

# CITY OF FORT PIERCE

## CONFERENCE AGENDA

Conference Agenda Meeting - Monday, February 11, 2019 - 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 Florida Fish and Wildlife Conservation Commission's amendment of Moore's Creek boat ramp motorboats prohibited zone.
  - b. Discussion on City Hall Annex
  - c. Construction Board of Adjustments and Appeals - Origination and Procedures.
  - d. Board of Adjustment and Historic Preservation Board Presentation
  - e. Review of Code Enforcement Fines / Liens Process
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:** 02/11/2019

**Re:** Motorboats Prohibited Zone Amendment

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Discussion of Florida Fish and Wildlife Conservation Commission's amendment of Moore's Creek boat ramp motorboats prohibited zone.

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**Attachments**

Letter from Howard N. Tipton

Moore's Creek Manatee Protection Status Letter

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**Form Review**

| <b>Inbox</b>                       | <b>Reviewed By</b> | <b>Date</b>                     |
|------------------------------------|--------------------|---------------------------------|
| City Manager                       | Nick Mimms         | 02/05/2019 09:52 AM             |
| City Manager                       | Nick Mimms         | 02/05/2019 09:53 AM             |
| Form Started By: Jennifer Robinson |                    | Started On: 01/31/2019 03:33 PM |
| Final Approval Date: 02/05/2019    |                    |                                 |

ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

LINDA BARTZ  
CHAIR  
DISTRICT 3

CATHY TOWNSEND  
VICE-CHAIR  
DISTRICT 5

CHRIS DZADOVSKY  
DISTRICT 1

SEAN MITCHELL  
DISTRICT 2

FRANNIE HUTCHINSON  
DISTRICT 4

DAN MCINTYRE  
COUNTY ATTORNEY

MAILING ADDRESS  
2300 VIRGINIA AVENUE  
FORT PIERCE, FL 34982

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WEBSITE  
WWW.STLUCIECO.GOV

January 22, 2019

City of Fort Pierce  
Nick Mimms, P.E.  
PO Box 1480  
Fort Pierce, FL 34954

Dear Mr. Mimms,

The St. Lucie Environmental Resources Department was recently contacted by the Florida Fish and Wildlife Conservation Commission (FWC) office with regards to the seasonal motor boat prohibition zone for the Indian River Veterans Memorial Park Public Boat Ramp at Moore's Creek. The adoption of the Moore's Creek seasonal zone around the former HD King Power Plant was completed in February 1979, and in 1994, further efforts to protect manatees were enhanced with the adoption of the countywide rule. The motorboats prohibited zone was established in this area to protect manatees seeking the warm water discharge in the winter months from the HD King Power Plant. However, data has shown manatee utilization has significantly decreased since the decommissioning of the plant in 2008. The attached maps depict FWC's manatee mortality data for 1974-2008 and from 2008-present, since the plant has been decommissioned.

Recently, a citizen brought to FWC's attention the Moore's Creek boat ramp is one of a limited number of boat ramps in the area. However, due to the motorboats prohibited zone, launching motorized vessels from this boat ramp between November 15 and March 31 is prohibited. Due to the reduction in risk to manatees since the decommissioning of the power plant, FWC is recommending amending this zone to remove the prohibition and implement an idle speed zone consistent with the surrounding area.

In order for FWC to amend the zone, the statutory rulemaking process must be initiated with written notification to the County of the proposed change. The County then has 60 days to form a local rule committee (LRRC), or if no response is received within this timeframe, the expedited rulemaking process will proceed per Rules 68C-22.001 and 68C-22.002, Florida Administrative Code (FAC). As the proposed change is located within the City's jurisdiction, the County is seeking the City's and any other interested stakeholders input on this matter.

Please provide any comments and/or concerns regarding this change by February 15, 2019 to the FWC and the St. Lucie County Environmental Resources Department at the contacts provided below for consideration. We look forward to coordinating with the City during this process.

Michelle R. Pasawicz  
*Fisheries and Wildlife Biological Scientist*  
*Imperiled Species Management Section*  
*Florida Fish and Wildlife Conservation Commission*  
620 South Meridian Street – 6A  
Tallahassee, FL 32399-1600  
(850) 922-4330

Amy E. Griffin  
*Director*  
*St. Lucie County Environmental*  
*Resources Department*  
2300 Virginia Avenue Room 100  
Fort Pierce, FL 34982  
(772) 462-2526

Sincerely,

Howard N. Tipton,  
County Administrator

Received  
JAN 29 2019  
City of Fort Pierce  
City Manager's Office

# Manatee Carcass Recovery Data 2008-Present



Manatee Carcass Recovery Location



### Disclaimer:


This map is intended for reference only. Most information contained within is conceptual. For more information about this map please contact the Environmental Resources Department Division at 772-462-2526.

0 140 280 560 840 1,120 Feet

St. Lucie County  
Board of County Commissioners  
Environmental Resources Department



# Manatee Carcass Recovery Data 1974-2008

 Manatee Carcass Recovery Location



## Disclaimer:

This map is intended for reference only. Most information contained within is conceptual. For more information about this map please contact the Environmental Resources Department Division at 772-462-2626.

0 140 280 560 840 1,120 Feet

St. Lucie County  
Board of County Commissioners  
Environmental Resources Department



February 7, 2019

**RE: Moore's Creek Manatee Protection Status**

The Florida Fish and Wildlife Conservation Commission (FWC) is considering a reduction in the manatee protection status of Moore's Creek from "motorboat prohibited zone" to "idle speed zone" in response to requests from a Fort Pierce citizen to open the Moore's Creek boat ramp during the winter months. Their recommendation is based on preliminary data analyses indicating lower manatee utilization in Moore's Creek since the H.D. King power plant was decommissioned in 2008.

**The Manatee Observation and Education Center (MOEC) opposes any change to the manatee protection zone in Moore's Creek, based on the following:**

- 1. Moore's Creek manatee sightings have not decreased appreciably** between 1996 and 2019, as evidenced by on-the-ground data collected from MOEC staff and volunteers through the years.
- 2. Moore's Creek manatee sightings are significantly higher in the winter months**, when the Moore's Creek boat ramp is currently closed.
- 3. There are six (6) public boat ramps within less than five (5) miles of the Moore's Creek Boat Ramp**, allowing for minimal inconvenience to boaters in the wintertime when the Moore's Creek Boat Ramp is currently closed.
- 4. Moore's Creek is an important natural habitat for manatees** with freshwater access, warmer temperatures due to shallow depths, and minimal disturbance from boats.
- 5. Public perception of a shift away from manatee protection at this time would likely be negative**, especially given manatee mortality in 2018 was the 2<sup>nd</sup> highest ever recorded.
- 6. Tourists visit Fort Pierce, FL from around the world for their chance to learn and see a manatee in Moore's Creek**, specifically during the winter months, which is also the local high season.

**The Manatee Center also recognizes significant opportunity for growth in citizen science and restoration efforts of this local lagoon habitat in Downtown Fort Pierce.** A rule change of this magnitude in direct opposition to our mission could weaken our position as future hosts of research and family-friendly environmental education and entertainment.

**City Commission Conference Agenda**

**4.b.**

**Meeting Date:** 02/11/2019

**Re:** Discussion on City Hall Annex

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

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**SUBJECT:**

Discussion on City Hall Annex

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**Attachments**

City Hall Annex

RFP No. 2018-053

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**Form Review**

**Inbox**

**Reviewed By**

**Date**

City Manager

City Manager

City Manager

Form Started By: Mike Reals

Started On: 02/04/2019 02:39 PM



# City Hall Annex Discussion

FEBRUARY 11, 2019 CITY OF FORT PIERCE CITY COMMISSION  
CONFERENCE AGENDA



# Status of the City Hall Annex

- ▶ On October 9, 2019, RFP 2018-053 was placed out to bid.
- ▶ The invitation was advertised on the City of Fort Pierce website, in the local newspaper and on Demandstar.
- ▶ The invitation was sent to 96 vendors. No vendors requested specifications and no vendors responded.

# Options

- ▶ Advertise the property again.
- ▶ Utilize the office space by City of Fort Pierce Departments.
- ▶ Rent the office spaces on a half day or full day basis for meetings or depositions.





# QUESTIONS

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**MEMORANDUM**  
*from the*  
**PURCHASING DIVISION**

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**TO:** Mike Reals, Public Works Director

**THROUGH:** Gelencia Carter, Purchasing Manager

**FROM:** Georgia Montgomery, Purchasing Agent *Georgia Montgomery*

**SUBJECT:** RFP No. 2018-053 ~ Property Lease-City Hall Annex

**DATE:** November 28, 2018

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No proposals were received for the above subject proposal which was due on Monday, November 12, 2018, at 3:00 PM

The bid invitation was sent to 96 vendors. No vendors requested specifications no vendors responded.

Please advise what action you wish to take.

/gm

cc: File

**October 17, 2018**



CITY OF FORT PIERCE

PROPERTY LEASE ~ CITY HALL ANNEX

RFP NO. 2018-053

ADDENDUM NO. 1

The purpose of this addendum is to advise **ALL** interested bidders that the Pre-Bid Conference information originally posted in the Bid Details on Demandstar was incorrectly stated. There **will not be a Pre-Bid Conference** for this solicitation.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_  
Manual

Signature: \_\_\_\_\_  
Typed or Printed

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

/gc

|   |   |
|---|---|
| <p><b>DELIVER TO:</b><br/> City of Fort Pierce<br/> 100 North U.S. #1<br/> Fort Pierce, FL 34950</p> <p><b>MAIL TO:</b><br/> City of Fort Pierce Procurement Dept.<br/> P.O. Box 1480<br/> Fort Pierce, FL 34954-1480</p> | <p style="text-align: center;"><b>REQUEST<br/> FOR<br/> PROPOSALS</b></p> <p style="text-align: center;">and</p> <p style="text-align: center;"><b>PROPOSER ACKNOWLEDGMENT</b></p>  |
| <p><b>Bid Writer:</b> Gelencia Carter, 772-467-3748</p>   | <p><b>RFP No:</b> 2018-053</p>  |
| <p><b>Mandatory Pre-Bid Conference Date:</b><br/> N/A</p>   | <p><b>RFP Title:</b> PROPERTY LEASE – CITY HALL ANNEX</p>   |
| <p><b>Mandatory Pre-Bid Location:</b><br/> N/A</p>  | <p><b>RFP Opening Location:</b><br/> City of Ft. Pierce Procurement Dept.<br/> 100 North U.S. #1, 1st Floor<br/> Ft. Pierce, Florida 34950</p>  |
| <p><b>RFP Due Date &amp; Time:</b><br/> 3:00 PM, MONDAY, NOVEMBER 12, 2018</p>  | <p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>   |
| <p><b>Proposer Name:</b><br/> -----<br/> <b>Mailing Address:</b><br/> -----<br/> -----<br/> -----<br/> -----</p>  | <p><i>I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.</i></p> <p style="text-align: center;">X _____<br/> Authorized Signature (Manual)</p> |
| <p><b>City, State, Zip Code:</b></p>  | <p><b>Typed or Printed Name:</b></p>  |
| <p><b>Type of Entity (Circle One):</b><br/> Corporation Partnership Proprietorship</p>  | <p><b>Title:</b></p>  |
| <p><b>Incorporated in the State of:</b>                      <b>Year:</b></p>   | <p><b>Delivery in _____ days, ARO</b></p>   |
| <p><b>Phone Number:</b></p>   | <p><b>Payment Terms: Net 30 Days</b></p>  |
| <p><b>Fax Number:</b></p>   | <p><b>FEIN or SS Number:</b></p>  |
| <p><b>E-Mail Address:</b></p>   | <p><b>Local Business: __Y __N    MWBE: __Y __N</b></p>  |
| <p><b>Bid Security is attached, when required, in the amount of \$ _____</b><br/> <b>F.O.B. DESTINATION</b></p>   | <p><b>If returning as a "No Bid" state reason:</b></p>  |
| <p style="text-align: center;"><b>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</b></p>  |   |

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## SECTION I

### GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

#### 1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit three (3) complete sets (one [1] original and two [2] copies) of their proposal complete with all supporting documentation. **SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER.** Proposals, which do not comply with the requirements, may be rejected at the option of the City.

#### 2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

#### 3. EXECUTION OF PROPOSAL

**Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD.** Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

#### 4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

#### 5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal.

It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: <https://www.demandstar.com>.

## 6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Director of Administrative Services will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

## 7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

## 8. MISTAKES

- a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

## 9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. **DELIVERY**

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. **ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. **INTERPRETATION**

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. **ADDENDUM**

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

**14. DISPUTES**

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

**15. CONFLICT OF INTEREST**

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

**16. LEGAL REQUIREMENTS**

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

**17. DRUG-FREE WORK PLACE (DFW)**

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)**

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

**19. PUBLIC ENTITY CRIMES**

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

**20. AWARD**

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. **EEO STATEMENT**

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. **CONTRACTUAL AGREEMENT**

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. **GOVERNMENTAL RESTRICTION**

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. **PATENTS AND ROYALTIES**

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. **ADVERTISING**

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. **ASSIGNMENT**

Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

**28. FACILITIES**

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

**29. REPRESENTATION**

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

**30. DISQUALIFICATION OF PROPOSER**

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

**31. ADJUSTMENTS/CHANGES/DEVIATIONS**

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

**32. INSURANCE**

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

**33. PUBLIC RECORDS**

Upon award recommendation or ten days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

**34. PROPOSAL PREPARATION COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

**35. COOPERATIVE PURCHASING**

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

**ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## SECTION II

### INSTRUCTIONS TO PROPOSERS

#### 1. PROPOSAL OPENING

- 1.1 Proposals are due on or before **3:00 PM, Monday, November 12, 2018**. Two (2) copies (one original, and one electronic copy on a USB Flash Drive) of sealed proposals. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

**Delivery Address:**  
City of Fort Pierce  
Attn: Purchasing Division  
Room 101  
100 North U.S. #1  
Fort Pierce, FL 34950

**Mailing Address:**  
City of Fort Pierce  
Attn: Purchasing Division  
Room 101  
P.O. Box 1480  
Fort Pierce, FL 34954-1480

Copies of the proposal documents are available electronically from the Purchasing Division by e-mail request to [biddesk@city-ftpierce.com](mailto:biddesk@city-ftpierce.com) on the web site of Demandstar.com ([www.demandstar.com](http://www.demandstar.com)) and City of Fort Pierce's website ([www.cityoffortpierce.com](http://www.cityoffortpierce.com))

Any proposals received after the designated time and date listed above will be returned unopened.

- 1.2 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2) d of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award.**"

#### 2. INQUIRIES/QUESTIONS

- 2.1 All inquiries will be in a written format and addressed to City of Fort Pierce Director of Public Works with a copy to the Purchasing Manager:

**TO**  
City of Fort Pierce  
Mike Reals  
Director of Public Works  
P. O. Box 1480  
Fort Pierce, FL 34954-1480  
Fax: (772) 466-5808

**COPY**  
City of Fort Pierce  
Gelencia Carter  
Purchasing Manager  
P.O. Box 1480  
Fort Pierce, FL 34954-1480  
Fax: (772) 595-9948

Email: [rgrohall@city-ftpierce.com](mailto:rgrohall@city-ftpierce.com) Email: [biddesk@city-ftpierce.com](mailto:biddesk@city-ftpierce.com)

2.2 No inquiries will be received within seven (7) calendar days of proposal closing date, **5:00PM, Wednesday, October 31, 2018.**

2.3 The City prohibits communications initiated by a Proposer to **any** City Official or employee (**including but not limited to the Mayor and other members of City Commission**), prior to the time an award decision has been made.

### 3. **DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

### 4. **SITE VISITATIONS**

Any proposer desiring to visit site locations should contact Mike Reals at (772) 467-3795 to arrange a site visitation. These visitations should be done in sufficient time to allow proposer to meet the proposal submission deadline.

