement, if necessary) docks, piers, walkways, exterior and interior walls, roof, exterior and interior portions of all doors, windows, glass, plumbing and sewage facilities, fixtures, interior electrical equipment serving the Demised Premises, floors and ceilings, and all other parts of the Demised Premises. LANDLORD shall not be responsible to maintain or to make any improvements or repairs of any kind in or upon the Demised Premises.

It is anticipated that TENANT will need to install certain improvements and equipment at the Demised Premises which may include a second story, tiki, decking, kitchen equipment, electrical and plumbing fixtures which will become a part of the Demised Premises. See Schedule "A" attached.

If any repairs required to be made by TENANT hereunder are not commenced and proceeded with due diligence within ten (10) days after written notice delivered to TENANT by LANDLORD (or within such shorter period as LANDLORD should require in the event of an emergency, with or without notice), LANDLORD may, at its option, make such repairs without liability to TENANT for any loss of damage which may result to its stock or business by reason of such

repairs, and TENANT shall pay to LANDLORD immediately upon demand as additional rent hereunder, the costs of such repairs plus ten (10%) of the amount thereof (for LANDLORD' s service and overhead costs). At all times during the term of this Lease, TENANT shall maintain the Demised Premises and operate its facility(s) and business in a tasteful manner in accordance with the intent of the parties so as to enhance the image and appearance of the facility.

10. ALTERATIONS. Except as provided herein, TENANT shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the Demised Premises to the original condition at TENANT's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT. LANDLORD shall at all times retain sole control of the exterior appearance of the building and the Demised Premises, including but not limited to approval over exterior colors and color scheme for the building and all of its fixtures and appurtenances, to further include all signage.

TENANT undertakes and covenants to perform certain alterations, upgrades, improvements and additions to the Demised Premises during the term hereof which are set forth and outlined on Schedule-"A" attached hereto. TENANT shall commence the improvements listed on Schedule "A" in no particular sequence within 90 days of the date hereof and shall complete all improvements listed on Schedule "A" within the initial term hereof.

11. UTILITIES. TENANT shall contract, in its own name and shall pay the

charge before delinquency, for all utility services rendered or furnished to the Demised Premises, including water, gas, electricity, telephone, garbage and the like, together with all taxes or other charges levied on such utilities.

12. TITLE TO IMPROVEMENTS. Title to any building, structure or other improvements (other than movable trade fixtures) that shall be constructed, installed or placed upon the Demised Premises shall vest in LANDLORD upon the termination of this Lease or any renewal or extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

13. DAMAGE AND OBLIGATION TO RESTORE. TENANT shall give immediate written notice to LANDLORD of any damage caused to the Demised Premises by fire or other casualty. If the Demised Premises should be: (1) damaged by any casualty and; (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD and TENANT may elect either to terminate the lease or to proceed to rebuild and repair the Demised Premises. Should LANDLORD elect to terminate the lease, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty.

In such event, TENANT shall have ninety (90) days to present a plan to rebuild the Demised Premises and provide evidence of sufficient funding, including insurance proceeds.

14. LIABILITY AND INDEMNIFICATION. LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's use and occupancy of the leased premises, or due to the negligent, reckless, or intentionally wrongful acts of Tenant or because of fire, flood, wind storm, acts of God, or for any other reason, including the negligent, reckless, or intentionally wrongful acts of third persons on the premises, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligent acts or omissions. TENANT hereby agrees to defend indemnify and save harmless LANDLORD, its officers, employees,

representatives and agents from and against any and all loss, damage, claim, demand, liability, cost or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the occupancy or use of the Demised Premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or in the Demised Premises as a result of TENANT's occupancy including, but not limited to, LANDLORD's attorney's fees and costs, both at trial and appellate levels; provided TENANT shall have the right to designate and employ all counsel, including joint counsel for both LANDLORD and TENANT thereby accepting any tender of defense. This provision shall be deemed satisfied if any insurance provides a defense and is an additional named insured. If there is no insurance coverage TENANT shall provide a defense at its costs, with counsel that is reasonably acceptable to LANDLORD.

15. EMINENT DOMAIN. If the Demised Premises or any part thereof should be permanently taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease shall be terminated, the entire compensation award therefore, both leasehold and reversion shall be the property of LANDLORD without any deduction therefrom for any present or future estate of TENANT, and TENANT hereby assigns to LANDLORD all its right, title and interest to any such award. TENANT shall execute all documents required to evidence such result. TENANT shall, however, be entitled to claim, prove and receive in such condemnation proceedings, such award as may be allowed for fixtures and other equipment installed by it, but only if or to the extent such award shall be in addition to the award for the land and the building and other improvements (or portions thereof) containing the Demised Premises.

If the entire Demised Premises should be taken, condemned, or transferred as aforesaid, the Lease shall terminate as of the time possession thereof is required for public sale. If a portion of the Demised Premises should be taken, condemned or transferred as aforesaid, LANDLORD may elect to terminate the Lease, or at its own expense, to repair and restore the portion not affected by the said taking, in which latter event the minimum rent shall be reduced in proportion to the area taken, effective at the time possession is required for public use.

16. ASSIGNMENT AND SUBLETTING. The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into

the Lease. TENANT shall not voluntarily, involuntarily, or by operation of law, assign, sell, mortgage, pledge, or in any manner transfer the lease or any estate or interest therein or sublet the Demised Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Demised Premises without the prior written consent of LANDLORD, which consent LANDLORD may not unreasonably withhold. For purposes of this provision, the sale, transfer, or assignment by any shareholder of TENANT of its shares, or the sale of shares by TENANT to any individual, firm, or entity which results in the transfer of more than forty (40%) percent of the stock of such corporation, or causes the existing shareholders to be less than a majority of the control of the corporation, shall also be considered a transfer of this Lease which shall require LANDLORD's prior written consent. Although TENANT may have the right to mortgage its interest in this Lease, all rights acquired under the leasehold mortgage shall be subject to all of the terms of this Lease. There shall be no subordination of this Lease and the LANDLORD shall otherwise be protected in any financing arrangement. TENANT agrees that any leasehold mortgage it may execute in obtaining financing for the construction and development of the proposed facilities shall contain language incorporating the foregoing provision. Consent by LANDLORD to one or more assignments or subletting shall not operate as a waiver of LANDLORD's rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, TENANT and any guarantor of TENANT's obligations under the Lease shall at all times remain fully responsible and liable for compliance with all of the obligations of TENANT, including the payment of rent.

In the event of the transfer and assignment by LANDLORD of its interest in the Lease and in the building(s) and structures comprising the Demised Premises, LANDLORD shall thereby be released from any further obligations and TENANT agrees to look solely to such successor in interest for performance of such obligations. Such transfer and assignment, however, shall not affect the validity of this Lease, and TENANT shall continue in possession of the premises subject to all terms and conditions provided in the Lease.

17. DEFAULT AND REMEDIES. The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by TENANT:

- a. The vacating or abandonment of the Demised Premises by

TENANT, with intent to so abandon and not the result of a casualty.

b. The failure by TENANT to make payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from LANDLORD to TENANT.

c. The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT, other than described in Paragraphs a and b above, where such failure shall continue for a period of ten (10) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, TENANT shall not be deemed in default if TENANT commences such cure within said ten (10) day period and thereafter diligently pursues such cure to completion.

d. If TENANT or any guarantor should commence, in any court pursuant to any statute either of the United States or of any state, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against TENANT or any said guarantor and either an order of relief is entered against such party or such party fails to secure a discharge of the proceeding within thirty (30) days of the filing thereof, or if TENANT or any said guarantor becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment of both benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of TENANT's or any said guarantor's property whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

e. The discovery by LANDLORD that any financial statement given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of TENANT, any successor in interest of TENANT, or any guarantor of TENANT's obligations, and any of them, is materially false.

18. REMEDIES UPON DEFAULT. In the event of any default or

breach by TENANT, LANDLORD may at any time thereafter, without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof, subject to LANDLORD's obligation to mitigate damages.

(b) Terminate TENANT's right to possession of the Demised Premises by any lawful means and retake possession thereof for the account of LANDLORD, in which event TENANT shall immediately surrender possession of the Demised Premises to LANDLORD and all further liability under the Lease on the part of the TENANT and LANDLORD shall terminate.

(c) Pursue any other remedy now or hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida. In the event of a proceeding involving TENANT under the Bankruptcy Code, 11 U.S.C. §101 et seq., if the Lease is assumed by TENANT's trustee in bankruptcy (after he has cured all existing defaults, compensated LANDLORD for any loss resulting therefrom and provided adequate assurance of future performance), then the Lease may not be assigned by the trustee to a third party, unless such party (1) executes and delivers to LANDLORD an agreement in recordable form whereby such party assumes and agrees with LANDLORD to discharge all obligations of TENANT under the Lease, (2) has a net worth and operating experience at least comparable to that possessed by TENANT and any guarantor hereof as of the time of execution of the Lease, and (3) grants to LANDLORD, to secure the performance of such party's obligations under the lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the Demised Premises, and in connection thereof, such party shall execute such security agreements, financing statements and other documents (the forms of which are to be prepared by

LANDLORD) as are necessary to perfect such lien.

If the LANDLORD should exercise any of its remedies hereunder, TENANT shall be liable for and shall pay to LANDLORD the costs of removing and storing TENANT's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting Demised Premises into condition acceptable to a new tenant or tenants; real estate commissions actually paid; that portion of the leasing commission paid by LANDLORD applicable to the unexpired term of the Lease, if applicable, and all reasonable expenses incurred by LANDLORD, including attorney's fees.

If the Lease should be terminated, or the Lease term should expire, LANDLORD shall have the immediate right thereafter to re-enter the Demised Premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. In such event, LANDLORD shall not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

The rights and remedies granted herein to LANDLORD are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude LANDLORD's right to exercise any or all of the others. All charges payable by TENANT under the terms of the Lease shall be deemed rent for the purpose of LANDLORD exercising its remedies.

No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by LANDLORD at any time when TENANT is in default under any covenant or condition hereof be construed as a waiver of such default or of LANDLORD's right to terminate the Lease on account of such default, nor shall any waiver or indulgence granted by LANDLORD to TENANT be taken as an estoppel against LANDLORD, it being expressly understood that if any time TENANT should be in default in any of its covenants or conditions hereunder, an acceptance by LANDLORD of rent during the continuance of such default or the failure on the part of LANDLORD promptly to avail itself

such other rights or remedies as LANDLORD may have shall not be construed as a waiver of such default, but LANDLORD may at any time thereafter, if such default continues, terminate the Lease on account of such default.

LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but in no event later than fifteen (15) days after written notice by TENANT to LANDLORD, specifying wherein LANDLORD has failed to perform such obligations provided, however, that if the nature of LANDLORD's obligation is such that more than fifteen (15) days are required for performance, LANDLORD shall not be in default if LANDLORD commences performance within such fifteen (15) day period and thereafter diligently prosecutes the same to completion.

TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD's designee within ten (10) days after such amount shall be due, TENANT shall pay to LANDLORD a late charge equal to five (5%) percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of costs LANDLORD will incur by reason of the late payment of TENANT.

19. **LANDLORD SECURITY.** To secure the payment of all rent and other sums of money due and to become due and the faithful performance of the Lease by TENANT, TENANT hereby grants to LANDLORD an express first and prior lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the Demised Premises, and also upon all proceeds of any insurance which may accrue to the TENANT by reason of destruction of or damage to any such property. Such property shall not

be removed therefrom without written consent of LANDLORD until all arrearages in rent and other sums of money then due to LANDLORD hereunder shall first have been paid. This lien and security interest is given in addition to the LANDLORD's statutory lien and shall be cumulative thereto. Consequently with the execution of the Lease (or later if requested by LANDLORD at its discretion), TENANT shall execute and deliver to LANDLORD Uniform Commercial Code Financing Statements in sufficient form so that when properly filed, the security interest hereby given shall be perfected. The lien and security interest created hereby shall be terminated when all of the rent and other sums of money becoming due during the Lease term shall have been paid in full.

20. SUBORDINATION AND ATTORNMENT. The Lease, at LANDLORD's option, shall be subordinate to any ground lease, mortgage or any other hypothecation for security now or hereafter placed upon the real property of which the Demised Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee or ground lessor should elect to have the Lease prior to the lien of its mortgagee or ground lease, and should give written notice thereof to TENANT, the Lease shall be deemed prior to such mortgage or ground lease, whether the lease is dated prior or subsequent to the date of said mortgage or ground lease.

TENANT agrees to execute any documents required to effectuate such subordination or to make the Lease prior to the lien of any mortgage or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint LANDLORD as TENANT's attorney in fact and in TENANT's name, place and stead, to do so.

Upon request of LANDLORD, TENANT shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by LANDLORD covering the Demised Premises, attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as LANDLORD under the Lease.

21. TENANT ESTOPPEL CERTIFICATE. TENANT shall at any time upon not less than ten (10) days prior written notice from LANDLORD execute, acknowledge and deliver to LANDLORD a statement in writing: (1) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD, or specifying such defaults if any are claimed; and (3) otherwise be in a form reasonably acceptable to LANDLORD. Any such statements may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the Demised Premises.

If LANDLORD desires to finance, refinance, or sell the Demised Premises, or any part thereof, TENANT hereby agrees to deliver to any lender or purchaser designed by LANDLORD such financial statements of TENANT as may be reasonably required by such lender or purchaser. All such financial statements shall be received by LANDLORD and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

22. NOTICES. All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attention: City Manager, P.O. Box 1480, Fort Pierce, Florida 34954, with a copy to the Office of the City Attorney, P.O. Box 1480, Fort Pierce, Florida 34954, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail, return receipt requested to: LITTLE JIM'S BAIT & TACKLE, INC., Richard A. King, 6502 Santa Clara Boulevard, Fort Pierce, Florida 34951, with a copy to ROBERT J. GORMAN, ESQ., 1209 Delaware Avenue, Ft. Pierce, FL 34950, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

23. ACCESS TO PROPERTY. During the term of this Lease, and any

renewal or extension thereof, TENANT shall permit LANDLORD and the agents and representatives of LANDLORD access to the leased property and licensed area at all reasonable times deemed necessary for the purpose of this Lease, including inspection of all work being performed in connection with the construction of improvements thereon, the management and operation of the facilities and to assure compliance with all ordinances, statutes and rules and regulations of federal, state and local agencies having jurisdiction.

24. **GENERAL PROVISIONS.** The following general provisions shall be an integral part of this Lease:

a. TENANT shall not record the Lease without LANDLORD's prior written consent, and any such recordation shall, at the option of LANDLORD, constitute a non-curable default of TENANT.

b. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

c. The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

d. Time is of the essence.

e. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

f. Whenever a period of time is prescribed for action to be taken by LANDLORD, LANDLORD shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of LANDLORD.

g. Upon TENANT paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on TENANT's part to be observed and performed hereunder, TENANT shall have quiet possession of the Demised Premises, for the entire Lease term, subject to all the provisions of the Lease.

h. Each provision performable by TENANT shall be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

i. Subject to the provisions hereof restricting assignment or subletting by TENANT and regarding LANDLORD's liability, this Lease shall bind the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the State of Florida.

j. The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting "TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

k. The Effective Date of the Lease shall be March 1, 2010.

l. All terms, covenants, and conditions herein contained, to be performed by TENANT, shall be performed at its sole cost and expense, and if LANDLORD shall pay any sum of money or do any act which requires the payment of money, by reason of the failure neglect or refusal of TENANT to perform such term, covenant, or condition, the sum of money so paid by LANDLORD shall be deemed additional rent and shall be payable to TENANT with the next succeeding installment of rent together with such interest as may have accrued thereon.

m. Any amount due to LANDLORD not paid when due shall bear interest at the maximum rate allowable by law accruing from the due date.

n. Notwithstanding anything to the contrary provided in the Lease, it is specifically understood and agreed by LANDLORD and TENANT that there shall be absolutely no personal liability on the part of LANDLORD, or its

shall be absolutely no personal liability on the part of LANDLORD, or its successors, or any partners or corporate shareholders of LANDLORD, or its successors, with respect to any of the terms, conditions and covenants of the Lease, and that TENANT shall look solely to the interest of LANDLORD in the premises for the satisfaction of each and every remedy of TENANT in the event of any breach by LANDLORD of any terms, conditions and covenants of the Lease to be observed or performed by LANDLORD.

25. **JOINT VENTURE.** It is specifically understood and agreed that nothing in this Lease shall be construed as creating a joint venture, partnership or other relationship between the parties to the agreement other than LANDLORD and TENANT.

26. **ATTORNEY'S FEES AND COSTS.** The prevailing party shall be entitled to an award of all costs, charges, and expenses, including the fees of counsel, agents and others retained by such party and incurred in enforcing either party's obligations hereunder or in any litigation or appellate proceedings.

27. **PAYMENT.** No payment by TENANT or receipt of payment by LANDLORD of an amount less than the full amount then due LANDLORD under this Lease shall be construed as anything other than a partial payment of the sum then due and owing. No endorsement or statement on any check or letter or any form of payment or accompanying documents shall be deemed to be an accord and satisfaction or other form of settlement, and LANDLORD may accept any such payment without prejudice to its rights to recover the balance of any sums due and owing under this Lease or to pursue any other remedy permitted under this Lease or Florida law.

28. **RADON GAS.** Pursuant to Fla. Stat. §404.046(8), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the St. Lucie County Public Health Unit.

29. **INSPECTION.** LANDLORD or its agents shall have the right to enter the

any other purpose not inconsistent with the terms and provisions of this Lease.

30. PARTIAL INVALIDITY. In the event any term, provision, or condition of this Lease shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair this Lease as a whole or any other provision of this Lease.

31. TIME. Time is of the essence of this Lease and every term and provision of this Lease.

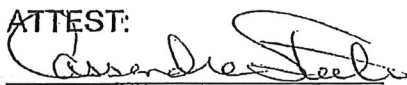
32. LEASE NOT RECORDABLE. Neither this Lease nor any notice of memorandum thereof, except such instrument as maybe required by LANDLORD from TENANT shall be recorded in any public records.

33. ENTIRE AGREEMENT. This Lease contains the entire and sole agreement between the parties hereto relative to the rental of the leased premises and it may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same formalities as this LEASE. No surrender of the leased premises or of the remainder of the term of this Lease shall be valid unless accepted by LANDLORD in writing. This agreement shall be interpreted and enforced under the laws of the State of Florida. It is agreed and understood that this agreement has been negotiated and drafted jointly and is not to be construed against any party.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

WITNESS AS TO LANDLORD

ATTEST:



Cassandra Steele, City Clerk

LANDLORD

CITY OF FORT PIERCE

By: 

Robert J. Benton, III, Mayor

Date: May 25 2010

APPROVE AS TO FORM
AND CORRECTNESS

By: 

Robert V. Schwerer, Esq.
City Attorney

City Attorney

WITNESSES AS TO TENANT

[Signature]

TENANT:

LITTLE JIM BAIT & TACKLE, INC.

By: [Signature]
Richard A. King, President

Timothy M. McGuire
Print name

Date: 5-3-10

Kimberly Thompson
Kimberly Thompson
Print name

WITNESSES AS TO GUARANTOR:

GUARANTOR:

[Signature]

RICHARD A. KING and RITA KING
[Signature]
Richard A. King

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

Rita A. King
Rita A. King

GUARANTEE

THE UNDERSIGNED, as Guarantor, guarantees all of the obligations of the TENANT under that certain Lease dated the _____ day of March, 2010, between **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, as LANDLORD, and, **LITTLE JIM BAIT AND TACKLE, INC.**, a Florida Corporation, as TENANT, for the Demised Premises identified therein and located at 601 North Causeway Drive, Fort Pierce, FL 34949, adjacent to the City Marina of the City of Fort Pierce, Florida.

The undersigned, jointly and severally, further confirm and acknowledge the following:

1. The liability of the undersigned is absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Lease; (ii) the existence of any property given as security for, or other guarantee of the Lease; or (iii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the TENANT in respect of the Lease or the undersigned in respect of this Guarantee.

2. The undersigned has a monetary interest (direct or indirect) in TENANT, and/or in the conduct of the business to the Demised Premises.

3. The undersigned has executed this Guarantee to induce LANDLORD to lease the Demised Premises to TENANT.

4. With regard to obligations of TENANT to pay money, this Guarantee imposes on the undersigned a guarantee of payment and not of collection.

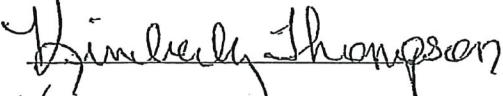
5. LANDLORD has the right to take action against one or more of the undersigned guarantors, if more than one, without affecting the obligations of any other of the undersigned guarantors not being proceeded against.

WITNESS our hands and seals this _____ day of March, 2010.

