

CITY OF FORT PIERCE

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, March 12, 2018 - 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. Discussion of Little Jim's Bait and Tackle Future Lease with the City of Fort Pierce.
 - b. Parks Advisory Committee presentation on dog friendly beach.
 - c. Economic Impact and Visitor Tracking Study Presentation - Charlotte Bireley, St. Lucie County Tourism Manager
 - d. FPUA Special Warranty Deed and Easement - John Tompeck, Director of Utilities
 - e. Financial Policies Discussion - Johnna Morris, Director of Finance
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) 467-3065 at least 48 hours prior to the meeting.

City Commission Conference Agenda

4.a.

Meeting Date: 03/12/2018

Re: Little Jim's Bait and Tackle Future Lease

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Discussion of Little Jim's Bait and Tackle Future Lease with the City of Fort Pierce.

Attachments

Memo re: RFP

Little Jim's Bait and Tackle Future Lease

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/02/2018 12:15 PM
City Manager	Nick Mimms	03/02/2018 12:15 PM
Form Started By: Kaitlyn Ballard		Started On: 02/27/2018 08:42 AM
Final Approval Date: 03/02/2018		



TO : The Honorable Mayor and Members of the City Commission

FROM : James M. Messer, City Attorney

RE : Little Jim's Bait & Tackle

DATE : March 9, 2018

In order to ensure a complete analysis of the subject issue for the upcoming Conference Agenda, I have conducted a more detailed review of the potential terms of the proposed Request for Proposal (RFP) to supplement my previous memorandum of February 23rd, 2018.

At issue are two proposed terms of the RFP:

- (1) A term that offers the successful bidder an opportunity to negotiate the purchase of the inventory of the current tenants.
- (2) A term that permits the current tenants to participate in the evaluation and selection process by stating "[T]he successful bidder will, on acceptance by City and the current Lessee"

As part of the review, I have consulted extensively with other municipalities, including a procurement expert. Although there does not appear to be a specific legal prohibition against the inclusion of the terms, the terms could be construed to be at odds with basic principles of fairness and arm's length business transactions.

Based on these discussions, I would recommend an extremely cautious approach to the inclusion of terms that would extend an opportunity to the successful bidder to either purchase the current tenant's inventory or to allow the current tenants to participate in the selection process. Those terms are subject to legal and ethical challenges because they serve little or no municipal purpose.

In regard to the purchase of the inventory, Florida Constitution, Article VII, section 10, prohibits a municipality from using its credit or influence to benefit a private entity. The purpose of this section is to protect public funds and resources from being exploited in assisting or promoting private ventures when the public would at most be incidentally benefitted.

A challenger to the bid award could well claim that the City used its authority and resources to benefit a private entity's interests by requiring the bidder to purchase the current tenant's inventory. Caution should be exercised to ensure that opportunity does not translate to requirement in the eyes of a prospective bidder.

As to the second issue regarding participation of the current tenants in the selection process, most municipalities prohibit any individual or entity with a financial interest in the results from participating in the reviewing, ranking and selection of proposals. As a practical example, a person who has placed a bet on the outcome of a sporting event is not permitted to referee the game. It, therefore, becomes less of a matter of law and more of a matter of fundamental fairness and ethics.

Similarly, the City's Code at section 2-72(b) states that "[i]t shall be unethical for any city employee to participate directly or indirectly in a procurement contract when the city employee knows that: (1) [t]he city employee or any member of the city employee's immediate family has a financial interest pertaining to the procurement contract."

The City should extend this principal to any participant in the procurement process with a financial interest in order to ensure that there is no unfair advantage; be it real or perceived.

Any participation by an individual with a financial interest in the procurement process exposes the City to a bid award challenge based on the real or perceived bias, prejudice and/or unfair self-interest of the participating individual because of that very same financial interest.

Alternatively, the City could include a provision in the RFP that would allow the successful bidder, at its option, to contract separately with the current tenant for the purchase of its inventory. The City should not, however, be a party to these negotiations or any resulting contract.

cc Nicholas C. Mimms, P.E., City Manager
Linda Cox, City Clerk
Johnna Morris, Finance Director



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*

TO : Nicholas C. Mimms, P.E., City Manager
FROM : James M. Messer, City Attorney
RE : Little Jim's Bait & Tackle
DATE : February 23, 2018

The attached draft of a request for proposal for the "Assumption of Option on and Extension to Lease" of Little Jim's Bait & Tackle located at N Causeway Dr seeks to provide for the successful bidder to assume the current lease of the current tenant which expires on March 1, 2025, provides for an extension of the lease for an additional thirteen (13) years, and requires certain construction to be completed during that time period.

This office's review is limited to the legality of such an RFP and not to the substance of the specific conditions in the proposal. Although there is no legal objection to such a structured proposal, it appears to be less complicated to simply go out for bid for a new 20 year lease with construction requirements. It should also be noted that any lease greater than one (1) year should comply with the attached City policy.

Despite this office's lack of legal objection to structuring an RFP in such a manner, it defers to the Purchasing Department for review, comment and formatting to comply with the City's governing procurement laws.

Additionally, this office defers to the City's and Purchasing's decision regarding the proposal for current tenant's involvement in the selection and negotiation process, but such a provision would appear to be unusual.

Finally, because the proposal includes construction, it is recommended that it be routed to the Planning, Building, Engineering and Public Works Department for input once it is determined that the City Commission desires to seek such bid.

Attachment

cc: Linda Cox, City Clerk
Johnna Morris, Finance Director
Gelencia Carter, Purchasing Manager

"ACKNOWLEDGED"
x
2/23/18

RECEIVED
TIME
FEB 23 2018
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

**POLICY FOR THE DISPOSITION OF CITY-OWNED REALPROPERTY OR LEASES
GREATER THAN ONE YEAR.**

(See also City Charter, Sections 13(a) and (b))*

1. The City Manager or appointed designee will identify any real property to be declared surplus for disposal.
2. Prior to being declared surplus property and offered for sale, the Procurement Department will receive a signoff from City departments within 10 days of receipt indicating that there is no existing or future use for said property.
3. All real property to be sold or leased must be declared surplus by the City Commission via Resolution at a public meeting.
4. All real property must have an appraisal prior to sale. The appraisal of the property should not be older than 360 days unless approved by the City Manager.
5. In accordance with the Charter, Section 13(a), notice of any proposed sale or lease of surplus property shall be published once a week for two (2) consecutive weeks in some newspaper of general circulation published in the said city, calling for bids for the lease or purchase of the real estate so advertised to be leased or sold.
6. Such notice, and any additional notices used to solicit bids including an RFP, advertising/marketing tools, and real estate listings, shall clearly state all terms and conditions or factors that will be considered when evaluating bids, including but not limited to:
 - Any price or terms and conditions the City Commission shall deem proper;
 - Detailed statement regarding proposed use for the property;
 - Economic impact;
 - Job creation;
 - Timeline for any and all development, renovations, repairs and/or demolition;
 - Statement that any proposed use conforms to all land development regulations and building codes, or any variances required;
 - Any proposed deed restrictions, reversionary clauses, and/or covenants; and
 - Any deposit or surety bond to be given with each bid submitted in such form and in such amount as required by the City Commission.
7. Upon receipt of any bids, and in accordance with City Code, Chapter 2, Section 2-223(4), the bids shall be submitted to the Planning Board for its recommendation, provided, however, the City Commission shall have authority to overrule the disapproval of the board on any such proposal.
8. Any bid, along with the Planning Board recommendation, shall be presented to the City Commission for final approval. Per the Charter, Section 13(a), the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted unless the City Commission shall reject any and all bids.

9. After approval by City Commission all information is forwarded to the Title Company for preparation of the deed and the closing. Originals returned to City Clerk. Copies of all the documents are forwarded to Purchasing and Finance.

*This policy applies to the sale or lease of certain city owned real property to a private individual or entity, and does not apply to: (1) the exchange of property by the City for other real or personal property owned by another (*see* Charter, § 13(c)); (2) the conveyance or lease of property to the United States of America, or any department or agency thereof, the State of Florida or any political subdivision or agency thereof, or any Florida municipality (*see* Charter, § 13(d)); or (3) to the types of dispositions outlined in the Charter, Sections 13(e) through (g).