### 5. **TIMETABLES**

The Commission and the proposers shall adhere to the following schedule in all actions concerning this RFP.

- A. From opening time, the Commission and City staff will review and evaluate the proposals on a timely basis.
- B. The Commission may enter into a contract after conducting negotiations and obtaining appropriate approvals. The City may notify unsuccessful proposers at this time.

### 6. **DELAYS**

The City may delay scheduled due dates if it is to the advantage of the City. The City will notify proposers of all changes in scheduled due dates by written addenda.

### 7. **MINORITY PARTICIPATION AND OUTREACH PROGRAM**

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

## 8. PURCHASING CARD PROGRAM

- 8.1 The City has implemented a **Purchasing Card Program**. The selected Proposer(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award.** If no such percentage is given, the City shall assume 0% discount applies.
- 8.2 Proposers are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

## SECTION III

### STATEMENT OF WORK

#### **PURPOSE**

The City of Fort Pierce solicits proposals from responsible proposers to lease a property located at 315 Avenue A (Marina Way), Fort Pierce, located in the Historic Downtown Fort Pierce. The building is 7,000 square foot two story office building (including office areas on the 1<sup>st</sup> floor, 2,093 square feet and event rental space on the 2<sup>nd</sup> floor, 1890 square feet) contained within one concrete block constructed light industrial building. The property is zoned C-3 General Commercial, Light industrial and is being offered **AS IS**. The property has been appraised at an annual rental rate of \$12.50 per square foot. (See attached exhibit "C", Market Analysis) This rental rate does not include any taxes.

The first floor of the building is currently being leased to an Accounting Firm and the second floor is being rented to various groups and citizens for special events.

#### **About Old City Hall**

Located at 315 Avenue A, the **Old Fort Pierce City Hall** (also known as the **Old City Hall**) is a historic building in downtown [Fort Pierce, Florida](#). Designed with both [Mediterranean Revival Style](#) and [Italian Renaissance Revival](#) elements by architect William Hatcher, the structure was built in 1925 at the peak of the [Florida land boom](#) by builder C.E. Cahow.

Old City Hall is one of the best-regarded and frequently used buildings on the Treasure Coast of Florida. Built at the height of the Florida boom in 1925, it was used as the Fort Pierce City Hall until 1983. It was restored in 1995 for \$500,000, being the first of many of Fort Pierce's successes in preservation. On December 7, 2001, it was added to the [U.S. National Register of Historic Places](#).

Since then, historic preservation has been one of the principal successes of Fort Pierce's redevelopment efforts and many beloved landmarks have found a new life in the contemporary world.

#### **LEASE OF PROPERTY**

The City anticipates entering into a lease with the proposer who submits the proposal judged by the Evaluation Committee to be most advantageous. Selection of the proposal will be based on the financial standing of the proposer, lease rate proposed, ability to construct in a timely manner (if required), and investment in upkeep and appearance of the facilities on-site or any to be constructed. The proposer understands that this RFP does not constitute an agreement or a lease with the proposer. An official lease or agreement is not binding until proposals are reviewed and accepted by the City Commission and a written agreement or lease is approved by both the City and the successful proposer.

Interested proposer shall propose to enter into a lease:

- Only for the first floor of the building currently being leased for commercial use or
- For the entire building,

The proposer understands that this RFP does not constitute an agreement or a lease with the proposer. An official lease or agreement is not binding until proposals are reviewed and accepted by the City Commission and a written agreement or lease is approved by both the City and the successful proposer.

Insurance requirements will be determined based on the type of use proposed.

**PROPERTY LEGAL DESCRIPTION**

**315 Avenue A**

Parcel ID#2410-601-0134-000-8

AARON LEE'S MAP OF FORT PIERCE BLK I ALL BLOCK-LESS E 20 FT AND LESS US #1 AND LESS RD R/W- AND LESS ADD'L RD R/W MPDAF: FROM INT OF SE COR OF LOT 7 AND NLY RD R/W OF ORANGE AVE, TH S 71 09 48 W 2.43 FT TO POB; TH CONT S 71 09 48 W 22.29 FT TO ELY RD R/W LI OF US1, TH N 18 43 46 W ALG R/W LI 28.23 FT, TH S 57 03 58 E 35.94 FT TO POB- (MAP 24/10N) (2.55 AC - 110,836SF) (OR 652-1912: 653-1790: 655-2681: 656-2115: 669-44)

## SECTION IV

# INSTRUCTIONS FOR PREPARING QUALIFICATIONS

### 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.

Proposers must submit **one original and one digital copy** of the **Application for Proposal to Lease Property** completed in its entirety. The application is provided in this RFP package, see page 14.

Proposer must show proof of insurance or the ability to obtain insurance requested in this RFP package.

### AWARD

Award will be subject to the highest acceptable offer received that adds value to the property, adds jobs to the current market and is determined to be in the best interests of the City. Selection will be based on proposals executing the City's form of Application for Proposal to Lease Property and supporting documentation. The sale is subject to final approval of the City Commission. The City reserves the right to reject any or all offers.

### EVALUATION METHOD AND CRITERIA

- A. General: The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The City's decisions will be final.

**Evaluation of Lease for will be based on but not limited to the following:**

- Financial standing of the proposer (which will include Financials, Bankruptcy Information and Default or Termination for cause in past Contracts)
- Lease rate proposed (**The City will give higher evaluation consideration to lease rates that are equal to or greater than the appraisal value rate per square foot but will consider lower offers if in the City's best interest**)
- Proposed investments in appearance of the existing facilities on-site or any to be constructed



**RFP No. 2018-053**  
**Application for Proposal to Lease Property**  
**Old City Hall ~ City Hall Annex**

DATE RECEIVED: \_\_\_\_\_

1. Name of firm or individual (as would appear on lease): \_\_\_\_\_  
\_\_\_\_\_
2. Principal Address: \_\_\_\_\_
3. Contact Person/Title: \_\_\_\_\_
4. Telephone Number of Contact Person: \_\_\_\_\_
5. Proposed Lease Area:
  - A. Location/Description: Building located at 315 Avenue A, Fort Pierce, FL 34950
  - B. Approximate Square Footage: 7,000 s.f. of existing building
  - C. Proposing to lease: (\_\_\_\_) Entire Building (\_\_\_\_) First Floor only
6. Type of Business Entity: \_\_\_\_\_  
Corporation, Partnership, Joint Venture, Individual
7. If a Corporation, answer the following:
  - A. Where incorporated: \_\_\_\_\_
  - B. When incorporated: \_\_\_\_\_
  - C. The corporation is held: Publicly (\_\_\_\_) privately (\_\_\_\_)
  - D. If foreign corporation, date of registration with Florida Secretary of State, and name and address of Resident Agent: \_\_\_\_\_
  - E. Furnish the name, title, and address of each officer, director, and principal shareholder owning 10% or more of the corporation's issued stock:  
Director's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Principal Business Affiliation Other Than Proposer's Directorship: \_\_\_\_\_  
Officer's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Position: \_\_\_\_\_  
Principal Shareholder's Name: \_\_\_\_\_  
Address: \_\_\_\_\_
8. If a Partnership, answer the following:
  - A. Date of organization: \_\_\_\_\_
  - B. General partnership (\_\_\_\_) Limited partnership (\_\_\_\_)
  - C. Partnership Agreement recorded: Yes (\_\_\_\_) No (\_\_\_\_)  
Date Book Page Location: \_\_\_\_\_
  - D. Name, address and partnership share of each general partner:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Share%: \_\_\_\_\_

9. If a Joint Venture, answer the following:

A. Date of organization: \_\_\_\_\_

B. General partnership (\_\_\_\_\_) Limited partnership (\_\_\_\_\_) \_\_\_\_\_

C. Partnership Agreement recorded: Yes (\_\_\_\_) No (\_\_\_\_)

Date Book Page Location: \_\_\_\_\_

D. Name, address and partnership share of each general partner:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Share%: \_\_\_\_\_

10. Bankruptcy Information: Has the proponent or one of the individuals listed above ever declared bankruptcy? Yes (\_\_\_\_) No (\_\_\_\_)

If yes, state date, court jurisdiction, amount of liability and amount of asset:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Please list all defaults or terminations for cause in past contracts, leases, foreclosures etc in the last 5 years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Financial References: List a minimum of four (4) individuals or firms with whom the proponent has leased commercial property or conducted significant financial transactions during the past three (3) years. If a firm is listed, state the name of the department and/or person who may be contacted.

**Reference No. 1:**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Nature of Association: \_\_\_\_\_

**Reference No. 2:**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Nature of Association: \_\_\_\_\_

**Reference No. 3:**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Nature of Association: \_\_\_\_\_

**Reference No. 4:**

Name: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Nature of Association: \_\_\_\_\_

13. Operational References: List a minimum of four (4) individuals or firms with knowledge of the proponent's ability to operate a business. If a firm is listed, state the name of the department and/or firm to be contacted.

**Reference No. 1:**

Name: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Nature of Association: \_\_\_\_\_

**Reference No. 2:**

Name: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Nature of Association: \_\_\_\_\_

**Reference No. 3:**

Name: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Nature of Association: \_\_\_\_\_

**Reference No. 4:**

Name: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Nature of Association: \_\_\_\_\_

14. Construction Plans: (If phases planned, indicated requested information for each phase.)

A. Estimated commencement date: \_\_\_\_\_  
B. Estimated completion date: \_\_\_\_\_

- C. Estimated total building(s) square footage planned: \_\_\_\_\_ ]
- D. Estimated cost of construction: \_\_\_\_\_
- E. Nature of planned construction: \_\_\_\_\_

15. Additional Information: To aid in the proper evaluation of all proposals and to ensure uniformity of information submitted, each proponent must include at a minimum the following information:

- A. Projected employment levels: \_\_\_\_\_
- B. Impacts on the Community: \_\_\_\_\_
- C. Price per month: \_\_\_\_\_/per square foot  
 (The City will give higher evaluation consideration to lease rates that are equal to or greater than the appraisal value rate per square foot but will consider lower offers if in the City's best interest)
- D. Any exceptions to the information requested: \_\_\_\_\_
- E. Any other information, which may be valuable to the County in evaluating the proposal: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**NO PROPOSAL SHALL BE ACCEPTED UNLESS SIGNED BELOW WHERE APPROPRIATE:**

Individual: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Name: \_\_\_\_\_ D/ B/A: \_\_\_\_\_

Partnership or Joint Venture: (At least two (2) partners or each of the joint ventures must sign)  
 Name of Partnership or Joint Venture

Witnesses: \_\_\_\_\_  
 \_\_\_\_\_ By: \_\_\_\_\_  
 Partner or Joint Venture

Witnesses: \_\_\_\_\_  
 \_\_\_\_\_ By: \_\_\_\_\_  
 Partner or Joint Venture

Corporation: The duly authorized officers must sign as follows: The undersigned by execution of this Proposal Form, certifies that he is \_\_\_\_\_ of the corporation named below; that he signed this Proposal Form for and on behalf of the below named corporation; and that he is authorized to execute same for and on behalf of said corporation.

Name of Corporation

**Attest:**  
 \_\_\_\_\_ By: \_\_\_\_\_  
 Secretary President



## CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

**Check "Yes" or "No" to each of the following:**

|  | YES   | NO    |
|--|-------|-------|
| Is Request for Proposal cover page (page 1) completed, signed and attached?  | _____ | _____ |
| All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.                      | _____ | _____ |
| Include proof of proper licensing as stated in proposal documents.<br><b>(NOT APPLICABLE).</b>   | _____ | _____ |
| Include proof of proper insurance and if we are selected, agree to meet the City's insurance requirements, as stated in proposal documents<br><b>(NOT APPLICABLE).</b> | _____ | _____ |
| Proposal envelope is marked accordingly.   | _____ | _____ |
| Did you include the correct number of the complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive)?                       | _____ | _____ |
| Is each Addendum (when issued) signed and included?  | _____ | _____ |

**PLEASE SIGN AND RETURN WITH PROPOSAL** \_\_\_\_\_

**EXHIBIT "A"**

**SAMPLE AGREEMENT**

**BUSINESS LEASE AGREEMENT**

THIS LEASE AGREEMENT ("BUSINESS LEASE") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation, hereinafter "LANDLORD", and \_\_\_\_\_, a \_\_\_\_\_ corporation, with its principal address being \_\_\_\_\_, hereinafter "TENANT".

**WITNESSETH:**

LANDLORD, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties does demise and lease to TENANT and TENANT rents from LANDLORD that certain office space known as **Unit** \_\_\_\_ of the Fort Pierce City Marina Harbor Master Building, located at One Avenue "A", Fort Pierce, Florida 34950, consisting of approximately \_\_\_\_\_ **square feet**, for purposes of operating a business office for \_\_\_\_\_, subject to all existing zoning and building restrictions and regulations and the provisions and clauses of this Lease.

1. **TERM.** The term of this Lease shall be for an initial term of one (1) year commencing \_\_\_\_\_, 2018 to and including \_\_\_\_\_, 2018. TENANT shall also have an option to renew this Lease for an additional two (2) year 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.

2. **LEASED PREMISES.** The leased premises consists of an approximate \_\_\_\_\_ **square foot office** as depicted and shown on the attached Exhibit "A", which is incorporated herein by reference, known as **Unit** \_\_\_\_\_ of the Fort Pierce City Marina Harbor Master Building located at One Avenue "A", Fort Pierce, Florida 34950. TENANT shall take possession of the leased premises subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the leased premises.

3. **RENT.** TENANT in consideration of this Lease, shall pay LANDLORD, in advance and without demand at the offices of the Director of Finance, City Hall, 100 North U.S. Highway One, Fort Pierce, Florida 34950, or such other place as LANDLORD may from time to time designate in writing, rent in the sum of \$ \_\_\_\_\_ **per annum**, in equal monthly installments of \$ \_\_\_\_\_ **per month**, plus all applicable Florida state sales tax, in advance, on the first day of every calendar

month during the first twelve (12) months of this Lease. The rental amount is based on a rate of \$ \_\_\_\_\_ **per square foot**, for the \_\_\_\_\_ square foot space. If this Lease should commence on a day other than the first day of the month, TENANT shall pay rent equal to one-thirtieth (1/30th) of the monthly rent multiplied by the number of rental days in such fractional month. Commencing the first day of the second year of the 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 Miami-Fort Lauderdale, Florida region as published by the Bureau of Labor Statistics, for the month in which the second year of the lease term begins. For each change of one (1) index point in the CPI, rent shall be adjusted by a factor of 1.0% 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.

Any adjustments shall take effect at the end of the twelfth month following the commencement date of this Lease 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. Notwithstanding the foregoing, adjusted rent shall not be less than a three percent (3%) increase nor more than a ten percent (10%) increase from the previous lease year.

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.

**4. TAXES.** 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 its pro rata share of all sales, use, excise, and rental taxes levied, assessed or payable for or on account of this Lease, or the rent payments contemplated by this Lease, or the rents and other sums of money payable under or by virtue of this Lease. TENANT shall also be responsible for and pay its pro rata share of, any 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.

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

6. **PERSONAL PROPERTY TAXES.** 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.

7. **COMMON AREA.** The term "Common Area" shall mean that part of the entire marina property of LANDLORD located at One Avenue "A", Fort Pierce, Florida 34950 designated by LANDLORD from time to time for the common use of all occupants of the Harbor Master Building, including, among other facilities, parking area, walkways, landscaping, and loading areas, all of which shall be subject to LANDLORD's sole management and control. TENANT and its employees, customers, subtenants, licensees and concessionaires shall have the nonexclusive right and license to the use the Common Area as constituted from time to time, such use to be in common with LANDLORD, other tenants and occupants of the property, and all other persons permitted by LANDLORD to use the same and subject to such reasonable rules and regulations governing the use thereof as LANDLORD may from time to time prescribe, including the designation of specific areas within the property or in reasonable proximity thereto in which automobiles and vehicles owned or operated by TENANT, its employees, business invitees, and licensees shall travel or be parked. LANDLORD shall operate, maintain and repair the Common Area in such a manner as LANDLORD shall in its sole discretion determine.