WITNESSES:



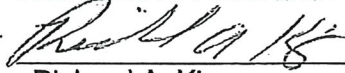
Timothy M McGuire
Print name



Kimberly Thompson
Print name

GUARANTOR:

RICHARD A. KING and RITA KING



Richard A. King

5-3-10
Rita King

Date: Rita King

EXHIBIT "A-1"

The Demised Premises is legally described as:

35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E
1556.56 FT, TH S 00 DEG 10 MIN 59 SEC W 1908.70 FT TO POB, TH N
58 DEG 59 MIN 38 SEC E 166.32 FT, THS 75 DEG 40 MIN 00 SEC E 200
FT, TH S 54 DEG 07 MIN 50 SEC W 159.37 FT TO HIGH WATER/VEG
MARK, TH MEANDERING SD HW MARK SWLY 218.96 FT MIL, TH N 35
DEG 54 MIN 18 SEC W 72.65 FT, TH N 32 DEG 50 MIN 14 SEC E 76.58
FT TO POB

as generally depicted on the aerial, Exhibit "A-2"

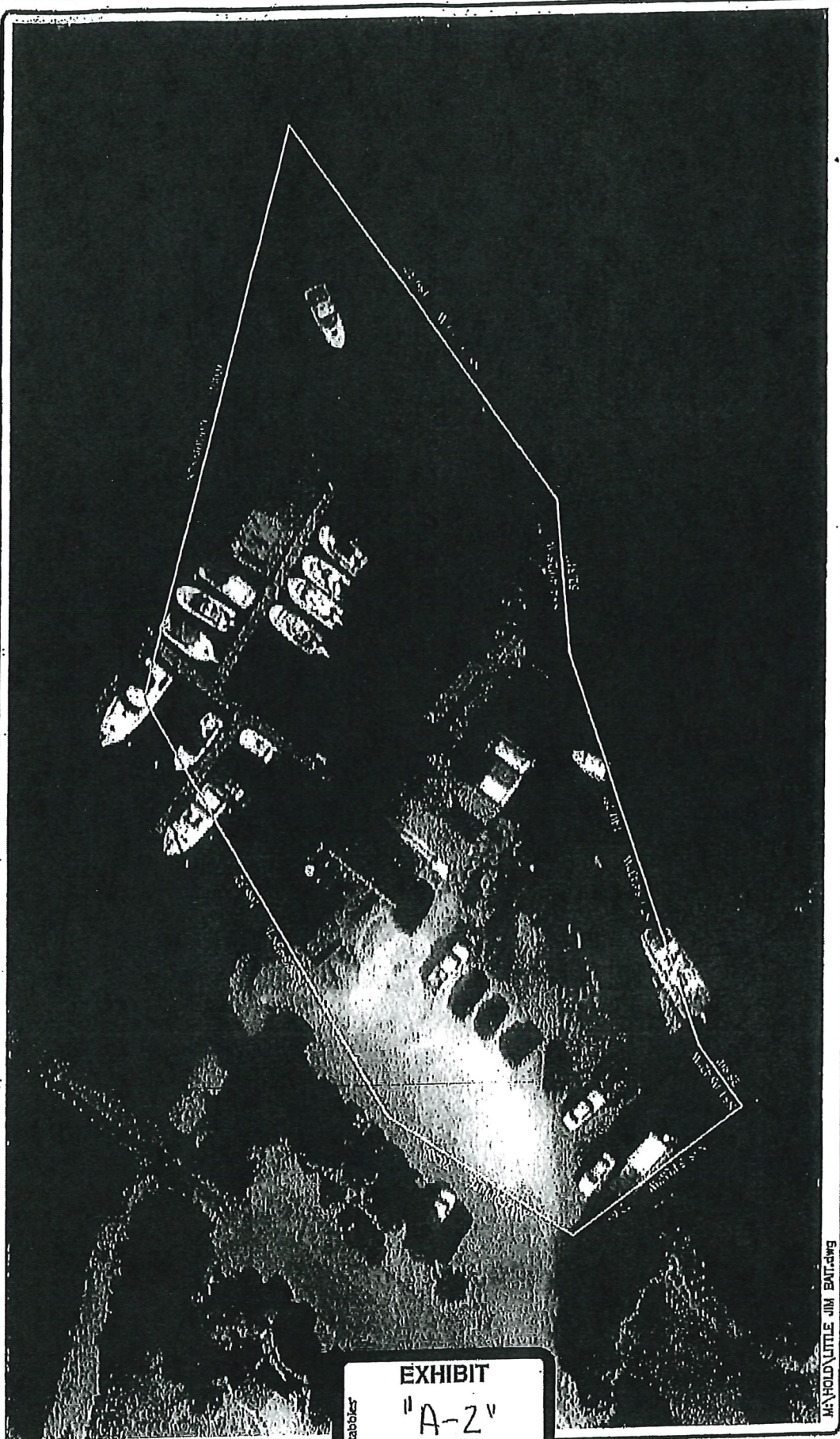
SCHEDULE "A"

TENANT agrees to remove existing concrete boat ramp, which is in disrepair, and improve access area to same with additional parking subject to the City's Land Development Regulations.

TENANT agrees to remove all sunken vessels from the leased portion of the demised property and construct additional pitched-roof decking with outdoor seating to the southwest subject to the City's Land Development Regulations.

TENANT agrees to install new fuel pumping and storage facilities with at least gasoline stations subject to all Federal, State and Local codes and regulations.

TENANT agrees to construct at least five (5) additional boat slips on the leased portion of the demised property subject to all Federal, State and Local codes and regulations.



tabbick
EXHIBIT
"A-2"

MA\HOLD\LITTLE JIM BAIT.dwg



CITY OF FORT PIERCE
 DEPARTMENT OF ENGINEERING

A PARCEL OF LAND TO BE LEASED
 TO LITTLE JIM BAIT & TACKLE SHOP

DATE: 6-9-00
 SCALE: 1" = 50'
 REVISIONS:



NO.	DATE	BY	REVISIONS

SHEET
 OF

MAR 24 2015

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

MEMORANDUM

TO: Nicholas Mimms, Deputy City Manager

FROM: Robert V. Schwerer, City Attorney

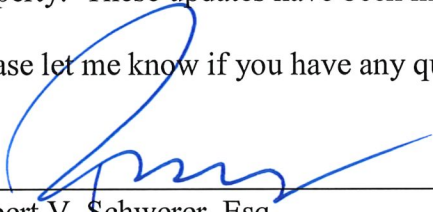
SUBJECT: Little Jim Bait and Tackle – Lease Extension

DATE: March 24, 2015

Attached please find the Lease Extension for the Little Jim Bait and Tackle lease, approved as to form and correctness. You may have this scheduled as a consent agenda item on the next City Commission agenda.

Please note that the Lease provided for a conditional ten (10) year lease extension. In an effort to update all of the City's leases of its properties, our insurance consultant is recommending some minor changes to the insurance provisions of our leases of City property. These updates have been incorporated in the attached.

Please let me know if you have any questions.



Robert V. Schwerer, Esq.
City Attorney

/mlp

Attachment

cc: Robert J. Bradshaw, City Manager (*via email*)
Linda Cox, City Clerk (*via email*)

City Commission Conference Agenda

4.c.

Meeting Date: 11/13/2017

Re: Condemnation / Demolition Rules of Procedure

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Review of proposed Rules of Procedure for condemnations and demolitions.

SUMMARY:

- The City Charter provides the Commission the power to condemn structures due to being unsafe or a nuisance to the community.
- In 2002, the City Commission voted to move the responsibility for condemnations and demolition to staff with appeal hearings before the Construction Board of Adjustments and Appeals.
- The proposed Rules of Procedure adopt a combined approach - condemnations without demolition continue to be addressed by staff and only those cases requiring demolition will be heard by the City Commission.
- Once the Commission makes a determination, the Rules of Procedure will be followed, so that cases will not be brought back before the Commission.

RECOMMENDATION:

Recommend the Rules of Procedure for Condemnation & Demolition be placed into a Resolution for approval by the Commission at their next meeting.

ALTERNATIVES:

Amend the proposed Rules of Procedure
Recommend not moving forward with the proposed Rules of Procedure.

RESPONSIBLE STAFF:

Margaret M. Arraiz

COORDINATED WITH:

Paul Thomas / Shaun Coss - Building Department
Linda Cox - City Clerk
Rebecca Grohall - Planning & Zoning
Chief Hobbly-Burney - FPPD
Jim Messer - Legal

Fiscal Impact

OTHER INFORMATION:

None

Attachments

Procedures
Condemnation PPT

Form Review

Inbox

Reviewed By

Date

City Manager

Nick Mimms

11/06/2017 04:56 PM

Form Started By: Peggy Arraiz

Started On: 10/30/2017 09:04 AM

Final Approval Date: 11/06/2017



Rules of Procedure for Condemnation & Demolition of Structures

Effective 11/20/2017

These procedures are established to regulate the condemnation of structures or systems and the subsequent rehabilitation or demolition of such structures or systems.

Condemnation Procedures

1. The Code Compliance Manager will review all requests for condemnation and make a final determination of action to be taken based upon the following:
 - a. The recommendation from the Building Inspector.
 - b. Complaints from citizens, the Fort Pierce Police Department and/or other agencies.
 - c. Compliance with the City of Fort Pierce Charter Section 14 (9) that allows for the removal of any building or structure that constitutes a menace to business, health, or safety, or any building or structure that constitutes a fire hazard or which is unsightly or does not conform in architecture to adjacent or surrounding buildings which are hereby designated and declared to be a nuisance;
2. If the structure is to be condemned but can be repaired and does not require demolition, the procedures outlined in Section I – Condemnation with Rehabilitation shall be followed.
3. If the structure is to be condemned and must be removed by demolition, the procedures outlined in Section II – Condemnation with Demolition shall be followed.
4. If the structure is to be condemned due to its adverse impact on the neighborhood and businesses or any other condition that is not provided for in the International Property Maintenance Code Section 108 as adopted by the City Commission, the procedures outlined in Section III – Condemnation / Declaration of Nuisance shall be followed.
5. When, in the opinion of the Building Official or Code Official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the Building Official or Code Official shall take whatever steps are necessary, up to and including demolition of the structure, to preserve the life, health and safety of the community. When such action is taken, the procedures for demolition outlined in Section II shall commence as soon as reasonably possible after the fact.

SECTION I – CONDEMNATION WITH REHABILITATION

This Section is intended to address properties that have been declared unsafe by the Code Official but are not in such a state of disrepair as to require the demolition or removal of the structure. This section may be supplemented by nuisance abatement action provided for in Chapter 16 of the City's Code of Ordinances to properly secure such structure until the repairs have been completed.

These procedures may be suspended with the issuance of a valid building permit that will abate the violations or a Stipulation of Remediation that clearly outlines the steps required to remedy the violations and a timeline for compliance. The stipulation must be signed by both the interested party and a city representative and be notarized. Failure to comply with the conditions of the building permit or the stipulation will result in the procedures for condemnation automatically resuming.

1. Property is inspected by the Building Department.
 - a. A Property Maintenance Inspection Report (PMIR) is completed to include a recommended action to be taken based upon the International Property Maintenance Code Section 108 as adopted by the City Commission on January 3, 2017.
 - b. Date stamped color photographs of the property conditions are taken and attached to the PMIR.
 - c. A Property Card is printed from the Property Appraiser's website.
 - d. File is forwarded to the Code Compliance Manager.
2. Notice of Violation and Affidavit of Unsafe Building is created.
 - a. The Notice of Violation must clearly identify the steps required to remedy all identified violations.
 - b. The notice must include a statement providing the owner(s) with their right to appeal the decision to the Construction Board of Adjustments and Appeals.
3. The Affidavit of Unsafe Building with the attached Notice of Violation is recorded with the St. Lucie County Clerk of Courts.
4. A copy of the recorded affidavit and notice is to be sent to all interested parties including the registered owner of title (from the Property Appraiser's card), any Registered Agent listed with the Division of Corporations, any heirs of estates listed with the St Lucie County Clerk of Court., any tenants and any additional names / addresses as may be provided.
5. All notices are to be sent certified mail, return receipt requested.
6. If the signed green card is not received within 10 business days, is returned unclaimed or unsigned, the notice shall be sent regular mail with an Affidavit of Mailing signed and placed in the file.
7. Property is to be posted with the appropriate Notice of Condemnation. This may include an order for the structure to be vacated until such repairs have been completed.
8. An Affidavit of Posting shall be signed and placed in the file along with a copy of the posting.
9. Follow up inspections are to be conducted at least bi-annually to determine if additional action is needed.
10. If no action has been initiated after a period of twenty-four (24) months, the Code Compliance Manager may either forward the property to the Legal Department to initiate foreclosure proceedings or forward the matter to the City Commission for demolition.

SECTION II – CONDEMNATION WITH DEMOLITION

This Section is intended to address properties that have been declared unsafe by the Code Official but are in such a state of disrepair as to require the demolition or removal of the structure.

These procedures may be suspended with the issuance of a valid building permit that will abate the violations or a Stipulation of Remediation that clearly outlines the steps required to remedy the violations and a timeline for compliance. The stipulation must be signed by both the interested party and a city representative and be notarized. Failure to comply with the conditions of the building permit or the stipulation will result in the procedures for demolition automatically resuming.

1. A Notice of Violation is created.
 - a. The notice must clearly state that the building has been declared unsafe and must be demolished.
 - b. A time to comply shall be established, determined by the severity of the condition, not to exceed 60 days.
 - c. The notice is to be sent to all interested parties including the registered owner of title (from the Property Appraiser's card), any Registered Agent listed with the Division of Corporations, any heirs of estates listed with the St Lucie County Clerk of Court., any tenants and any additional names / addresses as may be provided.
 - d. All notices must be sent certified mail, with return receipt requested.
2. An Affidavit of Unsafe Building with the attached Notice of Violation is recorded with the St. Lucie County Clerk of Courts.
3. A Resolution is prepared for approval by the City Commission to establish a date of hearing.
 - a. The Resolution will be placed on the next available Commission agenda.
 - b. The Resolution may include multiple addresses that are being scheduled to be heard.
 - c. No evidence will be submitted or presented in support of this Resolution as it is only announcing a hearing date at which time such evidence shall be submitted and reviewed.
 - d. Following the adoption of the Resolution establishing the hearing date, a Notice of Hearing shall be mailed by registered or certified mail a certified copy of said resolution to all parties at least ten (10) days prior to the date of said hearing by the city clerk of the City of Fort Pierce. Notice issued under this section shall advise the property owner and potential parties in interest of their right to be heard on the demolition or to show cause why the demolition should not take place.
4. A Resolution to Declare a Nuisance / Condemn & Demolish a structure is prepared for approval by the City Commission. Only a single property may be addressed per Resolution to Condemn and Demolish and in lieu of a specific date, shall state that demolition shall comply with the Rules of Procedure as adopted by the City Commission. Evidence to support the Resolution shall be presented and shall include, but is not limited to, the following:
 - a. A copy of the Notice of Violation and certified mail return receipt.
 - b. A copy of the recorded Affidavit of Unsafe Building.
 - c. A current copy of the property card from the Property Appraiser's website indicating the current owner of the property and if the property is homesteaded.
 - d. Confirmation from the FPUA as to the current status of utilities.

- e. Property Status Statement indicating:
 - i. If the property is occupied.
 - ii. If there was any prior attempts for rehabilitation under Section I of these rules.
 - iii. If there is any additional code enforcement action upon the property.
 - iv. If the property is historic and requires a Certificate of Appropriateness prior to demolition.
 - f. Color photographs clearly depicting the current condition of the property.
 - g. A copy of the Property Maintenance Inspection Report, completed by the Building Inspector.
 - h. Any reports from the FPPD or citizen complaints regarding the property.
5. If the City Commission finds cause to support the Resolution, staff shall commence the demolition procedures listed below no sooner than fifteen (15) days following adoption of the Resolution to allow the owner or other interested party the time to appeal the Commission's decision.
6. Any person, firm or corporation having any lien on, or interest in the property ordered condemned or removed, shall have the right to appeal, however, such appeal shall not operate as a stay of demolition until appeal bond has been filed with the clerk of the circuit court for St. Lucie County, Florida. The amount of which bond shall be set by the judge of the circuit court of St. Lucie County, Florida in an amount sufficient to cover all costs, attorney's fees and expenses of the City of Fort Pierce, reasonably incurred by the said city in protecting the public from dangers and damages arising from an incident to the building or structure involved in the said appeal. Provided, however, writ of error shall be issued out within three (3) days (Sundays excluded) and made returnable within fifteen (15) days from the date of said resolution.

DEMOLITION PROCEDURES

7. An Affidavit of Homestead Exemption Status is signed and placed in the file with a current Property Card from the Property Appraiser's and a copy of the Tax Card and tax record attached.
8. The historic status of the property is determined and an Affidavit of Historic Structure Status is completed.
 - a. If the structure is within a designated historic district or has otherwise been declared historic, the request is forwarded to the Historic Preservation Officer for the matter to be placed before the Historic Preservation Board to obtain a Certificate of Appropriateness to have the structure demolished.
 - b. If the structure is not historic, the Affidavit of Historic Structure Status is signed and placed in the file
9. A title search is to be conducted to determine if there are any additional interested parties that have not been notified. In the event that there are parties in interests, no demolition shall take place until the parties have had an opportunity to be heard but no later than fifteen (15) days following notice of interest.
10. A Final Notice of Demolition is sent regular mail to all interested parties identified in the title search providing for 15 days to contact the Code Enforcement office and initiate appropriate action to address the condition(s) that created the declared nuisance.

11. If all the above steps have been completed, there are no active permits to address the violations and no active Stipulation for Remediation, the matter will be forwarded to an approved City vendor.
 - a. The vendor will apply for a demolition permit with the Building Department.
 - b. The vendor will submit an estimate of costs to the Code Enforcement Department for approval.
 - c. Upon approval by the Code Enforcement Department and issuance of the demolition permit, the structure shall be demolished and the site properly graded and sodded.
 - d. A lien is placed upon the property in accordance with the City Charter.

SECTION III – CONDEMNATION – DECLARATION OF NUISANCE

This Section is intended to address properties that do not match the criteria to be declared unsafe by the International Property Maintenance Code, but due to their condition constitutes a menace to the business, health, or safety of the community and abatement by demolition is necessary to remedy this nuisance. Such conditions include, but are not limited to, abandonment, repetitive calls to FPPD for illegal activities and/or complaints from local residents and businesses.

These procedures may be suspended with the issuance of a valid building permit that will abate the violations or a Stipulation of Remediation that clearly outlines the steps required to remedy the violations and a timeline for compliance. The stipulation must be signed by both the interested party and a city representative and be notarized. Failure to comply with the conditions of the building permit or the stipulation will result in the procedures for demolition automatically resuming.

1. Based upon a written request from the Fort Pierce Police Department, a Notice of Violation is created complying with Chapter 16 of the Code of Ordinances to declare the property a nuisance and is sent to all interested parties including the registered owner of title (from the Property Appraiser's card), any Registered Agent listed with the Division of Corporations, any heirs of estates listed with the St Lucie County Clerk of Court., any tenants and any additional names / addresses as may be provided..
2. The property is posted in compliance with Chapter 16 of the Code of Ordinances advising all interested parties that the property is being declared a nuisance and an Affidavit of Posting is placed in the file.
3. A Resolution is prepared for approval by the City Commission to establish a date of hearing.
 - a. The Resolution will be placed on the next available Commission agenda.
 - b. The Resolution may include multiple addresses that are being scheduled to be heard.
 - c. No evidence will be submitted or presented in support of this Resolution as it is only announcing a hearing date at which time such evidence shall be submitted and reviewed.
 - d. Following adoption of the Resolution establishing a hearing date, a Notice of Hearing shall be mailed by registered or certified mail a certified copy of said resolution to all parties at least ten (10) days prior to the date of said hearing by the city clerk of the City of Fort Pierce. Notice issued under this section shall advise the property owner and potential parties in interest of their right to be heard on the demolition or to show cause why the demolition should not take place.
4. A Resolution to Declare a Nuisance / Condemn & Demolish a structure is prepared for approval by the City Commission. Only a single property may be addressed per Resolution to Declare a Nuisance and Demolish and in lieu of a specific date, shall state that demolition shall comply with the Rules of Procedure as adopted by the City Commission. Evidence to support the Resolution shall be presented and shall include, but is not limited to, the following:
 - a. A copy of the Notice of Violation and certified mail return receipt.
 - b. A copy of the Affidavit of Posting.
 - c. A current copy of the property card from the Property Appraiser's website indicating the current owner of the property and if the property is homesteaded.
 - d. Confirmation from the FPUA as to the current status of utilities.

- e. Property Status Statement indicating:
 - i. If the property is occupied.
 - ii. If there was any prior attempts for rehabilitation under Section I of these rules.
 - iii. If there is any additional code enforcement action upon the property.
 - iv. If the property is historic and requires a Certificate of Appropriateness prior to demolition.
 - f. Color photographs clearly depicting the current condition of the property.
 - g. A copy of the written request and all related reports from the FPPD.
 - h. Any citizen complaints regarding the property.
5. If the City Commission finds cause to support the Resolution, staff shall commence the demolition procedures listed below no sooner than fifteen (15) days following adoption of the Resolution to allow the owner or other interested party the time to appeal the Commission's decision.
6. Any person, firm or corporation having any lien on, or interest in the property ordered condemned or removed, shall have the right to appeal, however, such appeal shall not operate as a stay of demolition until appeal bond has been filed with the clerk of the circuit court for St. Lucie County, Florida. The amount of which bond shall be set by the judge of the circuit court of St. Lucie County, Florida in an amount sufficient to cover all costs, attorney's fees and expenses of the City of Fort Pierce, reasonably incurred by the said city in protecting the public from dangers and damages arising from an incident to the building or structure involved in the said appeal. Provided, however, writ of error shall be issued out within three (3) days (Sundays excluded) and made returnable within fifteen (15) days from the date of said resolution.

DEMOLITION PROCEDURE

7. An Affidavit of Homestead Exemption Status is signed and placed in the file with a current Property Card from the Property Appraiser's and a copy of the Tax Card and tax record attached.
8. The historic status of the property is determined and an Affidavit of Historic Structure Status is completed.
 - a. If the structure is within a designated historic district or has otherwise been declared historic, the request is forwarded to the Historic Preservation Officer for the matter to be placed before the Historic Preservation Board to obtain a Certificate of Appropriateness to have the structure demolished.
 - b. If the structure is not historic, the Affidavit of Historic Structure Status is signed and placed in the file
9. A title search is to be conducted to determine if there are any additional interested parties that have not been notified. In the event that there are parties in interests, no demolition shall take place until the parties have had an opportunity to be heard but no later than fifteen (15) days following the notice of interest.
10. A Final Notice of Demolition is sent regular mail to all interested parties identified in the title search providing for 15 days to contact the Code Enforcement office and initiate appropriate action to address the condition(s) that created the declared nuisance.

11. If all the above steps have been completed, there are no active permits to address the violations and no active Stipulation for Remediation, the matter will be forwarded to an approved City vendor.
 - a. The vendor will apply for a demolition permit with the Building Department.
 - b. The vendor will submit an estimate of costs to the Code Enforcement Department for approval.
 - c. Upon approval by the Code Enforcement Department and issuance of the demolition permit, the structure shall be demolished and the site properly graded and sodded.
 - d. A lien is placed upon the property in accordance with the City Charter.

CITY OF FORT PIERCE

Rules of Procedure for Condemnation & Demolition Of Structures



The history of condemnations

- ▶ The City Charter provides the City Commission the power to condemn and demolish structures that are unsafe or that are declared a nuisance.
- ▶ The prior condemnation procedure was ineffective as ALL condemnations - including those eligible to be rehabilitated - were placed before the City Commission for approval.
- ▶ All continuations, extensions and updates were heard by the Commission.
- ▶ The minutes reflect meetings that were often contentious and exceedingly lengthy.
- ▶ November 2002, Ordinance K-168 was adopted transferring the authority for condemnations and demolition to staff with appeals being heard by the Construction Board of Adjustments and Appeals.
- ▶ January 2017, the City Commission adopted the International Property Maintenance Code, which clearly gives the authority for demolition to the 'Code Official', supplementing and supporting Ordinance K-168.

Why change and what will change?

- ▶ Prior to commencing demolitions under the CSI, I wanted a written set of procedures, approved by the City Commission. These procedures will provide the guidance for both current and future staff to follow.
- ▶ In conducting research to write the procedures, I reviewed Section 14(9) of the City Charter in reference to the City's authority to remove structures.
- ▶ It was the consensus of the City Manager, the City Attorney and the City Clerk that the Charter must be followed.
- ▶ The established procedures must address the problems and issues faced by previous Commissions, so as not to become a burden but still comply with the Charter.

Why change and what will change?

- ▶ Change #1 - only condemnations where actual demolition is the recommended action will be placed before the Commission. Condemnation with Rehabilitation as a remedy will stay at the staff level.
- ▶ Change #2 - the Charter requires a reasonable time be established for the owner to commence with demolition prior to the City taking action. Instead of setting a date, the time frames are established in the procedures, which will be referenced in the Resolution. Therefore, once the decision is made by the Commission, it will be given to staff to administer fully without multiple reviews by the Commission.
- ▶ Change #3 - in presenting properties for condemnation and demolition to the Commission, a detailed report including supporting documentation will be provided to the Commission.