CITY ATTORNEY USE ONLY

Date Received:	02/16/2018
Assigned To:	CV
File:	
Due Date:	02/20/2018
Hours:	

REQUEST FOR LEGAL SERVICES

To: CITY ATTORNEY

SUBMITTED BY: KAITLYN BALLARD, ADMINISTRATIVE ASSISTANT *KMB*

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER *ncm*

RE: Little Jim's Bait & Tackle

DATE: FEBRUARY 16, 2018

Service Required: (please circle or underline)

<u>Review Documents</u>	Draft Document	Written Opinion Requested
Attend Meetings	Advise	Other:

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

- Brief statement of the nature of the request or problem:** Please review the attached document sent by Robert J. Gorman & Associates P.A. regarding Little Jim's Bait & Tackle.
- Discussion of the implications and the possible impact if not apparent from preceding information:** This request originates from documentation sent to the City Manager's Office from Little Jim's Bait & Tackle's Attorney.
- Time considerations and their significance:** Please review documents at your earliest convenience.
- Are City funds required? If so, list approvals obtained for expenditure of funds:** (e.g., purchasing approval, Commission Approval at [date] Regular Meeting, finance approval.)
- Factual background:** (Outline the facts related to the underlying matter to provide context for the request.)
 - Location
 - Phase of Construction
 - Parties Involved

6. List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):

- Letter from Robert J. Gorman & Associates P.A. regarding Little Jim's Bait & Tackle.

7. Identify prior legal assistance on this or a related matter and the attorney who handled it:

8. If this is a request for review of a contract, provide the following:

- List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** (This office is not responsible for reviewing either the accuracy or value of the business terms and conditions or product specifications of the contract as agreed upon between the department and contractor. However, this office is available to negotiate the terms as desired by the City upon request.)
- Insurance requirements that differ from the City's template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.)

CITY ATTORNEY USE ONLY			
Routed for Review	Date	Response Deadline	Response

ROBERT J. GORMAN & ASSOCIATES, P.A.

A Professional Association

1209 Delaware Avenue

Fort Pierce, Florida 34950-4049

(772)465-5311 / (772)465-5722 Fax

COURT FILINGS ONLY - courtdocs@rjgpa.com and support@rjgpa.com

Robert J. Gorman, Esquire • bob@rjgpa.com

<input type="checkbox"/> U.S. Mail	<input type="checkbox"/> Fax Transmission @ _____ : _____ # _____	<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Overnight Delivery	<input type="checkbox"/> Hand Delivery
()	Pages _____	<input type="checkbox"/> E-mail		<input type="checkbox"/> Pick Up

February 12, 2018

Nick Mimms
City Manager
100 N. U.S. Highway 1
Fort Pierce, FL 34950

RECEIVED
TIME _____

FEB 12 2018

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

RE: Little Jim's Bait & Tackle

Dear Mr. Mimms:

This office represents Little Jim's Bait & Tackle in connection with the ongoing efforts to obtain city approval of its assignment of its remaining lease term to a successful bidder of that and extended lease on the premises currently leased by Little Jim's Bait & Tackle from the City of Fort Pierce. I know that you are familiar with Richard and Rita King who had meetings with you, Commissioners and others in the city pertaining to this matter before my involvement.

In working with them in this, I have visited with most of the Commissioners and others and have quoted a proposal that I understand had earlier been raised by one of the Commissioners.

It is my understanding that you are making time available on February 15th to meet with Mr. and Mrs. King. I hope to attend that as well but due to prior commitments, it will depend upon the time that the meeting is set. In case I do not make it to the meeting, but more importantly to present something to you prior to that meeting and perhaps have the Little Jim's matter and bid process placed on the upcoming agenda for the City Commission at its February 20th, 2018 meeting.

The request for proposal that we are asking the city to advertise and seek would be as to the assignment and assumption of the existing lease hold interest, together with and extension of

lease for an additional 13 years and a list of required works which would greatly expand, improve the facilities and, in my mind, most importantly, upgrade the sanitary facilities by constructing new bathrooms and connecting the facility to city sewer system; all at the cost of the successful bidder.

The advantage to the city in doing this is that it will see a much earlier improvement to that facility and particularly the shutting down of the septic system which the city can realize in a matter of months to a year as opposed to more than seven (7) years under the current lease and operation. It would be gain for all parties and assure the continued success of this locally historic place.

I have taken the liberty of preparing a basic request for proposals, patterned largely after the original for Little Jim's and added to it elements that the city can make as condition. In that manner the cities benefit of the connection to sewer and improved restroom facilities, parking lot improvement and storm water protection.

I look forward to working with you and the commission and staff towards a successful process and improvements that will not only enhance this historic location but provide environmental protections.

Very truly yours,



Robert J. Gorman

RJG/trm

REQUEST FOR PROPOSALS NO. ____
ASSUMPTION OF OPTION ON AND EXTENSION TO
LEASE OF CITY OWNED PROPERTY, BUILDINGS & DOCKS
STATEMENT OF WORK

PURPOSE

The City of Fort Pierce, Florida (herein referred to as the “City”) invites qualified parties to submit a Request for Proposal (RFP) for assumption/acquisition of Option on Existing Lease with extension for a multi-year lease with proposed uses a parcel of City owned property including buildings and docks, located south and east of State Highway A-1-A leading to the North Beach, and commonly known as Little Jim’s.

Proposals are due on or before 3:00 PM, TUESDAY, MARCH _____, 2018. Eleven (11) complete sets of sealed proposals (one original and ten copies) should be mailed or delivered to:

Delivery Address

**City of Fort Pierce
Procurement Dept., 1st Floor
100 North U.S. Highway 1
Fort Pierce, FL 34950**

Mailing Address

**City of Fort Pierce
Procurement Dept., 1st Floor
P.O. Box 1480
Fort Pierce, FL 34954-1480**

CITY BACKGROUND

As one of the oldest communities on the east coast of Florida, Fort Pierce has borne witness to the changing tides of history, as well as the changing tides of the Atlantic Ocean, for over 104 years. The days of one-room log houses and quiet river commerce has given way to diverse possibilities as the City has grown to over 39,000 residents and encompasses 26 square miles (with expansion to 55 square miles in the future) and has three (3) major highways (Interstate 95, Florida Turnpike and U.S. Highway 1) which service our City. The echoes of the rural past can still be felt in the peaceful quality of the lives of our residents lead just a short distance from the hustle and bustle of both West Palm Beach and Orlando. Ours is a diverse yet neighborly community, embracing both the richness of our heritage and the promise of the future in St. Lucie County Downtown, within sight of the timeless waters of the Indian River Lagoon, affords our residents contemporary shopping and dining and a range of entertainment and activities.

Modern educational and research facilities, like top-ranked Indian River Community College, the \$6 million Smithsonian Institute Research Center, Manatee Observation and Education Center, and Harbor Branch Oceanographic Institute, live in harmony with the completely renovated 1925 City Hall and the restoration and successful operation of the historic, 1,200 seat Sunrise Theatre, which serves as a regional performing arts center.

The community’s vision for the future captures our rich, colorful history and blends it – beautifully – into the spirit of modern life.

SCOPE OF WORK

1. To enter into, assume and exercise an existing option on the current lease (7 years +/- remaining) and an extension of a multi-year lease with proposed uses of City owned land as described in the attached map with legal description. The current Lessee has constructed, reconstructed buildings, docks and premises and installed equipment and improvements that will remain on premises per lease effective dated March 1, 2010. Certain improvements and Works are to be incorporated and completed by the proposer.

Required Works Include:

1. Construct new bathrooms building.
2. Connect all facilities to municipal sewer facility (may require pumping to lift station off site).
3. Upgrade electrical and plumbing; install grease trap.
4. Construct commercial kitchen with commercial hood and appropriate accessories, and walk-in freezer.
5. Construct additional tiki(s)/deck to add approximately 200 additional seats.
6. Repair and extend existing docks.
7. Re-configure, improve parking to accommodate required for expanded seating.

Additional Optional Works:

- (1) Landscaping improvements.
- (2) Mosquito control facilities.
- (3) Security systems.
- (4) Negotiate with existing Lessee to obtain name, telephone number, website and Similar.
- (5) Additional facilities, amenities and operations.

All works must maintain historical integrity of Little Jim's as a 'locals' place, laid-back old Florida; yet tourist friendly and a must-see destination.

The successful bidder will, on acceptance by City and current Lessee, purchase existing option on and assignment of current lease at higher of existing option price or bidder's option price offer.