8. **INSURANCE.** TENANT agrees to carry liability insurance coverage on the leased premises, listing the LANDLORD on said policy, in the amounts and as provided as follows:

9. **GENERAL LIABILITY INSURANCE.** Such insurance shall be no more restrictive than that provided by Coverage A (Bodily Injury and Property Damage) and Coverage B (Personal and Advertising Injury) of the latest edition of the standard occurrence Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida. TENANT shall require that its insurer name the LANDLORD, City of Fort Pierce, as an Additional Insured, on a form no more restrictive than ISO Form CG 20 11, Additional Insured B Managers or Lessors of Premises on the TENANT=s Commercial General Liability policy, and (and, where required limits are also provided by an umbrella or excess policy, such umbrella or excess policy shall also include the LESSOR as an additional insured). The policy must be endorsed to provide LESSOR with 30 days' notice of cancellation. The minimum limits (inclusive of amounts

provided by an umbrella or excess policy) shall be:

- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

Prior to occupying the Leased Premises, TENANT shall furnish satisfactory evidence of insurance to the City Clerk of the City of Fort Pierce. An appropriate Certificate of Insurance signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. Until such insurance is no longer required by this Lease Agreement, TENANT shall provide LANDLORD with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Neither approval nor failure to disapprove insurance furnished by TENANT shall relieve TENANT from responsibility to provide insurances required by this Lease Agreement.

Except as otherwise specifically authorized in this Lease Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by TENANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, LANDLORD may permit the application of a deductible. TENANT shall pay on behalf Of LANDLORD or LANDLORD=s officer or employee any deductible applicable to a claim against LANDLORD or LANDLORD=s officer or employee.

The insurance provided by TENANT shall apply on a primary basis. Any insurance or self insurance maintained by LANDLORD shall be in excess of, and shall not contribute with, the insurance provided by TENANT. TENANT shall furnish proof of insurance on a yearly basis to the City Clerk of the City of Fort Pierce. Neither approval nor failure to disapprove insurance furnished by TENANT shall relieve TENANT from responsibility to provide insurances required by this LEASE Agreement.

Compliance with these insurance requirements shall not limit the liability of TENANT, its sub-tenants, employees or agents. Any remedy provided to the LANDLORD or LANDLORD's members, officials, officers or employees by the insurance provided by TENANT or LANDLORD 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 LANDLORD under this LEASE or otherwise.

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

Except as provided for herein, to the extent any loss, liability, damage or cost is covered by applicable insurance, LESSOR and TENANT waive all rights against each other, provided such waiver does not compromise coverage under such insurance coverage.

**10. INDEMNIFICATION REQUIRED.** TENANT hereby agrees to defend, indemnify and hold harmless the LANDLORD and its officers and employees, from liability, damages, losses and costs, including but not limited to, reasonable attorney=s fees and costs, both at the trial and appellate levels, by reason of damage to persons or property , to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of TENANT and persons employed by TENANT in the performance of this Lease Agreement, or TENANT=s use of the Leased premises, or in any way arising on account of, or be claimed to have arisen from, any injury or damage caused to any person or property on or in the leased premises as a result of the TENANT=s negligence, recklessness, or intentional wrongful misconduct.

LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of the TENANT, TENANT=s employees, agent, guest, invitees, or otherwise, by reason of TENANT=s occupancy of the leased premises.

**11. USE OF PREMISES.** TENANT will use and occupy the premises as a business office for \_\_\_\_\_ **[TYPE IN SPECIFIC PURPOSE]** \_\_\_\_\_ purposes. TENANT specifically agrees not to conduct its business in a manner to disturb the quiet enjoyment of other tenants and occupants of the property and agrees to conduct its business in compliance with all applicable laws. TENANT further agrees to 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 of any State or Federal law, regulation, or agency; to make no alterations or additions to the leased premises without the prior written consent of LANDLORD; 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, heating, ventilating, air conditioning and other facilities and appliances; not to destroy, deface, damage, impair or remove any part of the leased premises, or property therein belonging to LANDLORD; to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not unreasonably disturb other tenants or occupants or constitute a breach of the peace; and to surrender the leased premises at the termination of this LEASE in as good state and condition as reasonable use and wear will have permitted.

**12. MAINTENANCE AND REPAIR.** LANDLORD shall keep the foundation, the exterior walls and roof of the leased premises in good repair, except that LANDLORD shall not be required to make any repairs occasioned by the act of negligence of TENANT, its agents, employees, business invitees and concessionaires, which repairs shall be made by TENANT, subject to LANDLORD's supervision. In the event that the leased premises should become in need of repairs required to be made by LANDLORD hereunder, TENANT shall give immediate written notice thereof to LANDLORD, and LANDLORD shall not be responsible in any way for the failure to make any repairs until a reasonable time shall have elapsed after delivery of such written notice. Other than as herein provided, LANDLORD shall not be responsible to maintain or to make any improvements or repairs of any kind in or upon the leased premises. TENANT shall keep and maintain in good order, condition and repair (which repair shall mean replacement if necessary) the exterior and interior portions of all doors, windows, glass, plumbing and sewage facilities within the leased premises, fixtures, heating, air conditioning within the leased premises, interior electrical equipment serving the leased premises, interior walls, floors and ceilings. If any repairs required to be made by TENANT hereunder are not made 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 or 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 percent (10%) of the amount thereof (for LANDLORD's service and overhead costs).

**13. ALTERATIONS.** TENANT shall not make any alterations, additions or improvements to the leased premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the leased premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the leased premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the leased premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the leased 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 leased premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT.

**14. UTILITIES.** TENANT shall pay LANDLORD the sum of \$ \_\_\_\_\_ per month for utility services rendered or furnished to the leased premises, including heat, water, gas (if available),

sewer and electricity. LANDLORD will at its option provide trash removal as part of the rent for the undivided portion of the Harbor Master Building, at no cost to TENANT.

**15. DAMAGE AND OBLIGATION TO RESTORE.** TENANT shall give immediate written notice to LANDLORD of any damage caused to the leased premises by fire or other casualty. If the leased premises should be: **(1)** damaged by any uninsured casualty or; **(2)** be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD may elect either to terminate the Lease or to proceed to rebuild and repair the leased premises. Should LANDLORD elect to terminate the Lease due to such damage or destruction, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty. Except as otherwise provided herein, in the event the leased premises should be damaged by fire or other casualty insurable under standard fire and extended insurance coverage, LANDLORD shall proceed with reasonable diligence to rebuild and repair the leased premises. LANDLORD's obligation to rebuild and repair shall be limited to restoring the leased premises to substantially return to the condition in which same existed prior to the casualty, shall be limited to the extent of the insurance proceeds available to LANDLORD for such restoration and, further, shall exclude any obligation with regard to the personal property and trade fixtures of TENANT. In the event LANDLORD should elect to restore the leased premises and TENANT should be deprived of the occupancy and use of a portion of the leased premises, rent shall be equitably apportioned according to the area of the leased premises which is unusable by TENANT, until such time as LANDLORD shall have completed its restoration as provided herein. In the event of total destruction, TENANT's rent shall completely abate from the date of such destruction. In the event any portion of the business property should be damaged to such an extent that LANDLORD, in its sole discretion, should elect to discontinue operation of the Harbor Master Building, LANDLORD may cancel this Lease by giving written notice to TENANT, and the Lease shall terminate and become null and void.

**16. LIABILITY.** 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 occupancy of the leased premises or because of fire, flood, wind storm, acts of God, or for any other reason, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligence, acts or omissions. This paragraph shall apply also to damage caused as previously stated or by frost, steam, excessive heat or cold, falling objects, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes of plumbing fixtures and shall apply equally whether any such damage results from the acts or omissions of other tenants, occupants or of any other person, whether such damage be caused by or

result from any other thing or circumstances above mentioned, or any other thing or circumstances, whether of a like or wholly different nature.

**17. EMINENT DOMAIN.** If the leased 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 aware 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 leased premises.

If the entire leased 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 leased 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.

In the event any portion of the Common Area should be taken to such extent that LANDLORD, in its sole discretion, should elect to discontinue operation of the business, LANDLORD may cancel the Lease by giving written notice to TENANT, and the Lease shall terminate and become null and void ninety (90) days after said notice.

**18. 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 leased premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the leased premises without the prior written consent of LANDLORD.

In the event of the transfer and assignment by LANDLORD of its interest in the Lease and in the building containing the leased 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.

**19. 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 leased premises by TENANT.

(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 to be in default if TENANT commences such cure within said ten 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 for the 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.

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.

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

(c) Maintain TENANT's right to possession, in which event the Lease shall continue in effect whether or not LANDLORD shall have abandoned the leased premises. In such event, LANDLORD shall be entitled to relet the leased premises and to enforce all of LANDLORD's rights and remedies under the Lease, including the right to recover its rent as it becomes due.

(d) Pursue any other remedy now or hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida.

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 property; the costs of repairing, altering, remodeling or otherwise putting the leased premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by LANDLORD, including attorney's fees.

**20. TERMINATION.** Either party may terminate this Lease Agreement without cause upon sixty (60) days written notice.

In an event of any default or breach by tenant, LANDLORD may 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; terminate the TENANT's right to possession of the lease premises by any lawful means and take possession thereof in which event, TENANT shall immediately surrender possession of the leased premises to LANDLORD and all further liability under the lease on the part of the tenant and landlord shall terminate or LANDLORD may pursue any other remedy now and hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida. Upon termination and expiration of the lease term LANDLORD shall have the immediate right thereafter to reenter the lease premises and remove all persons and property there from.

The rights and remedies granted herein to LANDLORD are distinct, separate 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.

If the Lease should be terminated, or the Lease term should expire, LANDLORD shall have the immediate right thereafter to re-enter the leased 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 of 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.

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, and late charges which may be imposed on LANDLORD by the terms of any mortgage covering the leased premises. 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 six percent (6%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment of TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT's default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder.

**21. 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 leased premises, and also upon all proceeds of any insurance which may accrue to TENANT by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of LANDLORD until all arrearage 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.

**22. 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 leased premises.

If LANDLORD desires to finance, refinance, or sell the leased 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.

**23. 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, Attn: 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: \_\_\_\_\_, Attn. \_\_\_\_\_, President, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, CITY STATE AND ZIP, 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.

**24. LESSOR'S RIGHTS.** LANDLORD and LANDLORD's agents shall have the right to enter the leased premises at reasonable times for the purpose of inspecting same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the leased premises or to the building of which they are a part as LANDLORD may deem necessary and desirable.

**25. 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 leased 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 the date last executed by the parties without amendment or deletion to the Lease and its Exhibits.

(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 by 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. Payment of such interest shall not excuse or cure any default by TENANT under the Lease.

(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 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 business 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.

**26. 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.

**27. 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.

**28. 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.

**29. RADON GAS.** Pursuant to Fla. Stat. Sec. 404.056(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.

**30. 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 lease 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:**

BY: \_\_\_\_\_  
Linda Cox, City Clerk

**LANDLORD:**

**CITY OF FORT PIERCE, FLORIDA**

BY: \_\_\_\_\_  
Linda Hudson, Mayor

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND CORRECTNESS:**

BY: \_\_\_\_\_  
City Attorney

**WITNESSES AS TO TENANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

**WITNESSES AS TO GUARANTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

**TENANT:  
[TYPE TENANT'S NAME]**

BY: \_\_\_\_\_  
[TYPE OFFICERS NAME], President

DATE: \_\_\_\_\_

**GUARANTOR:  
[TYPE GUARANTOR'S NAME]**

\_\_\_\_\_  
TYPE NAME

DATE: \_\_\_\_\_

**GUARANTEE**

THE UNDERSIGNED, as Guarantor, guarantees all of the obligations of the TENANT under that certain Lease dated the \_\_\_\_\_ day of \_\_\_\_\_, 2018, between CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation, as LANDLORD, and \_\_\_\_\_, a \_\_\_\_\_ corporation, as TENANT, for the leased premises identified therein and located at One Avenue "A",, Fort Pierce, Florida 34950.

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 leased premises.

3. The undersigned has executed this Guarantee to induce LANDLORD to lease the leased 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 \_\_\_\_\_, 2016.

**WITNESSES:**

**GUARANTORS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
[TYPE GUARANTOR'S NAME]

\_\_\_\_\_  
Print name

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

# EXHIBIT 'B'

## FLOOR PLAN

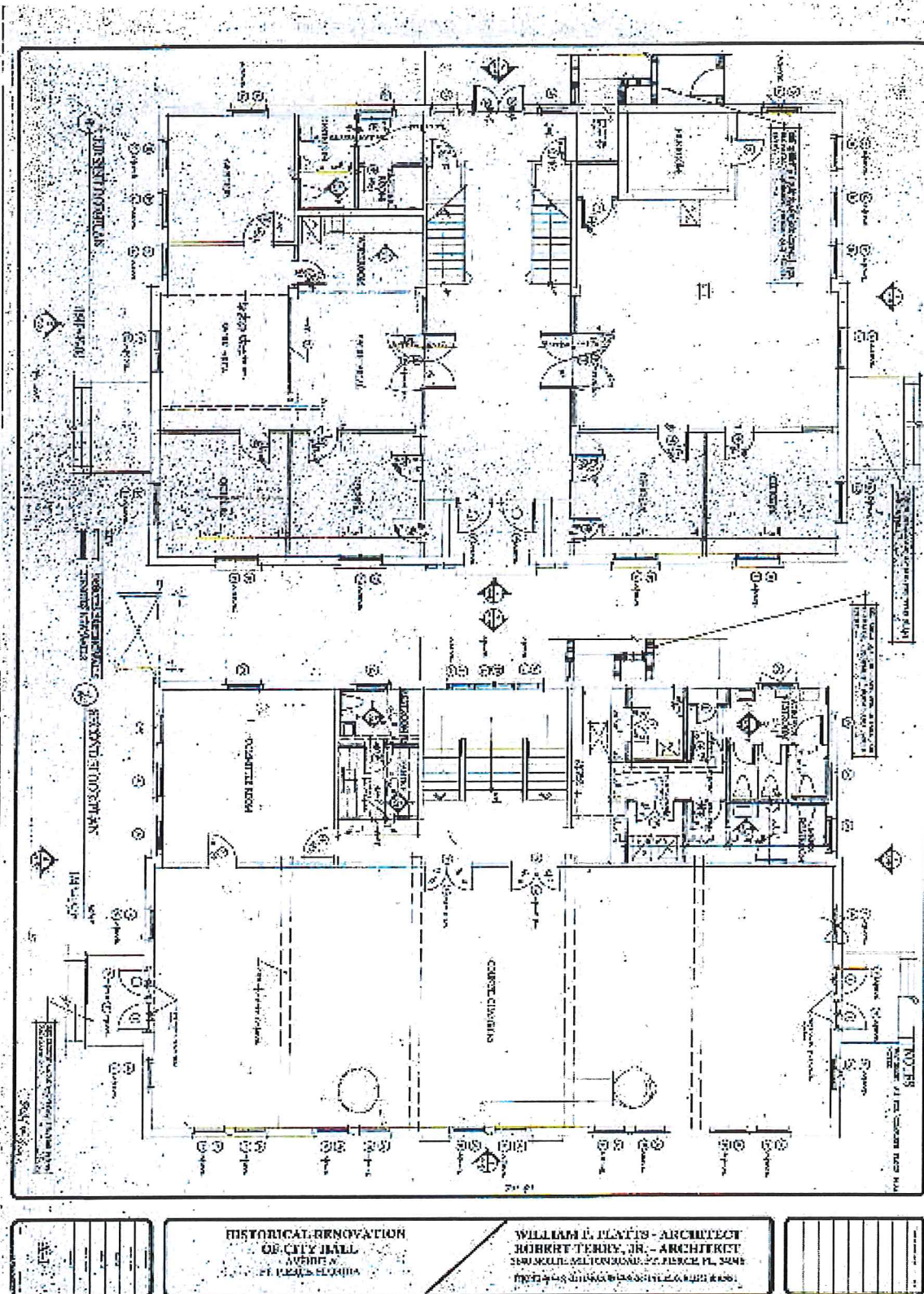


Exhibit "B" – Floor Plan

**Exhibit "C"**

**Market Analysis Report**

**Performed by Osteen Appraisal Services, Inc.**

**A RENTAL STUDY  
OF THE GROUND FLOOR OFFICE UNIT  
LOCATED AT 315 AVENUE A  
FORT PIERCE, FL 34950**

**PREPARED FOR  
CITY OF FOR PIERCE**

**DATE OF RENTAL ANALYSIS  
SEPTEMBER 6, 2018**

**PREPARED BY  
THOMAS A. OSTEEN, MAI, SRA**

**&**

**COOPER OSTEEN  
ST. CERT. GEN. RZ3707**

## **OSTEEN APPRAISAL SERVICES INC.**

**REAL ESTATE APPRAISERS AND CONSULTANTS  
LICENSED REAL ESTATE BROKERS  
COOPER OSTEEN  
ST. CERT. GEN. RZ3707**

**112 ORANGE AVEUE  
FORT PIERCE, FL 34950**

**FT. PIERCE (772) 461-3363  
OFFICE@OSTEENAPPRAISAL.COM**

Gelencia Carter  
Purchasing Manager  
City of Fort Pierce  
PO Box 1480  
Fort Pierce, FL 34954

RE: A market rental estimate for the ground floor of the professional office building located at 315 Avenue A, Fort Pierce, FL.