Proposed Rules of Procedure Summary

- ▶ Section 1 - Condemnation with Rehabilitation. This section will be administered by staff only and will not be placed before the Commission unless no action is taken by the owner after 24 months. It will then be addressed by either foreclosure or the demolition procedures of Section 2.
- ▶ Section 2 - Condemnation with Demolition. This section will address properties that have been determined to be unsafe and can only be mitigated through demolition. The procedures adhere to the Charter. Two resolutions are required - the first to establish the date of hearing and the second to condemn and order demolished.
- ▶ Section 3 - Condemnation - Declaration of Nuisance. This section addresses properties that do not meet the criteria of an unsafe building, but due to their condition constitute a menace to the community. Action under this section must be initiated by a written request from the FPPD. Other than the initiating procedure, the procedures are the same as Section 2.

City Commission Conference Agenda

4.d.

Meeting Date: 11/13/2017

Re: US 1 @ Virginia Avenue Proposed Right Turn Lane

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

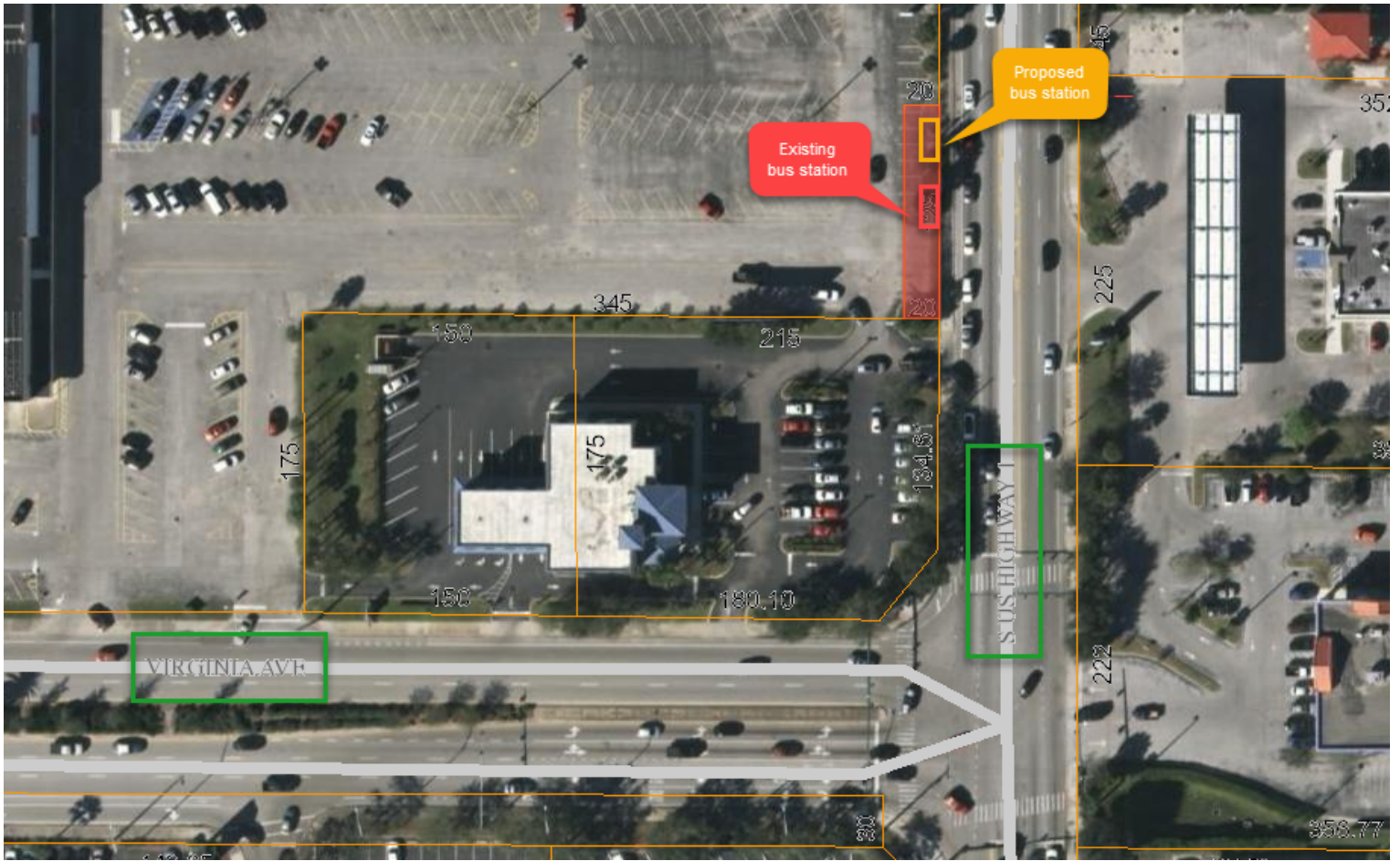
Discussion of proposed property donation for construction of right turn lane at the intersection of US 1 and Virginia Avenue.

Attachments

Property Donation
Sketch and Legal Description
FDOT Notification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/06/2017 04:56 PM
Form Started By: John Andrews		Started On: 11/02/2017 04:08 PM
Final Approval Date: 11/06/2017		



Existing bus station

Proposed bus station

VIRGINIA AVE

SUS HIGHWAY I

175

150

345

215

175

150

180.10

20

20.5

23

134.5

45

225

222

35

33

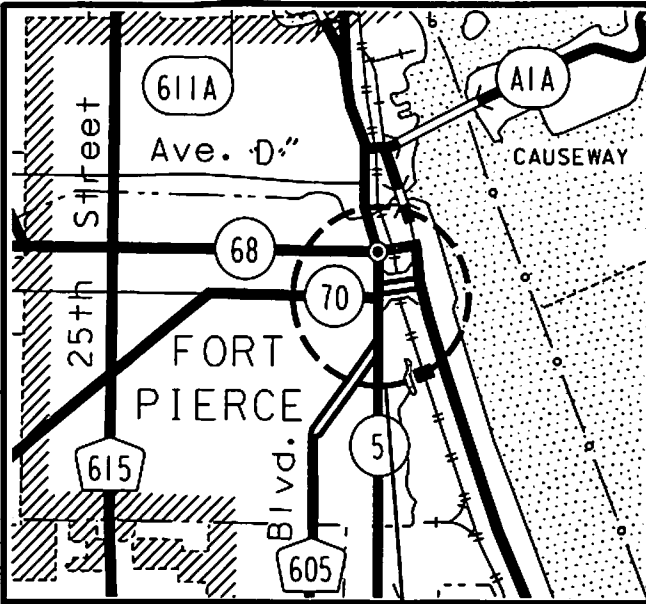
358.77

200

EXHIBIT "A"

PARCEL 100, 700

OWNER: CITY OF FORT PIERCE, FLORIDA,
 A MUNICIPAL CORPORATION
 PARCEL 100 AREA - 679 SQUARE FEET
 PARCEL 700 AREA - 1,223 SQUARE FEET
 REMAINING AREA - 1,821 SQUARE FEET



TWP. 35 S.

LEGEND:

⊕	- BASELINE	P.O.B.	- POINT OF BEGINNING
COR.	- CORNER	P.O.C.	- POINT OF COMMENCEMENT
D.B.	- DEED BOOK	RGE.	- RANGE
EXIST.	- EXISTING	R/W	- RIGHT OF WAY
LT	- LEFT	SEC.	- SECTION
O.R.B.	- OFFICIAL RECORDS BOOK	T.E.	- TEMPORARY EASEMENT
⌒	- PROPERTY LINE	TWP.	- TOWNSHIP
PG.	- PAGE	U.E.	- UTILITY EASEMENT

LOCATION MAP

RGE. 40 E.

PARCEL LOCATION

NOT TO SCALE

GENERAL NOTES:

- BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT, WITH A BEARING OF NORTH 04°18'28" WEST BEING ESTABLISHED BETWEEN MONUMENTS BLC1 AND BLC14:

NAME	NORTHING	EASTING	STAMPING	DESCRIPTION
BLC1	1,119,347.520	874,890.153	"SR5 94 05 BLC1"	BRASS DISC/CONCRETE
BLC14	1,138,199.039	873,470.131	"SR5 94 05 BLC14"	BRASS DISC/CONCRETE

- THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.

- ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 4-SURVEYING AND MAPPING
 3400 WEST COMMERCIAL BOULEVARD
 FT. LAUDERDALE, FLORIDA 33309
 (954)777-4560

TIMSPROJ\RWMAPPING\R4368681\rwps100.dgn

FLORIDA DEPARTMENT OF
 TRANSPORTATION
 PARCEL SKETCH
 NOT A SURVEY

STATE ROAD NO. 5 (U.S. 1)

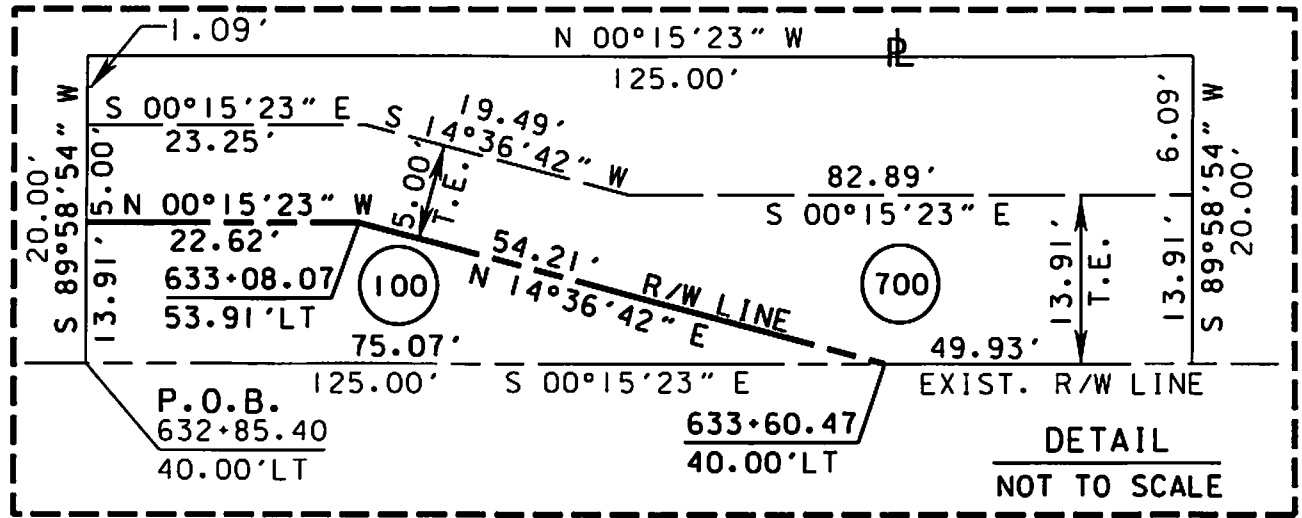
ST. LUCIE COUNTY

REVISION		BY	DATE	CHECKED	CEFOJIA	8/3/17	F.P. NO. 436868-1	SECTION 94010-2519	SHEET 1 OF 4
				BY	T.BROWN	8/2/17	PREPARED BY: FDOT DISTRICT 4	SCALE: NOT TO SCALE	

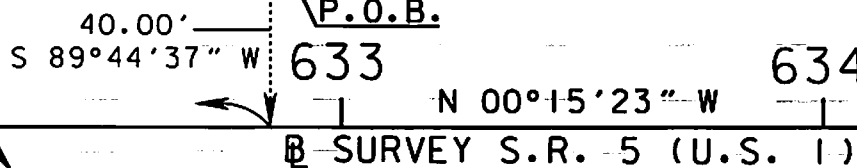
EXHIBIT "A"
CITY OF FT. PIERCE

SEC. 15, TWP. 35 S., RGE. 40 E.
SCALE: 1"=40'

21 16
22 15
P.O.C.
SW COR. SEC. 15
NOT FOUND
N 1,124,295.064
E 872,571.804



ACREAGE
50' WIDE INGRESS
EGRESS EASEMENT
O.R.B. 179, PG. 104
BLANKET U.E.
D.B. 81, PG. 163 8
D.B. 206, PG. 143
SEE DETAIL ABOVE



STATION 630
STATION 633
STATION 634
STATION 630+60.18 (S.R. 5)
STATION 437+17.99 (S.R. 70)

T:\MSPROJ\RW\MAPPING\4368681\rwps\100.dgn

FLORIDA DEPARTMENT OF
TRANSPORTATION
PARCEL SKETCH
NOT A SURVEY

			STATE ROAD NO. 5 (U.S. 1)			ST. LUCIE COUNTY		
			BY	DATE	PREPARED BY:	SCALE:		
			DRAWN	T. BROWN	8/2/17	FDOT DISTRICT 4		1" = 40'
REVISION	BY	DATE	CHECKED	CEFOIA	8/3/17	F.P. NO. 436868-1		SECTION 94010-2519
							SHEET 2 OF 4	

EXHIBIT "A"

Parcel 700 - Temporary Easement

A portion of the Southeast One-Quarter (SE 1/4) of the Southwest One-Quarter (SW 1/4) of Section 15, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of said Section 15; thence North 89°58'54" East along the South line of said Section 15, a distance of 2,257.92 feet to a point on the Baseline of Survey of State Road 5 (U.S. 1); thence North 00°15'23" West along said Baseline of Survey of State Road 5 (U.S. 1), a distance of 305.22 feet; thence South 89°44'37" West, along a line at a right angle to the previously described course, a distance of 40.00 feet to a point on the Westerly Existing Right of Way line of State Road 5 (U.S. 1); thence South 89°58'54" West, a distance of 13.91 feet to the POINT OF BEGINNING; thence North 00°15'23" West, distance of 22.62 feet; thence North 14°36'42" East, a distance of 54.21 feet to a point on said Westerly Existing Right of Way line of State Road 5 (U.S. 1); thence North 00°15'23" West along said Westerly Existing Right of Way line of State Road 5 (U.S. 1), a distance of 49.93 feet; thence South 89°58'54" West, a distance of 13.91 feet; thence South 00°15'23" East, a distance of 82.89 feet; thence South 14°36'42" West, a distance of 19.49 feet; thence South 00°15'23" East, a distance of 23.25 feet; thence North 89°58'54" East, a distance of 5.00 feet to the POINT OF BEGINNING.

Containing 1,223 square feet, more or less.

TIMSPROJ\RWMAPPING\R4368681\rwps100.dgn

FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH NOT A SURVEY				STATE ROAD NO. 5 (U.S. 1)				ST. LUCIE COUNTY	
				BY	DATE	PREPARED BY: FDOT DISTRICT 4		SCALE: NOT TO SCALE	
				DRAWN	T. BROWN	8/2/17			
	REVISION	BY	DATE	CHECKED	CEFOLIA	8/3/17	F.P. NO. 436868-1		SECTION 94010-2519

EXHIBIT "A"

Parcel 100 - Fee Simple Right of Way

A portion of the Southeast One-Quarter (SE 1/4) of the Southwest One-Quarter (SW 1/4) of Section 15, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of said Section 15; thence North 89°58'54" East along the South line of said Section 15, a distance of 2,257.92 feet to a point on the Baseline of Survey of State Road 5 (U.S. 1); thence North 00°15'23" West along said Baseline of Survey of State Road 5 (U.S. 1), a distance of 305.22 feet; thence South 89°44'37" West, along a line at a right angle to the previously described course, a distance of 40.00 feet to a point on the Westerly Existing Right of Way line of State Road 5 (U.S. 1) and the POINT OF BEGINNING; thence South 89°58'54" West, a distance of 13.91 feet; thence North 00°15'23" West, a distance of 22.62 feet; thence North 14°36'42" East, a distance of 54.21 feet to a point located on said Westerly Existing Right of Way line of State Road 5 (U.S. 1); thence South 00°15'23" East along said Westerly Existing Right of Way line of State Road 5 (U.S. 1), a distance of 75.07 feet to the POINT OF BEGINNING.

Containing 679 square feet, more or less.

I hereby certify that this sketch and legal descriptions were prepared under my direction and that said sketch and legal descriptions are 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.


 _____ 8/4/17
 Jeffrey D. Smith Date
 Florida Surveyor and Mapper No. 4805
 Florida Department of Transportation

Not valid unless signed and sealed

T:\MSPROJ\RW\MAPPING\R4368681\rwps100.dgn

FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH NOT A SURVEY				STATE ROAD NO. 5 (U.S. 1)			ST. LUCIE COUNTY			
				BY	DATE	PREPARED BY:	SCALE:			
				DRAWN	T. BROWN	8/2/17	FDOT DISTRICT 4	NOT TO SCALE		
	REVISION	BY	DATE	CHECKED	CEFOLIA	8/3/17	F.P. NO. 436868-1	SECTION 94010-2519	SHEET 4 OF 4	



Florida Department of Transportation

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309



RICK SCOTT
GOVERNOR

MIKE DEW
SECRETARY

NOTICE TO OWNER

October 4, 2017

City of Ft. Pierce
100 N. US Highway 1
Fort Pierce, FL 34950



ITEM/SEGMENT #:	4368681
MANAGING DISTRICT:	4
F.A.P. #:	N/A
STATE ROAD #:	5 (U.S. 1)
COUNTY:	St. Lucie
PARCEL #:	100/700

Dear Property Owner:

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

Road Widening

Our research shows you own property needed for this project. This letter, along with the enclosed brochure entitled **The Real Estate Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Sketch and Legal Description

If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

Your rights and options are more fully explained in the enclosed brochure entitled **The Real Estate Acquisition Process**.

We encourage you to read this brochure carefully and contact us if you have any questions. You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the Department. As previously mentioned, the Department will pay for certain types of services. However, by law, there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process. You will find a more thorough discussion of the reimbursement of fees and costs in the enclosed brochure.

Over the coming months, you will be contacted by various Department representatives who will schedule property inspections, assess your relocation needs, and negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let them know. Regardless of whether we can reach agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us begin working with you to reach a mutually acceptable settlement for your property. If you experience any problems, please do not hesitate to contact:

Michael Steinbaum
Florida Department of Transportation
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
(954) 777-4242

Sincerely,



Susan Day
District Right of Way Manager
By: Bryant Hixson

Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
The Real Estate Acquisition Process Brochure

CC: Records Management

Received by: _____

Certified Mail Number: 91 7108 2133 3938 3397 8169

Date: _____

City Commission Conference Agenda

4.e.

Meeting Date: 11/13/2017

Re: Solid Waste Collection Evaluation & Report

Submitted For: Mike Reals, Public Works Manager, Public Works

SUBJECT:

Solid Waste Collection Evaluation & Report

Attachments

SW Evaluation

Form Review

Inbox

City Manager

Form Started By: Mike Reals

Final Approval Date: 11/06/2017

Reviewed By

Nick Mimms

Date

11/06/2017 04:56 PM

Started On: 11/06/2017 09:56 AM



THE SUNRISE CITY
FORT PIERCE
PUBLIC WORKS
DEPARTMENT

FORT PIERCE
Florida



TO : Nicholas C. Mimms, City Manager

FROM : Mike Reals, Director of Public Works *MR*

RE : **Solid Waste Collection Evaluation & Recommendation**

DATE : November 1, 2017

Please see attached report indicating the residential solid waste and single stream recycling tonnage collected for FY16/17. During the August 21, 2017 Commission meeting, the possibility of going to a 1-1-1 collection schedule was discussed. The 1-1-1 schedule consist of one day of garbage, one day of horticulture, and one day of recycling pick up per week. This method of collection is thought to increase recycling participation and reduce the operational cost of the organization through avoided disposal.

Communities across the country that have successfully implemented this schedule have done so when 60-70% of their residents were actively participating in their recycling program and their recycling tonnage totals were at least 40% of the total residential waste collected. The City of Fort Pierce has approximately 30% of residents participating and recyclable materials account for roughly 8% of the total tonnage collected.

The avoided disposal savings is \$38.00 per ton for materials that are diverted from the landfill and into the recycling stream. Utilizing FY16/17 numbers, if 40% of our waste collected was clean recyclable material and routed to the Materials Recycling Facility (murf), the Solid Waste Division would have realized approximately a \$300,000.00 reduction in disposal fees. Operationally the savings would be less because even though trucks would not be picking up green carts on the second day, the majority of recycling carts would be placed at the curb requiring additional resources to collect. It is anticipated that two trucks could be removed from circulation with an annual maintenance and fuel cost of approximately \$20,000.00 per truck.

Those numbers may seem appealing, but at this time the 1-1-1 schedule is not a viable option for the City of Fort Pierce. With 70% of our community not actively recycling and the tonnage from those that do only being at approximately 8% of the total material gathered, rolling this initiative out prematurely will be met with challenges. Without community buy-in, residents will over fill their green carts allowing trash to litter the streets and rights of way. Many will view this as forced recycling participation. Forced participation will lead to contamination when the recycling cart becomes another garbage can. All loads delivered to the recycling facility are monitored for contamination



THE SUNRISE CITY

FORT PIERCE
CITY MANAGER'S OFFICE *Florida*

and once contamination levels reach a certain percentage the loads can be rejected. At the time loads are rejected, the facility is going to bill Solid Waste for disposing of the material at a rate of \$42.00 per ton. To ensure that green carts are not overfilled and recycling carts contain clean material would require resources that this department currently does not have. Additionally, because the green cart will only be serviced once a week, this may be perceived as a reduction in the level of service.

The Public Works Department is recommending maintaining our current collection schedule and enhancing education efforts to encourage greater participation from the community. Conversations have taken place with colleagues at St. Lucie County about the possibility of partnering on compliance, education, and marketing. Our Team will also enlist the help of our partners at Waste Management to assist with helping us achieve our goal. As participation grows the avoided disposal savings will be realized and once the majority of the residents are on board, implementation of this initiative can be successful. With buy-in and support, 1-1-1 collection is possible. Staff will continue to monitor monthly and annual tonnages to track the progress of the program.

Please contact this office if you have any questions.

cc: Derrick Johnson, Deputy Director of Public Works
Robbie Creswell, Solid Waste Division Manager
Tysha Williams, Solid Waste Operations Manager

REFUSE & RECYCLING REPORT

10/1/2016 - 9/30/2017

LANDFILL DISPOSAL SUMMARY	Total Tickets	Total Tons	Total Charges
MIXED BULK (MB) Residential	3693	19,632.27	742,568.21
REFUSE TOTAL	3693	19,632.27	\$742,568.21
RECYCLED MATERIALS	465	1,591.69	0.00
REFUSE & RECYCLING TOTAL	4158	21,223.96	\$742,568.21

MUNICIPAL TONNAGE SUMMARY	Loads	Total Tons	Cost
RESIDENTIAL REFUSE	3693	19,632.27	742,568.21
MATERIALS RECYCLED	465	1,591.69	0.00
	4158	21,223.96	742,568.21

CURRENT % OF RECYLED MATERIAL	Tickets	Total Tons
RESIDENTIAL	3,693	19,632.27
RECYCLE	465	1,591.69
	4,158	0.08

City Commission Conference Agenda

4.f.

Meeting Date: 11/13/2017

Re: Pawn Broker Ordinance

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Discussion of pawn broker ordinance.