The successful bidder will have an opportunity to negotiate with Little Jim's Bait & Tackle, Inc, for additional consideration, the acquisition of trade name, good will, telephone number, website, email address, current inventory, mementos of history of site and nearby areas.

Additional information related to existing lease, Lessee information, including opportunity to review premises and site facilities and conditions will be made available at pre-bid meeting.

A. The successful bidder will need to continue operation of "Little Jim's" as a bait & tackle shop, small marina, small grill/café, marine fuel dispenser subject to operating parameters relating to dates and hours of operation.

Any questions pertaining to this proposal must be submitted in writing seven (7) days prior to proposal opening to the attention of the Director of Procurement at the following address:

Director of Procurement
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax (772) 595-9948
Email: _____@ci.fort-pierce.fl.us

INSTRUCTIONS FOR PREPARING PROPOSALS

RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

- A. Letter of Transmittal – This letter will summarize in a brief and concise manner, the proposer's understanding the Scope of Work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses and telephone numbers of such persons. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed two pages in length.

- B. Organization Profile and Qualifications – The section of the proposal must describe the proposer, including the size, range of activities, etc. The proposer must emphasize its expertise in, and experience with, similar programs. The proposal must identify the primary individuals responsible for supervising the work. The proposer shall provide the City of Fort Pierce with the resumes of the primary individuals. The proposal must also include recent and pertinent references, including contact name, telephone number and address.
- C. General Information – The RFP shall include general information regarding the firm’s experience relative to operation of proposed uses.
- D. Scope of Work – This section of the proposal should explain the Scope of Work as understood by the proposer and detail the approach, activities and work products. A timeline for performance/completion of Work should be included.
- E. Financial - The amount proposer offers to current Lessee for assignment and assumption of current lease with just under seven (7) years remaining, additional amounts proposer is offering City during remainder of term, additional term proposed, rental and other payments during extended multi-year lease extension.
- (The proposer may use the included BID FORM)
- F. Additional Data – Any additional information that the proposer considers pertinent for consideration should be included in a separate section of the proposal.

EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA

- A. General – Proposals will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the proposal itself, the qualifications of the applicant, and the resulting final negotiated agreement. The City’s decision in these matters shall be final and binding.

The City’s evaluation will include, but shall not be limited to, consideration of the following:

1. Verification of availability of qualified personnel.
2. Past performance records from city or other cities where same services were provided with accomplished results.
3. Ability to meet set standards.
4. Qualifications of the Proposer/Bidder.

5. Expertise of human resources.
6. Experience.
7. Time frames and delivery dates.
8. Past contracts with the City.
9. Related experience in the City of Fort Pierce.
10. References.

Selection – The City of Fort Pierce shall evaluate the written proposals submitted by the firms regarding the proposed project and shall conduct discussions with, and may require presentations from qualified firms regarding their qualifications, and ability to furnish the required service.

BID FORM

Consideration to current Lessee for remaining Lease Term \$ _____

Other Considerations:

Additional consideration to City; if any, in addition to lease payments for remaining Lease Term \$ _____

Rental Payments to City for extensions of Current lease upon termination of current lease \$ _____

Proposed time line for completion of required Works

Construct new bathrooms/connect to sewer _____

Construct additional kitchen facilities _____

Construct additional Tiki/deck _____

Total additional seating _____

Repair/extend docks _____

Reconfigure/improve parking _____

City Commission Conference Agenda

4.b.

Meeting Date: 03/12/2018

Re: Parks Advisory Committe presentation on dog friendly beach

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

SUBJECT:

Parks Advisory Committee presentation on dog friendly beach.

Attachments

Parks Advisory Committee Presentation

Form Review

Inbox

City Manager

Form Started By: Mike Reals

Final Approval Date: 03/02/2018

Reviewed By

Nick Mimms

Date

03/02/2018 12:14 PM

Started On: 01/09/2018 11:03 AM

CITY OF FORT PIERCE

PARKS ADVISORY COMMITTEE

**REPORT TO THE MAYOR
AND
CITY COMMISSION**



Should the City of Fort Pierce provide a dog-friendly beach?

Presented by Committee Members:

Annette Brown

Charlene Adair

Patty Reconco

Joe Hayek

John Smith

Jim Podsedly

Martha Wright

Mike Reals, Public Works Director

Kay Czarnecki, Support

City of Fort Pierce Parks Advisory Committee Report to the Mayor and City Commission

- **Current Overview**
- **Actions Taken**
- **Information Gathered**
- **Recommendations**

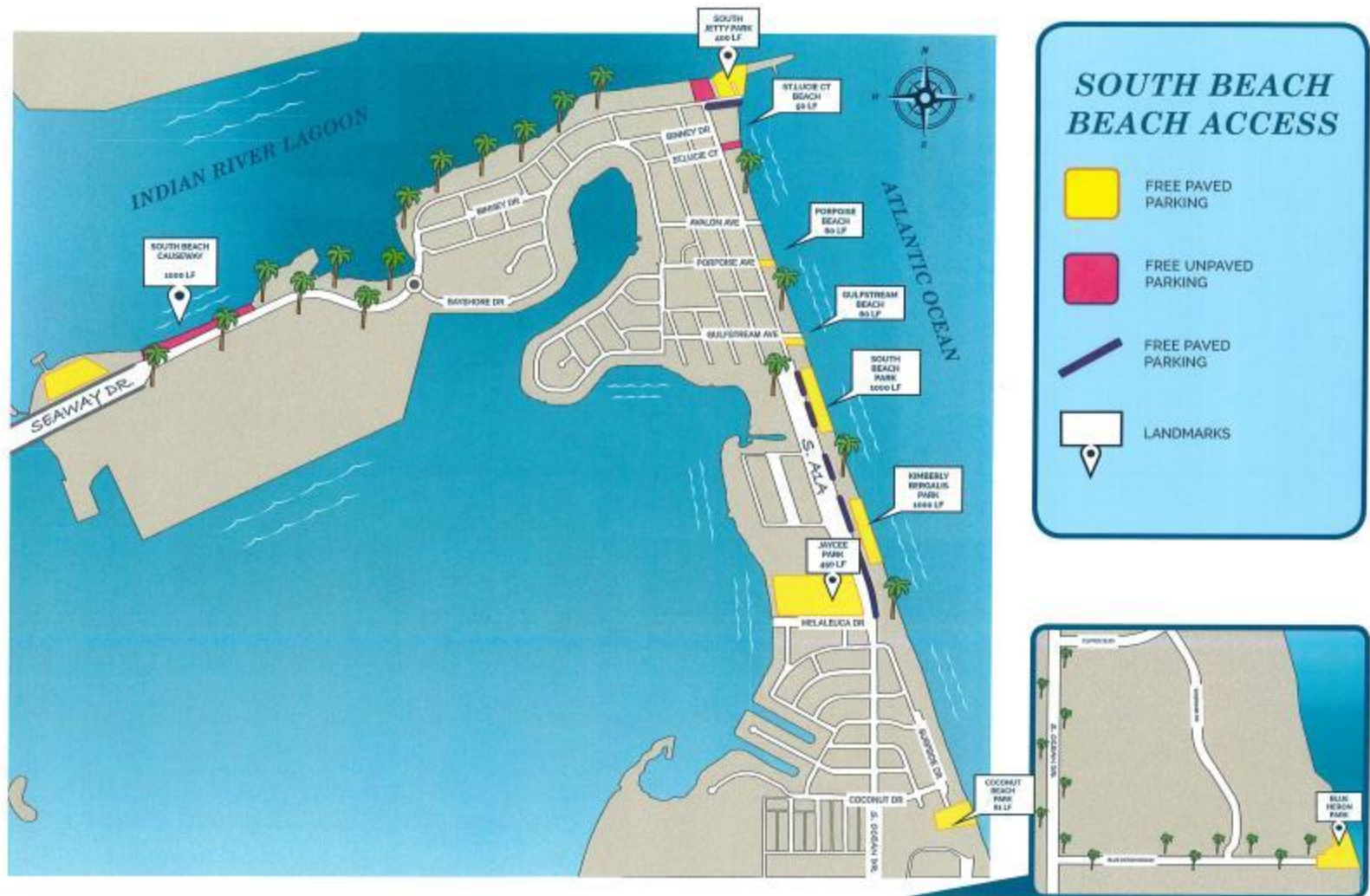
Current Overview

Fort Pierce does not have any dog-friendly beaches or beach parks (Ordinance 12-202) and owns/maintains 9 waterfront parks that total 15.77 acres and have approximately 5100 linear feet of beach frontage.