Dear Ms. Carter:

As you have requested, we have completed a market rental study for the above referenced property. The subject of the report consists of a ground floor professional office unit containing approximately 2,093 square feet of leasable area. The ground floor contains a total of 3,500 square feet, but there is a sizable mid-section comprised of common area, which is excluded from the leasable space that is the subject of the assignment.

At the request of the client, the rental study assumes a lease period of 10 years. Also implied within the estimated rental parameter is the assumption of typical market escalations, approximately 3% per year.

We are utilizing measurements we took on our inspection and building plans to calculate the building's square footage and the leasable area of the unit. Because of the placement of certain building components and storage, some measurements were difficult to obtain. Additionally, the building plans that we are in possession of are not complete in terms of

dimensions. The square footage parameter utilized in this report is a good approximate representation of leasable area, although the area could be shown to be slightly more or less by a full set of plans with all wall dimensions. If that were the case, the reconciled rental estimate of this report (Concluded on a Price Per Square Foot Basis) will remain applicable to any minor variations in the leasable area calculation.

Note that the subject property is comprised of two potentially separate units on the ground floor of the 315 Avenue A Building. The Scope of the Assignment is to estimate market rental for the units collectively, assuming a lease to a single tenant. The assignment is completed consistent with that scope.

We certify that, to the best of our knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The appraisal is also intended to comply with Uniform Standards of Professional Appraisal Practice, which were developed as a result of FIRREA, the Financial Institutions Reform, Recovery and Enforcement Act of 1989. In addition my analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for State Certified Appraisers and the current Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation.

This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of a loan.

A description of the property appraised, together with an explanation of the appraisal procedures utilized, is contained in the body of this report. The estimate of market rental, subject to the limiting conditions and certification as contained herein, as of September 6, 2018 is as follows:

**\$12.50 Per Square Foot of Leasable Area (Gross)**

**Assumes 10 Year Term with Typical Increases of 3% Per Year**

Respectfully submitted,



Cooper Osteen  
St. Cert. Gen. RZ3707



Thomas A. Osteen, MAI, SRA  
State Certified General Real Estate Appraiser, #RZ0000174

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**SUMMARY OF SALIENT PROPERTY FACTS**

|   |  |
|---|--|
| TYPE OF PROPERTY                                  | Professional Office Building (Ground Floor Less Common Areas)  |
| LOCATION  | 315 Avenue A. Fort Pierce, FL 34950  |
| EFFECTIVE DATE OF RENTAL ESTIMATE                 | September 6, 2018  |
| DATE OF TRANSMITTAL                               | September 7, 2018  |
| PREVIOUS VALUATION SERVICES INVOLVING THE SUBJECT | We have not been hired within the last three years to perform any type of valuation services involving the subject property.   |
| ZONING  | C-3 General Commercial   |
| LAND SIZE   | 2.54 Acres Total – the subject sits on a larger lot also occupied by City Hall & a public parking garage.  |
| BUILDING TO LAND RATIO                            | N/A  |
| BUILDING IMPROVEMENTS                             | The subject property is the ground floor (less common area) of a 7,000 square foot two story office building located in Downtown Fort Pierce, FL. The subject of this market rental study is 2,093 square feet of first floor leasable area. |
| MARKET RENTAL ESTIMATE                            | \$12.50 Per Square Foot Gross  |
| **TERMS   | Assumes 10 Year Lease Term & Standard Escalations  |
|   |  |

## INTRODUCTORY COMMENTS

### ***Intended Use/Intended User***

The intended user of the report is the City of Fort Pierce. The City of Fort Pierce will be utilizing the appraisal to establish market rental in order to negotiate a new lease on the subject property.

### ***Effective Date of Market Rental Estimate***

The estimate of market rental is being made for the property as of September 6, 2018.

### ***Previous Appraisal / Advisory Services Involving Subject Property***

Our appraisal company has not been hired to perform any sort of valuation services on the subject property prior to engagement for the current market rental study assignment.

### ***Market Rent Defined***

Market Rent is defined by the Appraisal Institute in the Dictionary of Real Estate Appraisal, Fourth Edition on Page 176 below. This functions as the working definition for this appraisal assignment.

***The most probable rent which a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including term, rental adjustment and revaluation, permitted use, use restrictions, and expense obligations; the lessee and lessor each acting prudently and knowledgeably, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby:***

- Lessor and Lessee are typically motivated
- Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. dollars and is expressed as an amount per time period consistent with the payment schedule of the lease contract
- The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction

### ***Scope of the Appraisal***

This report represents a complete market rental study that is being submitted to the client in a narrative report format.

The subject property was inspected by Thomas Osteen, MAI, SRA and Cooper Osteen, on the date of the appraisal.

In estimating market rent, the appraiser has gathered rental data on comparable facilities within the Saint Lucie County area. Data sources available to the appraiser, and either utilized or referred to include the MLS service in Saint Lucie County, Loop Net, real estate web sites for brokers not connected with MLS who are known to be active marketers in this area, market participants, and governmental agencies of St. Lucie and the City of Fort Pierce. We also have personally confirmed with a broker or owner, all of the rental data utilized in this appraisal. Each rental comparable was also inspected by Cooper Osteen and Thomas Osteen, MAI, SRA.

The appraisal includes analysis of the subject property to the degree that relevant property characteristics, typically used by market participants to evaluate properties in this class, are considered.

Note that the subject property (Ground floor of 315 Avenue A) is part of a larger building and is located on a site containing other building improvements. The subject of the report is outlined within the Legal Description section of the report as it is described in a current lease agreement between the City of Fort Pierce and the tenant.

Note that the subject is comprised of two potentially separate rental units that are currently leased together. The Scope of the Assignment is to estimate the market rental of the units together. The conclusions of this appraisal report could differ if the units were leased on an individual, independent basis.

### ***Competency Provision***

Osteen Appraisal Services Inc. and the signatories hereto have experience in the appraisal of properties similar to the subject and are qualified due to education, training, and experience in the preparation of such reports to comply with the competency provisions of the USPAP. The professional qualifications of the individuals who prepared this report are included for specific reference.

### ***Exposure Period***

The rental exposure period for the subject property is estimated to be one year.

**SUBJECT PHOTOS**

EXTERIOR



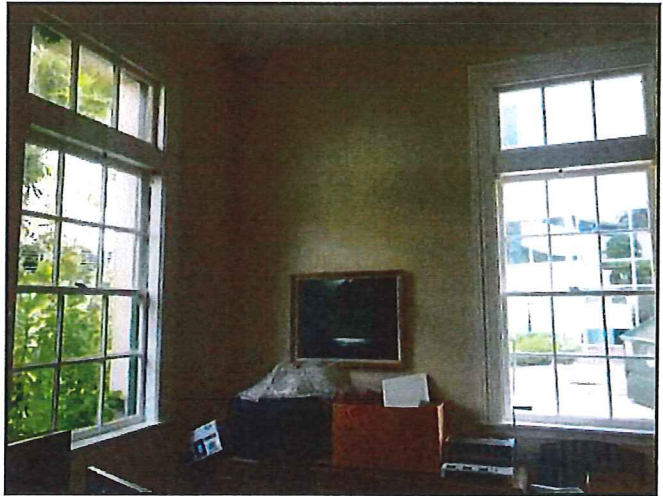
STREET VIEW



STREET VIEW



TYPICAL INTERIOR



TYPICAL INTERIOR



TYPICAL INTERIOR



## NEIGHBORHOOD DESCRIPTION

The relationship of the subject property with surrounding properties forms the basis of neighborhood analysis. The 10th Edition of the Appraisal of Real Estate refers to forces which influence property value as, "Social, economic, governmental and environmental forces influence property values in the vicinity of a subject property, which in turn, directly affects the value of the subject property itself." Neighborhood analysis is thus a study of forces and factors which will tend to influence the value of the Subject Property in the future.

### ***Boundaries & Overview***

The subject neighborhood is located east of U.S. Highway 1 between Seaway Drive to the north and Delaware Avenue to the south. The neighborhood is known as the Fort Pierce downtown business district. The neighborhood consists of the oldest grouping of commercial properties in St. Lucie County.

US Highway 1 is the primary method of north and south travel in the eastern portion of the Saint Lucie County. Much of the traffic flowing into the interior portions of the neighborhood originates from US Highway 1. North and south streets through in interior portion of the neighborhood are 2<sup>nd</sup> Street and Indian River Drive. The main streets that intersect Indian River Drive and 2<sup>nd</sup> Street are Citrus Avenue, Orange Avenue, and Avenue A. Indian River Drive is the easternmost road in the neighborhood and parallels the Indian River Lagoon. To the south of the neighborhood, some of the city's highest priced housing is located along Indian River Drive while it takes on a commercial landscape in the neighborhood once inside the downtown district. The heart of institutional and governmental activity is along 2<sup>nd</sup> Street. Small businesses are located in historic strip type development along Orange Avenue, Avenue A, and 2<sup>nd</sup> Street.

### ***Revitalization & Trends***

Main Street Fort Pierce, Inc. is a comprehensive revitalization program designed to encourage economic development in conjunction with historical preservation. Established in 1988, the non-profit corporation is a local, public-private partnership funded by memberships, fund-raising projects and city government. The organization coordinates downtown improvements, and works to create a positive image of the area. Main Street is behind events such as Friday Fest, Backus Festival and Sights and Sounds on Second as well as other events. Main Street Fort Pierce has been a driving force in re-establishing the downtown Fort Pierce area into a functioning commerce center and in May 2011 was a recipient of the Great American Mainstreet award.

The downtown area has been a focal point for new development and redevelopment over the past several years with renovation of the former PNC branch bank at Orange Avenue and 2<sup>nd</sup> Street, 2<sup>nd</sup> Street Bistro, construction of the Renaissance building, etc. Occupancy has increased over the past 5 years and upward pressure has been seen on rental rates within increasing activity and traffic through the downtown area.

### ***Edgartown***

The Edgartown Historic District encompasses northern areas of the central business district and stretches north to the port. This area has been targeted by the city to function as a historic district that incorporates commercial uses with residential uses, historic and civic buildings, and marine related activities. Plans have recently been submitted for large scale redevelopment of the former HD King Power Plant.

### ***Marine Influences / Other***

The Fort Pierce City Marina recently completed a \$20M+ project to increase boat capacity and provide a safe haven for boats through the man-made barrier islands that have been constructed. Indications from city marina officials indicate that the project has been met with significant demand, much of which is originating from South Florida.

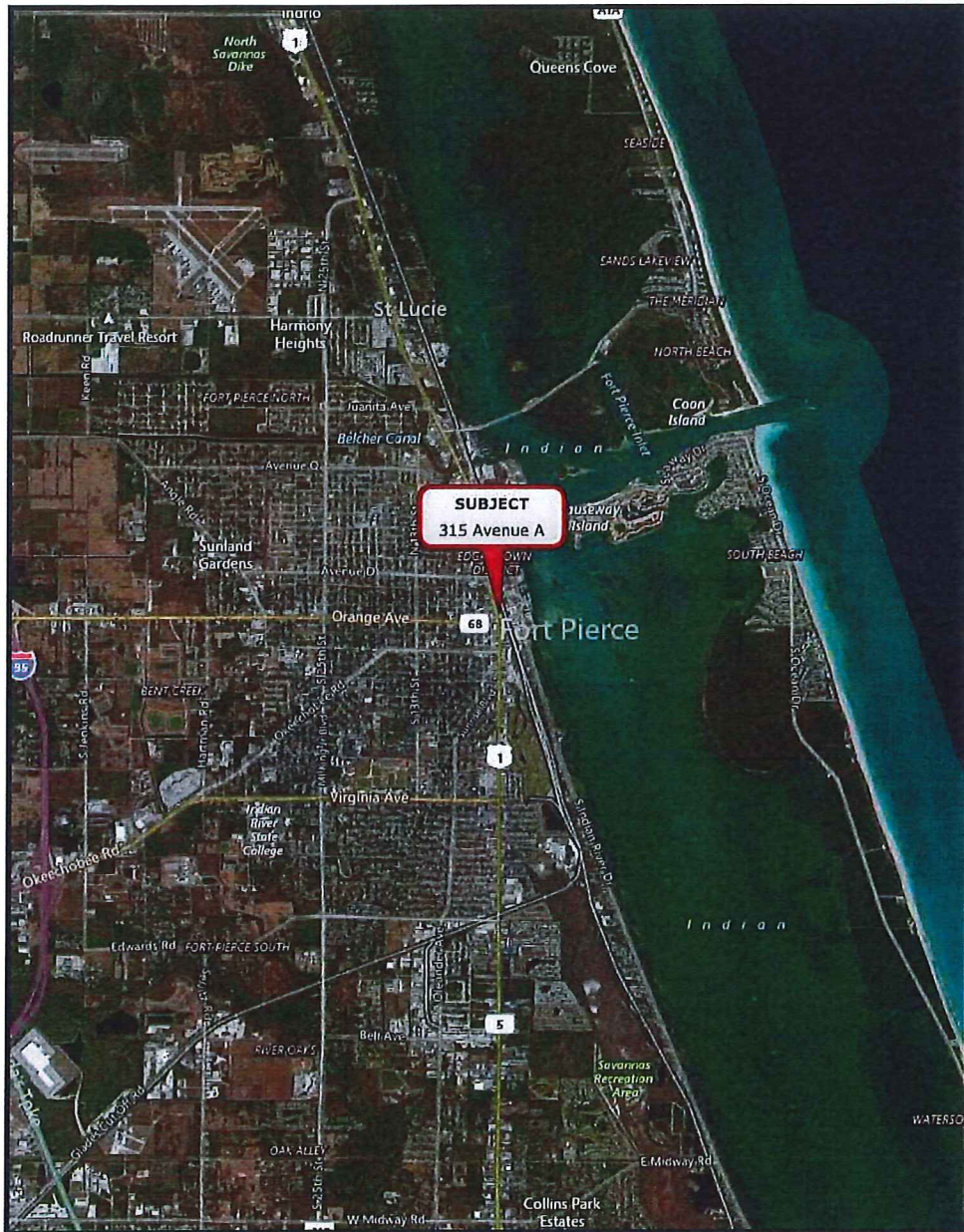
The Port of Fort Pierce is a deep water cargo port located north of Edgartown. The Port Master Plan goals include oversight of the development and redevelopment of land within the operations area. The county recently acquired a key land tract within the Port Operations area, which will play a role in the county's plan to kickstart commerce within the port.