Attachments


Memo from City Manager

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/08/2017 11:57 AM
City Manager	Nick Mimms	11/08/2017 11:57 AM
Form Started By: Jennifer Robinson		Started On: 11/08/2017 10:19 AM
Final Approval Date: 11/08/2017		



TO : The Honorable Mayor and Members of the City Commission

FROM : Nicholas C. Mimms, P.E., City Manager 

RE : Pawnbroker Transaction Recordkeeping Inquiry

DATE : August 11, 2017

The City Manager's Office received an inquiry addressed to the Mayor regarding the recordkeeping requirements of pawnbrokers within the City of Fort Pierce. Chief Hobley-Burney's response to the inquiry is attached for your review, along with a copy of the inquiry.

If you have any questions or need additional information, please contact this office at your earliest convenience.

NCM:jdr

Attachment

c City Clerk
City Attorney



RECEIVED
TIME
AUG 08 2017
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

To: Nicholas Mimms, City Manager
From: Diane Hobleby-Burney, Chief of Police **DHB**
Subject: Pawn Broker Ordinance Inquiry, July 26, 2017
Date: August 4, 2017

Regarding the complaint from Mr. Herbert Boyd "Skip" Horne, Jr.; when we conducted our Pawn Shop Inspections of all the pawnshops in Fort Pierce, they were all in compliance by Florida Statue and the City Ordinance. However, neither statue nor ordinance contains language that requires a pawnbroker take a photograph of property pawned.

The Florida Pawn Broking Act is covered in Chapter 539 of the Florida State Statutes. The following Statutes are applicable to his complaint:

§ 539.001(9)(c), F.S.S., requires pawnbrokers to:

- Keep a copy of each completed pawnbroker transaction form on the premises for at least one year after the date of the transaction;
- Store any goods delivered in a pawn or purchase transaction for a period of 30 days after the transaction and may not sell or dispose of the goods prior to this period

§ 539.001(8)(b), F.S.S., requires the pawnbroker transaction form to contain:

- A complete and accurate description of the goods, including:
 - Brand name, model number, serial number, size, color, precious metal type, weight, and content if known, gemstone description, and any other unique identifying marks, numbers, names, or letters.
- The name, address, home telephone number, place of employment, date of birth, physical description, **and right thumbprint of the pledger or seller;**
- The type of identification accepted from the pledger or seller, including the issuing agency and the identification number.

To address Mr. Horne's complaint would require adding that a pawnbroker must photograph pawned items to the City's Ordinance.

Please see the attachments for additional details.



THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"

Florida

Memorandum

TO : Diane Hobley-Burney, Chief of Police

FROM : W.E. Hall, Acting Deputy Chief

SUBJECT : Pawn Broker Ordinance Inquiry 7.26.2017

DATE : July 27, 2017

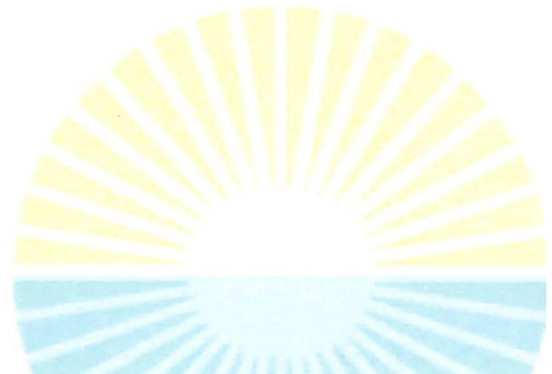
I reviewed the letter to the Mayor from Mr. Herbert Horne. He stated that he had valuable gold coins stolen from his home in St. Lucie County. Some of the coins were recovered at pawn shops. However, a pawn shop in Fort Pierce had already sold the coins prior to the Sheriff's Office placing a hold on the stolen items. Those transactions were unable to be proved in court since the only record of the transaction was a description of the coins. There were no photographs taken of the coins for use in court. Had the pawn shop taken photos, those transactions may have been better proven in court, as there would be presentable evidence in the case.

The City of Fort Pierce does have an ordinance regulating Pawn Shop sales. This ordinance is under Article VI, Section 9. There is nothing within the ordinance that indicates that photographs should be taken by the pawnbroker.

The City of Port St. Lucie does have language in their ordinance that photographs of pawned items should be taken by the pawnbroker.

I also checked Florida Statute 539.001 - Florida Pawnbroking Act. There is nothing within Florida Statute to indicate that photographs should be taken by the pawnbroker.

I would suggest that the City of Fort Pierce, and City Commission add language to include that a pawnbroker must take a photograph of pawned items during a transaction, and keep those photographs for a time period of at least 2 years, which they must give to law enforcement upon request.



William Hall

From: Diane Hobley-Burney
Sent: Thursday, July 27, 2017 9:54 AM
To: Caleta Scott
Cc: Linda Cox; Frank Amandro; William Hall; Cassandra Davis; Charles Courtoy; Kenny Norris; Rosetta Smith
Subject: RE: Pawnbroker Ordinance inquiry - Letter sent to Mayor/City Commission
Attachments: Horne Pawnbroker ordinance inquiry 7.26.2017.pdf

Good morning,

Earlier this year, we conducted a pawnshop inspection of all of the pawnshops in Fort Pierce. An official response to address the concerns in the inquiry will be forthcoming. The lead on the inquiry will be Acting Deputy Chief William (Bill) Hall.

Have a Blessed day,

Diane Hobley-Burney | Chief of Police | City of Fort Pierce

Police Department

Phone: 772.467.6803 • Fax: 772.461.2005 • 920 South U.S. Highway 1 • Fort Pierce • 34950

[Website](#) | [Facebook](#) | [Twitter](#)



THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve" *Florida*

Confidentiality Notice: This e-mail is for the sole use of the intended recipient(s). Unauthorized review, use disclosure or distribution is prohibited. E-mail messages and addresses may be subject to public disclosure in accordance with Florida public records law.

From: Caleta Scott [mailto:CScott@city-ftpierce.com]
Sent: Thursday, July 27, 2017 9:39 AM
To: Diane Hobley-Burney <dhobley-burney@fppd.org>; Frank Amandro <amandro@fppd.org>
Cc: Linda Cox <lcox@city-ftpierce.com>
Subject: Pawnbroker Ordinance inquiry - Letter sent to Mayor/City Commission

Good morning!

We received the attached letter yesterday in reference to a Pawnbroker ordinance in Fort Pierce. This was given to the Mayor and City Commission, Linda Cox and Mr. Mimms. Please let me know if you need anything further.

Caleta Scott | Deputy City Clerk | City of Fort Pierce

City Clerk's Office

Phone: 772.467.3065 Fax: 772.467.3841 100 North U.S. 1 Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)



"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."

Please Note: Florida has very broad public records laws. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please immediately notify the sender by reply e-mail and delete the e-mail and any associated materials from all devices.



Skip Horne

Herbert Boyd "Skip" Horne, Jr.
2996 Conifer Drive
Fort Pierce, FL 34951
Ph. (772) 464-5080 Cell (772) 284-7000

July 20, 2017

Mayor Linda Hudson
Office of the Mayor & City Commissioners
100 N. U.S. Hwy. 1
Fort Pierce, FL 34950

Re: Pawnbroker Record Keeping Requirements

Dear Mayor Hudson,

I would like to address an issue or ordinance regarding pawnbroker purchasing requirements. According to Detective Morash with the St. Lucie County Sheriff's Department, the City of Fort Pierce does not require a photograph or digital image of items sold to/purchased by pawnbrokers, while the City of Port St. Lucie does require photos/digital images of items purchased.

Please indulge me. I had numerous gold coins stolen, twenty-two (22), and reported the theft to the St. Lucie County Sheriff's Department. They were able to only recover three (3) coins. I was perplexed when I learned of the record keeping requirements for pawnbrokers being so lax. I opened and own **Atlantic Coast Recycling, Inc.**, a **Secondary Metal Recycler**, on Avenue D in Fort Pierce in 1977, forty (40) years ago. My business is required to keep much more data on purchase transactions than a pawnbroker. Along with what is required from a pawnbroker, we must also include their vehicle description, tag number, etc., amongst which **we must also take a photograph, videotape, or digital image of each type metal purchased**, i.e., aluminum cans, copper, lead, etc., **whereas, a pawnbroker in the city of Fort Pierce is not**. Is this asking too much? I think you will agree more stolen items tend to go to a "pawnshop" rather than a "recycling center". I would be partial to consider no one would be predisposed to buy stolen material, but **it does happen!**

I would take interest in seeing the **City of Fort Pierce** adopt an ordinance to require pawnbrokers to take a digital image or photograph of the item being purchased at the time of the transaction, similar to **Port St. Lucie** and **Atlantic Coast Recycling**. There is a gap which needs to be filled.

- Seventeen (17) more coins stolen from me by the alleged thief (the culprit is a relative) cannot be used to prosecute the defendant, according to the State Attorneys' office, because no photo or image was taken by the pawnbroker (Value Pawn) for me to identify the coins. Only a very **generic** description was gathered by this pawnbroker. Although it is too late for my case, this minor change in the ordinance might benefit someone in the future recover what was wrongly taken from them and/or assist in the prosecution of such individuals. Even though the sheriff's department located the buyers of these 17 coins, they weren't recovered, out \$21,000+, present value.
- Photographs would make a much stronger case for the State Attorney.
- And, photographs or digital images would also prove to be a valuable tool for law enforcement. Just ask anyone in the police or sheriff's department.

I believe this refinement to the current ordinance would be a good thing for our community and hope it draws interest and meets with your approval. If this topic is brought up at a commission meeting I would appreciate the opportunity to listen in on this important issue and briefly speak if given a chance. My contacts are listed above....

Thank you, Ms Hudson, for your service to our city. Please thank the Commissioners also for their service as well. And a thank you for your assistance and guidance, Ms Scott.

Sincerely,



Skip Horne

Encl: (3) Port St. Lucie Ordinance
Page 7 of PSL Ordinance
Secondary Metals Recycler's Record Requirement Statute

Cc: Linda Cox, City Clerk
Nicholas Mimms, City Manager

ENCLOSURE 1



Port St. Lucie Police Department

COUNCIL ITEM 12A
DATE 9-24-12

memorandum

TO : Gregory J. Oravec
City Manager

FROM : John A. Bolduc *JAB*
Chief of Police

DATE : September 20, 2012

SUBJECT : Pawnbroker & Secondhand Dealer Ordinance

It was brought to my attention the recently approved City Ordinance, Chapter 116, Pawnbrokers and Secondhand Dealers was unnecessarily impeding sales for secondhand dealers and consignment shops of household furniture and goods.

The original need for the ordinance was to prevent evidence from residential and auto burglaries from being disposed of without records through pawn shops and secondhand dealers. The ordinance was also constructed to restrict the trade and disposition of possibly stolen items long enough for a proper investigation to reveal their whereabouts. Additionally, the ordinance was constructed to require the documentation of secondhand dealings through a statewide database program which would give investigators the opportunity to locate stolen items before they were sold or disposed of by another means.

After the ordinance was approved and we entered the compliance mode, we began to notice there were some unnecessary and foreseen ramifications of the ordinance. Specifically, the trade and consignment of household furniture and other household items not normally the target of theft during burglaries were being unnecessarily restricted and documented. It is evident the ordinance needed to be amended to more narrowly focus the scope and avoid items that are not normally the target of larceny.

Additionally, during the last legislative session, the Florida Legislation amended F.S.S. 538, which deals with secondhand dealers and secondhand metals recyclers to better define some of the items covered by the law, and clarify which types of businesses should be regulated such as flea markets and estate sales.

I met with the Criminal Investigations Division Commander and the Pawn Compliance Officer and we have drafted language to address these concerns. I met with City Attorney Roger Orr and he has reviewed the recommended amendments and advised us to proceed with placing this matter on the agenda for City Council approval.

Attached, please find the attached Agenda Item Request, as well as a draft of the amended Chapter 116, Port St. Lucie Code of Ordinances. Should you need further information, please contact me at your convenience.

JAB/jk

RECEIVED

SEP 21 2012

City Manager's Office

**PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST**

TYPE OF MEETING: REGULAR X SPECIAL

DATE OF MEETING: September 24, 2012

ORDINANCE X RESOLUTION MOTION

OTHER:

ITEM: Chapter 116 Pawnbrokers and Secondhand Dealers

RECOMMENDED ACTION: Approval and Signature

EXHIBITS: Amendment to ordinance

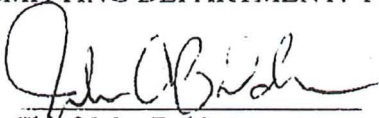
SUMMARY EXPLANATION/BACKGROUND INFORMATION:

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

5 min.

SUBMITTING DEPARTMENT: Police

BY:


Chief John Bolduc

DATE:

RECEIVED

SEP 21 2012

City Manager's Office

CHAPTER 116.01 - PAWNBROKERS AND SECONDHAND DEALERS

Sec. 116.01. - Title.

This chapter shall be known as the Pawnbroker and Secondhand Dealer Ordinance of the City of Port St. Lucie, Florida.

Sec. 116.02. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Consignment shop means a shop engaging in the business of accepting for sale, on consignment, secondhand goods which, having once been used or transferred from the manufacturer to the dealer, are then received into the possession of a third party.

Electronic item means any computer and accessories, mobile or desktop; tablets; notebooks, E- readers; I- devices; video game systems; audio and video equipment, including television sets, compact disc players, Blu-ray players, DVD players, radios, amplifiers, receivers, turntables, tape recorders, speakers, and CB radios; radar detectors; telephones, including cellular and portable; calculators; musical instruments; home theater systems; MP3 players; electrical appliances, stove/range, refrigerator; microwave, oven, freezer, washer; dryer; headphones; cameras; electrical marine equipment; GPS navigation systems; air purifiers; dehumidifiers; and AC units.

Pawn means any advancement of funds on the security of pledged goods on condition that the pledged goods are left in the possession of the pawnbroker for the duration of the pawn and may be redeemed by the pledgor on the terms and conditions contained in section 539.001, et seq., Florida Statutes.

Pawnbroker means any person duly licensed under Chapter 539, Florida Statutes, who is engaged in the business of making pawns; who makes a public display containing the term "pawn," "pawnbroker," or "pawnshop" or any derivative thereof; or who publicly displays a sign or symbol historically identified with pawns. A pawnbroker may also engage in the business of purchasing goods which includes consignment and trade.

Pledge means either of the following transactions:

DRAFT- Amendment to existing Chapter 116 ordinance. Revision date: 9/19/2012.

(a) *Buy-sell agreement* means an agreement whereby a purchaser agrees to hold property for a specified period of time to allow the seller the exclusive right to repurchase the property. A buy-sell agreement is not a loan of money.

(b) *Loan of money* means a written or oral bailment of personal property as security for an engagement or debt, redeemable on certain terms and with the implied power of sale on default.

Precious metals means any item containing any gold, silver, or platinum or any combination thereof, excluding the following:

- (1) Any chemical or any automotive, photographic, electrical, medical, or dental materials or electronic parts.
- (2) Any coin with an intrinsic value less than its numismatic value.
- (3) Any gold bullion coin.
- (4) Any gold, silver, or platinum bullion that has been assayed and that is properly marked as to its weight and fineness.
- (5) Any coin which is mounted in a jewelry setting.

Precious metals dealer means a secondhand dealer who normally or regularly engages in the business of buying used precious metals for resale. The term does not include those persons involved in the bulk sale of precious metals from one secondhand or precious metals dealer to another.

Secondhand dealer means any person who is not a secondary metals recycler and who is engaged in the business of purchasing, consigning, or trading secondhand goods or entering into title loan transactions. However, secondhand dealers are not limited to dealing only in items defined as secondhand goods this section. Except as provided in subsection ~~446.03(A)(4)~~ 116.03(a)(1), the term "secondhand dealer" means jewelers, precious metals dealers, garage sale operators, secondhand stores, and consignment shops.

Secondhand goods means personal property previously owned or used, which is not regulated metals property, regulated under Section 538.18 et seq., Florida Statutes and which is purchased, consigned, or traded as used property. Such secondhand goods do not include household furniture, lamps, glassware, everyday eating utensils, baby/children toys, baby essentials, office furniture, pianos, books, clothing, organs,

coins, motor vehicles, costume jewelry, cardio and strength training or conditioning equipment designed primarily for indoor use and secondhand sports equipment that is ~~not permanently labeled with a~~ does not have a manufacturer's applied serial number. For purposes of this paragraph, "secondhand sports equipment" does not include golf clubs.

Secondhand store means the place or premises at which a secondhand dealer is registered to conduct business as a secondhand dealer or conducts business, including pawnshops.

Title loan means a loan of money secured by bailment of a certificate of title to a motor vehicle. A title loan is not a pawn if the secondhand dealer does not maintain physical possession of the vehicle throughout the term of the transaction.

Transaction means any title loan, purchase, consignment, or pawn of secondhand goods by a secondhand dealer.

Sec. 116 .03. - Exemptions.

(a) This chapter does not apply to the following:

(1)

Any secondhand goods transaction involving an organization or entity registered with the state as a nonprofit, religious, or charitable organization or any school-sponsored association or organization other than a secondary metals recycler subject to Section 538.18, et seq., Florida Statutes.

(2) A law enforcement officer acting in an official capacity.

(3) A trustee in bankruptcy, executor, administrator, or receiver who has presented proof of such status to the secondhand dealer.

(4) Any public official acting under judicial process or authority who has presented proof of such status to the secondhand dealer.

(5) A sale on the execution or by virtue of any process issued by a court, if proof thereof has been presented to the secondhand dealer.

(6) Any garage sale operator who holds garage sales less than four (4) weekends per calendar year. This exemption comports with the provisions of ~~section 155.03(i)~~ section 155.03 (1) prohibiting more than three (3) garage sales per calendar year within the city.

- (7) Any person at antique, coin, or collectible shows or sales.
- (8) Any person who sells household personal property as an agent for the property owner or the owner's representative pursuant to a written agreement at that person's residence.
- (9) The purchase, consignment, or pawn of secondhand goods from one secondhand dealer to another secondhand dealer when the selling secondhand dealer has complied with the requirements of this article.
- (10) Any person accepting a secondhand good, with the exception of any electronic item as defined in 116.02 or any item with a manufacturer's applied serial number, as a trade-in for a similar item of greater value.
- ~~(11) Any person purchasing, consigning, or trading secondhand goods at a flea market regardless of whether at a temporary or permanent business location at the flea market, unless said vendor conducts business transactions otherwise governed by the State of Florida.~~
- ~~(12)~~ (11) Any auction business as defined in Section 468.382(1), Florida Statutes, operating as an auction business in the buying and selling of estates, business inventory, surplus merchandise, or business liquidations.
- (12) Any business that is registered with the State Department of Revenue for sales tax purposes as an antique dealer pursuant to Chapter 212, Florida Statutes, and that purchases secondhand goods from the property owner or such owner's representative at the property owner's residence pursuant to a written agreement that states the name, address, and telephone number of the property owner and the type of property purchased.
- (13) Any person purchasing, consigning, or pawning secondhand goods ordered by mail; computer-assisted shopping; media-assisted, media-facilitated, or media-solicited shopping; or shopping by other means of media communication, including but not limited to direct mail advertising; unsolicited distribution of catalogs; television, radio, or other electronic media; telephone, magazine, or newspaper advertising, so long as such person is in this state at the time of the order.
- (14) A motor vehicle dealer as defined in Section 320.27, Florida Statutes.

(b) This chapter does not apply to secondary metals recyclers regulated under Section 538.18, et seq., Florida Statutes.

Sec. 116 .04. - Business tax receipt.

Secondhand dealers, precious metals dealers, pawnbrokers, and junk dealers, shall obtain a City of Port St. Lucie business tax receipt from the city before engaging in business, as required by Section 111.45, Port St. Lucie Code of Ordinances.

Sec. 116 .05. - Recordkeeping requirements.

(a) The City of Port St. Lucie Police Department shall designate an electronic reporting system for all pawn and secondhand dealer transactions, and shall provide copies of the electronic reporting system software to all pawnbrokers and secondhand dealers, as necessary.

(b) A pawnbroker shall comply with the recordkeeping requirements set forth in Section 539.001(9), Florida Statutes, including but not limited to electronic transfer to the Port St. Lucie Police Department of all pawn transactions using the electronic reporting system designated by the chief of police.

(c) In addition to the recordkeeping requirements set forth in Section 538.04, Florida Statutes, secondhand dealers shall also comply with the recordkeeping requirements set forth in this section.

(d) A second hand dealer as defined in this chapter shall provide an electronic transaction of all articles of any kind purchased or received using the electronic reporting system designated by the police department pursuant to Sections 538.04 and 539.001(9), Florida Statutes. The electronic transaction record shall at all times during business hours be open to the inspection of the police department. The report shall be a full, true, and complete report of all goods, wares, merchandise, or things received on deposit or purchased the previous day. The report shall contain the following:

(1) The time, date, and place of the transaction.

(2) A complete and accurate description of the goods acquired, including digital images, any serial numbers, manufacturer's numbers, or other identifying marks or characteristics.

(3) A description of the person from whom the goods were acquired, including:

DRAFT- Amendment to existing Chapter 116 ordinance. Revision date: 9/19/2012.

- a. Full name, address, place of employment, and home telephone number.
 - b. Height, weight, date of birth, race, gender, hair color, eye color, and any other identifying marks.
 - c. The right thumbprint, free of smudges and smears, of the person from whom the goods were acquired.
- (4) If any article has engraved thereon a number, word, or initial, or contains settings of any kind, the description of the article in the report shall contain the number, word, or initial and shall show the kind of settings and the number of each kind.
- (5) In the case of a purchase, the amount of money paid for the goods or the monetary value assigned to the goods in connection with the transaction.
- (6) Any other information required by the Florida Department of Law Enforcement.
- (e) A secondhand dealer shall require verification of the identification of the seller by the exhibition of a government-issued photographic identification card such as a driver's license or military identification card. The record shall contain the type of identification exhibited, the issuing agency, and the number thereon.
- (f) A second hand dealer shall require a seller to sign a statement verifying that the seller is the rightful owner of the goods or is entitled to sell the goods.
- (g) Each receipt issued by a secondhand dealer shall be numbered consecutively, and if stubs are used in connection with the record of the transaction retained by the secondhand dealer, each stub shall be numbered consecutively to conform to the receipt.
- (h) The electronic reporting system will provide for an upload of a complete electronic report as described in this section. Each second hand dealer and pawnbroker shall, at the end of each business day, provide an electronic upload to the electronic reporting system of all transactions that occurred during that business day.
- (i) Secondhand dealers are exempt from this section for all transactions involving secondhand sports equipment, except secondhand sports equipment that is permanently labeled with a serial number.

Sec. 116~~2~~.06. - Inspection of records and premises.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(a) The premises and required records of each secondhand dealer and pawnbroker are subject to inspection during regular business hours by the Port St. Lucie Police Department and by any state law enforcement officer who has jurisdiction over the dealer.

(b) The inspection authorized by subsection (a) of this section shall consist of an examination on the premises of the inventory and required records to determine whether the records and inventory are being maintained on the premises as required by Section 116.05, and whether the secondhand dealer or pawnbroker has complied with the holding period requirements of Section 116.07.

Sec. 116.07. - Holding period.

(a) A pawnbroker shall comply with the holding requirements set forth in Section 539.001(9), Florida Statutes.