Enforcement of this ordinance is inconsistent and ineffective, causing concern from citizens on both sides of the issue of whether to allow dogs on our beaches and in our parks. Several dog attacks have occurred.

St. Lucie County has one dog-friendly beach and park: Walton Rocks, which is self-policed, very successful, and provides restrooms, showers, picnic areas, parking, and space (about 24 acres) for non-aggressive dogs to run off-leash.

SOUTH BEACH ACCESS

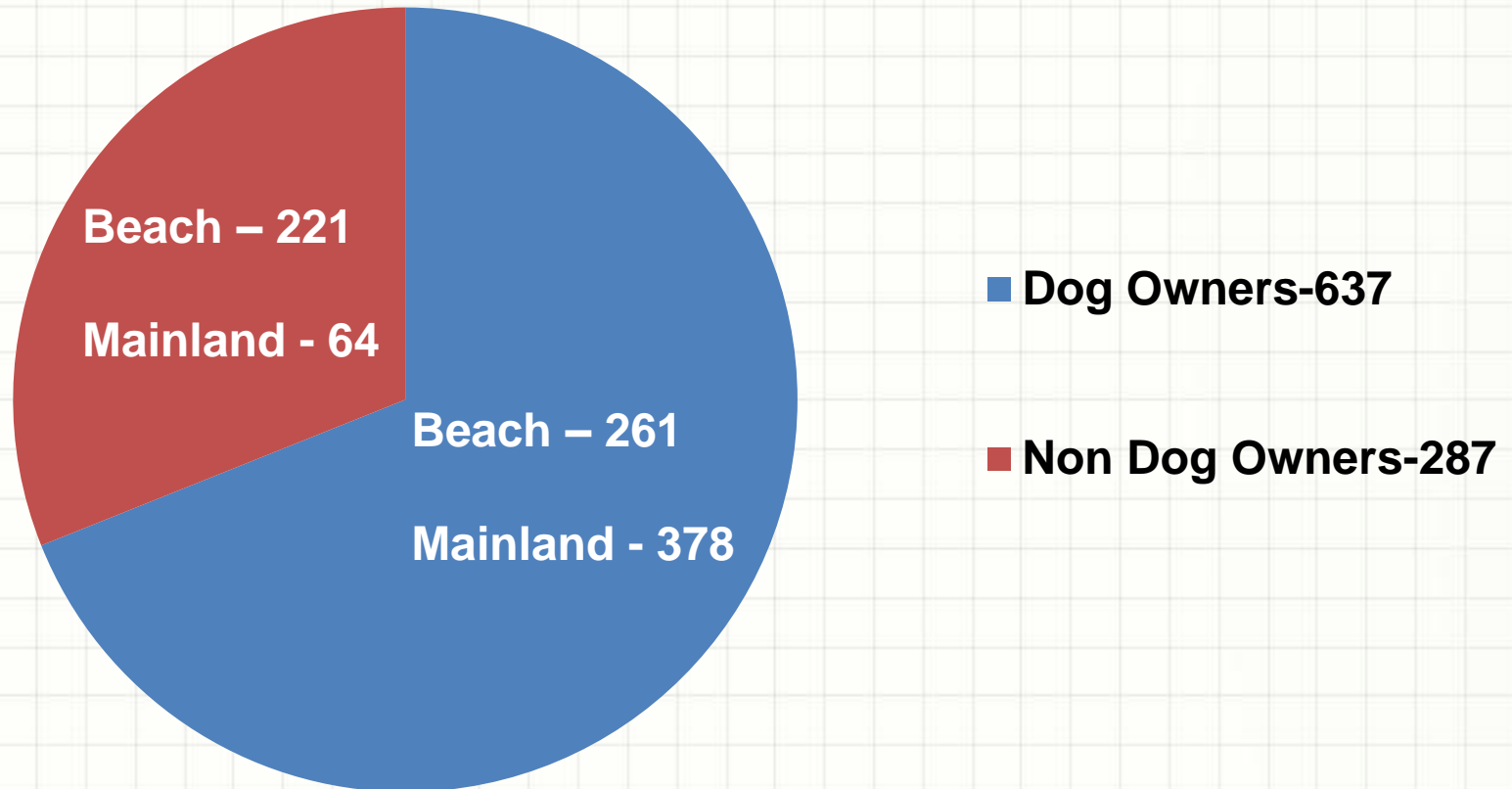


Actions Taken

- **Developed a Dog-Friendly Beach Survey in order to collect information from the citizens on this issue, resulting in a very successful response of 924 citizens**
- **Promoted the Survey to ensure a maximum number of citizens participated through the City website and social media, such as the SBA newsletter, Nextdoor, and Facebook**
- **Analyzed and discussed the results of this survey**
- **Formulated recommendations based on this data**

Information Gathered

Respondents



People on the beach responded whether they had dogs or not whereas people on the mainland responded much more strongly if they own a dog. This makes sense since people on the beach would be impacted whether they own a dog or not.

Information Gathered

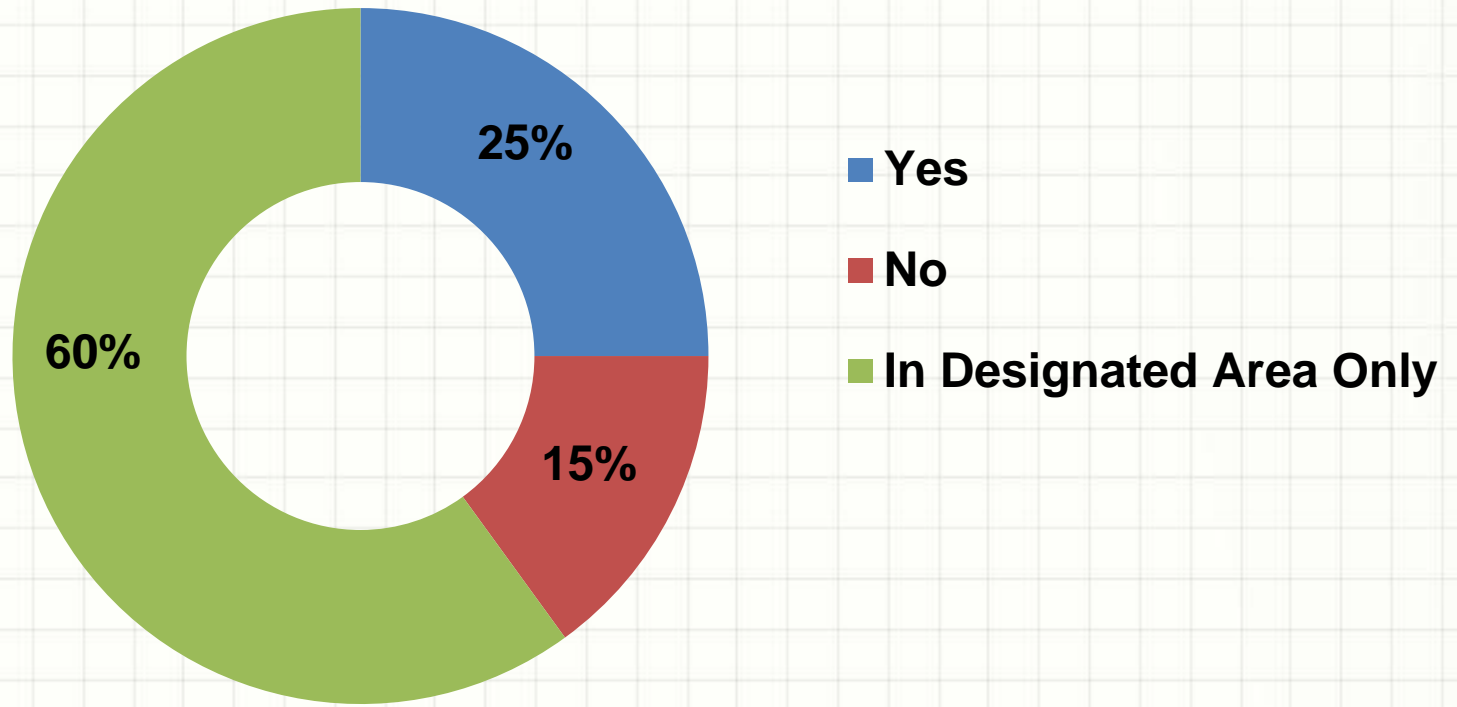
- Respondents were equally divided between those who frequent a dog beach and those who do not.
- Most of those who frequent a dog beach are dog owners.
- *45% of dog owners do not frequent a dog-friendly beach.*

Information Gathered

- **37% of dog owners said they frequent a beach where leashes are required – this indicates misunderstanding, since there are no dog-friendly beaches requiring leashes within the City of Fort Pierce.**
- **29% of dog owners would not take their dog to the beach if leashes were required.**

Information Gathered

Should Dogs Be Allowed on any Beach?