We note the subject's proximity to the Florida East Coast Railway. Plans are currently in the works to drastically expand the operations of the rail through All Aboard Florida, a high speed passenger rail service. Many residents and business owners are fighting the implementation of the All Aboard Florida plan fearing the frequency of trains will hurt commerce by blocking traffic and be a nuisance. At this point, it appears that the project will move forward and could represent a risk factor to nearby enterprises depending on the impact increased operations have on traffic, aesthetics, and the overall ambiance of the area. Thus far though, little to no negative impact has been observed on market prices.

### ***Market Conditions***

The local economy and real estate markets have continued to recover in the aftermath of the recession. The improved commercial market has now at least reached stabilization locally in almost all areas. Prime and 2<sup>nd</sup> tier locations are experiencing upward pricing pressure for improved property in many areas. Fort Pierce typically lags behind more favorably located commercial property in neighboring Port Saint Lucie and Vero Beach, although real estate activity is heightened in prime areas of Fort Pierce including downtown.

# NEIGHBORHOOD MAP



## PROPERTY DATA

### *Legal Description (Parent Parcel)*

AARON LEE'S MAP OF FORT PIERCE BLK I ALL BLOCK-LESS E 20 FT AND LESS US #1 AND LESS RD R/W- AND LESS ADD'L RD R/W MPDAF: FROM INT OF SE COR OF LOT 7 AND NLY RD R/W OF ORANGE AVE, TH S 71 09 48 W 2.43 FT TO POB; TH CONT S 71 09 48 W 22.29 FT TO ELY RD R/W LI OF US1, TH N 18 43 46 W ALG R/W LI 28.23 FT, TH S 57 03 58 E 35.94 FT TO POB- (MAP 24/10N) (2.55 AC - 110,836SF) (OR 652-1912: 653-1790: 655-2681: 656-2115: 669-44)

The subject of this report is **ONLY** the ground floor, less common areas, of 315 Avenue A.

### *Overview of Local Rate Terminology*

Below is a summary of rate terminology typically utilized in the local marketplace for the two main types of leases.

- ◆ Gross: Landlord retains responsibility for taxes, insurance, and exterior/structural maintenance. Tenant typically retains responsibility for short lived, interior components in terms of maintenance.
- ◆ Triple Net Rental Rate: All building expenses are passed through to the tenant including taxes, insurance, building maintenance, and utilities.

The lease rate is estimated on a gross basis at the request of the client.

### *Lease History*

The most recent lease agreement involving the subject property was signed on the 2<sup>nd</sup> day of October 2017 by the current tenant, McAlpin Cavalcanti & Lewis, a local accounting firm. The lease agreement was for a period of one year at a rate of \$2,284.35 per month, or \$27,412.20 per year. The rate equates to \$13.10 per square foot of area. The City of Fort Pierce reported that the rental rate has been at that level since the city took the building over from Main Street in 2014.

The lease is done on a gross basis with the landlord having responsibility for property expenses including taxes, insurance, and maintenance including structural items and roof, façade, HVAC, and other major building components. The tenant is responsible for utilities outside of trash pickup. The landlord also maintains common areas including restrooms.

### SUMMARY OF RELEVANT SITE CHARACTERISTICS

|                   |   |
|-------------------|---|
| SIZE / SHAPE      | The subject is located within a two story building situated at the northeast corner of a 2.54 acre site. The site contains other improvements including the City Hall Building and a municipal parking garage. The site is regularly shaped and encompasses the full block between Avenue A, US 1, and Orange Avenue. |
| ACCESS            | The parking garage is accessible directly from Avenue A and Orange Avenue.  |
| UTILITIES         | The subject utilizes municipal water and sewer systems. Trash pickup is provided by the landlord.   |
| BOUNDING USES     | City Hall is situated to the immediate south, a municipal parking garage is situated to the immediate east, US Highway 1 is situated to the immediate west, and a consignment / arts shop is located across Avenue A to the north.  |
| ZONING            | C-3; General Commercial – This is the city’s lease restrictive commercial zoning classification and permits a wide range of commercial utilization including but not limited to offices, retain, motels, gas stations, etc.   |
| SITE IMPROVEMENTS | The subject is located on the same site as a municipal parking garage, which provides ample parking space. Aside from the parking garage, there is on street parking across the street.   |

### SUMMARY OF RELEVANT BUILDING CHARACTERISTICS

|                     |  |
|---------------------|--|
| BUILDING            | <p>The subject building contains a total of 7,000 square feet of gross building area and was constructed in 1925. The property underwent a substantial renovation in the 1990's. The subject is comprised of two similar sized units along the east and west sides of the building. These are divided by common area in the middle. The total office space, excluding common area, is approximately 2,093 SF.</p>  |
| CONSTRUCTION TYPE   | Concrete Block Construction  |
| LAYOUT AND FINISHES | <p>The east wing contains 1,030 SF leasable area with a reception area, three private offices, a kitchen/break area, an open file room, and a storage area.</p> <p>The west wing contains and estimated 1,118 square feet of leasable area that includes two private offices, a large open workspace, and a private file room with concrete block walls. Each wing has its own A/C unit.</p> <p>Both wings contains commercial grade carpet and wood flooring, painted drywall, wood trim, fluorescent lighting, and knock down ceilings. The office space is generally in average condition, although there are some signs of deferred maintenance around windows.</p> <p>The subject is considered to be mostly in line with the market standard for office space in the downtown area.</p> <p>The subject property does not have its own internal restrooms, although one common restroom is available on the first floor and additional common restrooms are available on the 2<sup>nd</sup> floor. The restrooms are easily accessible and the fact that they are accessed in the common area is not viewed as a negative functional feature.</p> |

## THE APPRAISAL PROCESS

The appraisal assignment is to estimate market rent for the subject property. This is accomplished through analysis of comparable rentals. Rentals used in estimating the market rent of the subject property are outlined on the following pages.

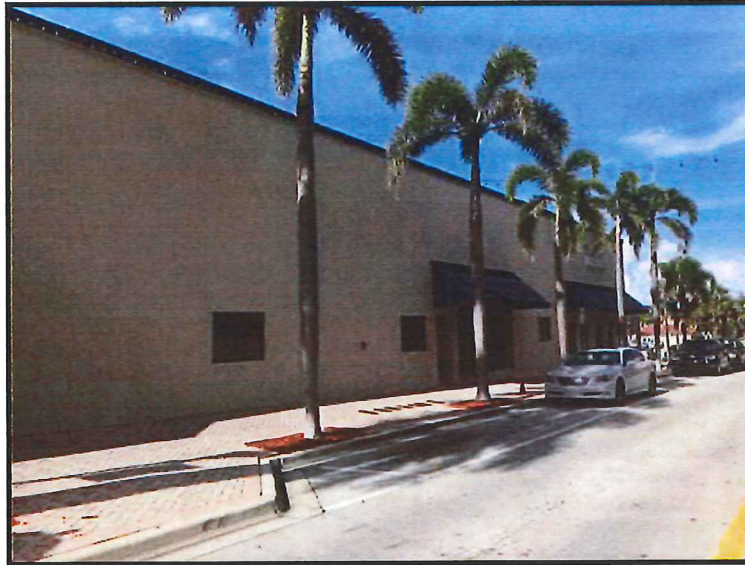
Market rental is estimated on a gross basis, consistent with most rentals being done in the downtown Fort Pierce market. Note the subject is evaluated based on its leasable square footage, or the space between interior unit walls. Many of the leases done in this area are based on gross building area, or a hybrid calculation using facets of leasable and gross building area. Allowances will be made within the comparative process to account for differences in size calculations.

Rentals are outlined on the next page and are followed by a discussion of adjustments and concluded rental parameter:

| SUMMARY OF RENTAL COMPARABLES |   |  |  |   |
|-------------------------------|---|--|--|---|
| Rental                        | Rental 1  | Rental 2   | Rental 3   | Rental 4  |
| SUBJECT PROPERTY              | 315 Avenue A<br>Fort Pierce, FL<br>Downtown Business District<br>2 Story Office               | 307 Orange Avenue<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story Retail / Office  | 208 Avenue A<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story / Mostly Retail                     | 415 Avenue A<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story Retail & Office  |
| Address                       | 112 Orange Avenue<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story Retail & Office | 307 Orange Avenue<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story Retail / Office  | 208 Avenue A<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story / Mostly Retail                     | 415 Avenue A<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story Retail & Office  |
| Location Description          | 112 Orange Avenue<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story Retail & Office | 307 Orange Avenue<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story Retail / Office  | 208 Avenue A<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story / Mostly Retail                     | 415 Avenue A<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story Retail & Office  |
| Type Building                 | 112 Orange Avenue<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story Retail & Office | 307 Orange Avenue<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story Retail / Office  | 208 Avenue A<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story / Mostly Retail                     | 415 Avenue A<br>Fort Pierce, FL<br>Downtown Business District<br>1 Story Retail & Office  |
| Unit Size                     | 1,407   | 1,100  | Various  | 2,700   |
| Building Design & Appeal      | 1,407   | 1,100  | Various  | 2,700   |
| Parking                       | Similar<br>Street / Public  | Good<br>Street / Some Private  | CBS / Average<br>Street / Some Private   | Average+<br>Limited Private, Street Parking   |
| Type Lease                    | Gross   | Gross  | Gross  | Gross   |
| Annual Rental Amount          | \$ 19,200.00  | \$ 21,600.00   | N/A  | \$ 33,000.00  |
| CAM                           | \$ -  | \$ -   | N/A  | \$ -  |
| Rent / SF / Year              | \$ 13.65  | \$ 19.64   | \$ 12.00   | \$ 12.22  |
| COMMENTS                      | Subject Current Rental.<br>Currently utilized as<br>professional offices.                     | Newer, updated finishes &<br>superior design and appeal.<br>Existing rentals reported to<br>be closer to the \$16.00 per<br>square foot range.<br>Smaller Units. | Owner reported current rental<br>rates @ \$12.00 per square foot<br>gross for predominantly retail<br>space. | This was the asking rental of the<br>ground floor unit at 415 Ave A.<br>The unit was leased in 2018.<br>The exact rate was unavailable but<br>it was reported to be "very close"<br>to the asking rate. |



COMPARABLE RENTAL PHOTOS





## **Overview of Comparable Rentals**

**Rental 1** is a good rental comparison because of the setup / configuration of the offices. Rental 1 contains one half predominantly open work space while the other half of the office is partitioned into individual offices / conference / etc. This rental was re-negotiated in 2018 and produces an indicator of \$13.65 per square foot. Rental 1 contains internal restrooms while restrooms are in the common area of the subject; however, this is not considered to detract from the subject unit functionally in a substantial way. Overall, considering all factors, the subject's rental rate should be placed near this level. Note Rental 1 is evaluated based on leasable area.

**Rental 2** is a currently asking rental in a comparable location of downtown Fort Pierce. The unit is smaller and considered superior physically. The unit is recently updated, contains some private parking, and also contains a large amount of common area that is available for storage, showers, large restrooms, etc. We were able to gain some insight on where other actual rentals are in the Rental 2 building. Still, this comparison represents the upper end of the market range for downtown office space. Note Rental 2 is evaluated based on leasable area.

**Rental 3** is a predominantly retail oriented building, although it is not uncommon to see office users crossover into retail space and Rental 3 represents a competitive alternative to the subject. The owner of the building has various space sizes in the building, but said that the average rental is approximately \$12.00 square foot. The subject typically contains a higher level of finishes that could justify a moderately higher rental rate, although a market rental conclusion well above \$12.00 per square foot is not supported by Rental 3. Note Rental 3 size calculations are typically based on gross area. Thus, the rate translation to leasable area is moderately higher than \$

**Rental 4** is a comparable building located on the west side of US Highway 1. This is known as the Arcade Building and has a 2,700 square foot office / retail space available for lease for \$12.22 per square foot. The subject is considered superior to Rental 4 being on the east side of US Highway 1 closer to the core CBD and also being smaller. Again, the subject's rental rate is supportable above the Rental 4 ask, but not substantially above this level. Rental for is also evaluated on gross building area. Therefore, the price from a leasable area standpoint would be moderately higher, likely in the \$.25 to \$.50 per square foot range.

### **Other**

The subject does not have internal restrooms while all of the comparable rentals do; however, there is a first floor common restroom and 2<sup>nd</sup> floor common restrooms. The commons restrooms are easily accessible and this is not viewed as a functional drawback for the subject vs. other comparables.

The client has requested the market rental estimate be made assuming a term of 10 years. We note that 10 year leases are rare in the market area outside of leases to

governmental agencies. There is basically no paired data that can be readily utilized to support the impact of a 10 year lease vs. typical 3 to 5 year terms in a space like the subject. We have discussed the market's likely reaction to a stipulated 10 year lease term. Typically, longer terms are viewed more favorably by landlords. However, the amount of tenants that are willing to exceed a 5 year lease term is small. The combination of desirability from a landlord standpoint and common aversion to such a long term from a tenant standpoint likely means that the rate would be discounted for a 10 year term vs. a typical 3 to 5 year term. Though a smaller portion of the market, there is still likely a faction of the tenant pool that will appreciate the predictability of a 10 year lease. Net of these considerations, we believe that a stipulated 10 year lease term will result in some discount vs. a 3 to 5 year term, although not overly significant.

With consideration to all of the information that we were able to gather, and qualitative analysis of the subject relative to rental comparables in terms of physical attributes and terms, we estimate the subject's market rental at \$12.50 per square foot on a gross basis and assuming a 10 year rental term. This also assumes typical 3% annual escalations.

**\$12.50 PER SQUARE FOOT GROSS**

Based on our square footage calculation of 2,093 SF, the annual rental amount is \$26,162, or \$2,180.21 per month.

The implied exposure period is 1 year. The marketing time is 12 months.

## CERTIFICATION

We certify that, to the best of our knowledge and belief:

- ◆ The statements of fact contained in this report are true and correct.
- ◆ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.
- ◆ We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
- ◆ Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- ◆ The analyses, opinions, and conclusion were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation, except that the departure provision of the USPAP does not apply.
- ◆ Thomas A. Osteen, MAI, SRA has made a personal inspection of the property that is the subject of this report.
- ◆ No one provided significant professional assistance to the appraisers that are signing the report.
- ◆ The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraiser Board.
- ◆ This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- ◆ As of the date of this report, I, Thomas A. Osteen, MAI, SRA, has completed the requirements of the continuing education program of the Appraisal Institute.
- ◆ This report is subject to peer review by authorized members of the Appraisal Institute.
- ◆ We have not been hired to perform any valuation related services involving the subject property in the three years prior to being hired by the client.



Thomas A. Osteen, MAI, SRA  
State Cert Gen RZ174

*Cooper Osteen*

Cooper Osteen  
St. Cert. Gen. REA RZ3707

## **QUALIFICATIONS OF COOPER OSTEEN, STATE CERT. GEN. RZ3707**

### **Licensure**

COOPER OSTEEN, State Cert. Gen. RZ3707

### **Education**

John Carroll High School, Graduated May, 2001.

Indian River Community College, Graduated 2003, AA Degree.

University of Mississippi, Graduated May 2008, B.A. Degree.