(b) A secondhand dealer shall comply with the following holding requirements:

(1) A secondhand dealer shall not sell, barter, exchange, alter, adulterate, or in any way dispose of any secondhand goods within thirty (30) calendar days of the date of acquisition of the goods. Such holding period is not applicable when the person known by the secondhand dealer to be the person from whom the goods were acquired desires to redeem, repurchase, or recover the goods, provided the dealer can produce the record of the original transaction with verification that the customer is the person from whom the goods were originally acquired.

(2) A secondhand dealer shall maintain actual physical possession of all secondhand goods throughout a transaction. It is unlawful for a secondhand dealer to accept title or any other form of security in secondhand goods in lieu of actual physical possession.

(3) Upon probable cause that goods held by a secondhand dealer are stolen, a law enforcement officer with jurisdiction may extend the holding period to a maximum of ninety (90) days. The law enforcement officer must make the hold order, and the secondhand dealer must act, in compliance with the provisions of Section 538.06(3), Florida Statutes. However, the holding period may be extended beyond ninety (90) days by a court of competent jurisdiction upon a finding of probable cause that the property is stolen and further holding is necessary for the purposes of trial or to safeguard such property. The dealer shall assume all responsibility, civil or criminal, relative to the property or evidence in question, including responsibility for the actions of any employee with respect thereto.

(4) All dealers in secondhand property regulated by this article shall maintain transaction records for five (5) years.

(c) Subject to the requirements of Chapter 537, Florida Statutes, and the restrictions in Section 538.15, Florida Statutes, a secondhand dealer may engage in a title loan transaction, and the physical possession requirements of Subsection 116.07 (b) (2) of this section shall not apply if the following conditions are met:

(1) The secondhand dealer maintains physical possession of the motor vehicle title.

(2) The owner maintains possession of or control over the motor vehicle throughout the transaction.

(3) The owner is not required to pay rent or any other charge for the use of the motor vehicle.

(4) A secondhand dealer who engages in a motor vehicle title loan transaction has the right to repossess the motor vehicle upon failure of the owner to redeem the title. The secondhand dealer shall only repossess a motor vehicle through an agent who is licensed by the state to repossess motor vehicles. The secondhand dealer may dispose of the motor vehicle as provided in Section 538.16, Florida Statutes. Any sale or disposal of the motor vehicle shall be made through a motor vehicle dealer licensed under Section 320.27, Florida Statutes.

(5) No charges other than those charges permitted in Section 537.011, Florida Statutes, shall be allowed, and such charges shall be fully disclosed, conspicuously in writing, and initialed by the motor vehicle owner at the initiation of the transaction.

Sec. 116 ~~08~~ .08. - Certain acts and practices prohibited.

It is unlawful for a secondhand dealer or any employee of the secondhand dealer to do or allow any of the following acts:

- (a) Knowingly make a transaction with any person who is:
- (1) Under the influence of drugs or alcohol when such condition is visible or apparent;
 - (2) Under the age of eighteen (18) years; or

- (3) Using a name other than such person's own name or the registered name of such person's business.

- (b) Have a secondhand store open or engage in or conduct business as a secondhand dealer between the hours of 10:00 p.m. and 7:00 a.m. A secondhand dealer shall not conduct any transaction at a drive-through window or similar device.

- (c) Fail to pay any sales tax owed to the Florida Department of Revenue or fail to have a sales tax registration number.

- (d) Engage in title loan transactions from at, within or adjoining a licensed pawn shop or secondhand dealer location.

- (e) Use the word "pawn" or "pawnbroker" in any transaction, documentation, advertising or promotional materials, signs, displays, banners, or other materials of any nature relating to the secondhand dealer's business.

Sec. 116 ~~1~~.09. - Penalties.

Any person willfully violating the provisions of this chapter, other than clerical or recordkeeping errors, shall be guilty of a misdemeanor punishable by a fine not to exceed five hundred and dollars (\$500.00) or by imprisonment in the county jail not to exceed sixty (60) days, or both such fine and imprisonment. Each day of noncompliance with this chapter shall be deemed a separate offense.

Sec. 116 ~~1~~.10. - Severability.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

ENCLOSURE 2

DRAFT- Amendment to existing Chapter 116 ordinance. Revision date: 9/19/2012.

(b) This chapter does not apply to secondary metals recyclers regulated under Section 538.18, et seq., Florida Statutes.

Sec. 116 .04. - Business tax receipt.

Secondhand dealers, precious metals dealers, pawnbrokers, and junk dealers, shall obtain a City of Port St. Lucie business tax receipt from the city before engaging in business, as required by Section 111.45, Port St. Lucie Code of Ordinances.

Sec. 116 .05. - Recordkeeping requirements.

(a) The City of Port St. Lucie Police Department shall designate an electronic reporting system for all pawn and secondhand dealer transactions, and shall provide copies of the electronic reporting system software to all pawnbrokers and secondhand dealers, as necessary.

(b) A pawnbroker shall comply with the recordkeeping requirements set forth in Section 539.001(9), Florida Statutes, including but not limited to electronic transfer to the Port St. Lucie Police Department of all pawn transactions using the electronic reporting system designated by the chief of police.

(c) In addition to the recordkeeping requirements set forth in Section 538.04, Florida Statutes, secondhand dealers shall also comply with the recordkeeping requirements set forth in this section.

(d) A second hand dealer as defined in this chapter shall provide an electronic transaction of all articles of any kind purchased or received using the electronic reporting system designated by the police department pursuant to Sections 538.04 and 539.001(9), Florida Statutes. The electronic transaction record shall at all times during business hours be open to the inspection of the police department. The report shall be a full, true, and complete report of all goods, wares, merchandise, or things received on deposit or purchased the previous day. The report shall contain the following:

(1) The time, date, and place of the transaction.

(2) A complete and accurate description of the goods acquired, including digital images, any serial numbers, manufacturer's numbers, or other identifying marks or characteristics.

(3) A description of the person from whom the goods were acquired, including:

ENCLOSURE 3

Select Year:

The 2016 Florida Statutes

[Title XXXIII](#)
REGULATION OF TRADE, COMMERCE,
INVESTMENTS, AND SOLICITATIONS

[Chapter 538](#)
SECONDHAND DEALERS AND
SECONDARY METALS RECYCLERS

[View Entire
Chapter](#)

538.19 Records required; limitation of liability.—

(1) A secondary metals recycler shall maintain a legible paper record of all purchase transactions to which such secondary metals recycler is a party. A secondary metals recycler shall also maintain a legible electronic record, in the English language, of all such purchase transactions. The appropriate law enforcement official may provide data specifications regarding the electronic record format, but such format must be approved by the Department of Law Enforcement. An electronic record of a purchase transaction shall be electronically transmitted to the appropriate law enforcement official no later than 10 a.m. of the business day following the date of the purchase transaction. The record transmitted to the appropriate law enforcement official must not contain the price paid for the items. A secondary metals recycler who transmits such records electronically is not required to also deliver the original or paper copies of the transaction forms to the appropriate law enforcement official. However, such official may, for purposes of a criminal investigation, request the secondary metals recycler to make available the original transaction form that was electronically transmitted. This original transaction form must include the price paid for the items. The secondary metals recycler shall make the form available to the appropriate law enforcement official within 24 hours after receipt of the request.

(2) The following information must be maintained on the form approved by the Department of Law Enforcement for each purchase transaction:

- (a) The name and address of the secondary metals recycler.
- (b) The name, initials, or other identification of the individual entering the information on the ticket.
- (c) The date and time of the transaction.
- (d) The weight, quantity, or volume, and a description of the type of regulated metals property purchased in a purchase transaction.
- (e) The amount of consideration given in a purchase transaction for the regulated metals property.
- (f) A signed statement from the person delivering the regulated metals property stating that she or he is the rightful owner of, or is entitled to sell, the regulated metals property being sold. If the purchase involves a stainless steel beer keg, the seller must provide written documentation from the manufacturer that the seller is the owner of the stainless steel beer keg or is an employee or agent of the manufacturer.
- (g) The distinctive number from the personal identification card of the person delivering the regulated metals property to the secondary metals recycler.
- (h) A description of the person from whom the regulated metals property was acquired, including:

1. Full name, current residential address, workplace, and home and work phone numbers.
2. Height, weight, date of birth, race, gender, hair color, eye color, and any other identifying marks.
3. The right thumbprint, free of smudges and smears.
4. Vehicle description to include the make, model, and tag number of the vehicle and trailer of the person selling the regulated metals property.
5. Any other information required by the form approved by the Department of Law Enforcement.
 - (i) A photograph, videotape, or digital image of the regulated metals being sold.
 - (j) A photograph, videotape, or similar likeness of the person receiving consideration in which such person's facial features are clearly visible.

(3) A secondary metals recycler complies with the requirements of this section if it maintains an electronic database containing the information required by subsection (2) as long as the electronic information required by subsection (2), along with an electronic oath of ownership with an electronic signature of the seller of the secondary metals being purchased by the secondary metals recyclers and an electronic image of the seller's right thumbprint that has no smudges and smears, can be downloaded onto a paper form in the image of the form approved by the Department of Law Enforcement as provided in subsection (2).

(4) A secondary metals recycler shall maintain or cause to be maintained the information required by this section for not less than 3 years from the date of the purchase transaction.

(5) A secondary metals recycler registered with the department that purchases a motor vehicle from a licensed salvage motor vehicle dealer as defined in s. [320.27](#) or another secondary metals recycler registered with the department and uses a mechanical crusher to convert the vehicle to scrap metal must obtain a signed statement from the seller stating that the seller has surrendered the vehicle's certificate of title to the Department of Highway Safety and Motor Vehicles as provided in s. [319.30](#) or otherwise complied with the titling requirements provided by law for conversion of the vehicle to scrap metal. A secondary metals recycler is not liable for the seller's failure to comply with the titling requirements provided by law for conversion of a motor vehicle to scrap metal if the secondary metals recycler obtains and maintains the seller's signed statement.

History.—s. 2, ch. 89-533; s. 1, ch. 90-192; s. 4, ch. 91-429; s. 748, ch. 97-103; s. 2, ch. 2008-69; s. 5, ch. 2012-179.

(k) "Pawn service charge" means a charge for investigating the title, storage, and insuring of the security; closing the transaction; making daily reports to appropriate law enforcement officials; expenses and losses; and all other services.

(l) "Pawnshop" means the location at which a pawnbroker conducts business.

(m) "Permitted vendor" means a vendor who furnishes a pawnbroker with an invoice specifying the vendor's name and address, the date of the sale, a description of the items sold, and the sales price, and who has an established place of business, or, in the case of a secondhand dealer as defined in s. 538.03, has represented in writing that such dealer has complied with all applicable recordkeeping, reporting, and retention requirements pertaining to goods sold or otherwise delivered to a pawnbroker.

(n) "Person" means an individual, partnership, corporation, joint venture, trust, association, or other legal entity.

(o) "Pledged goods" means tangible personal property that is deposited with, or otherwise delivered into the possession of a pawnbroker in connection with a pawn. "Pledged goods" does not include titles or any other form of written security in tangible property in lieu of actual physical possession, including, but not limited to, choses in action, securities, printed evidence of indebtedness, or certificates of title and other instruments evidencing title to separate items of property, including motor vehicles. For purposes of federal and state bankruptcy laws, a pledgor's interest in his or her pledged goods during the pendency of a pawn is a right of redemption only.

(p) "Pledgor" means an individual who delivers pledged goods into the possession of a pawnbroker in connection with a pawn.

(q) "Purchase" means the transfer and delivery of goods, by a person other than a permitted vendor, to a pawnbroker by acquisition for value, consignment, or trade for other goods.

(r) "Amount financed" is used interchangeably to mean the same as "amount of money advanced" or "principal amount".

(s) "Default date" means that date upon which the pledgor's right of redemption expires and absolute right, title, and interest in and to the pledged goods shall vest in and shall be deemed conveyed to the pawnbroker by operation of law.

(t) "Beneficial owner" means a person who does not have title to property but has rights in the property which are the normal incident of owning the property.

(u) "Operator" means a person who has charge of a corporation or company and has control of its business, or of its branch establishments, divisions, or departments, and who is vested with a certain amount of discretion and independent judgment.

(3) LICENSE REQUIRED.—

(a) A person may not engage in business as a pawnbroker unless the person has a valid license issued by the agency. A separate license is required for each pawnshop. The agency must issue more than one license to a person if that person complies with the requirements for each license.

(b) A licensee who seeks to move a pawnshop to another location must give written notice to the agency at least 30 days before the move, and the agency must amend the license to indicate the new location. The licensee must also give such written notice to the appropriate law enforcement official.

(c) Each license is valid for a period of 1 year unless it is earlier relinquished, suspended, or revoked. Each license shall be renewed annually, and each licensee shall, initially and annually thereafter, pay to the agency a license fee of \$300 for each license held. The agency shall waive the initial license fee for an honorably discharged veteran of the United States Armed Forces, the spouse of such a veteran, or a business entity that has a majority ownership held by such a veteran or spouse if the agency receives an application, in a format prescribed by the agency, within 60 months after the

date of the veteran's discharge from any branch of the United States Armed Forces. To qualify for the waiver, a veteran must provide to the agency a copy of his or her DD Form 214, as issued by the United States Department of Defense, or another acceptable form of identification as specified by the Department of Veterans' Affairs; the spouse of a veteran must provide to the agency a copy of the veteran's DD Form 214, as issued by the United States Department of Defense, or another acceptable form of identification as specified by the Department of Veterans' Affairs, and a copy of a valid marriage license or certificate verifying that he or she was lawfully married to the veteran at the time of discharge; or a business entity must provide to the agency proof that a veteran or the spouse of a veteran holds a majority ownership in the business, a copy of the veteran's DD Form 214, as issued by the United States Department of Defense, or another acceptable form of identification as specified by the Department of Veterans' Affairs, and, if applicable, a copy of a valid marriage license or certificate verifying that the spouse of the veteran was lawfully married to the veteran at the time of discharge.

(d) The agency may issue a temporary pawnbroker's license for the operation of a pawnshop either upon receipt of an application to transfer an existing license from one person to another or upon receipt of an application for a license involving principals and owners that are substantially identical to those of the existing licensee. The temporary license is effective until the permanent license is issued or denied by the agency.

(e) A person must apply to the agency for a new license or for a temporary license upon any change, directly or beneficially, in the ownership of any pawnshop. An application for a license or an application to transfer an existing license is not required upon any change, directly or beneficially, in the ownership of a pawnshop if one or more holders of at least 90 percent of the outstanding equity interest of the pawnshop before the change in ownership continue to hold at least 90 percent of the outstanding equity interest after the change in ownership.

(f) Any person applying for or renewing a local occupational license to engage in business as a pawnbroker must exhibit a current license from the agency before the local business tax receipt may be issued or reissued.

(4) ELIGIBILITY FOR LICENSE.—

(a) To be eligible for a pawnbroker's license, an applicant must:

1. Be of good moral character;
2. Have a net worth of at least \$50,000 or file with the agency a bond issued by a surety company qualified to do business in this state in the amount of \$10,000 for each license. In lieu of the bond required in this section, the applicant may establish a certificate of deposit or an irrevocable letter of credit in a Florida banking institution in the amount of the bond. The original bond, certificate of deposit, or letter of credit shall be filed with the agency on a form adopted by agency rule, and the agency shall be the beneficiary to said document. The bond, certificate of deposit, or letter of credit must be in favor of the agency for the use and benefit of a consumer who is injured by the fraud, misrepresentation, breach of contract, financial failure, or violation of this section by the pawnbroker. Such liability may be enforced by proceeding in an administrative action or by filing a civil action. However, in such civil action, the bond, certificate of deposit, or letter of credit posted with the agency may not be amenable or subject to a judgment or other legal process issuing out of or from such court in connection with such civil action, but such bond, certificate of deposit, or letter of credit shall be amenable to and enforceable only by and through administrative proceedings before the agency. It is the intent of the Legislature that such bond, certificate of deposit, or letter of credit be applicable and liable only for the payment of claims duly adjudicated by order of the agency. The bond, certificate of deposit, or letter of credit shall be payable on a pro rata basis as determined by the agency, but the

aggregate amount awarded may not exceed the amount of the bond, certificate of deposit, or letter of credit. A consumer may file a claim against the bond, certificate of deposit, or letter of credit. Such claim, which must be submitted in writing on an affidavit form adopted by agency rule, must be submitted to the agency within 120 days after an alleged injury has occurred or is discovered to have occurred or a judgment has been entered. The proceedings shall be conducted pursuant to chapter 120. For proceedings conducted pursuant to ss. 120.569 and 120.57, the agency shall act only as a nominal party. Any indebtedness determined by final order of the agency shall be paid by the pawnbroker to the agency within 30 days after the order is entered for disbursement to the consumer. If the pawnbroker fails to make payment within 30 days, the agency shall make a demand for payment upon the surety which includes an institution issuing a letter of credit or depository on a certificate of deposit. Upon failure of a surety to comply with a demand for payment pursuant to a final order, the agency may file an action in circuit court to recover payment, up to the amount of the bond or other form of security, pursuant to s. 120.69. If the agency prevails in such action, the agency may recover court costs and reasonable attorney fees;

3. Not have been convicted of, or found guilty of, or pled guilty or nolo contendere to, or not have been incarcerated within the last 10 years as a result of having previously been convicted of, or found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, a felony within the last 10 years and not be acting as a beneficial owner for someone who has been convicted of, or found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, a felony within the last 10 years; and

4. Not have been convicted of, or found guilty of, or pled guilty or nolo contendere to, or not have been incarcerated within the last 10 years as a result of having previously been convicted of, or found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, a crime that involves theft, larceny, dealing in stolen property, receiving stolen property, burglary, embezzlement, obtaining property by false pretenses, possession of altered property, or any other fraudulent or dishonest dealing within the last 10 years, and not be acting as a beneficial owner for someone who has been convicted, of, or found guilty of, or pled guilty or nolo contendere to, or has been incarcerated within the last 10 years as a result of having previously been convicted of, or found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, a crime that involves theft, larceny, dealing in stolen property, receiving stolen property, burglary, embezzlement, obtaining property by false pretenses, possession of altered property, or any other fraudulent or dishonest dealing within the last 10 years.

(b) Any applicant claiming to have a net worth of \$50,000 or more shall file with the agency, at the time of applying for a license, the following documentation:

1. A current financial statement prepared by a Florida certified public accountant; or
2. An affidavit stating the applicant's net worth is at least \$50,000, accompanied by supporting documentation; or
3. If the applicant is a corporation, a copy of the applicant's most recently filed federal tax return.

If the agency cannot verify that the applicant meets the net worth requirement for a license, the agency may require a finding, including the presentation of a current balance sheet, by an accounting firm or individual holding a permit to practice public accounting in this state, that the accountant has reviewed the books and records of the applicant and that the applicant meets the net worth requirement.

(c) If an applicant for a pawnbroker's license is not an individual, the eligibility requirements of this subsection, other than the requirements of subparagraph (a)2., apply to each operator of the pawnshop

and to each direct or beneficial owner of at least 10 percent of the outstanding equity interest of the pawnshop and, if the applicant is a corporation, to each officer and director of the corporation.

(5) APPLICATION FOR LICENSE.—

(a) An application for a pawnbroker's license, for the transfer of an existing pawnbroker's license, or for the approval of a change in the ownership of a licensee's pawnshop must be under oath and must state the full name and place of residence of the applicant, the place where the business is to be conducted, and other relevant information required by the agency.

(b)1. If the applicant is not an individual, the applicant must state the full name and address of each direct or beneficial owner of at least a 10-percent equity interest in such person. If the applicant is a corporation, the application must also state the full name and address of each officer and director.

2. Notwithstanding the provisions of subparagraph 1., the application need not state the full name and address of each officer, director, and shareholder if the applicant is owned directly or beneficially by a person that as an issuer has a class of securities registered under s. 12 of the Securities Exchange Act of 1934, or under s. 15(d) thereof, and is an issuer of registered securities required to file reports with the Securities and Exchange Commission and if the person files with the agency the information, documents, and reports required to be filed with the Securities and Exchange Commission.

(c) Each initial application for a license must be accompanied by a complete set of fingerprints taken by an authorized law enforcement officer or a fingerprinting service provider approved by the Department of Law Enforcement, \$300 for the first year's license fee, and the actual cost to the agency for fingerprint analysis for each person subject to the eligibility requirements. The agency shall submit the fingerprints to the Department of Law Enforcement for state processing, and the Department of Law Enforcement shall forward the fingerprints to the Federal Bureau of Investigation for a national criminal history check. These fees and costs are not refundable.

(d) When the application and the required fees are received, the agency shall investigate the facts, approve the application, and issue a license to the applicant if the agency finds that the eligibility requirements for the license are satisfied. The license must be prominently displayed at the front desk or counter at each pawnshop.

(e) Fees and fines collected under this section by the agency shall be deposited into the General Inspection Trust Fund.

(6) SUSPENSION, REVOCATION, AND SURRENDER OF LICENSE; NET WORTH REQUIREMENT.—

(a) The agency may, after notice and a hearing, suspend or revoke any license upon a finding that:

1. The licensee, either knowingly or without the exercise of due care, has violated this section or has aided or conspired with another person to violate this section;

2. A condition exists that, had it existed when the license was issued, would have justified the agency's refusal to issue a license;

3. The licensee or its applicable agents or employees who are subject to the eligibility requirements no longer meet the eligibility requirements to hold a pawnbroker's license; or

4. The licensee has through gross negligence or willful noncompliance failed to comply with a written hold order.

(b) The agency may conditionally license or place on probation a person whose license has been suspended or may reprimand a licensee for a violation of this section.

(c) The manner of giving notice and conducting a hearing, as required by paragraph (a), must conform to chapter 120.

(d) Any licensee may surrender a license by delivering it, by certified or registered mail, return receipt requested, to the agency with written notice of its surrender. The surrender of a license does

not affect the civil or criminal liability of the licensee for acts committed before the surrender of the license.

(e) The revocation, suspension, or surrender of a license does not impair or affect the obligation of any preexisting lawful contract between the licensee and any pledgor. Any pawn transaction made by a person without benefit of a license is voidable, in which case the person forfeits the right to collect any moneys, including principal and any charges, from the pledgor in connection with such transaction and is obligated to return to the pledgor the pledged goods in connection with such transaction.

(f) The agency may reinstate a suspended license or issue a new license to a person whose license has been revoked, if after a hearing it determines that no fact or condition then exists that would have justified the agency in originally refusing to issue a license.

(g) Each licensee must maintain a net worth of \$50,000 or the bond specified in subsection (4).

(7) ORDERS IMPOSING PENALTIES.—

(a) The agency may enter an order imposing one or more of the penalties set forth in paragraph (b) if the agency finds that a pawnbroker:

1. Violated or is operating in violation of any of the provisions of this section or of the rules adopted or orders issued thereunder;

2. Made a material false statement in any application, document, or record required to be submitted or retained under this section;

3. Refused or failed, or any of its principal officers has refused or failed, after notice, to produce any document or records or disclose any information required to be produced or disclosed under this section or the rules of the agency;

4. Made a material false statement in response to any request or investigation by the agency, the Department of Legal Affairs, or the state attorney; or

5. Has intentionally defrauded the public through dishonest or deceptive means.

(b) Upon a finding as set forth in paragraph (a), the agency may enter an order doing one or more of the following:

1. Issuing a notice of noncompliance pursuant to s. 120.695.

2. Imposing an administrative fine in the Class II category pursuant to s. 570.971 for each act that constitutes a violation of this section, a rule, or an order.