Information Gathered

**The top 3 things Important to a successful dog-friendly beach:
(All Respondents)**

- 1. Parking**
- 2. Location (walkable)**
- 3. Restrooms**

Information Gathered

**The top 3 things Important to a
successful dog-friendly beach:
(Dog Owners)**

- 1. Parking**
- 2. Dogs off leash**
- 3. Restrooms**

(location was 7th out of 8)

Information Gathered

The issues that related to dog-friendly beaches that concerned all respondents were:

- 1. Cleanliness**
- 2. Dog Conflicts**
- 3. Safety**

Recommendations

- **This Committee concludes that the City does not have adequate space and facilities to recommend having a dog-friendly beach.**
- **The data from the citizens does not support an urgency to have a dog-friendly beach within the City.**
- **We recommend increased promotion of Walton Rocks in City marketing literature, websites, social media, etc.**
- **Consistent enforcement of the City Ordinance will eliminate much of the confusion and misinformation surrounding this issue. This includes additional signage, law enforcement, and code enforcement.**



Discussion and Questions

City Commission Conference Agenda

4.c.

Meeting Date: 03/12/2018

Re: Tourism Study

SUBJECT:

Economic Impact and Visitor Tracking Study Presentation - Charlotte Bireley, St. Lucie County Tourism Manager

Attachments

Study

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 03/02/2018

Reviewed By

Nick Mimms

Date

03/02/2018 12:15 PM

Started On: 01/24/2018 09:42 AM

Visit St. Lucie

Visitor Tracking & Economic Impact Study

FY 2017 (Oct 2016 – Sept 2017)



Methodology

- Visitor Tracking Study
 - Internet surveys with hotel visitors & in-person interviews in public areas & at events around St. Lucie County
 - Sample size – 3,460 completed interviews
- Target individuals
 - Visitors to St. Lucie County
- Data Collection: Oct 2016 – Sept 2017

Tourism Matters to St Lucie County



\$801,665,800

Economic Impact

Tourism Matters to St Lucie County

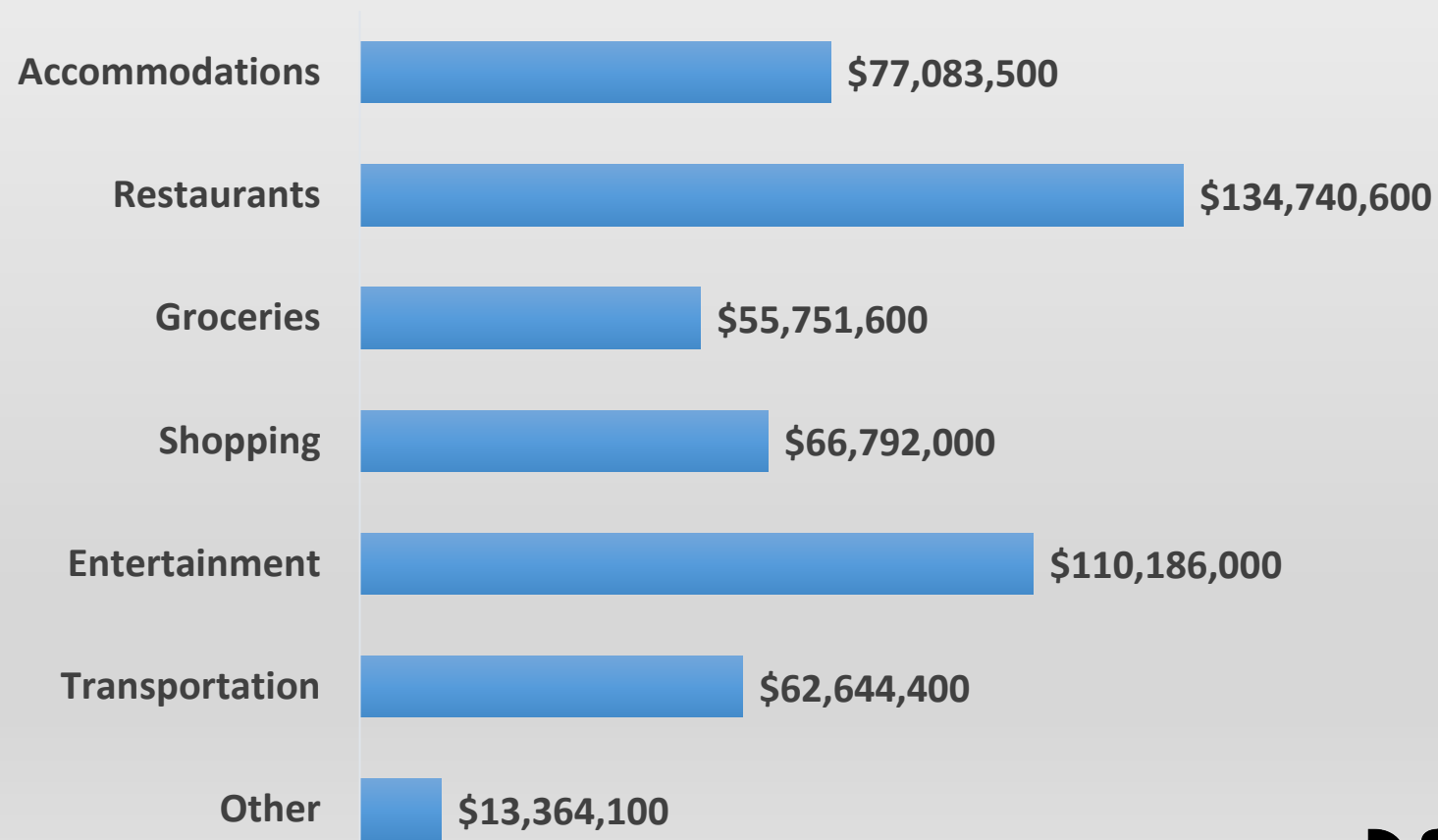


\$520,562,200

Direct Spending

Visitors' Direct Spending

St. Lucie County Visitors spent **\$520,562,200** in FY 2017



Mets Spring Training Travel Party Spending

Travel parties spent **\$378** a day / **\$1,361** total on their trip

Expense Categories	Spend per Day	Spend per Trip
Accommodations	\$116	\$418
Restaurants	\$93	\$334
Groceries	\$13	\$47
Shopping	\$20	\$72
Entertainment	\$124	\$446
Transportation	\$11	\$40
Other	\$1	\$4
Total	\$378	\$1,361