### **Professional Memberships**

Residential Associate Member, Appraisal Institute

State of Florida – Registered Trainee Real Estate Appraiser # R122707

### **Appraisal Courses and Seminars Completed**

Appraisal Institute – “Basic Appraisal Principles” April, 2007 (30 Hours) Denver, CO

Appraisal Institute – “Basic Appraisal Procedures” April, 2007 (30 Hours) Denver, CO

Appraisal Institute – “15 Hour National USPAP Course” April, 2007 (15 Hours)  
Denver, CO

Appraisal Institute – “Residential Market Analysis & Highest and Best Use” May, 2007  
(15 Hours) Tampa, FL

Appraisal Institute – “Residential Site Valuation and Cost Approach” May, 2007 (15  
Hours) Tampa, FL

Appraisal Institute – “Residential Sales Comparison & Income Approaches” July, 2007  
(30 Hours) Miami, FL

Appraisal Institute – “General Appraiser Income Approach Part 1”  
2008  
(30 Hours) Tampa, FL

Appraisal Institute – “General Appraiser Sales Comparison Approach”

2009

(30 Hours) Ft. Lauderdale, FL

Appraisal Institute – “General Appraiser Market Analysis and Highest & Best Use”

2009 (30 Hours) Fort Lauderdale, FL

Appraisal Institute – “General Appraiser Report Writing and Case Studies”

2010 (30 Hours) Fort Lauderdale, FL

Appraisal Institute – “General Appraiser Site Valuation & Cost Approach”

2011 (30 Hours) Fort Lauderdale, FL

### **Types of Property Appraised**

- Single Family Residences
- Single Family Condominium Units
- Small Income Producing Properties
- Vacant Residential Land
- Vacant Agricultural Land
- Mobile Homes
- Vacant Commercial Land
- Barrier Island Property
- Small Chain Restaurants
- Small Professional / Medical Office
- Light Industrial
- Flex Warehouses
- Office Condominium Units
- Strip Retail Centers
- Mobile Home Parks
- Office Buildings

## **QUALIFICATIONS OF THOMAS A. OSTEEN, MAI, SRA**

### **Professional Memberships**

MAI - member, Appraisal Institute of Real Estate Appraisers.

SRPA - Senior Real Property Appraiser - Society of Real Estate Appraisers.

SRA - Senior Residential Appraiser - Society of Real Estate Appraisers.

### **Professional Experience**

State Certified General Appraiser - State of Florida since June, 1990, #RZ0000174

President - Osteen Appraisal Services, Inc. - 1984 - Present.

Licensed Real Estate Broker - State of Florida since 1984.

Broker - Salesman - State of Florida - 1981 - 1984.

Real Estate Salesman - State of Florida - 1976 - 1981.

### **Professional Training**

Numerous courses and appraisal seminars between 2000 and 2011

Bachelor of Science Degree, Real Estate Major, Florida State University, 1976.

Associates of Arts Degree, Indian River Community College, 1974

### **Experience**

Continuous appraisal of real property in the State of Florida since 1976. Appraisal practice encompasses a wide array of commercial, agricultural and residential properties including complex special purpose properties.

### **Continuing Education**

As of the date of this report I, Thomas A. Osteen, MAI, SRA, SRPA has completed the requirements under the continuing education program of the Appraisal Institute.

**City Commission Conference Agenda**

**4.c.**

**Meeting Date:** 02/11/2019

**Re:** Construction Board of Adjustments and Appeals

**Submitted For:** Paul Thomas, Building Official, Building

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**SUBJECT:**

Construction Board of Adjustments and Appeals - Origination and Procedures.

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**Attachments**

CBAA Rules and Procedures

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**Form Review**

| <b>Inbox</b>                    | <b>Reviewed By</b> | <b>Date</b>                     |
|---------------------------------|--------------------|---------------------------------|
| Building                        | Paul Thomas        | 02/06/2019 09:03 AM             |
| City Manager                    | Nick Mimms         | 02/06/2019 05:04 PM             |
| Form Started By: Karen Murphy   |                    | Started On: 02/04/2019 11:38 AM |
| Final Approval Date: 02/06/2019 |                    |                                 |

**Rules of Procedure**

**FORT PIERCE**

**CONSTRUCTION BOARD**

**OF ADJUSTMENTS & APPEALS**

**City of Fort Pierce, Florida**

08/23/20

Prepared by:

Office of the City Attorney  
Post Office Box 1480  
Fort Pierce, FL 34954-1480

**Rule 1.**

**Miscellaneous**

**Section (a).** **Name.** The name of this Board shall be the Fort Pierce Construction Board of Adjustment & Appeals, as created by Section 5-1.140 (Construction Board of Adjustment & Appeals) of the Code of Ordinances, Section 5-1.103.5 and Section 111 (Board of Appeals) of the International Property Maintenance Code, as well as Section 5-352 of the Code of Ordinances relating to the Standard Housing Code (Housing Board of Adjustment and Appeals).

**Section (b).** **Interpretation.** These rules shall be interpreted so as to be consistent with the Fort Pierce Code of Ordinances and Florida Building Codes, currently in effect as adopted by the City of Fort Pierce.

**Section (c).** **Definitions.** Unless otherwise required by context, the following words shall have the meanings herein provided for:

- (1) "Code" shall refer to the Code of Ordinances of the City of Fort Pierce.
- (2) "Board" shall refer to the Fort Pierce Construction Board of Adjustment & Appeals.
- (3) "Department" shall mean the City Department responsible for administration of Chapter 5 (Buildings and Building Regulations) of the Code of Ordinances of the City of Fort Pierce, such department presently known as the Department of Building and Code Enforcement or as such Department may be hereafter renamed.
- (4) "Building Official" means the chief administrator of the Department or employees of the City who administer Chapter 5 of the Code of Ordinances subject to the direction and supervision of the Department's chief administrator.
- (5) "Petitioner" means the individual or entity who seeks relief from the Board as provided by the Code of Ordinances.
- (6) Other terms not herein defined shall have the meaning expressly given to them through definition by Chapter 5, other chapters of the Code of Ordinances, the International Property Maintenance Code, or other Florida building codes as adopted by the City of Fort Pierce. In the event a term is not expressly defined as aforesaid, such term shall be given the meaning accorded through normal, customary usage.

**Rule 2.**

**Jurisdiction**

The Board shall have jurisdiction over proceedings as herein provided for.

**Section (a).** **Appeals Under Florida Building Code.** The Board will consider decisions of building officials, as provided by Section 5-1.110.4.1, when claim is made that any one of the following conditions exist:

1. The Building Official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system;
2. The provisions of the Code do not apply to petitioner's specific case;
3. That an equally good or more desirable form of installation can be employed in petitioner's specific case.
4. The true intent and meaning of this Code or any of the regulations there under have been misconstrued or incorrectly interpreted.

**Section (b).** **Variances Under Florida Building Code.** The Board will consider applications for variance, as provided by Section 5-1.140.4.2, when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of the Florida Building Code or the Technical Codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others;
2. That the special conditions and circumstances do not result from the action or inaction of the applicant;
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Code to other buildings, structures or service systems;
4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system;
5. That the grant of the variance will be in harmony with the general intent and purpose of the Code and will not be detrimental to the public health, safety and general welfare.

In granting the variance, the Board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both and may further prescribe appropriate conditions and safeguards in conformity with the Code.

**Section (c).** **Appeals Under International Property Maintenance Code.** Appeals will be considered by the Board pursuant to the current edition of the International Property Maintenance Code, wherein the Board shall provide for final interpretation of the Code's provisions.

**Rule 3.** **Standard of Review**

The Department's order on appeal, containing ultimate findings of fact and conclusions of law, is deemed to establish a *prima facie* case. The burden of moving forward with presentation of evidence is therefore born initially by the appealing respondent. But the department nevertheless ultimately bears the burden of proving its case by a preponderance of the evidence.

**Rule 4.** **Officers**

**Section (a).** **Chair.** The Chair shall preside at all meetings and hearings of the Board and shall have the duties normally conferred by parliamentary usage on such officers. In particular, the Chair shall sign all orders as may be adjudicated and/or authorized by the Board.

**Section (b).** **Vice Chair.** The Vice Chair shall act in the absence of the Chair. The Vice Chair shall sign orders in the absence of the Chair. In the absence of the Chair and the Vice Chair, a majority of the Board members present may designate a temporary Chair to serve in such absence.

**Section (c).** **Recording Secretary.** The Recording Secretary for the Board shall be provided by the Department. The Recording Secretary shall maintain a record of Board proceedings, which records shall set forth reasons for any Board decision, the vote of each member, the absence of a member and any failure of a member to vote. The Secretary shall further prepare and deliver meeting agendas and, in general, serve as the liaison between the Board and the City of Fort Pierce and perform those duties more specifically provided in these rules.

**Section (d).** **Board Attorney.** The Office of the Fort Pierce City Attorney shall provide counsel for the Board to serve as a legal adviser.

**Rule 5.**

**Election of Officers**

The Chair and Vice Chair of the Board shall be elected by and from its membership during the last organizational meeting of the year, normally December. Nominations for office shall be made from the floor and the election shall be held immediately thereafter. Candidates receiving a majority vote shall be declared elected and shall serve a term of one (1) year, or until a successor shall take office. Vacancies in office shall be filled by the election procedure as described in this part at any regularly scheduled meeting when a vacancy is declared.

**Rule 6.**

**Meetings**

- Section (a).** **Regular Meetings.** Regular meetings shall be held at least once every two (2) months or at such other interval as the Chair may declare, upon consultation with the Department. Regular meetings shall normally be held on the last Tuesday of each designated month, beginning at 9:00 a.m. in the City Council Chambers on the first floor of City Hall, unless the Chair shall declare a different date, time or place.
- Section (b).** **Special Meetings.** Special meetings may be called by the Chair or by written request of three (3) or more Board members.
- Section (c).** **Notice.** Notice of all meetings, both regular and special, shall be given to Board members by the Recording Secretary at least twenty-four (24) hours in advance of the meeting. Notice of all meetings shall be provided by the Secretary to the City Clerk for inclusion in the City's schedule of meetings and events.
- Section (d).** **Attendance.** Members shall notify the Recording Secretary in the event they are unable to attend a meeting. If a member is absent from two (2) of three (3) consecutive meetings, or more than twenty-five percent (25%) of all meetings during the year, without being excused upon good cause shown by vote of the Board, the Secretary shall notify the Commission in writing.
- Section (e).** **Quorum and Voting.** A simple majority of the Board, consisting of no more than nine (9) members and no fewer than seven (7) as provided by Section 5-1.110.1, shall constitute a quorum, except that proceedings arising under the International Property Maintenance Code shall require for a quorum no fewer than two-thirds of the regular membership. In varying any provision of the Code of Ordinances, the affirmative votes of the majority present, but not fewer than three (3) affirmative votes, shall be required. In modifying a decision of the Building Official, not less than four (4) affirmative votes, but not less than the majority of the Board, shall be required.

**Section (f).** **Voting and Abstention.** Voting on the disposition of cases shall be by either voice vote or roll call vote except that in the event the vote is less than unanimous then, in order to preserve clarity in the record, the Chair shall conduct the vote by roll call. All other motions may be by voice vote.

Pursuant to Fla. Stat. §112.3143, a member may not vote in any official capacity on any matter which would inure to the member's private gain or on any measure which inures to the special gain of any principal by whom the member is retained, or to the gain of a parent organization or subsidiary of a corporate principle by which the member is retained, or any matter which the member knows may inure to the special private gain of a relative or business associate. In the event of any such conflict, the member shall, prior to the vote being taken, publicly state the nature of the interest giving rise to the voting abstention and, within fifteen (15) days after the vote occurs, file a written disclosure of the interest on Form 8B Memorandum of Voting Conflict for County, Municipal and other Local Public Officers, with the recording secretary who shall incorporate such declaration as part of the minutes. Except for such reasons of conflict, a member may not abstain from voting, as provided by Fla. Stat. §286.012.

**Rule 7.** **Sunshine**

No Board member shall discuss the merits of any pending case with any other person outside the meeting wherein the case is scheduled to be heard.

**Rule 8.** **Notice of Appeal**

An appeal to the Board shall be initiated by means of a written notice filed with the Department within thirty (30) days of the action or decision complained of, except that appeals from a ruling under the International Property Maintenance Code must be filed within 20 days. The notice of appeal shall be in substantially the form prescribed by the Department. It should include the following minimum information:

- (1) Identification of the building or structure concerned by street address or legal description;
- (2) A statement identifying the petitioner's ownership of, or legal interest in, the property;
- (3) A statement identifying any specific order or code section being appealed;

- (4) A statement identifying the issues to be heard;
- (5) The legal signature of petitioner and petitioner's mailing address.

**Rule 9.**

**Application for Variance**

An application for variance shall be filed in writing with the Department on a form prescribed by the Department. Such form shall specify the nature of the variance and the reasons for such variance. It will be accompanied by such plans, drawings, schematics or other documents as may be reasonably required by the Department for an understanding of the request.

**Rule 10.**

**Hearing Notices**

**Section (a).** **Hearings on Appeals and Variances.** The Department shall schedule a hearing for a date within thirty (30) days of the date the notice of appeal or request for variance was filed. The petitioner shall be given at least fifteen (15) days notice of the hearing. Written notice of the date, time and location of the hearing shall be delivered personally or mailed to the petitioner at the address shown on the notice of appeal or request for variance, by certified mail, postage pre-paid and receipt requested. In the event the post office receipt is returned unsigned or as non-deliverable, the notice shall be resent, postmarked and mailed pre-paid to the recipient, with documentation of such mailing and prepayment to be retained by the Department and the Department shall additionally post a copy of the meeting notice in a prominent location on the property. The notice shall include this highlighted statement: *“a copy of the Rules of Procedure for the Fort Pierce Construction Board of Adjustment & Appeals may be obtained upon request from the Department of Building and Community Response.”* The notice shall also include the following statement in compliance with Fla. Stat. §286.0105: *“in the event a decision is made to appeal any ruling or order of the Board, a record of the proceedings will be needed for any such appeal, for that purpose, you may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which any such appeal is to be based.”* Further, the notice shall state that petitioner may be represented by counsel, may present relevant evidence, will be given opportunity to cross-examine witnesses and may request production of supporting data or documentation by filing a written request with the Department and may further request through counsel issuance of subpoenas to compel witnesses.

**Section (b).** **Subsequent Proceedings.** Notification of subsequent proceedings provided for by these rules shall be by regular mail, at least seven (7) days in advance of the Board's meeting.

**Section (c).** **Supplemental Notification.** Whenever the Department shall give notice as provided by Section (a) above, it shall additionally provide simultaneously a supplemental notification as follows:

**Supplemental Notice to Persons Appealing to the Construction Board of Adjustments and Appeals.**

(i) Your appeal is now scheduled for a hearing on the merits before the Construction Board of Adjustments and Appeals. Enclosed you will find a copy of the Board's Rules of Procedure. *You are expected, whether represented by counsel or not, to follow these procedures.* Failure to follow them may possibly result in dismissal or loss of your case.

(ii) If you proceed to hearing as currently scheduled, you will need to present evidence in support of your appeal, including testimony as appropriate by a qualified construction professional. If you fail to appear, without explanation, the Board will automatically dismiss your case based upon your nonappearance.

(iii) The Department submits copies of its documentary evidence to the Board in advance of the hearing. You may also get copies, by requesting them in accordance with the Public Records Act. If you, too, would like to provide copies of any documentary evidence to the Board before the hearing, you should provide them to the Department for inclusion in the Board's agenda packet, no later than 10 days before the hearing.

(iv) If you feel a delay is necessary in your case, whether to have more time to prepare evidence, because of a scheduling conflict, or any other reason that might make it impossible or inconvenient to present the merits of your appeal as presently scheduled, you will need to carefully follow the requirements of Rule 11. That is, you must file a written request for postponement as soon as possible. The request must explain why a delay is necessary. If the request is granted, your case will be reset for another time. If it is denied, you will need to be ready to present your case at the scheduled time. *If you wait until the scheduled hearing date before then asking the Board to delay your case, it is unlikely it will agree to do so.*

(v) If you decide to appeal the Board's ruling, the appeal must be filed in the Circuit Court of the Nineteenth Judicial

Circuit in the manner provided for by the Florida Rules of Appellate Procedure, within 30 days from the date the Board's written Order is mailed to you.