3. Directing that the pawnbroker cease and desist specified activities.

4. Refusing to license or revoking or suspending a license.

5. Placing the licensee on probation, subject to such conditions as the agency may specify.

(c) The administrative proceedings which could result in the entry of an order imposing any of the penalties specified in paragraph (b) are governed by chapter 120.

(d)1. If a violation of this section occurs and the agency has reasonable cause to believe that a person is operating in violation of this section, the agency may bring a civil action in the appropriate court for temporary or permanent injunctive relief and may seek other appropriate civil relief, including a civil penalty in the Class II category pursuant to s. 570.971 for each violation, restitution and damages for injured customers, court costs, and reasonable attorney fees.

2. The agency may terminate an investigation or action upon agreement by the offender to pay a stipulated civil penalty, to make restitution or pay damages to customers, or to satisfy any other relief authorized under this subsection and requested by the agency.

(e) The remedies provided for in this subsection shall be in addition to any other remedy provided by law.

(8) PAWNBROKER TRANSACTION FORM.—

(a) At the time the pawnbroker enters into any pawn or purchase transaction, the pawnbroker shall complete a pawnbroker transaction form for such transaction, including an indication of whether the transaction is a pawn or a purchase, and the pledgor or seller shall sign such completed form. The agency must approve the design and format of the pawnbroker transaction form, which must be 8½ inches x 11 inches in size and elicit the information required under this section. In completing the pawnbroker transaction form, the pawnbroker shall record the following information, which must be typed or written indelibly and legibly in English.

(b) The front of the pawnbroker transaction form must include:

1. The name and address of the pawnshop.
2. A complete and accurate description of the pledged goods or purchased goods, including the following information, if applicable:
 - a. Brand name.
 - b. Model number.
 - c. Manufacturer's serial number.
 - d. Size.
 - e. Color, as apparent to the untrained eye.
 - f. Precious metal type, weight, and content, if known.
 - g. Gemstone description, including the number of stones.
 - h. In the case of firearms, the type of action, caliber or gauge, number of barrels, barrel length, and finish.
 - i. Any other unique identifying marks, numbers, names, or letters.

Notwithstanding sub-subparagraphs a.-i., in the case of multiple items of a similar nature delivered together in one transaction which do not bear serial or model numbers and which do not include precious metal or gemstones, such as musical or video recordings, books, and hand tools, the description of the items is adequate if it contains the quantity of items and a description of the type of items delivered.

3. The name, address, home telephone number, place of employment, date of birth, physical description, and right thumbprint of the pledgor or seller.
4. The date and time of the transaction.
5. The type of identification accepted from the pledgor or seller, including the issuing agency and the identification number.
6. In the case of a pawn:
 - a. The amount of money advanced, which must be designated as the amount financed;
 - b. The maturity date of the pawn, which must be 30 days after the date of the pawn;
 - c. The default date of the pawn and the amount due on the default date;
 - d. The total pawn service charge payable on the maturity date, which must be designated as the finance charge;
 - e. The amount financed plus the finance charge that must be paid to redeem the pledged goods on the maturity date, which must be designated as the total of payments;
 - f. The annual percentage rate, computed according to the regulations adopted by the Federal Reserve Board under the federal Truth in Lending Act; and
 - g. The front or back of the pawnbroker transaction form must include a statement that:

(l) Any personal property pledged to a pawnbroker within this state which is not redeemed within 30 days following the maturity date of the pawn, if the 30th day is not a business day, then the following

business day, is automatically forfeited to the pawnbroker, and absolute right, title, and interest in and to the property vests in and is deemed conveyed to the pawnbroker by operation of law, and no further notice is necessary;

(II) The pledgor is not obligated to redeem the pledged goods; and

(III) If the pawnbroker transaction form is lost, destroyed, or stolen, the pledgor must immediately advise the issuing pawnbroker in writing by certified or registered mail, return receipt requested, or in person evidenced by a signed receipt.

(IV) A pawn may be extended upon mutual agreement of the parties.

7. In the case of a purchase, the amount of money paid for the goods or the monetary value assigned to the goods in connection with the transaction.

8. A statement that the pledgor or seller of the item represents and warrants that it is not stolen, that it has no liens or encumbrances against it, and that the pledgor or seller is the rightful owner of the goods and has the right to enter into the transaction. Any person who knowingly gives false verification of ownership or gives a false or altered identification and who receives money from a pawnbroker for goods sold or pledged commits:

a. If the value of the money received is less than \$300, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

b. If the value of the money received is \$300 or more, a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(c) A pawnbroker transaction form must provide a space for the imprint of the right thumbprint of the pledgor or seller and a blank line for the signature of the pledgor or seller.

(d) At the time of the pawn or purchase transaction, the pawnbroker shall deliver to the pledgor or seller an exact copy of the completed pawnbroker transaction form.

(9) RECORDKEEPING; REPORTING; HOLD PERIOD.—

(a) A pawnbroker must maintain a copy of each completed pawnbroker transaction form on the pawnshop premises for at least 1 year after the date of the transaction. On or before the end of each business day, the pawnbroker must deliver to the appropriate law enforcement official the original pawnbroker transaction forms for each of the transactions occurring during the previous business day, unless other arrangements have been agreed upon between the pawnbroker and the appropriate law enforcement official. If the original transaction form is lost or destroyed by the appropriate law enforcement official, a copy may be used by the pawnbroker as evidence in court. When an electronic image of a pledgor or seller identification is accepted for a transaction, the pawnbroker must maintain the electronic image in order to meet the same recordkeeping requirements as for the original transaction form. If a criminal investigation occurs, the pawnbroker shall, upon request, provide a clear and legible copy of the image to the appropriate law enforcement official.

(b) If the appropriate law enforcement agency supplies the appropriate software and the pawnbroker presently has the computer ability, pawn transactions shall be electronically transferred. If a pawnbroker does not presently have the computer ability, the appropriate law enforcement agency may provide the pawnbroker with a computer and all necessary equipment for the purpose of electronically transferring pawn transactions. The appropriate law enforcement agency shall retain ownership of the computer, unless otherwise agreed upon. The pawnbroker shall maintain the computer in good working order, ordinary wear and tear excepted. In the event the pawnbroker transfers pawn transactions electronically, the pawnbroker is not required to also deliver to the appropriate law enforcement official the original or copies of the pawnbroker transaction forms. The appropriate law enforcement official may, for the purposes of a criminal investigation, request that the pawnbroker

produce an original of a transaction form that has been electronically transferred. The pawnbroker shall deliver this form to the appropriate law enforcement official within 24 hours of the request.

(c) All goods delivered to a pawnbroker in a pawn or purchase transaction must be securely stored and maintained in an unaltered condition within the jurisdiction of the appropriate law enforcement official for a period of 30 calendar days after the transaction. Those goods delivered to a pawnbroker in a purchase transaction may not be sold or otherwise disposed of before the expiration of such period. The pawnbroker shall make all pledged and purchased goods and all records relating to such goods available for inspection by the appropriate law enforcement official during normal business hours throughout such period. The pawnbroker must store and maintain pledged goods for the period prescribed in subsection (10) unless the pledged goods are redeemed earlier; provided, however, that within the first 30 days after the original pawn, the pledged goods may be redeemed only by the pledgor or the pledgor's attorney in fact.

(10) PLEDGED GOODS NOT REDEEMED.—Pledged goods not redeemed by the pledgor on or before the maturity date of a pawn must be held by the pawnbroker for at least 30 days following such date or until the next business day, if the 30th day is not a business day. Pledged goods not redeemed within the 30-day period following the maturity date of a pawn are automatically forfeited to the pawnbroker; absolute right, title, and interest in and to the goods shall vest in and shall be deemed conveyed to the pawnbroker by operation of law; and no further notice is necessary. A pledgor has no obligation to redeem pledged goods or make any payment on a pawn.

(11) PAWN SERVICE CHARGES.—

(a) In a pawn transaction, a pawnbroker may contract for and receive a pawn service charge. The interest component of the pawn service charge shall be deemed to be 2 percent of the amount financed for each 30-day period in a pawn transaction. The pawnbroker may charge any amount of pawn service charge, so long as the total amount, inclusive of the interest component, does not exceed 25 percent of the amount financed for each 30-day period in a pawn transaction, except that the pawnbroker is entitled to receive a minimum pawn service charge of \$5 for each such 30-day period.

(b) The default date of any pawn may be extended to a subsequent date by mutual agreement, between the pledgor and the pawnbroker except the pawnbroker may not impose a minimum duration of more than 30 days, evidenced by a written memorandum, a copy of which must be supplied to the pledgor, which must clearly specify the new default date, and the pawn service charges owed on the new default date. In this event, the daily pawn service charge for the extension shall be equal to the pawn service charge for the original 30-day period divided by 30 days (i.e., one-thirtieth of the original total pawn service charge). There is no limit on the number of extensions that the parties may agree to.

(c) The total amount of pawn service charges that a pawnbroker may collect in the case of pledged goods redeemed at any time within 30 days after the date of the pawn is the amount provided in paragraph (a). The total amount of pawn service charges that a pawnbroker may collect in the case of redemptions occurring at any time more than 30 days after the date of the pawn is twice the amount provided in paragraph (a), except that, for redemptions occurring more than 60 days after the date of the pawn, pawn service charges continue to accrue from and after the 60th day at the daily rate determined as provided in paragraph (b). Any unused pawn service charge paid in advance by the pledgor shall be refunded by the pawnbroker.

(d) Pledged goods may be redeemed by mail by agreement between the pledgor and the pawnbroker. The pledgor must pay in advance all moneys due and a reasonable charge assessed by the pawnbroker to recover its cost and expenses involved in the packaging, insuring, and shipping of the pledged goods. The pawnbroker shall insure the pledged goods in an amount acceptable to the pledgor.

The pawnbroker's liability for loss or damage in connection with the shipment of such pledged goods is limited to the amount of the insurance coverage obtained.

(e) Any interest, charge, or fees contracted for or received, directly or indirectly, in excess of the amounts authorized under this section are prohibited, may not be collected, and render the pawn transaction voidable, in which case the pawnbroker shall forfeit the right to collect twice the amount of the pawn service charge contracted for in the pawn and, upon the pledgor's written request received by the pawnbroker within 30 days after the maturity date, shall be obligated to return to the pledgor the pledged goods delivered to the pawnbroker in connection with the pawn upon payment of the balance remaining due, provided that there shall be no penalty for a violation resulting from an accidental and bona fide error that is corrected upon discovery. Any action to circumvent the limitation on pawn service charges collectible under this section is voidable. In the event a pledgor makes a partial payment on a pawn that reduces the amount financed, any additional pawn service charges shall be calculated on the remaining balance of the original amount financed.

(12) PROHIBITED ACTS.—A pawnbroker, or an employee or agent of a pawnbroker, may not:

(a) Falsify or intentionally fail to make an entry of any material matter in a pawnbroker transaction form.

(b) Refuse to allow the agency, the appropriate law enforcement official, or the state attorney, or any of their designated representatives having jurisdiction, to inspect completed pawnbroker transaction forms or pledged or purchased goods during the ordinary hours of the pawnbroker's business or other time acceptable to both parties. The appropriate law enforcement official shall disclose to a claimant the name and address of the pawnbroker, the name and address of the conveying customer, and a description of pawned, purchased, or consigned goods that the claimant claims to be misappropriated.

(c) Obliterate, discard, or destroy a completed pawnbroker transaction form sooner than 3 years after the date of the transaction.

(d) Accept a pledge or purchase property from a person under the age of 18 years.

(e) Make any agreement requiring or allowing the personal liability of a pledgor or the waiver of any of the provisions of this section.

(f) Knowingly enter into a pawn or purchase transaction with any person who is under the influence of alcohol or controlled substances when such condition is apparent, or with any person using the name of another or the registered name of another's business.

(g) Conduct any pawn or purchase transaction at a drive-through window or similar device in which the customer remains in a vehicle while conducting the transaction.

(h) Fail to return or replace pledged goods to a pledgor upon payment of the full amount due the pawnbroker, unless the pledged goods have been placed under a hold order under subsection (16), or taken into custody by a court or otherwise disposed of by court order.

(i) Sell or otherwise charge for insurance in connection with a pawn transaction, except in connection with the shipment of pledged goods redeemed by mail as provided in subsection (11).

(j) Engage in title loan transactions at, within, or adjoining a licensed pawnshop location.

(k) Lease pledged goods to the pledgor or any other party.

(l) Operate a pawnshop between the hours of 10 p.m. and 7 a.m.

(m) Knowingly hire anyone to work in a pawnshop who has been convicted of, or entered a plea of guilty or nolo contendere to, or had adjudication withheld for a felony within the last 5 years, or been convicted of, or entered a plea of guilty or nolo contendere to, or had adjudication withheld for a crime within the last 5 years which involves theft, larceny, dealing in stolen property, receiving stolen

property, burglary, embezzlement, obtaining property by false pretenses, possession of altered property, or any fraudulent, or dishonest dealing.

(n) Knowingly accept or receive misappropriated property from a conveying customer in a pawn or purchase transaction.

(13) RIGHT TO REDEEM; LOST PAWNBROKER TRANSACTION FORM.—

(a) Only a pledgor or a pledgor's authorized representative is entitled to redeem the pledged goods described in the pawnbroker transaction form; however, if the pawnbroker determines that the person is not the original pledgor, or the pledgor's authorized representative, the pawnbroker is not required to allow the redemption of the pledged goods by such person. The person redeeming the pledged goods must sign the pledgor's copy of the pawnbroker transaction form, which the pawnbroker may retain as evidence of the person's receipt of the pledged goods. If the person redeeming the pledged goods is the pledgor's authorized representative, that person must present notarized authorization from the original pledgor and show identification to the pawnbroker and the pawnbroker shall record that person's name and address on the pawnbroker transaction form retained by the pawnshop. It is the pawnbroker's responsibility to verify that the person redeeming the pledged goods is either the pledgor or the pledgor's authorized representative.

(b) If a pledgor's copy of the pawnbroker transaction form is lost, destroyed, or stolen, the pledgor must notify the pawnbroker in writing by certified or registered mail, return receipt requested, or in person evidenced by a signed receipt, and receipt of this notice invalidates the pawnbroker transaction form if the pledged goods have not previously been redeemed. Before delivering the pledged goods or issuing a new pawnbroker transaction form, the pawnbroker must require the pledgor to make a written statement of the loss, destruction, or theft of the pledgor's copy of the pawnbroker transaction form. The pawnbroker must record on the written statement the type of identification and the identification number accepted from the pledgor, the date the statement is given, and the number of the pawnbroker transaction form that was lost, destroyed, or stolen. The statement must be signed by the pawnbroker or the pawnshop employee who accepts the statement from the pledgor. A pawnbroker is entitled to a fee not to exceed \$2 in connection with each lost, destroyed, or stolen pawnbroker transaction form and the taking of a properly prepared written statement.

(c) Sales tax is not due or collectible in connection with the redemption of pledged goods.

(d) If pledged goods are lost or damaged while in the possession of the pawnbroker, the pawnbroker may satisfy the pledgor's claim by replacing the lost or damaged goods with like kinds of merchandise of equal value, with which the pledgor can reasonably replace the goods. Such replacement is a defense to any civil action based upon the loss or damage of the goods.

(14) PAWNBROKER'S LIEN.—A pawnbroker has a possessory lien on the pledged goods pawned as security for the funds advanced, the pawn service charge owed, and the other charges authorized under this section, but not for other debts due to the pawnbroker. A pawnbroker has no recourse against a pledgor for payment on a pawn transaction except for the pledged goods themselves. Except as otherwise provided in this section, the pawnbroker must retain possession of the pledged goods until the lien is satisfied or until the default date. The pawnbroker may be compelled to relinquish possession of the pledged goods only after receipt of the applicable funds advanced plus the accrued service charge and other authorized charges, upon court order, or as otherwise provided by law.

(15) CLAIMS AGAINST PURCHASED GOODS OR PLEDGED GOODS HELD BY PAWNBROKERS.—

(a) To obtain possession of purchased or pledged goods held by a pawnbroker which a claimant claims to be misappropriated, the claimant must notify the pawnbroker by certified mail, return receipt requested, or in person evidenced by signed receipt, of the claimant's claim to the purchased or

pledged goods. The notice must contain a complete and accurate description of the purchased or pledged goods and must be accompanied by a legible copy of the applicable law enforcement agency's report on the misappropriation of such property. If the claimant and the pawnbroker do not resolve the matter within 10 days after the pawnbroker's receipt of the notice, the claimant may petition the court to order the return of the property, naming the pawnbroker as a defendant, and must serve the pawnbroker with a copy of the petition. The pawnbroker shall hold the property described in the petition until the right to possession is resolved by the parties or by a court of competent jurisdiction. The court shall waive any filing fee for the petition to recover the property, and the sheriff shall waive the service fees.

(b) If, after notice and a hearing, the court finds that the property was misappropriated and orders the return of the property to the claimant:

1. The claimant may recover from the pawnbroker the cost of the action, including the claimant's reasonable attorney's fees; and

2. If the conveying customer is convicted of theft, a violation of this section, or dealing in stolen property, the court shall order the conveying customer to repay the pawnbroker the full amount the conveying customer received from the pawnbroker for the property, plus all applicable pawn service charges. As used in this paragraph, the term "convicted of" includes a plea of nolo contendere to the charges or any agreement in which adjudication is withheld; and

3. The conveying customer shall be responsible to pay all attorney's fees and taxable costs incurred by the pawnbroker in defending a replevin action or any other civil matter wherein it is found that the conveying customer was in violation of this paragraph.

(c) If the court finds that the claimant failed to comply with the requirements in paragraph (a) or otherwise finds against the claimant, the claimant is liable for the defendants' costs, including reasonable attorney's fees.

(d) The sale, pledge, or delivery of tangible personal property to a pawnbroker by any person in this state is considered to be:

1. An agreement by the person who sells, pledges, or delivers the tangible personal property that the person is subject to the jurisdiction of the court in all civil actions and proceedings arising out of the pledge or sale transaction filed by either a resident or nonresident plaintiff;

2. An appointment of the Secretary of State by any nonresident of this state as that person's lawful attorney and agent upon whom may be served all process in suits pertaining to the actions and proceedings arising out of the sale, pledge, or delivery; and

3. An agreement by any nonresident that any process in any suit so served has the same legal force and validity as if personally served in this state.

(16) HOLD ORDERS; ISSUANCE; REQUIRED INFORMATION; PROCEDURES.—

(a) When an appropriate law enforcement official has probable cause to believe that property in the possession of a pawnbroker is misappropriated, the official may place a written hold order on the property. The written hold order shall impose a holding period not to exceed 90 days unless extended by court order. The appropriate law enforcement official may rescind, in writing, any hold order. An appropriate law enforcement official may place only one hold order on property.

(b) Upon the expiration of the holding period, the pawnbroker shall notify, in writing, the appropriate law enforcement official by certified mail, return receipt requested, that the holding period has expired. If, on the 10th day after the written notice has been received by the appropriate law enforcement official, the pawnbroker has not received from a court an extension of the hold order on the property and the property is not the subject of a proceeding under subsection (15), title to the

property shall vest in and be deemed conveyed by operation of law to the pawnbroker, free of any liability for claims but subject to any restrictions contained in the pawn transaction contract and subject to the provisions of this section.

(c) A hold order must specify:

1. The name and address of the pawnbroker.
2. The name, title, and identification number of the representative of the appropriate law enforcement official or the court placing the hold order.
3. If applicable, the name and address of the appropriate law enforcement official or court to which such representative is attached and the number, if any, assigned to the claim regarding the property.
4. A complete description of the property to be held, including model number and serial number if applicable.
5. The name of the person reporting the property to be misappropriated unless otherwise prohibited by law.
6. The mailing address of the pawnbroker where the property is held.
7. The expiration date of the holding period.

(d) The pawnbroker or the pawnbroker's representative must sign and date a copy of the hold order as evidence of receipt of the hold order and the beginning of the 90-day holding period.

(e)1. Except as provided in subparagraph 2., a pawnbroker may not release or dispose of property subject to a hold order except pursuant to a court order, a written release from the appropriate law enforcement official, or the expiration of the holding period of the hold order.

2. While a hold order is in effect, the pawnbroker must upon request release the property subject to the hold order to the custody of the appropriate law enforcement official for use in a criminal investigation. The release of the property to the custody of the appropriate law enforcement official is not considered a waiver or release of the pawnbroker's property rights or interest in the property. Upon completion of the criminal proceeding, the property must be returned to the pawnbroker unless the court orders other disposition. When such other disposition is ordered, the court shall additionally order the conveying customer to pay restitution to the pawnbroker in the amount received by the conveying customer for the property together with reasonable attorney's fees and costs.

(17) CRIMINAL PENALTIES.—

(a) Any person who engages in business as a pawnbroker without first securing a license commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) In addition to any other penalty, any person, who willfully violates this section or who willfully makes a false entry in any record specifically required by this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. Clerical or recordkeeping errors, such as typographical errors or scrivener's errors, regarding any document or record required by this section do not constitute a willful violation of this section, and are not subject to criminal penalties. Clerical or recordkeeping errors are subject to the administrative remedies, as provided in this act.

(18) INJUNCTIONS.—When the agency has reasonable cause to believe that a person is violating this section, the agency may enter an order requiring the person to stop the violation. The agency may petition the court to enjoin the person from engaging in the violation, continuing the violation, or doing any act in furtherance of the violation. The court may order a preliminary or permanent injunction.

(19) RECORDS OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT.—The Department of Law Enforcement, on request, must supply to the agency any arrest and conviction records in its possession of an individual applying for or holding a license under this section.

(20) **CONFLICTING ORDINANCES.**—Any county or municipality may enact ordinances that are in compliance with, but not more restrictive than this section, except that local ordinances shall not require the payment of any fee or tax related to a pawn transaction or purchase unless authorized under this chapter or restrict hours of operations other than between midnight and 6 a.m. Any ordinance that conflicts with this subsection is void. This section does not affect the authority of a county or municipality to establish land use controls or require a pawnbroker to obtain a local occupational license.

(21) **RULEMAKING AUTHORITY.**—The agency has authority to adopt rules pursuant to chapter 120 to implement the provisions of this section.

History.—s. 1, ch. 96-242; s. 19, ch. 97-250; s. 1, ch. 97-304; s. 9, ch. 99-307; s. 52, ch. 2000-154; s. 72, ch. 2000-158; s. 10, ch. 2001-214; s. 1, ch. 2006-143; s. 26, ch. 2011-205; s. 33, ch. 2012-67; s. 38, ch. 2013-251; s. 17, ch. 2014-147; s. 55, ch. 2014-150; s. 69, ch. 2015-2; s. 25, ch. 2016-166.

539.002 Applicability.—Chapter 538 does not apply to pawnbrokers licensed under the Florida Pawnbroking Act. This act does not abrogate any provision of chapters 671-680.

History.—s. 2, ch. 96-242.