Total Number of Visitors in 2017

1,195,560



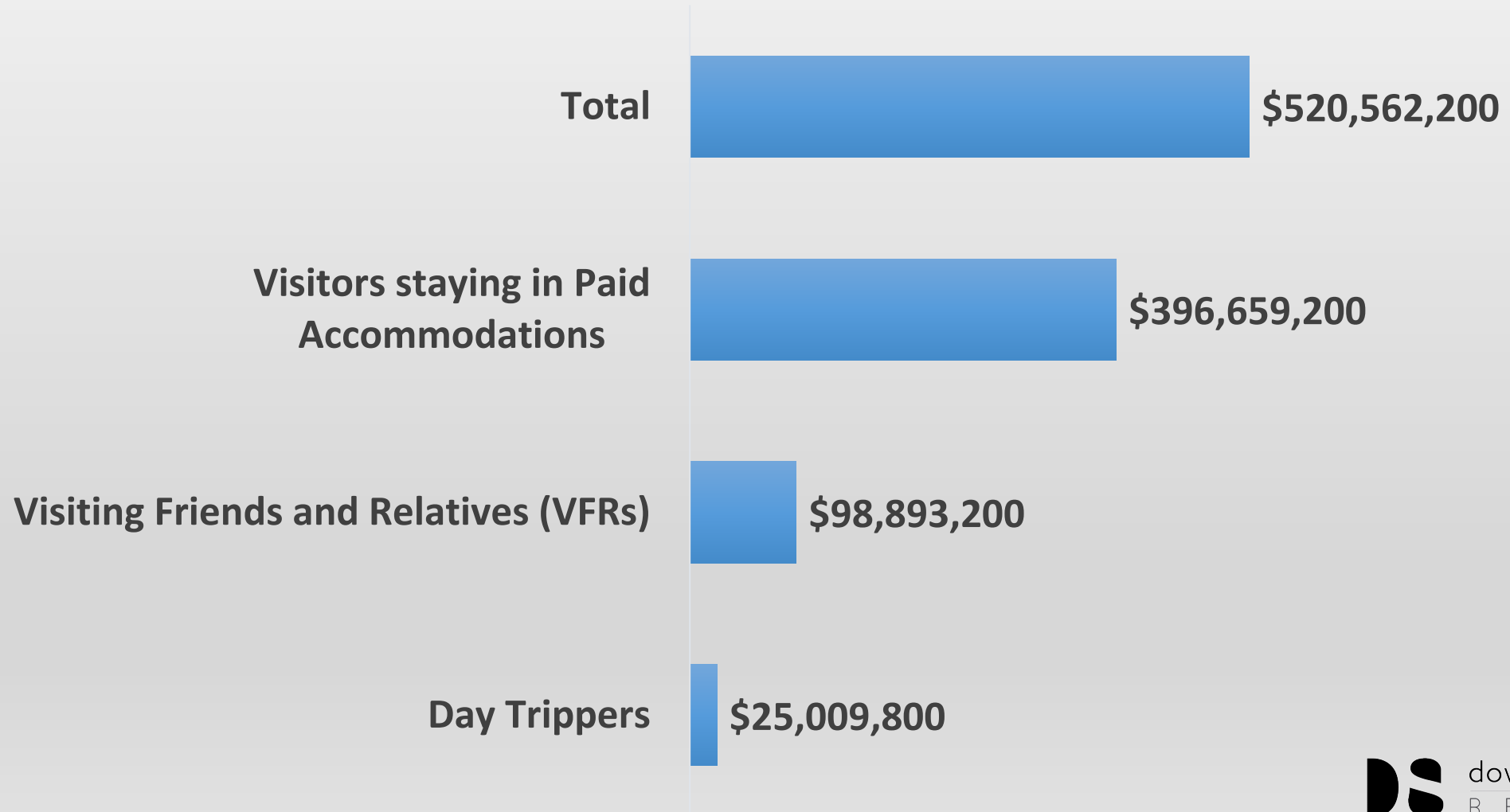
Visitors to St. Lucie County

1,195,560 – Total visitors

- 561,913 – Stayed in paid accommodations
- 271,392 – Visited friends and relatives (VFRs)
- 362,255 – Day trippers



Direct Spending by Visitor Type



Room Nights Generated by Visitors

1,173,424

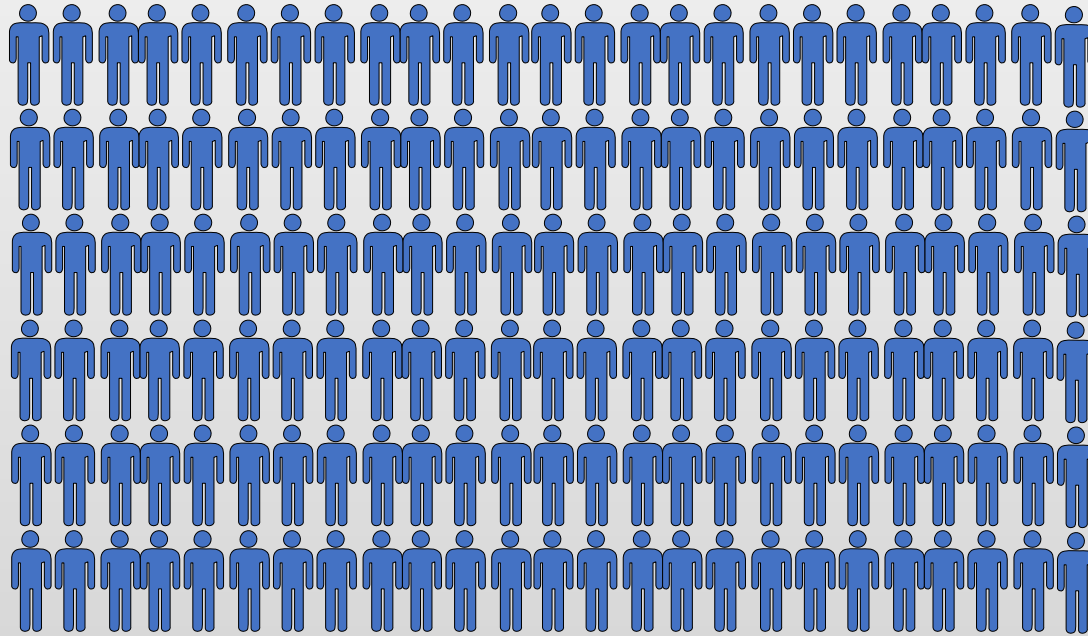


Key Performance Indicators

Visitor Profile	FY 2017
Visitors	1,195,560
Occupancy	66.6%
Room rates	\$96.15
RevPAR	\$64.04
Travel party size	2.9
Nights spent	6.3
Will return	94%
Rating of experience	9.2 ¹

¹On a 10-point scale.

Visitors Create Jobs



150

=

1

**VISITORS TO
ST. LUCIE COUNTY**

**ST. LUCIE COUNTY
JOB**

Benefits to Residents

\$33,836,544

Sales Taxes paid by Visitors

\$3,923,390

Tourist Taxes paid by Visitors

Benefits to Residents

Visitors save St. Lucie County residents **\$314** per household

Tourism Works for St. Lucie County

Not every St. Lucie County resident works in tourism, but tourism works for every resident. As the heartbeat of St. Lucie County, our vibrant tourism industry enhances citizens' day-to-day lives – and keeps more money in their paychecks, too. Students, young professionals and families all enjoy an improved quality of life thanks to our guests, and the revenue generated by tourism ensures future generations will enjoy living, working and playing in St. Lucie County just as much as we do. Learn why tourism works for us:

Fort Pierce • Port St. Lucie • Hutchinson Island



Local Taxes from Tourism
Help Pay for Programs Important to
all St. Lucie County Residents:



Creates
7,965 Jobs
supported by tourism³



Economic Impact of Tourism Study Fiscal Year 2017

QUESTIONS?

Fort Pierce • Port St. Lucie • Hutchinson Island



Charlotte L. Bireley
Director of Tourism & Marketing, St. Lucie Co.
bireleyc@stlucieco.org

City Commission Conference Agenda

4.d.

Meeting Date: 03/12/2018

Re: FPUA Special Warranty Deed and Easement

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

FPUA Special Warranty Deed and Easement - John Tompeck, Director of Utilities

Attachments

Special Warranty Deed

MOU Information

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/02/2018 12:15 PM
City Manager	Nick Mimms	03/02/2018 12:15 PM
Form Started By: Jennifer Robinson		Started On: 02/20/2018 04:46 PM
Final Approval Date: 03/02/2018		



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*



TO : Nicholas C. Mimms, P.E., City Manager
FROM : James M. Messer, City Attorney
RE : FPUA Special Warranty Deed and Easement
DATE : February 15, 2018

The General Counsel of the FPUA has asked that the City execute the attached Special Warranty Deed and Easement to effectuate promises previously made by the City to the FPUA.

cc: Linda Cox, City Clerk
Rebecca Grohall, Planning Manager
Jack Andrews, City Engineer

RECEIVED
FEB 16 2018
CITY OF FT. PIERCE
CITY MANAGERS OFFICE

This Instrument Prepared by:
R. N. Koblegard, III, Esquire
200 S. Indian River Drive, Suite 201
Fort Pierce, Florida 34950

Return to:
R. N. Koblegard, III, Esq.
Courthouse Box 145

Parcel I.D. No.: 2410-503-0012-000-6/2403-801-0025-000-3

SPECIAL WARRANTY DEED

BY THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 2017, between CITY OF FT. PIERCE, FLORIDA, Grantor and CITY OF FORT PIERCE, FLORIDA for the use and benefit of the FORT PIERCE UTILITIES AUTHORITY, grantee.