**Rule 11. Continuances**

In the event there are circumstances constituting good cause for postponement of a hearing, the petitioner may file a written request for continuance or postponement with the Department. The request must be made within a reasonable time following the date the petitioner became aware of the circumstances which form the basis of the request and such request must specify the justifying circumstances with particularity. In the event the Department agrees with the request, the hearing shall be rescheduled. In the event the Department disagrees, the Department shall immediately contact the Chair who will promptly schedule a hearing to be attended by the Chair or the Chair's designee, the Recording Secretary, counsel for the Board, the petitioner and a representative of the Department. After hearing both sides, the Chair or the Chair's designee shall determine whether there is good cause for the postponement, and whether such good cause outweighs any counter-valing public interest, in determining if the hearing is to proceed as originally scheduled. The request will then be either granted or denied. If it is granted, the hearing shall be promptly rescheduled, with notice according to Rule 10(b).

**Rule 12. Order of Business**

**Section (a).** Cases will be called in the order in which they appear on the agenda, except that the Chair may take cases out of order as appropriate.

**Section (b).** The outline for the regular meeting agenda shall be as follows:

- (1) Call to Order
- (2) Roll Call
- (3) Consideration of Absences
- (4) Consideration of Minutes
- (5) Certification of Alternate Member Voting Status
- (6) Administrative of Oath to Departmental Witnesses
- (7) Consideration of Continuances
- (8) Appeals and Variance Requests
- (9) Requests for Rehearing
- (10) Old or Unfinished Business
- (11) New Business
- (12) Next Meeting Date
- (13) Adjournment

**Rule 13. Conduct of Hearings**

**Section (a).** **Procedural Rules.** Generally accepted parliamentary procedures shall prevail except as may otherwise be provided for in these rules.

**Section (b).** **Minutes.** Minutes shall be kept of all meetings by the Board and all hearings and proceedings shall be open to the public.

**Section (c).** **Conduct of Hearing.** Each side, the petitioner and Department, may make an opening statement and may then offer evidence in support or in opposition to the respective positions. The petitioner shall go first. The petitioner may be represented by counsel. Both sides may present sworn testimony through witnesses and may cross-examine the witnesses. Formal rules of evidence shall not apply but fundamental due process shall be observed. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but the further use of hearsay evidence shall be limited to what is admissible in civil court. Members of the Board may question any witness or call any witness believed necessary. The Board may, in its discretion, continue a hearing in the interest of justice should it determine that further information is necessary from either party, whereupon the Chair shall declare a date certain for continuation of the proceeding. The Chair may act to exclude irrelevant, immaterial or unduly repetitious evidence but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible. Upon presentation of all evidence, the Chair shall close the hearing.

**Section (d).** **Inspection of Premises.** In its discretion and with permission of the owner, the Board may suspend a hearing for the purpose of inspecting any building, structure or premises involved in the proceeding, as follows:

- (1) Notice of such inspection shall be given to the parties before it takes place;
- (2) The parties are permitted to be present during the inspection; and
- (3) Any observation of fact made by a Board member or party believed material to disposition of the cause shall be described of record by the observer when the hearing is reconvened.

**Section (e).** **Disposition of Charge.** Deliberations of the Board on any case shall be conducted in open session immediately following the hearing. It shall then orally issue findings of fact, based on record evidence, and conclusions of law, and shall issue an order upon motion, affording the proper relief consistent with the provisions of the City Code of Ordinances or the applicable Building Code. Although the public is welcome at meetings of the Board, such members of the public may not participate in or address the Board during deliberation. The Board's order shall be

reduced to writing and a certified copy thereof shall be mailed to the petitioner. A copy shall also be publicly posted in the office of the Department for two (2) weeks after filing.

**Rule 14.**

**Rehearings**

Within ten (10) days of the date the Board's written order is mailed to the petitioner, the petitioner may file with the Department a written request for rehearing. The request shall include a description of new evidence or circumstances not presented or considered at the original hearing. The request should also state why any such new information was not presented at the original hearing. The Department shall schedule the request for rehearing by the Board at its next regular meeting, with notice to the petitioner. No such request shall stay the terms of any order, except as otherwise provided for in these rules.

**Rule 15.**

**Appeals and Stays**

**Section (a).** **Appeals.** Either the Department or petitioner may appeal a ruling or order of the Board. Rulings of the Board regarding interpretation decisions of local officials may be appealable to the Florida Building Commission pursuant to Fla. Stat. §553.775(3)(c) except that decisions declaring structures to be unsafe and subject to repair or demolition shall not be appealable to the Commission in the event the Board finds there to be an immediate danger to the health and safety of its citizens. All other rulings not otherwise appealable to the Florida Building Commission are appealed as administrative, quasi-judicial rulings in a manner provided for by the Florida Rules of Appellate Procedure.

**Section (b).** **Stays.** An appeal by the petitioner does not automatically stay enforcement of the action which is the subject matter of the appeal. A stay may be requested when an appeal is filed. The request for a stay shall be submitted to the Department in writing which shall schedule it for hearing before the Board with a recommendation, upon notice to the petitioner. If the petitioner believes that potential prejudice may accrue by delaying resolution of the request for stay until the Board's regular meeting, the petitioner may additionally request an emergency hearing which the Department shall immediately transmit to the Chair who may, upon such Chair's discretion, schedule a hearing within forty-eight (48) hours to be attended by the Chair or the Chair's designee, the Secretary, the Board's attorney, the petitioner and a representative of the Department. After hearing both sides, the Chair or the Chair's designee shall temporarily either grant or deny the request for stay, until the Board is able to act upon such request at its regular meeting.

But any ruling of the Board upholding or rejecting a decision of the building official under the International Property Maintenance Code shall be automatically stayed by an appeal from such ruling of the Board,

notwithstanding the foregoing subsection, during the pendency of the appeal, unless the building official's decision involves a determination of imminent danger as provided by §109.1 of the International Property Maintenance Code. In the event of such a determination of imminent danger, entitlement to a stay shall be governed by the procedure set forth in the immediately foregoing paragraph.

**Rule 16.**

**Amendments**

These rules may be amended upon motion of any member providing, further, that any such amendment shall not be effective unless or until subsequently ratified or approved by the City Commission.

## **Amendment History**

### **November 19, 2007**

On November 19, 2007, the City Commission adopted Resolution 07-51 which provided for a series of amendments effecting Rules 1, 2, 6, 8, 11, 13 and 15. Rule 1(a) was amended to show a renumbering of Code §5-1.110 to §5-1.140. Previous reference to §5-1.101.4.2.3.2 was eliminated and there was added a reference to §1-11 of the International Property Maintenance Code. Rule 1(c) (3) was amended to substitute reference to the Department of Building and Code Enforcement in place of reference to the Department of Building and Community Enforcement. Rule 1(c) (6) was amended by substituting reference to the International Property Maintenance Code, in place of the Standard Unsafe Building Abatement Code. Rule 2(c) was amended by substituting the current edition of the International Property Maintenance Code, for reference to Chapters 4 and 5 of the SBCCI Standard Unsafe Building Abatement Code, 1977 ed. Rule 2(d) (Appeals Under Standard Housing Code) was eliminated in its entirety. Rule 6(e) was amended so as to provide for a special quorum requirement of two-thirds of the regular Board membership, as to proceedings arising under the International Property Maintenance Code. Rule 8 was amended to provide that rulings under the International Property Maintenance Code must be filed within 20 days. Rule 10(a) was amended so as to substitute a reference to the Department of Building and Code Enforcement, in place of reference to the Department of Building and Community Response. Such section was also amended by deletion of any reference to subpoenas. Rule 11 (Subpoenas) was deleted in its entirety and subsequent rules were renumbered. Rule 13 (Order of Business) was amended to provide a procedure for recognition of voting status as possessed by alternate members participating in place of regular Board members. Rule 16(b) (Stays) was amended to provide that any decision of the Board under the International Property Maintenance Code that is appealed shall be automatically stayed during the pendency of the appeal.

### **November 16, 2009**

On November 16, 2009, the City Commission adopted Resolution No. 09-64, which provided for amendment of Rule 10. There was created a new subsection, Rule 10(c), which requires that notice by the Department to the appellant include certain supplemental information for the petitioner.

### **July 16, 2012**

On July 16, 2012, the City Commission adopted Resolution No. 12-39, which provided for amendment of Rule 3. The amendment modified the standard of review for appeal, providing for that an order of the department which contains ultimate findings of fact and conclusions of law is deemed to establish a *prima facie* case on behalf of the department, but that the department remains responsible for proving its case by preponderance of the evidence.

**City Commission Conference Agenda**

**4.d.**

**Meeting Date:** 02/11/2019

**Re:** Board of Adjustment & Historic Preservation Board

**Submitted For:** Rebecca Grohall, Director, Planning & Zoning

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**SUBJECT:**

Board of Adjustment and Historic Preservation Board Presentation

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**Attachments**

PowerPoint Presentation

BOA Rules of Procedure

HPB Rules & Regulations

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**Form Review**

Form Started By: Kaitlyn Ballard

Final Approval Date: 02/08/2019

Started On: 02/08/2019 11:23 AM

# BOARD OF ADJUSTMENT HISTORIC PRESERVATION BOARD



# Board of Adjustment

**History: Created by Ordinance in 1981\* Ordinance H-186**

The Board of Adjustment  
Review and Makes Final Decisions:

- Variances as outlined in  
    Sec 22-106 through 22-124
- Special exceptions
- Appeals of the Director's Decision

Meets the 4<sup>th</sup> Thursday of each month

# Board of Adjustment

## Composition:

**5 regular members, 2 alternates**

**3 year terms**

**Choose a Chair and Vice chair**

### Sec. 22-147. - Board of adjustment.



(a) *Membership.*

- (1) *Regular.* The board of adjustment shall consist of five (5) members appointed by the city commission and be removable for cause by the city commission upon written charges and after a public hearing held in accordance with [section 22-143](#). The terms of office of the members of the board shall be three (3) years except that the five (5) members who shall be sitting upon the board of adjustment as of the effective date hereof shall continue as members of the board serving out the terms for which they were originally appointed. Thereafter, as each term expires, the appointment shall be for three (3) years.
- (2) *Alternate.* The city commission shall also appoint two (2) alternate members. The terms of office of alternate members shall be three (3) years, except that the first two (2) shall serve respectively for terms of: One for two (2) years and one for three (3) years. Thereafter, as any term expires, the appointment shall be for three (3) years. An alternate member shall sit on the board when a regular member is not in attendance, whether such an absence is excused or not. If an alternate shall on two (2) successive occasions be unable to sit for a meeting as a member of the board when asked to do so, he shall be deemed to have resigned his position as an alternate member of the board.
- (3) *Other boards.* At least one, but not more than two (2) members of the board of adjustment may also be members of the city planning board.
- (4) *Absences.* Absence from three (3) consecutive regular meetings shall operate to vacate the seat of a regular member unless such absence is excused by the board by resolution.

(b) *Officers.* The board of adjustment shall select one of its members as chairman and one as vice-chairman, who shall serve in such capacity for a term of one year and until their successors have been selected. The chairman, or in the chairman's absence, the acting chairman, may administer oaths and compel the attendance of witnesses.

(c) *Meetings.* Meetings of the board of adjustment shall be held at the call of the chairman and at such other times as the board of adjustment may determine. All meetings shall be open to the public. The board of adjustment shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. It shall also keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board of adjustment and shall be public record. A majority of the board of adjustment shall constitute a quorum for the transaction of business. Additional rules shall be adopted by the board of adjustment for the transaction of its business which are consistent with the terms of this chapter and other applicable laws.

(d) *Appropriations and fees.* The city commission is authorized and empowered to appropriate such funds as it may see fit for fees and expenses necessary to conduct the work of the board of adjustment. The board of adjustment shall have the authority to expend all sums so appropriated and other sums made available for its use from fees and other sources to carry out its powers and duties.

(e) *Powers.* The board of adjustment shall have the power and duties specified in this section, [section 22-140](#) and sections [22-106](#) through [22-116](#).

# Board of Adjustment

## Tasks:

The Board of Adjustment

Review and Makes Final Decisions:

- Variances as outlined in  
    Sec 22-106 through 22-124
- Special Exceptions
- Appeals of the Director's Decision

# Board of Adjustment

## Recent Changes:

Eliminated Board Compensation in 2017, however, other options suggested by the City Attorney to sunset the Board did not pass City Commission approval.

# Board of Adjustment

## Future Direction:

Consider Sunsetting Board, absorb duties to City Commission, Planning Board or Special Magistrate

Reconstitute the board by removing all Board members and implement the appointment system where each City Commissioner (including Mayor/Commissioner) gets one appointment, with one or two alternates appointed “at large”.

Make the Board Advisory to the City Commission on all items

## Potential Impacts:

Longer processing times for approval

# Historic Preservation Board

## History: Created by Ordinance in 2001\* Ordinance K-73

The Historic Preservation Board

Review and Makes Final Decisions:

- Exterior changes/improvements
- Demolitions
- Variances (for Historic Properties only)

They make recommendations to

City Commission regarding

- New designations

Meets the 4<sup>th</sup> Monday of each month

# Historic Preservation Board

## Composition:

7 regular members, 2 alternates

2 year and 3 year terms

Choose a Chair and Vice chair

### Sec. 23-22. - Composition, qualification of members.

- (a) *(Membership.)* The historic preservation board shall consist of no fewer than seven (7) members appointed by the city commission. To the extent available within the city, the commission shall appoint professional members from the disciplines of architecture, history, architectural history, planning, archaeology, real estate, law, engineering, construction, or any other historic preservation related disciplines such as urban planning, American studies, American civilization, cultural geography and cultural anthropology. Alternatively, to the extent that professional individuals in such disciplines are not available, there may instead be appointed lay individuals that have substantial experience, interest, or knowledge in the fields mentioned above.
- (b) *(Virtue.)* It is the intent of this section that members of the board shall be appointed on the basis of civic pride, integrity, and interest in the field of historic preservation. Board members shall be persons of mature and ethical judgment and background, having the ability and desire to act in the public interest and having the ability to make and form an equitable decision concerning the preservation and protection of the cultural environment.
- (c) *(Residency requirements; terms of office.)* Each member of the board shall be a resident of the city or operate a business in the city during the term of appointment and shall be appointed to a term of three (3) years. Members shall hold office until their successors have been duly appointed and qualified.
- (d) *(Special advisers.)* Special advisers may be appointed by the city commission upon recommendation by the historic preservation board. The board may also seek expertise on proposals or matters requiring evaluation by a profession not represented on the board.
- (e) *(Alternate.)* The city commission shall also appoint two (2) alternate members meeting the same qualifications as a member. The terms of office of alternate members shall be three (3) years, except that the first two (2) shall serve respectively for terms of: One for two (2) years and one for three (3) years. Thereafter, as any term expires, the appointment shall be for three (3) years. An alternate member shall sit on the board when a regular member is not in attendance, whether such an absence is excused or not. Alternate members shall attend scheduled board meetings to be able to serve if necessary. If a board meeting commences with an alternate being seated for an absent board member, the alternate shall remain seated in the regular members' stead for the entire meeting. An alternate that is not formally seated in the stead of an absent member shall not participate in any discussions or deliberations of matters before the board. If an alternate shall on two (2) successive occasions be unable to sit for a meeting as a member of the board when asked to do so, he shall be deemed to have resigned his position as an alternate member of the board.
- (f) *(Reserved.)*

# Historic Preservation Board

## Future Direction:

Reconsider Sunsetting Board, absorb duties to City Commission, Planning Board or Special Magistrate

Reconstitute the board by removing all Board members and implement the appointment system where each City Commissioner (including Mayor/Commissioner) gets one appointment, with one or two alternates appointed “at large”.