539.003 Confidentiality.—All records relating to pawnbroker transactions delivered to appropriate law enforcement officials pursuant to s. 539.001 are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution and may be used only for official law enforcement purposes. This section does not prohibit the disclosure by the appropriate law enforcement officials of the name and address of the pawnbroker, the name and address of the conveying customer, or a description of pawned property to the alleged owner of pawned property.

History.—s. 1, ch. 96-241; s. 2, ch. 97-304; s. 1, ch. 2001-151.

ARTICLE VI. - PAWNBROKERS AND SECONDHAND DEALERS §

DIVISION 1. - GENERALLY §

Sec. 9-151. - Definition. §

Any person engaged in the business of purchasing and selling goods of any kind or description having once been used or transferred from the manufacturer to the dealer and then received into the possession of third parties, whether the same consist of books, rags, iron, aluminum or other metals, furniture, fixtures, building materials, appliances, household utensils or articles of personal use, or male or female wearing apparel, jewelry of any kind or description, old gold and silver, outboard motors, bicycles, motor scooters, motor bikes, motorcycles or automotive equipment, is hereby declared to be a secondhand dealer.

(Code 1960, § 20-1)

Sec. 9-152. - Articles kept in enclosed building or structure. §

All articles defined in section 9-151 shall be kept in an enclosed building or structure.

(Code 1960, § 20-11)

Sec. 9-153. - Arrangement of articles. §

All articles purchased or received by a dealer under this division shall be so arranged in stock as to enable the same to be inspected by the police department or any other person in authority.

(Code 1960, § 20-10)

Sec. 9-154. - Written consent required in specified instances. §

It shall be unlawful for any secondhand dealer to buy or receive for sale any goods or chattels or other articles or personal property from the driver of any wagon, cart or other vehicle of the city, or of any licensed contractor or transfer company, without having first

received the written consent of such contractor or the owner or manager of such transfer company or chief or head of the city department in which such wagon, cart or vehicle is used. Such written consent shall be filed for inspection with the records of such secondhand dealer.

(Code 1960, § 20-12)

Sec. 9-155. - Register—Required. :

Any person engaged in the business of a secondhand dealer shall keep a register in connection with such business, and at the close of each day or not later than 8:00 a.m. of the succeeding day, shall enter or cause to be entered therein an accurate description of the person from whom any article of personal property is purchased or received. In such register shall also be entered an accurate description of any article of personal property so purchased or received, and such description shall contain any mark, brand, monogram, words or letters blown, stamped, etched or otherwise permanently marked upon such article. The register shall at all times be kept for the inspection and examination of the chief of police or any other person authorized by the chief of police to inspect the same. (Code 1960, § 20-2)

Sec. 9-156. - Same—Transcript furnished chief of police. :

All secondhand dealers shall, not later than twelve noon of each day, furnish to the chief of police a full and complete copy or transcript of the register in which is entered the transactions of the preceding day as required by section 9-155. This requirement shall not apply to the tenants of stalls, units, sections, spaces, booths or other designated areas in flea markets as defined by section 9-176 or to operators of flea markets.

(Code 1960, § 20-3; Ord. No. I-120, § 8, 7-15-85)

Sec. 9-157. - Disposal of property within ten days of receipt. :

No goods, chattels or articles of personal property of any kind or character purchased by a secondhand dealer shall be sold or otherwise disposed of by any secondhand dealer until ten (10) days have elapsed from the time the chief of police has been furnished with a copy or transcript of the register in which such goods, chattels or articles of personal property are entered; except, however, such secondhand dealer may sell or otherwise dispose of any of such goods or chattels or articles of personal property within the said ten (10) days provided he shall enter or cause to be entered in a register an accurate description of the person to whom such articles of personal property or chattels were sold together with his name, his

residence address or business address, or both, which information shall be furnished to the police department not later than 12:00 o'clock noon on the day following such sale; provided, however, no articles of personal property made of gold, silver, platinum or other precious metals or jewels shall be sold, melted, altered or otherwise disposed of by any secondhand dealer, peddler or itinerant peddler until ten (10) days have elapsed from the time the police department has had made available to it a copy of the register as required in section 9-162 and said articles of gold, silver, platinum or other precious metals or jewels shall not be transferred from within the city limits during said ten-day period of time.

(Code 1960, § 20-13)

State Law reference— Disposition of pledged property by pawnbrokers, F.S. § 715.04.

Sec. 9-158. - Applicability of certain sections. ⋮

Sections 9-151—9-157 shall not apply to repossessions, trade-ins, new goods, new wares, new merchandise or motor vehicles except motor scooters, motorbikes and motorcycles.

(Code 1960, § 20-14)

Sec. 9-159. - Daily report; contents. ⋮

All dealers, in secondhand jewelry, furniture, clothing, radios, musical instruments, pistols, revolvers, one-hand firearms, blackjacks, metallic knuckles, handcuffs or other similar equipment used primarily by police officers, and other secondhand goods, wares, merchandise and material, operating within the city shall file with the chief of police each day a daily report of all such equipment, goods, wares, merchandise and materials, purchased, traded for, pawned to or acquired by them. Such reports shall give a full and accurate description of such equipment, goods, wares, merchandise and materials, so purchased, traded for, pawned to or acquired by them, together with the name and address of the person from whom the same were purchased, traded for, pawned or acquired. Such reports shall be duly verified by the oath of such dealer if an individual, and if a corporation, by the manager or officer in charge of the business thereof in the city.

(Code 1960, § 20-4)

Cross reference— Permit for police equipment, § 11-3.

Sec. 9-160. - Failure to make report; falsely describing articles. ⋮

Any dealer in secondhand equipment, goods, wares, merchandise and materials who shall fail to make the report required by sections 9-159 and 9-162 or who shall falsely describe any such equipment, goods, wares, merchandise and materials, so purchased, traded for, pawned to or acquired, or who shall falsely report the name and address of the person from whom the same were purchased, traded for, pawned or acquired, shall be guilty of a violation of this article and upon conviction thereof the license of such dealer shall thereupon be revoked and cancelled.

(Code 1960, § 20-5)

Sec. 9-161. - Purchase from minors—Authorization; contents. :

No dealer in secondhand jewelry, furniture, clothing, radios, musical instruments, pistols, revolvers, one-hand firearms, blackjacks, metallic knuckles, handcuffs or other similar equipment used primarily by police officers, and other secondhand goods, wares, merchandise and materials, operating within the corporate limits of the city, shall purchase, trade for, take in, pawn or acquire any of such equipment, goods, wares, merchandise and materials, from any person under the age of eighteen (18) years, without obtaining the written authorization of the father, mother or legal guardian of such minor, authorizing such dealer to make such purchase, trade, pawn or acquisition, and fully and accurately describing such equipment, goods, wares, merchandise and materials then being so purchased, traded for, pawned or acquired by such dealer from such minor, and giving the name, address and age of such minor, and the name and address of such father, mother or legal guardian of such minor, and further, unless such written authorization is executed personally by such father, mother or legal guardian in the presence of and witnessed by such dealer at his place of business at the time of such purchase, trade, pawn or acquisition from such minor by such dealer.

(Code 1960, § 20-6)

State Law reference— Purchase from minors, F.S. § 812.051; rights, privileges and obligations of persons eighteen (18) years of age and older, F.S. § 743.07.

Sec. 9-162. - Same—Report to chief of police. :

Every dealer contemplated by this division shall, within twenty-four (24) hours of any purchase, trade, pawning of or acquisition by him from any minor of any secondhand jewelry, furniture, clothing, radios, musical instruments, pistols, revolvers, one-hand firearms,

blackjacks, metallic knuckles, handcuffs or other similar equipment used primarily by police officers, and other secondhand goods, wares, merchandise and materials, file with the chief of police a report of such purchase, trade, pawn or acquisition. Such report shall be in writing under the oath of the dealer and subscribed to by him, and shall fully and accurately describe the equipment, goods, wares, merchandise and materials then being so purchased, traded for, pawned or acquired from such minor. It shall further state fully therein the time of the purchase, trade, pawn or acquisition, and the name, address and age of the minor, together with the name and address of his father, mother or legal guardian executing the authorization, provided that such reports herein required may be filed by such dealers with the chief of police as required by section 9-159.

(Code 1960, § 20-7)

Sec. 9-163. - Same—Corporate agent to make purchases. ⋮

If the dealer contemplated by this division is a corporation, it shall file with the chief of police a written designation which shall be under the seal of such corporation and executed by its president and secretary, which designation shall state the name of the officer, agent, servant or employee designated by such corporation to make and transact its purchases, trades, pawns and acquisitions from minors in the city, and no more than one person shall be so designated therein. No officer, agent, servant or employee of any such corporate dealer shall purchase, trade for, pawn or acquire from any minor any secondhand jewelry, furniture, clothing, radios, musical instruments, pistols, revolvers, one-hand firearms, blackjacks, metallic knuckles, handcuffs or other similar equipment used primarily by police officers, and other secondhand goods, wares, merchandise and materials, unless such officer, agent, servant or employee shall have been designated by such corporate dealer in the manner aforesaid and shall have consented in writing in the presence of and to the chief of police to such designation. All requirements, provisions and prohibitions of this division shall apply with full and equal force to the person so designated and so consenting to such designation.

(Code 1960, § 20-8)

State Law reference— Disposition of pledged property by pawnbrokers, F.S. § 715.04.

Sec. 9-164. - Same—Purchase on Sunday or at night. ⋮

No dealer in secondhand goods shall make any trade, purchase, pawn or acquisition as provided in section 9-161 from a minor on Sunday or at night.

(Code 1960, § 20-9)

Secs. 9-165—9-175. - Reserved.

RECEIVED
TIME _____

JUL 27 2017

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

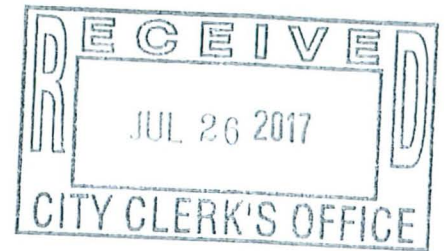
Skip Horne

Herbert Boyd "Skip" Horne, Jr.

2996 Conifer Drive

Fort Pierce, FL 34951

Ph. (772) 464-5080 Cell (772) 284-7000



July 20, 2017

Mayor Linda Hudson

Office of the Mayor & City Commissioners

100 N. U.S. Hwy. 1

Fort Pierce, FL 34950

Re: Pawnbroker Record Keeping Requirements

Dear Mayor Hudson,

I would like to address an issue or ordinance regarding pawnbroker purchasing requirements. According to Detective Morash with the St. Lucie County Sheriff's Department, the City of Fort Pierce does not require a photograph or digital image of items sold to/purchased by pawnbrokers, while the City of Port St. Lucie does require photos/digital images of items purchased.

Please indulge me. I had numerous gold coins stolen, twenty-two (22), and reported the theft to the St. Lucie County Sheriff's Department. They were able to only recover three (3) coins. I was perplexed when I learned of the record keeping requirements for pawnbrokers being so lax. I opened and own **Atlantic Coast Recycling, Inc.**, a **Secondary Metal Recycler**, on Avenue D in Fort Pierce in 1977, forty (40) years ago. My business is required to keep much more data on purchase transactions than a pawnbroker. Along with what is required from a pawnbroker, we must also include their vehicle description, tag number, etc., amongst which **we must also take a photograph, videotape, or digital image of each type metal purchased**, i.e., aluminum cans, copper, lead, etc., **whereas, a pawnbroker in the city of Fort Pierce is not**. Is this asking too much? I think you will agree more stolen items tend to go to a "pawnshop" rather than a "recycling center". I would be partial to consider no one would be predisposed to buy stolen material, but **it does happen!**

I would take interest in seeing the **City of Fort Pierce** adopt an ordinance to require pawnbrokers to take a digital image or photograph of the item being purchased at the time of the transaction, similar to **Port St. Lucie** and **Atlantic Coast Recycling**. There is a gap which needs to be filled.

- Seventeen (17) more coins stolen from me by the alleged thief (the culprit is a relative) cannot be used to prosecute the defendant, according to the State Attorneys's office, because no photo or image was taken by the pawnbroker (Value Pawn) for me to identify the coins. Only a very **generic** description was gathered by this pawnbroker. Although it is too late for my case, this minor change in the ordinance might benefit someone in the future recover what was wrongly taken from them and/or assist in the prosecution of such individuals. Even though the sheriff's department located the buyers of these 17 coins, they weren't recovered, out \$21,000+, present value.
- Photographs would make a much stronger case for the State Attorney.
- And, photographs or digital images would also prove to be a valuable tool for law enforcement. Just ask anyone in the police or sheriff's department.

I believe this refinement to the current ordinance would be a good thing for our community and hope it draws interest and meets with your approval. If this topic is brought up at a commission meeting I would appreciate the opportunity to listen in on this important issue and briefly speak if given a chance. My contacts are listed above....

Thank you, Ms Hudson, for your service to our city. Please thank the Commissioners also for their service as well . And a thank you for your assistance and guidance, Ms Scott.

Sincerely,

A handwritten signature in black ink, appearing to read "Skip Horne", with a long horizontal flourish extending to the right.

Skip Horne

**Encl: (3) Port St. Lucie Ordinance
Page 7 of PSL Ordinance
Secondary Metals Recycler's Record Requirement Statute**

**Cc: Linda Cox, City Clerk
Nicholas Mimms, City Manager**

ENCLOSURE 1 ADDITIONAL INFORMATION



Port St. Lucie Police Department

COUNCIL ITEM 12A
DATE 9-24-12

memorandum

TO : Gregory J. Oravec
City Manager

FROM : John A. Bolduc *JAB*
Chief of Police

DATE : September 20, 2012

SUBJECT : Pawnbroker & Secondhand Dealer Ordinance

It was brought to my attention the recently approved City Ordinance, Chapter 116, Pawnbrokers and Secondhand Dealers was unnecessarily impeding sales for secondhand dealers and consignment shops of household furniture and goods.

The original need for the ordinance was to prevent evidence from residential and auto burglaries from being disposed of without records through pawn shops and secondhand dealers. The ordinance was also constructed to restrict the trade and disposition of possibly stolen items long enough for a proper investigation to reveal their whereabouts. Additionally, the ordinance was constructed to require the documentation of secondhand dealings through a statewide database program which would give investigators the opportunity to locate stolen items before they were sold or disposed of by another means.

After the ordinance was approved and we entered the compliance mode, we began to notice there were some unnecessary and foreseen ramifications of the ordinance. Specifically, the trade and consignment of household furniture and other household items not normally the target of theft during burglaries were being unnecessarily restricted and documented. It is evident the ordinance needed to be amended to more narrowly focus the scope and avoid items that are not normally the target of larceny.

Additionally, during the last legislative session, the Florida Legislation amended F.S.S. 538, which deals with secondhand dealers and secondhand metals recyclers to better define some of the items covered by the law, and clarify which types of businesses should be regulated such as flea markets and estate sales.

I met with the Criminal Investigations Division Commander and the Pawn Compliance Officer and we have drafted language to address these concerns. I met with City Attorney Roger Orr and he has reviewed the recommended amendments and advised us to proceed with placing this matter on the agenda for City Council approval.

Attached, please find the attached Agenda Item Request, as well as a draft of the amended Chapter 116, Port St. Lucie Code of Ordinances. Should you need further information, please contact me at your convenience.

JAB/jk

RECEIVED

SEP 21 2012

City Manager's Office

**PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST**

TYPE OF MEETING: REGULAR X SPECIAL

DATE OF MEETING: September 24, 2012

ORDINANCE X RESOLUTION MOTION

OTHER:

ITEM: Chapter 116 Pawnbrokers and Secondhand Dealers

RECOMMENDED ACTION: Approval and Signature

EXHIBITS: Amendment to ordinance

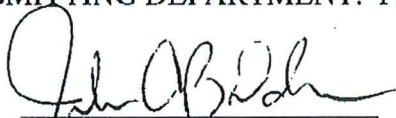
SUMMARY EXPLANATION/BACKGROUND INFORMATION:

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

5 min.

SUBMITTING DEPARTMENT: Police

BY:


Chief John Bolduc

DATE:

RECEIVED

SEP 21 2012

City Manager's Office

CHAPTER 116 . - PAWNBROKERS AND SECONDHAND DEALERS

Sec. 116 .01. - Title.

This chapter shall be known as the Pawnbroker and Secondhand Dealer Ordinance of the City of Port St. Lucie, Florida.

Sec. 116 .02. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Consignment shop means a shop engaging in the business of accepting for sale, on consignment, secondhand goods which, having once been used or transferred from the manufacturer to the dealer, are then received into the possession of a third party.

Electronic item means any computer and accessories, mobile or desktop; tablets; notebooks, E- readers; I- devices; video game systems; audio and video equipment, including television sets, compact disc players, Blu-ray players, DVD players, radios, amplifiers, receivers, turntables, tape recorders, speakers, and CB radios; radar detectors; telephones, including cellular and portable; calculators; musical instruments; home theater systems; MP3 players; electrical appliances, stove/range, refrigerator; microwave, oven, freezer, washer; dryer; headphones; cameras; electrical marine equipment; GPS navigation systems; air purifiers; dehumidifiers; and AC units.

Pawn means any advancement of funds on the security of pledged goods on condition that the pledged goods are left in the possession of the pawnbroker for the duration of the pawn and may be redeemed by the pledgor on the terms and conditions contained in section 539.001, et seq., Florida Statutes.

Pawnbroker means any person duly licensed under Chapter 539, Florida Statutes, who is engaged in the business of making pawns; who makes a public display containing the term "pawn," "pawnbroker," or "pawnshop" or any derivative thereof; or who publicly displays a sign or symbol historically identified with pawns. A pawnbroker may also engage in the business of purchasing goods which includes consignment and trade.

Pledge means either of the following transactions:

(a) *Buy-sell agreement* means an agreement whereby a purchaser agrees to hold property for a specified period of time to allow the seller the exclusive right to repurchase the property. A buy-sell agreement is not a loan of money.

(b) *Loan of money* means a written or oral bailment of personal property as security for an engagement or debt, redeemable on certain terms and with the implied power of sale on default.

Precious metals means any item containing any gold, silver, or platinum or any combination thereof, excluding the following:

- (1) Any chemical or any automotive, photographic, electrical, medical, or dental materials or electronic parts.
- (2) Any coin with an intrinsic value less than its numismatic value.
- (3) Any gold bullion coin.
- (4) Any gold, silver, or platinum bullion that has been assayed and that is properly marked as to its weight and fineness.
- (5) Any coin which is mounted in a jewelry setting.

Precious metals dealer means a secondhand dealer who normally or regularly engages in the business of buying used precious metals for resale. The term does not include those persons involved in the bulk sale of precious metals from one secondhand or precious metals dealer to another.

Secondhand dealer means any person who is not a secondary metals recycler and who is engaged in the business of purchasing, consigning, or trading secondhand goods or entering into title loan transactions. However, secondhand dealers are not limited to dealing only in items defined as secondhand goods this section. Except as provided in subsection ~~416.03(A)(1)~~ 116.03(a)(1), the term "secondhand dealer" means jewelers, precious metals dealers, garage sale operators, secondhand stores, and consignment shops.

Secondhand goods means personal property previously owned or used, which is not regulated metals property, regulated under Section 538.18 et seq., Florida Statutes and which is purchased, consigned, or traded as used property. Such secondhand goods do not include household furniture, lamps, glassware, everyday eating utensils, baby/children toys, baby essentials, office furniture, pianos, books, clothing, organs,

coins, motor vehicles, costume jewelry, cardio and strength training or conditioning equipment designed primarily for indoor use and secondhand sports equipment that is ~~not permanently labeled with a~~ does not have a manufacturer's applied serial number. For purposes of this paragraph, "secondhand sports equipment" does not include golf clubs.

Secondhand store means the place or premises at which a secondhand dealer is registered to conduct business as a secondhand dealer or conducts business, including pawnshops.

Title loan means a loan of money secured by bailment of a certificate of title to a motor vehicle. A title loan is not a pawn if the secondhand dealer does not maintain physical possession of the vehicle throughout the term of the transaction.

Transaction means any title loan, purchase, consignment, or pawn of secondhand goods by a secondhand dealer.

Sec. 116.03 - Exemptions.

(a) This chapter does not apply to the following:

(1)

Any secondhand goods transaction involving an organization or entity registered with the state as a nonprofit, religious, or charitable organization or any school-sponsored association or organization other than a secondary metals recycler subject to Section 538.18, et seq., Florida Statutes.

(2) A law enforcement officer acting in an official capacity.

(3) A trustee in bankruptcy, executor, administrator, or receiver who has presented proof of such status to the secondhand dealer.

(4) Any public official acting under judicial process or authority who has presented proof of such status to the secondhand dealer.

(5) A sale on the execution or by virtue of any process issued by a court, if proof thereof has been presented to the secondhand dealer.

(6) Any garage sale operator who holds garage sales less than four (4) weekends per calendar year. This exemption comports with the provisions of ~~section 155.03(i)~~ section 155.03 (1) prohibiting more than three (3) garage sales per calendar year within the city.

- (7) Any person at antique, coin, or collectible shows or sales.
- (8) Any person who sells household personal property as an agent for the property owner or the owner's representative pursuant to a written agreement at that person's residence.
- (9) The purchase, consignment, or pawn of secondhand goods from one secondhand dealer to another secondhand dealer when the selling secondhand dealer has complied with the requirements of this article.
- (10) Any person accepting a secondhand good, with the exception of any electronic item as defined in 116.02 or any item with a manufacturer's applied serial number, as a trade-in for a similar item of greater value.
- ~~(11) Any person purchasing, consigning, or trading secondhand goods at a flea market regardless of whether at a temporary or permanent business location at the flea market, unless said vendor conducts business transactions otherwise governed by the State of Florida.~~
- ~~(12)~~ (11) Any auction business as defined in Section 468.382(1), Florida Statutes, operating as an auction business in the buying and selling of estates, business inventory, surplus merchandise, or business liquidations.
- (12) Any business that is registered with the State Department of Revenue for sales tax purposes as an antique dealer pursuant to Chapter 212, Florida Statutes, and that purchases secondhand goods from the property owner or such owner's representative at the property owner's residence pursuant to a written agreement that states the name, address, and telephone number of the property owner and the type of property purchased.
- (13) Any person purchasing, consigning, or pawning secondhand goods ordered by mail; computer-assisted shopping; media-assisted, media-facilitated, or media-solicited shopping; or shopping by other means of media communication, including but not limited to direct mail advertising; unsolicited distribution of catalogs; television, radio, or other electronic media; telephone, magazine, or newspaper advertising, so long as such person is in this state at the time of the order.
- (14) A motor vehicle dealer as defined in Section 320.27, Florida Statutes.

(b) This chapter does not apply to secondary metals recyclers regulated under Section 538.18, et seq., Florida Statutes.

Sec. 116.04. - Business tax receipt.

Secondhand dealers, precious metals dealers, pawnbrokers, and junk dealers, shall obtain a City of Port St. Lucie business tax receipt from the city before engaging in business, as required by Section 111.45, Port St. Lucie Code of Ordinances.

Sec. 116.05. - Recordkeeping requirements.

(a) The City of Port St. Lucie Police Department shall designate an electronic reporting system for all pawn and secondhand dealer transactions, and shall provide copies of the electronic reporting system software to all pawnbrokers and secondhand dealers, as necessary.