WITNESSETH, That said grantor, for and in consideration of the sum of ten and no/100 (\$10.00) dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL CONTROL NUMBER 2403-801-0025-000-3 PER ST. LUCIE COUNTY, FLORIDA PROPERTY APPRAISER.

TOGETHER WITH:

THE EAST 92.70 FEET OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL CONTROL NUMBER 2410-503-0012-000-6

Subject to restrictions, reservations, and easements of record, if any, provided however that this reference shall not serve to re-impose the same.

Together with all the tenements, hereditaments and appurtenances thereto belonging to in anywise appertaining.

Grantor covenants with Grantee that Grantor is lawfully seized of the property in fee simple; that Grantor has good right and lawful authority to sell and convey the property; and that Grantor warrants the title to the property for any acts of Grantor and will defend it against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence:

CITY OF FT. PIERCE, FLORIDA,
a municipal corporation

By: _____
Linda Hudson, Mayor

Linda Cox, City Clerk

Witness Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this ___ day of October, 2017, by Linda Hudson, as Mayor and Linda Cox, as City Clerk, of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, who are personally known to me or who provided _____ as identification and who did not take an oath..

Notary Public, State of Florida at Large
Print Name: _____
My Commission Expires: _____
My Commission Number: _____

**APPROVED AS TO FORM
AND CORRECTNESS**

James M. Messer, City Attorney

RETURN TO: R.N. KOBLEGARD, III COURTHOUSE BOX

THIS INSTRUMENT PREPARED BY:

R.N. KOBLEGARD, III, ESQUIRE

200 SOUTH INDIAN RIVER DRIVE, SUITE 201

FORT PIERCE, FL 34950

PROPERTY APPRAISERS PARCEL ID (FOLIO) NUMBER(S):

2410-503-0041-020-4

2410-503-0043-000-2

EASEMENT

Know All Men by These Presents, that the undersigned

CITY OF FORT PIERCE, A FLORIDA MUNICIPAL CORPORATION

for and in consideration of the sum of One Dollar, to them in hand paid by Fort Pierce Utilities Authority of the City of Fort Pierce, Florida (located at 206 South Sixth Street), a municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, do hereby convey and grant to the City of Fort Pierce, Florida, for the use and benefit of Fort Pierce Utilities Authority, the privilege and easement for the installation, maintenance, operation, repair, replacement and/or removal of their municipal-owned electric, water, sewer and natural gas utilities, in, under, upon, along, over and across the following-described land in St. Lucie County, Florida, to wit:

SEE SKETCH AND LEGAL DESCRIPTION ATTACHED HERETO

Access to the above strip of land over the adjoining lands of the GRANTORS is hereby granted. The GRANTEE may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement and/or removal of said utilities. Patrolling said easement shall not constitute grounds for a claim for damage.

The GRANTORS reserve the use of said strip of land for any use not inconsistent herewith, but no buildings or structures shall be erected or placed on said strip of land by GRANTORS. The rights herein granted may be assigned in whole or in part.

The GRANTEE will indemnify and save the GRANTOR harmless from any damages, injuries, losses, claims, demands or costs proximately caused by the sole fault or negligence of the GRANTEE, its representatives, subcontractors, or agents in the installation, maintenance, operation, repair, replacement and/or removal of said utilities and the equipment and facilities connected therewith, over and across said strip of land. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the FPUA under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

The GRANTOR hereby covenants and warrants that it owns the said land and has the right to grant this easement.

In Witness Whereof, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized this _____ day of _____, 2017.

Attest:

CITY OF FORT PIERCE, a Florida Municipal Corporation

Grantor

Linda W. Cox, City Clerk

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

By:

Witness Signature

Printed Witness Signature

Witness Signature

Printed Witness Signature

Linda Hudson,
Mayor Commissioner
100 N. US1
Fort Pierce, FL 34950

(SEAL)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

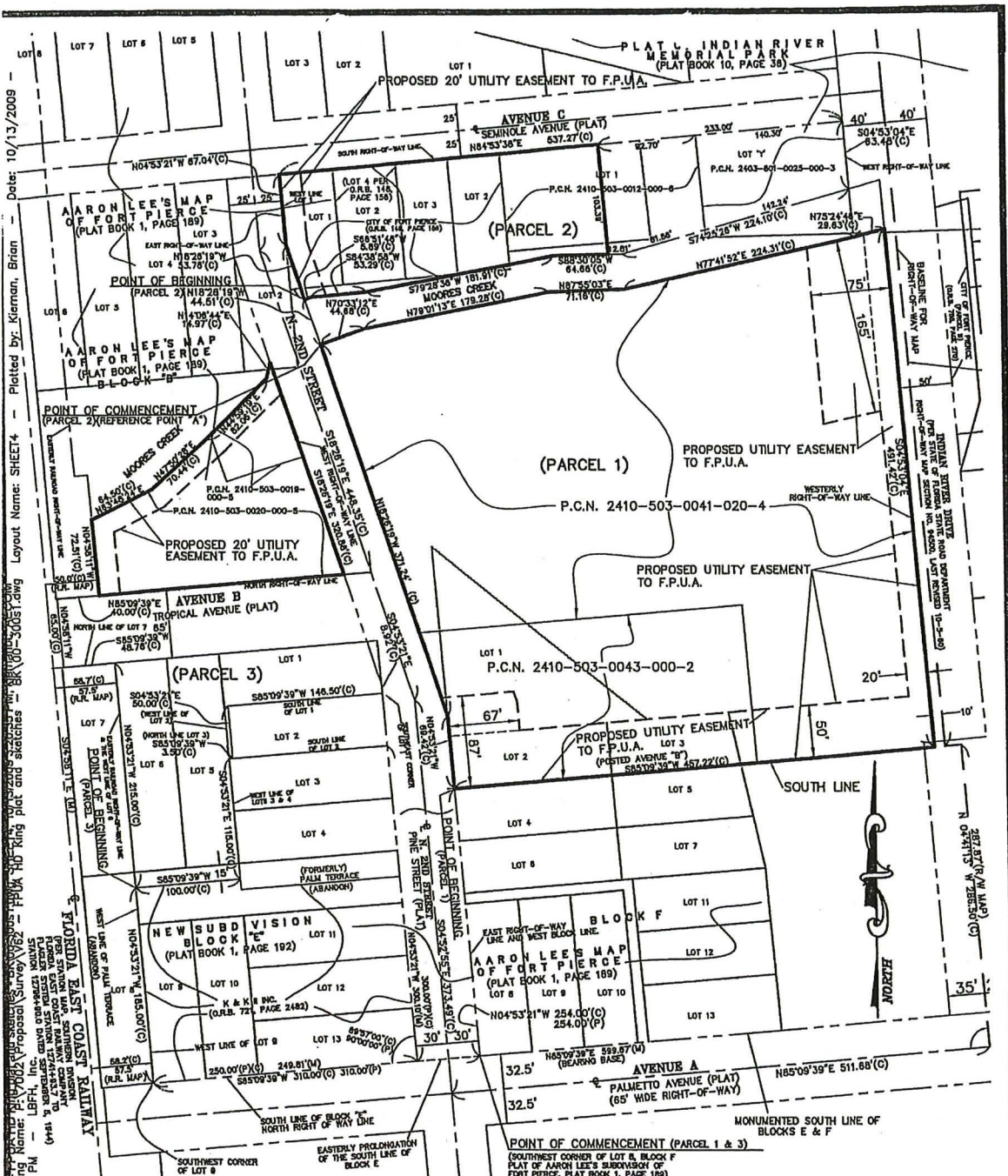
I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Linda Hudson and Linda W. Cox, known to me to be the Mayor Commissioner and City Clerk of the City of Fort Pierce, Florida, a Municipal Corporation, the entity in whose name the foregoing instrument was executed, and that they acknowledged executing the same for such entity, freely and voluntarily, under authority duly bestowed in them by said entity, and that the seal affixed thereto is the true department seal of said entity, that I relied upon the following form of identification of the above-named persons: Florida Driver's License, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Witness my hand and official Seal in the County and State last aforesaid this _____ day of _____, 2017.