Make the Historic Preservation Board Advisory to the City Commission

## Potential Impacts:

Longer processing times for approval

# Discussion and Direction



**RULES OF PROCEDURE  
for the  
FORT PIERCE BOARD OF ADJUSTMENT**

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1. **Definitions:** The following words, when used herein, shall have the meanings ascribed to them in this section except where the context clearly indicates a different meaning:

"Board" shall refer to the Fort Pierce Board of Adjustment.

"Code" shall refer to the Code of Ordinances of the City of Fort Pierce.

"Department" shall mean the City of Fort Pierce department presently titled the Department of Development or as such department may be hereafter renamed.

2. **Interpretation:** These rules shall be interpreted so as to be consistent with the Code and other applicable law.

3. **Membership:**

- A. Regular. Pursuant to the applicable provisions of the Code, the Board shall consist of five (5) members appointed by the City Commission.
- B. Alternate. Pursuant to the applicable provisions of the Code, there shall also be two (2) alternate members appointed by the City Commission. An alternate member shall sit on the Board in the absence or disqualification of a regular member.

4. **Officers:**

- A. Chair. The Chair shall preside at all meetings of the Board and shall have the duties normally conferred by parliamentary usage on such officers.
- B. Vice Chair. The Vice Chair shall act in the absence or disqualification of the Chair and, in such an event, shall exercise or perform all the duties and be subject to all the responsibilities of the Chair. In the absence or disqualification of the Chair and Vice Chair, a majority of the Board members present may designate a temporary Chair to serve during such absence or disqualification.
- C. Secretary. The Secretary for the Board shall be provided by the Department and shall maintain a record of the Board proceedings, maintain all records pursuant to those proceedings, prepare and deliver meeting agendas, and, in general, serve as the liaison between the Board

and the City of Fort Pierce and perform those duties more specifically provided in these rules.

- D. Board Attorney. The Office of the Fort Pierce City Attorney shall provide counsel for the Board to serve as a legal adviser.

## 5. Election of Officers.

The Chair and the Vice Chair of the Board shall be elected by and from its membership once per year during a regular meeting of the Board as declared by the Chair or as the Board may determine. Nominations for office shall be made from the floor and the election shall be held immediately thereafter. Candidates receiving a majority vote shall be declared elected and shall serve a term of one (1) year, or until a successor shall take office. Vacancies shall be filled by the election procedure as described in this part at any regular scheduled meeting when a vacancy is declared.

## 6. Meetings.

- A. Scheduling. Meetings of the Board shall be held at such times as the Chair may declare, upon consultation with the Department, and at such other times as the Board may determine. Such meetings shall begin at 6:00 P.M. in the Fort Pierce City Hall Commission Chambers on the first floor of City Hall, unless the Chair shall declare a different time or place.
- B. Notice. Notice of all meetings shall be given to the Board members by the Secretary at least twenty-four (24) hours in advance of the meeting, and the notice of all meetings shall be provided by the Secretary to the City Clerk for inclusion in the City's schedule of meetings and events.
- C. Attendance. The Secretary shall maintain a record of the attendance of the Board members at meetings. Each regular and alternate member who has knowledge of the fact that he or she will be unable to attend a scheduled meeting shall notify the Secretary at the earliest possible opportunity prior to 12:00 pm the date of the meeting. The Secretary shall notify the Chair in the event that projected absences will produce the lack of a quorum.
- D. Quorum and Supermajority Requirements.
- (1) Pursuant to the applicable provisions of the Code, a majority of the five (5) member Board shall constitute a quorum for the transaction of business; provided, however, that pursuant to the applicable provisions of the Code, the concurring vote of four (4) members of the Board shall be necessary to grant an application for a variance, to approve any enlargement or alternation of a nonconforming

structure as a special exception, and to reverse any decision of an administrative official of the City.

- (2) In the event only four (4) members of the Board attend a meeting at which items are to be addressed by the Board which, under the applicable provisions of the Code, require the concurring vote of all four (4) such members, the Chair shall notify the applicant or other affected party that he or she has the option to either proceed with such matter at such meeting or to have such matter continued to a meeting at which five (5) members of the Board may attend.

**E. Participating, Voting, and Abstaining.**

- (1) Voting on the disposition of matters before the Board shall be by either voice vote or roll call vote; provided, however, that if the vote on any such matter is less than unanimous, then, in order to show the vote of each member upon the matter and to otherwise preserve clarity in the record, the Chair shall require the vote to be conducted by roll call.
- (2) Procedures involving a voting conflict for a member of the Board shall be governed by applicable Florida law, including §112.3143, Florida Statutes.
- (3) Pursuant to §286.012, Florida Statutes, no member of the Board who is present at a meeting may abstain from voting on any matter to be taken or adopted by the Board except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of §112.3143, Florida Statutes.
- (4) An alternate member may participate in any matters to be addressed by the Board, except that such alternate member may not vote unless certified by the Chair as a replacement for a regular Board member at the meeting which such regular Board member fails to attend, or has recused himself/herself from voting on a particular issue.

**7. Order of Business:**

Matters to be addressed by the Board at its meetings will be called in the order in which such matters appear on the meeting agenda; provided, however, that the Chair may take such matters out of order as necessary or appropriate for the expeditious conduct of business.

The following order of business will generally be used for the meeting agenda and will generally be observed at such meeting:

- A. Call to order.
- B. Prayer and/or Pledge of Allegiance.
- C. Roll call.
- D. Administrative business.
  - (1) Consideration of absences.
  - (2) Minutes of previous meeting
  - (3) Certification of alternate member voting status
  - (4) Other administrative matters.
- E. Variance applications.
- F. Special exception applications.
- G. Appeals.
- H. Discussions/reports.
- I. Other business (new business or old or unfinished business).
- J. Next meeting date.
- K. Adjournment.

## **8. Procedures at Meetings.**

- A. Procedural Rules. Generally accepted parliamentary procedures shall prevail at meetings of the Board except as may otherwise be provided for in these rules.
- B. Applications for Variances and Special Exceptions. The following procedures will normally be observed for applications for variances and special exceptions:
  - (1) The Department's staff presents report and makes recommendations.
  - (2) Members of the Board may ask questions regarding the Department's staff report and recommendations.
  - (3) The applicant makes presentation.
  - (4) Proponents of the application make presentation.
  - (5) Opponents of the application make presentation.
  - (6) The applicant makes rebuttal of any point not previously raised.
  - (7) Members of the Board may ask questions of the applicant, the proponents of the application, the opponents of the application, or the Department's staff.

- (8) The Chair entertains a motion regarding the application and the Board votes on the motion.

C. Appeals from Rulings of Administrative Officials.

- (1) Time for Filing Appeals from Rulings of Administrative Officials. Pursuant to the provisions of 22-140(a) of the Code, an appeal to the Board by any person aggrieved or by any officer or bureau of the City affected by any decision of an administrative officer of the Department regarding a provision of Chapter 22 of the Code shall be made within thirty( 30) calendar days of the date of such decision by filing with the officer from whom the appeal is made and with the Board within such period of time a written notice of appeal specifying the grounds thereof.
- (2) The following procedures will normally be observed for appeals from rulings or decisions of administrative officials of the City:
  - (a) The Board's attorney, the Board's secretary, or an appropriate member of the Department's staff presents a report regarding the appeal.
  - (b) The appellant makes presentation, and the Board may ask questions of the appellant.
  - (c) Proponents of the appeal makes presentation.
  - (d) The appellee makes presentation, and the Board may ask questions of the appellee.
  - (e) Opponents of the appeal make presentation.
  - (f) The appellant makes rebuttal presentation.
  - (g) The Board may ask questions of the appellant, the appellee, the proponents of the appeal, the opponents of the appeal, or staff.
  - (h) The Chair entertains a motion from the Board regarding the appeal and the Board votes on such motion.

**9. Amendments.** These rules may be amended from time to time upon majority vote of the Board.

(Amended 5/24/07)

# CITY OF FORT PIERCE HISTORIC PRESERVATION BOARD

## Rules and Regulations

Pursuant to the city of Fort Pierce's Historic Preservation Ordinance No. K-72 at Section 23-029, the City of Fort Pierce's Historic Preservation Board's Rules of Procedure are as follows:

1. Robert's Rules of Order are hereby adopted for the government of the Board in all cases not otherwise provided for in these rules.
2. These rules of procedure are a public record and shall be made available to the public for inspection as, in accordance with the State's Open Records Law, are any other City public document or record.
3. Membership on the Board shall be as provided in Chapter 23, Historic Preservation Ordinance.
4. The City of Fort Pierce Historic Preservation Board will meet monthly at a regularly scheduled meeting, with the time and place to be determined, no less than four times a year.
5. Additional meetings may be held at any time upon the call of the Chairman, or by a majority of the voting members of the Board, or upon request of the City Commission, following at least twenty-four hours notice to each member of the Board.
6. The Board, at its first regular meeting in April of each year, shall elect a Chairman and Vice-Chairman. The Historic Preservation Officer or their representative shall serve as staff liaison to the Board and shall be present at all meetings. An additional staff person or Secretary shall be in attendance to record the meeting.
7. The duties and powers of the officers and staff of the Historic Preservation Board shall be as follows:
  - a) Chairman
    - (1) Preside at all meetings of the Board.
    - (2) Appoint any committees as deemed necessary.
    - (3) Call special meetings of the Board in accordance with these rules and regulations.
    - (4) Sign documents, orders and reports requiring the signature of a certifying Officer of the Board.
    - (5) See that all actions of the Board are properly taken.
  - b) Vice-Chairman
    - (1) During the absence, disability, or disqualification of the Chairman, the Vice-Chairman shall exercise or perform all the duties, and be subject to all the responsibilities of the Chairman.

- c) Historic Preservation Officer
  - (1) Arrange for the meeting place for regular and special meetings.
  - (2) Shall prepare the agendas for the Board and shall make recommendations to the Board regarding Board actions and decisions, including the preparation of appropriate ordinances, advisory recommendations, reports, Certificates of Appropriateness, and designations.
  - (3) Retain all records of the Board meetings as required, to be made available to the public when requested.
  - (4) Keep the Board informed of pertinent correspondence, educational opportunities, and current issues and events.
  
- d) Secretary
  - (1) Record the meeting and provide the minutes to the Historic Preservation Officer.
  - (2) Call role at the beginning of each meeting.
  - (3) When necessary, call the vote from the Board members.
  - (4) When necessary, swear in speakers at public hearings.
  
- 5. A majority of the members of the Board entitled to vote shall constitute a quorum for the transaction of business.
  
- 6. Deadlines for Agenda: The deadline for filing items for placement on the agenda shall be no less than seven days prior to the meeting.
  
- 7. Order of considerations of agenda items: The following order will normally be observed. However, it may be rearranged by the Chairman for individual items, if necessary, for the expeditious conduct of business:
  - a) Call to Order
  - b) Roll Call
  - c) Approval of Minutes
  - d) Presentations
  - e) Public Hearings
  - f) Old Business
  - g) New Business
  - h) Correspondence (no action required)
  
- 8. Procedure for Public Hearings: The following procedure will normally be observed, except that it may be rearranged by the Chairman, if necessary, for the expeditious conduct of business:
  - a) Chair announces the Public Hearing is open.
  - b) The Clerk or Secretary swears in the speakers.
  - c) The staff or a committee presents the requests or reports and makes recommendations.
  - d) Historic Preservation Board may ask questions regarding the requests or reports.
  - e) Public is allowed to comment.
  - f) Chair announces the Public Hearing closed.

g) The Board votes

9. By permission of the presiding officer, the privilege of the floor shall be extended to all persons to address the Board on any matter pending before it or which needs the attention of the Board. At public hearings, the presiding officer shall extend the floor to a reasonable number of proponents and opponents of the subject matter of the public hearing. Each person addressing the Board shall proceed to the place assigned for speaking, give his name and address in an audible tone for the records, and limit his address to three minutes, unless a lesser time is fixed for all speakers by the presiding officer or further time is granted by the Board.
10. The chairman has sole discretion on the consideration of non-agenda items.
11. Voting is to be by verbal vote. As a member of the Board, the Chairman shall vote at the same time as other Board members. A roll call vote may be held either upon a proper motion or if directed by the Chairman. Nominations to the National Register of Historic Places shall be voted upon by signed written ballots, which shall become a public record and shall contain the reasons for any vote. After the written ballots are collected and counted, there shall be an announcement of the results of the votes and the names of the members casting minority votes.
12. Prejudicial Acts: If a member of the Board leaves the chambers prior to the call for marking individual ballots, then that ballot shall not be counted even if it has been marked. Members shall not make remarks or otherwise indicate to the public that they have made a final decision on a matter before the Board before all those desiring to speak have been heard and considered.
13. Change of Vote and Reconsideration: A member shall not change his vote after the ballots have been called for and the vote announced without following the procedure set forth below:
  - (a) Any member desiring to change his vote for good cause shall announce his intention immediately to the Chairman, who shall announce to the Board that the particular Board member desires to change his vote.
  - (b) Any board member may question the reason for the vote change and with the consent of the majority of the members of the Board present, the member desiring to change his vote shall be allowed to do so, and the revised results shall then be announced.
  - (c) This procedure shall be followed prior to the commencement of the public hearing on the next item before the Board.
14. Each member of the Preservation Board, with knowledge of the fact that he or she will not be able to attend a scheduled meeting of the Board, shall notify the Department of Development at the earliest possible opportunity, and in any event, prior to 5:00 p.m. of the date of the meeting. The Historic Preservation Officer shall notify the Chairman of the Board in the event that projected absences will produce the lack of quorum.
15. Failure to attend three consecutive meetings without excuse may result in a Board member being removed from the Board.

16. Code of Ethics:

- (a) Members of the Board shall at all times comply with the requirements of the State of Florida's Commission on Ethics.
  - (b) The Board shall comply with Chapter 112, *Florida Statutes*, dealing with disclosure of conflict of interest on voting. No member shall vote in his official capacity upon any measure which inures to his special private gain or shall knowingly vote in his official capacity upon any measure which inures to the special gain of any principal, other than an agency, as defined in Section 112.312(2), *Florida Statutes*, by whom he is retained.
  - (c) Any member abstaining from voting due to a real or possible conflict of interest shall publicly state the nature of his interest prior to the vote being taken on an item before the Board and shall give a summary of said conflict; he then must abstain from voting.
  - (d) Any member who believes that the matter being considered directly or indirectly inures to that member's special private gain or creates a conflict between the member's private duties shall notify the Chairman normally prior to the beginning of the meeting in question, but no later than the beginning of the consideration of that item.
  - (e) In the event the presiding Chairman has a possible conflict of interest on any item before the Board, then, in addition to the above, he shall step down from the chair prior to the commencement of the public hearing on that item in order for the succeeding officer to conduct the hearing for said item.
17. The Chairman shall be an ex-officio member of any committee the Board may form, with voice but no vote. Each committee shall consist of three members. The committee shall make recommendations on particular matters within the scope of the committee's duties for action by the committee, and such actions shall be presented to the Board for ratification or action.
18. Nothing shall prevent the Board from naming a Chairman to successive terms.
19. The Vice-Chairman shall succeed the Chairman if he vacated his office before his term is completed; the Vice-Chairman to serve the unexpired term of the vacated office. A new Vice-Chairman shall be elected at the next regular meeting.
20. These rules may be amended at any meeting by a vote of the majority of the entire membership of the Board, provided five days notice has been given to each member of the Board.

**City Commission Conference Agenda**

**4.e.**

**Meeting Date:** 02/11/2019

**Re:** Review of Code Enforcement Fines / Liens

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

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**SUBJECT:**

Review of Code Enforcement Fines / Liens Process

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**Form Review**

**Inbox**

City Manager

City Manager

Form Started By: Peggy Arraiz

Final Approval Date: 02/06/2019

**Reviewed By**

Peggy Arraiz

Nick Mimms

**Date**

01/15/2019 04:07 PM

02/06/2019 05:04 PM

Started On: 01/15/2019 04:06 PM