(b) A pawnbroker shall comply with the recordkeeping requirements set forth in Section 539.001(9), Florida Statutes, including but not limited to electronic transfer to the Port St. Lucie Police Department of all pawn transactions using the electronic reporting system designated by the chief of police.

(c) In addition to the recordkeeping requirements set forth in Section 538.04, Florida Statutes, secondhand dealers shall also comply with the recordkeeping requirements set forth in this section.

(d) A second hand dealer as defined in this chapter shall provide an electronic transaction of all articles of any kind purchased or received using the electronic reporting system designated by the police department pursuant to Sections 538.04 and 539.001(9), Florida Statutes. The electronic transaction record shall at all times during business hours be open to the inspection of the police department. The report shall be a full, true, and complete report of all goods, wares, merchandise, or things received on deposit or purchased the previous day. The report shall contain the following:

- (1) The time, date, and place of the transaction.
- (2) A complete and accurate description of the goods acquired, including digital images, any serial numbers, manufacturer's numbers, or other identifying marks or characteristics.
- (3) A description of the person from whom the goods were acquired, including:

- a. Full name, address, place of employment, and home telephone number.
 - b. Height, weight, date of birth, race, gender, hair color, eye color, and any other identifying marks.
 - c. The right thumbprint, free of smudges and smears, of the person from whom the goods were acquired.
- (4) If any article has engraved thereon a number, word, or initial, or contains settings of any kind, the description of the article in the report shall contain the number, word, or initial and shall show the kind of settings and the number of each kind.
- (5) In the case of a purchase, the amount of money paid for the goods or the monetary value assigned to the goods in connection with the transaction.
- (6) Any other information required by the Florida Department of Law Enforcement.
- (e) A secondhand dealer shall require verification of the identification of the seller by the exhibition of a government-issued photographic identification card such as a driver's license or military identification card. The record shall contain the type of identification exhibited, the issuing agency, and the number thereon.
- (f) A second hand dealer shall require a seller to sign a statement verifying that the seller is the rightful owner of the goods or is entitled to sell the goods.
- (g) Each receipt issued by a secondhand dealer shall be numbered consecutively, and if stubs are used in connection with the record of the transaction retained by the secondhand dealer, each stub shall be numbered consecutively to conform to the receipt.
- (h) The electronic reporting system will provide for an upload of a complete electronic report as described in this section. Each second hand dealer and pawnbroker shall, at the end of each business day, provide an electronic upload to the electronic reporting system of all transactions that occurred during that business day.
- (i) Secondhand dealers are exempt from this section for all transactions involving secondhand sports equipment, except secondhand sports equipment that is permanently labeled with a serial number.

Sec. 116~~2~~.06. - Inspection of records and premises.

(a) The premises and required records of each secondhand dealer and pawnbroker are subject to inspection during regular business hours by the Port St. Lucie Police Department and by any state law enforcement officer who has jurisdiction over the dealer.

(b) The inspection authorized by subsection (a) of this section shall consist of an examination on the premises of the inventory and required records to determine whether the records and inventory are being maintained on the premises as required by Section 116.05, and whether the secondhand dealer or pawnbroker has complied with the holding period requirements of Section 116.07.

Sec. 116.07. - Holding period.

(a) A pawnbroker shall comply with the holding requirements set forth in Section 539.001(9), Florida Statutes.

(b) A secondhand dealer shall comply with the following holding requirements:

(1) A secondhand dealer shall not sell, barter, exchange, alter, adulterate, or in any way dispose of any secondhand goods within thirty (30) calendar days of the date of acquisition of the goods. Such holding period is not applicable when the person known by the secondhand dealer to be the person from whom the goods were acquired desires to redeem, repurchase, or recover the goods, provided the dealer can produce the record of the original transaction with verification that the customer is the person from whom the goods were originally acquired.

(2) A secondhand dealer shall maintain actual physical possession of all secondhand goods throughout a transaction. It is unlawful for a secondhand dealer to accept title or any other form of security in secondhand goods in lieu of actual physical possession.

(3) Upon probable cause that goods held by a secondhand dealer are stolen, a law enforcement officer with jurisdiction may extend the holding period to a maximum of ninety (90) days. The law enforcement officer must make the hold order, and the secondhand dealer must act, in compliance with the provisions of Section 538.06(3), Florida Statutes. However, the holding period may be extended beyond ninety (90) days by a court of competent jurisdiction upon a finding of probable cause that the property is stolen and further holding is necessary for the purposes of trial or to safeguard such property. The dealer shall assume all responsibility, civil or criminal, relative to the property or evidence in question, including responsibility for the actions of any employee with respect thereto.

(4) All dealers in secondhand property regulated by this article shall maintain transaction records for five (5) years.

(c) Subject to the requirements of Chapter 537, Florida Statutes, and the restrictions in Section 538.15, Florida Statutes, a secondhand dealer may engage in a title loan transaction, and the physical possession requirements of Subsection 116.07 (b) (2) of this section shall not apply if the following conditions are met:

(1) The secondhand dealer maintains physical possession of the motor vehicle title.

(2) The owner maintains possession of or control over the motor vehicle throughout the transaction.

(3) The owner is not required to pay rent or any other charge for the use of the motor vehicle.

(4) A secondhand dealer who engages in a motor vehicle title loan transaction has the right to repossess the motor vehicle upon failure of the owner to redeem the title. The secondhand dealer shall only repossess a motor vehicle through an agent who is licensed by the state to repossess motor vehicles. The secondhand dealer may dispose of the motor vehicle as provided in Section 538.16, Florida Statutes. Any sale or disposal of the motor vehicle shall be made through a motor vehicle dealer licensed under Section 320.27, Florida Statutes.

(5) No charges other than those charges permitted in Section 537.011, Florida Statutes, shall be allowed, and such charges shall be fully disclosed, conspicuously in writing, and initialed by the motor vehicle owner at the initiation of the transaction.

Sec. 116~~2~~.08. - Certain acts and practices prohibited.

It is unlawful for a secondhand dealer or any employee of the secondhand dealer to do or allow any of the following acts:

- (a) Knowingly make a transaction with any person who is:
- (1) Under the influence of drugs or alcohol when such condition is visible or apparent;
 - (2) Under the age of eighteen (18) years; or

DRAFT- Amendment to existing Chapter 116 ordinance. Revision date: 9/19/2012.

- (3) Using a name other than such person's own name or the registered name of such person's business.
- (b) Have a secondhand store open or engage in or conduct business as a secondhand dealer between the hours of 10:00 p.m. and 7:00 a.m. A secondhand dealer shall not conduct any transaction at a drive-through window or similar device.
- (c) Fail to pay any sales tax owed to the Florida Department of Revenue or fail to have a sales tax registration number.
- (d) Engage in title loan transactions from at, within or adjoining a licensed pawn shop or secondhand dealer location.
- (e) Use the word "pawn" or "pawnbroker" in any transaction, documentation, advertising or promotional materials, signs, displays, banners, or other materials of any nature relating to the secondhand dealer's business.

Sec. 116.09. - Penalties.

Any person willfully violating the provisions of this chapter, other than clerical or recordkeeping errors, shall be guilty of a misdemeanor punishable by a fine not to exceed five hundred and dollars (\$500.00) or by imprisonment in the county jail not to exceed sixty (60) days, or both such fine and imprisonment. Each day of noncompliance with this chapter shall be deemed a separate offense.

Sec. 116.10. - Severability.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

ENCLOSURE 2

DRAFT- Amendment to existing Chapter 116 ordinance. Revision date: 9/19/2012.

(b) This chapter does not apply to secondary metals recyclers regulated under Section 538.18, et seq., Florida Statutes.

Sec. 116 .04. - Business tax receipt.

Secondhand dealers, precious metals dealers, pawnbrokers, and junk dealers, shall obtain a City of Port St. Lucie business tax receipt from the city before engaging in business, as required by Section 111.45, Port St. Lucie Code of Ordinances.

Sec. 116 .05. - Recordkeeping requirements.

(a) The City of Port St. Lucie Police Department shall designate an electronic reporting system for all pawn and secondhand dealer transactions, and shall provide copies of the electronic reporting system software to all pawnbrokers and secondhand dealers, as necessary.

(b) A pawnbroker shall comply with the recordkeeping requirements set forth in Section 539.001(9), Florida Statutes, including but not limited to electronic transfer to the Port St. Lucie Police Department of all pawn transactions using the electronic reporting system designated by the chief of police.

(c) In addition to the recordkeeping requirements set forth in Section 538.04, Florida Statutes, secondhand dealers shall also comply with the recordkeeping requirements set forth in this section.

(d) A second hand dealer as defined in this chapter shall provide an electronic transaction of all articles of any kind purchased or received using the electronic reporting system designated by the police department pursuant to Sections 538.04 and 539.001(9), Florida Statutes. The electronic transaction record shall at all times during business hours be open to the inspection of the police department. The report shall be a full, true, and complete report of all goods, wares, merchandise, or things received on deposit or purchased the previous day. The report shall contain the following:

- (1) The time, date, and place of the transaction.
- (2) A complete and accurate description of the goods acquired, including digital images, any serial numbers, manufacturer's numbers, or other identifying marks or characteristics.
- (3) A description of the person from whom the goods were acquired, including:

ENCLOSURE 3

Select Year:

The 2016 Florida Statutes

Title XXXIII
REGULATION OF TRADE, COMMERCE,
INVESTMENTS, AND SOLICITATIONS

Chapter 538
SECONDHAND DEALERS AND
SECONDARY METALS RECYCLERS

[View Entire
Chapter](#)

538.19 Records required; limitation of liability.—

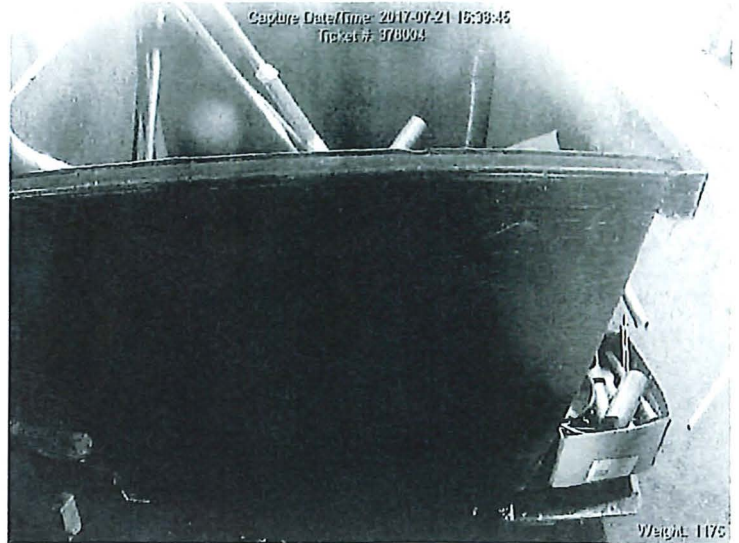
(1) A secondary metals recycler shall maintain a legible paper record of all purchase transactions to which such secondary metals recycler is a party. A secondary metals recycler shall also maintain a legible electronic record, in the English language, of all such purchase transactions. The appropriate law enforcement official may provide data specifications regarding the electronic record format, but such format must be approved by the Department of Law Enforcement. An electronic record of a purchase transaction shall be electronically transmitted to the appropriate law enforcement official no later than 10 a.m. of the business day following the date of the purchase transaction. The record transmitted to the appropriate law enforcement official must not contain the price paid for the items. A secondary metals recycler who transmits such records electronically is not required to also deliver the original or paper copies of the transaction forms to the appropriate law enforcement official. However, such official may, for purposes of a criminal investigation, request the secondary metals recycler to make available the original transaction form that was electronically transmitted. This original transaction form must include the price paid for the items. The secondary metals recycler shall make the form available to the appropriate law enforcement official within 24 hours after receipt of the request.

(2) The following information must be maintained on the form approved by the Department of Law Enforcement for each purchase transaction:

- (a) The name and address of the secondary metals recycler.
- (b) The name, initials, or other identification of the individual entering the information on the ticket.
- (c) The date and time of the transaction.
- (d) The weight, quantity, or volume, and a description of the type of regulated metals property purchased in a purchase transaction.
- (e) The amount of consideration given in a purchase transaction for the regulated metals property.
- (f) A signed statement from the person delivering the regulated metals property stating that she or he is the rightful owner of, or is entitled to sell, the regulated metals property being sold. If the purchase involves a stainless steel beer keg, the seller must provide written documentation from the manufacturer that the seller is the owner of the stainless steel beer keg or is an employee or agent of the manufacturer.
- (g) The distinctive number from the personal identification card of the person delivering the regulated metals property to the secondary metals recycler.
- (h) A description of the person from whom the regulated metals property was acquired, including:



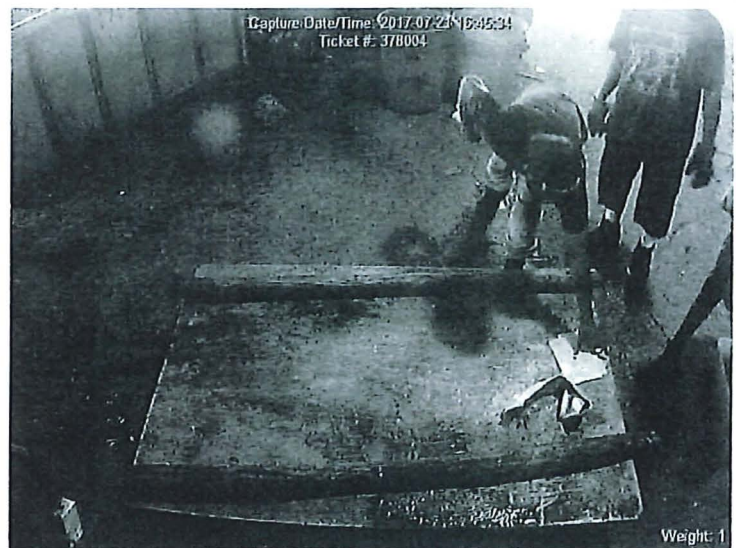
Ticket/Line Num 378004 01 Image Name IMG_1993681.j
Event Code Tare(warehouse)



Ticket/Line Num 378004 01 Image Name IMG_1993684.j
Event Code Gross(warehouse)



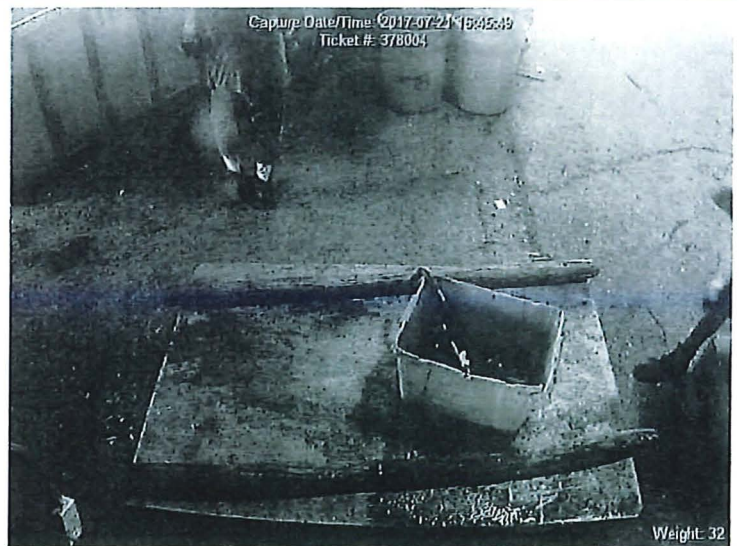
Ticket/Line Num 378004 02 Image Name IMG_1993685.j
Event Code Gross(warehouse)



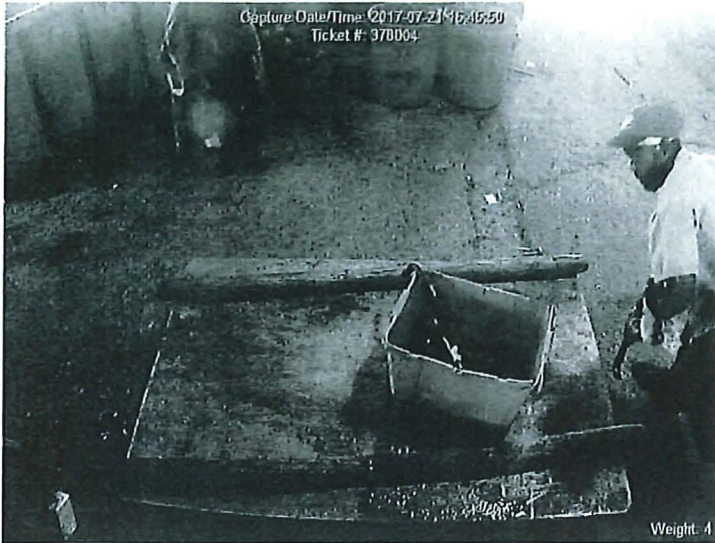
Ticket/Line Num 378004 03 Image Name IMG_1993686.j
Event Code Gross(warehouse)



Ticket/Line Num 378004 04 Image Name IMG_1993687.j
Event Code Gross(warehouse)



Ticket/Line Num 378004 05 Image Name IMG_1993688.j
Event Code Gross(warehouse)



Ticket/Line Num 378004 05 Image Name IMG_1993689.j
Event Code Tare(warehouse)



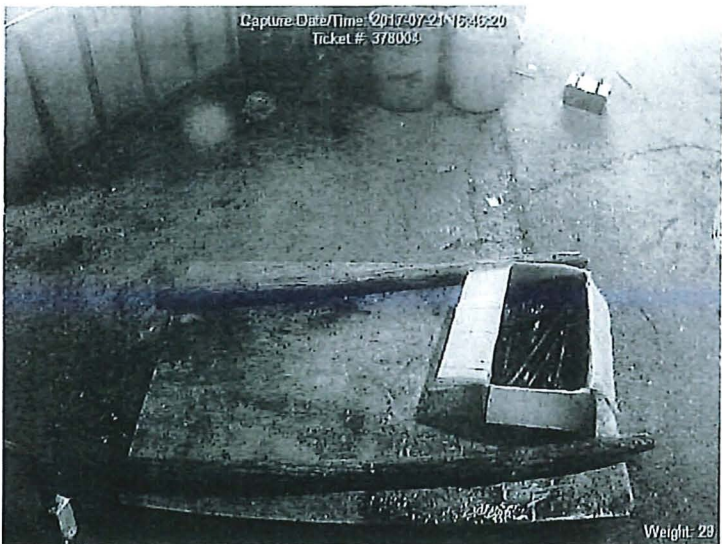
Ticket/Line Num 378004 06 Image Name IMG_1993690.j
Event Code Gross(warehouse)



Ticket/Line Num 378004 07 Image Name IMG_1993691.j
Event Code Gross(warehouse)



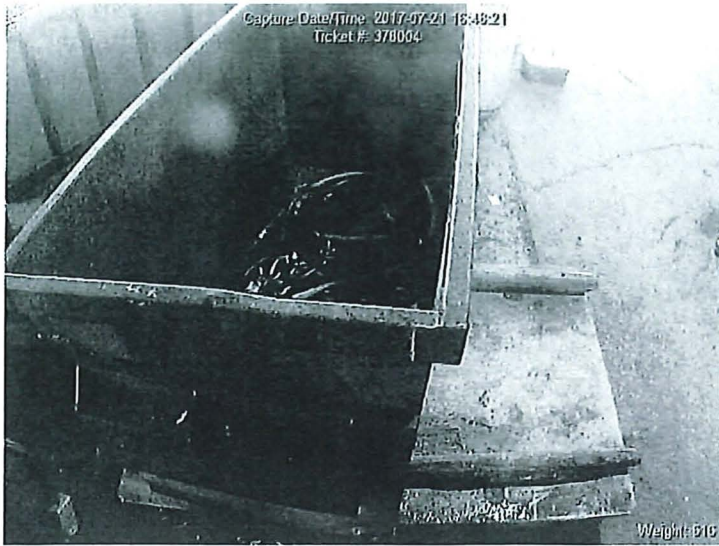
Ticket/Line Num 378004 07 Image Name IMG_1993692.j
Event Code Tare(warehouse)



Ticket/Line Num 378004 08 Image Name IMG_1993693.j
Event Code Gross(warehouse)



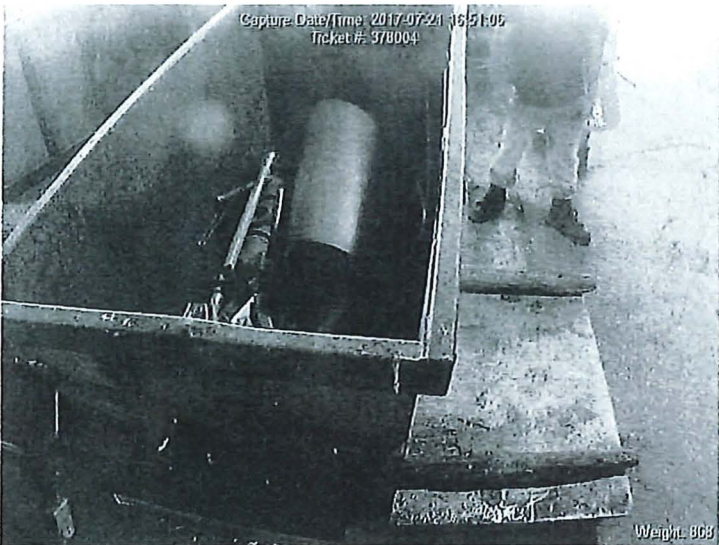
Ticket/Line Num 378004 08 Image Name IMG_1993694.j
Event Code Tare(warehouse)



Ticket/Line Num 378004 09 Image Name IMG_1993695.j
Event Code Tare(warehouse)



Ticket/Line Num 378004 10 Image Name IMG_1993696.j
Event Code Gross(warehouse)



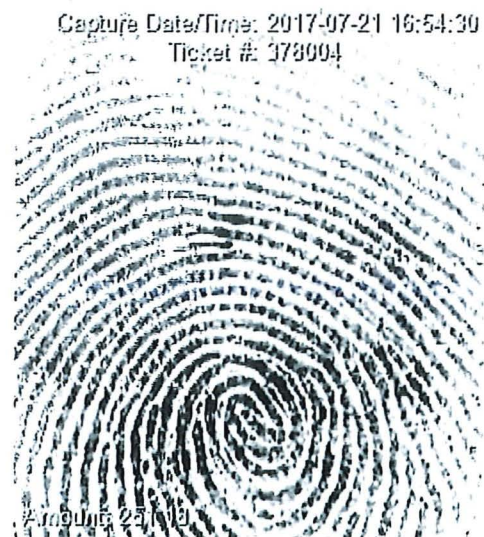
Ticket/Line Num 378004 09 Image Name IMG_1993697.j
Event Code Gross(warehouse)



Ticket/Line Num 378004 11 Image Name IMG_1993698.j
Event Code Gross(warehouse)



Ticket/Line Num 378004 Image Name IMG_1993701.j
Event Code FINGERPRINT CAPTURE



Ticket/Line Num 378004 Image Name IMG_1993704.j
Event Code FINGERPRINT CAPTURE