Notary Signature

Notary Printed Name



Date: 10/13/2009
 Plotted by: Kiamon, Brian
 Layout Name: SHEET4
 Drawing Name: E:\7002\Proposal (Survey)\62 - HD King HD King plot and sketches - BK (00-300s1.dwg)
 Drawing Date: 10/13/2009 3:20 PM
 Drawing Scale: 1"=120'
 Drawing Author: BOYLE ENGINEERING
 Drawing Checker: TV
 Drawing Plotter: BOYLE ENGINEERING

THIS IS NOT A SURVEY

© 2009 Boyle Engineering

BOYLE ENGINEERING
 3550 S.W. Corporate Parkway
 Palm City, Florida 34990
 T 772.286.3883 F 772.286.3925
 BPR & FBPE License No's: 2005 & LB 7822
 www.boyle.aecom.com

BOYLE | AECOM

Scale: 1"=120'
 Sheet 4 OF 4
 Computed: BK
 Checked: TV

PROJECT NAME:
 HD KING PLANT SITE - UTILITY EASEMENT

Date	10/13/09	FILE NO.	00-300s1	Project No.	7002 V62
------	----------	----------	----------	-------------	----------

(PARCEL 1)

COMMENCING AT THE SOUTHWEST CORNER OF LOT B, BLOCK F, SAID AARON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 04°53'21" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMALLY KNOWN AS PINE STREET AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF SAID BLOCK F, A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2, SAID BLOCK F, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 04°53'21" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, AND SAID WEST LINE OF LOT 2, AND LOT 1, SAID BLOCK F, A DISTANCE OF 69.42 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 18°26'19" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY), A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK AND REFERENCE POINT "A"; (THE FOLLOWING FIVE COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 70°33'12" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 79°01'13" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 87°55'03" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 77°41'52" EAST, A DISTANCE OF 224.31 FEET ; THENCE NORTH 75°24'46" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE, AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960 (A VARYING WIDTH RIGHT-OF-WAY); THENCE SOUTH 04°53'04" EAST, DEPARTING SAID CONCRETE BULKHEAD CENTERLINE, AND THE SOUTH TOP OF BANK OF MOORES CREEK, AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 85°09'39" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.22 FEET TO THE POINT OF BEGINNING.

A UTILITY EASEMENT IN FAVOR OF FORT PIERCE UTILITIES AUTHORITY TO BE CREATED OVER AND ACROSS A PORTION OF THE PRECEDING PARCEL OF LAND, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 20.00 FEET AND THE SOUTH 50.00 FEET OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL CONTROL NUMBER 2410-503-0041-020-4 PER ST. LUCIE COUNTY, FLORIDA PROPERTY APPRAISER.

TOGETHER WITH:

THE NORTH 165.00 FEET OF THE EAST 75.00 FEET OF SAID CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL CONTROL NUMBER 2410-503-0041-020-4 PER ST. LUCIE COUNTY, FLORIDA PROPERTY APPRAISER.

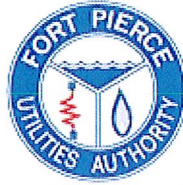
TOGETHER WITH:

THE SOUTH 50.00 FEET OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL CONTROL NUMBER 2410-503-0043-000-2 PER ST. LUCIE COUNTY, FLORIDA PROPERTY APPRAISER.

TOGETHER WITH:

THE SOUTH 87.00 FEET OF THE WEST 67.00 FEET OF SAID CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL CONTROL NUMBER 2410-503-0043-000-2 PER ST. LUCIE COUNTY, FLORIDA PROPERTY APPRAISER.

Boyle
9 PM



Director of Financial Services
"Committed to Quality"

MEMORANDUM

TO: Fort Pierce City Commission

FROM: John K. Tompeck, P.E. *JKT*
FPUA Director of Utilities

DATE: February 23, 2018

SUBJECT: City Commission Agenda Request for March 19, 2018 Meeting
Memorandum of Understanding (MOU) - City of Fort Pierce (CFP) and Fort Pierce
Utilities Authority (FPUA)

FPUA is requesting approval of the attached Memorandum of Understanding with the City of Fort Pierce that was approved by the FPUA Board on February 20, 2018. I intend to discuss this item in conjunction with the Special Warranty Deed and Easement for the King Plant site at the City Conference Agenda Meeting on March 12, 2018, as requested by Mr. Nick Mimms.

This MOU was drafted in 2013. Based on recent discussions regarding these issues, it appears this would be an appropriate time to formalize the understanding of both parties.

If you have any questions or are in need of additional information, please contact me.

Attachment: MOU approved by FPUA Board

cc: City Manager
City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF
FORT PIERCE, FLORIDA AND FORT PIERCE UTILITIES AUTHORITY**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 2018, by and between **CITY OF FORT PIERCE** ("City"), a Florida Municipal Corporation, and **FORT PIERCE UTILITIES AUTHORITY** ("FPUA"), a municipal authority created by the Charter of the City of Fort Pierce, FL.

WHEREAS, the City, upon the formation of FPUA on May 30, 1972 by referendum election, transferred to FPUA a number of properties for its use; and

WHEREAS, FPUA, since its formation on May 30, 1972, has purchased a number of properties with its separate funds; and

WHEREAS, in order to resolve any issues regarding the encumbrance or disposal of any of the City-owned properties being utilized by FPUA or the properties purchased by FPUA;

NOW, THEREFORE, the City and FPUA hereby agree to the following terms and conditions concerning the encumbrance of or disposal of the above-described properties:

1. **Expenses.** FPUA will be responsible for all expenses related to FPUA activities (such as non-ad valorem assessments or environmental cleanup) associated with all properties utilized by FPUA, whether those properties were owned by the City upon FPUA's formation on May 30, 1972 or were purchased by FPUA after that date and are titled in the City's name for the use and benefit of FPUA.

2. Granting Future Easements.

a. For all properties owned by the City upon FPUA's formation on May 30, 1972, which FPUA is currently utilizing, FPUA will communicate any easement requests to the City. The City may charge the requesting party a reasonable fee for the easement as compensation for the encumbrance of that easement on the property, which fee the City will retain. FPUA may charge a separate easement fee for the inconvenience or costs, if any, associated with granting the easement, which fee FPUA shall retain.

b. For all properties acquired by FPUA after May 30, 1972, FPUA may charge the requesting party a reasonable fee for the easement as compensation for the encumbrance of that easement on the property, which fee FPUA shall retain, and the City shall not charge an easement fee. The City, at its option, may charge a processing fee.

3. Sales or Release of FPUA Properties.

a. As to properties owned by the City upon FPUA's formation on May 30, 1972 which FPUA deems it will have no need to utilize either now or in the future, upon notification by FPUA to the City of such non-utilization, the properties will revert back to the City to keep or dispose

of as it sees fit. Such transfers of properties from FPUA to the City shall be in accordance with the following general guidelines:

(i) For utility sites (e.g., water/wastewater plants, lift stations, electric substations, etc.), FPUA shall demolish and remove all utility facilities, fund and complete all necessary environmental cleanup not covered by grant funding, and return the site to the City in a condition suitable for sale or new construction.

(ii) For sites with buildings used primarily for office or administrative purposes, FPUA shall return the site to the City with buildings and grounds clean and in presentable condition for sale or use by the City.

(iii) If FPUA has made permanent improvements to the property and the City agrees that the improvements add value to the property for the City's future use or sale of the property, FPUA and the City shall work out mutually agreeable terms for compensating FPUA for the improvements.

b. Proceeds from the disposal of any properties acquired by FPUA after May 30, 1972, shall be retained by FPUA for its own account, free of any claim by the City.

IN WITNESS WHEREOF, the parties have caused the execution of this Memorandum of Understanding by their duly-authorized officials.

ATTEST:

CITY OF FORT PIERCE

City Clerk

By: _____
Linda Hudson, Mayor

(Seal)

Approved as to Form and Correctness:

City Attorney

ATTEST:

FORT PIERCE UTILITIES AUTHORITY



Secretary

By: 
Chairman 2/20/18

(Seal)

Approved as to Form and Correctness:



FPUA Attorney

City Commission Conference Agenda

4.e.

Meeting Date: 03/12/2018

Re: Financial Policies Discussion

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Financial Policies Discussion - Johnna Morris, Director of Finance

Form Review

Inbox

City Manager
Finance Department
City Manager
Form Started By: Jennifer Robinson
Final Approval Date: 03/09/2018

Reviewed By

Kaitlyn Ballard
Kaitlyn Ballard
Nick Mimms

Date

03/08/2018 10:22 AM
03/09/2018 10:38 AM
03/09/2018 10:41 AM
Started On: 01/03/2018 03:40 PM