

Any interested party may attend the City Commission meeting in person or submit comments on agenda items in writing to the City Clerk no later than noon on the day of the meeting. All meetings are broadcast live on Comcast Cable TV Channel 27 or streamed live online at www.cityoffortpierce.com.

Comments on agenda items should be submitted via email to lcox@cityoffortpierce.com; comments must include your name and address to be read into the record. The City Clerk will read all comments on agenda items submitted by the deadline. Please note that the decorum policy applies to both written and oral comments and all comments shall be limited to 3 minutes as read by the City Clerk.

CITY OF FORT PIERCE CITY COMMISSION AGENDA

Regular Meeting - Monday, October 19, 2020 - 4:30 p.m.

City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Father Bob Pope, St. Mark the Evangelist Catholic Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of minutes from the October 5, 2020 regular meeting and the October 12, 2020 special meeting.
6. **PROCLAMATIONS**
 - a. Community Planning Month
 - b. Hospice and Palliative Care Month
7. **LETTERS TO COMMISSION**
8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

9. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

10. **MISCELLANEOUS REPORTS**

- a. Presentation by John Tompeck, FPUA, Director of Utilities on utilities disconnections and the recent effluent discharge to the Indian River Lagoon.

11. **CONSENT AGENDA**

- a. Accept funding for residual Justice Assistance Grant (JAG) in the amount of \$81,500.00 as approved by the Florida Department of Law Enforcement.
- b. Approve grant award for Jaykelia Weston, owner of JC Salon & Boutique, in the amount of \$10,000, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Startup/Relocation Grant Program.
- c. Approval of Florida Housing Finance Corporation Subrecipient Agreement Amendment to receive Coronavirus Relief Fund (CRF) allocation in the amount of \$99,506.
- d. Approve grant award for Eugene Williams, owner of 1319 Avenue D. Fort Pierce, FL, in the amount of \$5000.00, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Commerical Facade Grant.
- e. Approval of annual/blanket purchase order for the Police Department for FY 2021 for a total budgeted amount of \$480,737.00

12. **PUBLIC HEARINGS**

Any Public Comment on these Public Hearing items, if not being offered in person, should be submitted by noon on the day of the meeting using the Sworn Public Comment Form which is available on the city's website at:

<http://www.cityoffortpierce.com/DocumentCenter/View/8741/Sworn-Public-Comment-for-Public-Hearings>

- a. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with no new construction submitted by property owner and applicant, Nancy Barsotti, for a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as 31 days. The property is located at 1040 Windward Drive, #3402 and is zoned Hutchinson Island Medium Density Residential (R-4A). Parcel ID: 2507-888-0068-000-4.
- b. Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owner, Nick Danaluk, and applicant, Michelle Longarzo, for Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as two (2) days. The property is located at 715 South Ocean Drive, Unit L, and is zoned Hutchinson Island Medium Density Residential (R-4A). Parcel ID: 2401-504-0012-000-1.

- c. Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owner, Sandra Jean Ballantyne, and applicant, Michelle Longarzo, for Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as two (2) days. The property is located at 715 South Ocean Drive, Unit B, and is zoned Hutchinson Island Medium Density Residential (R-4A). Parcel ID: 2401-504-0002-000-8.
- d. Legislative Hearing - Ordinance 20-029 - extending the territorial limits of the City of Fort Pierce, to include 504 Tumblin Kling Road in Fort Pierce, Florida. FIRST READING

13. **CITY COMMISSION**

- a. Resolution 20-R46 establishing polling places for the November general election.
- b. Resolution No. 20-R48 determining that the structure located at 1909 N 16th Street is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on November 16, 2020.
- c. Resolution No. 20-R49 determining that the structure located at 712 Avenue E is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on November 16, 2020.
- d. Resolution 20-R51 appointing Mark Arlington to the Parks Advisory Committee as Commissioner Perona's appointee following a resignation.

14. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

15. **COMMENTS FROM THE CITY MANAGER**

- a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Pursuant to Sec. 2-49, Fort Pierce Code of Ordinances, persons desiring to place an item on the agenda may make written request to the city manager no later than 5:00 p.m. fifteen (15) days preceding the regular city commission meeting. Such request must state the subject matter of the individual's appearance and should include any background materials pertinent to the issue. The city manager shall review the request to determine if the item might be handled administratively or whether the subject matter is an item of city business. If appropriate, the city manager shall submit the item for placement on the agenda to the city clerk no later than 5:00 p.m. ten (10) days preceding the regular city commission meeting. The mayor may impose a time limitation of five (5) minutes, or allow such additional time he or she determines necessary and appropriate for such person to make presentation. All reports, communications, ordinances, resolutions, contracts, documents or other materials to be submitted to the commission shall, no later than 12:00 noon on Wednesday prior to each meeting, be delivered to the city clerk and furnish each member thereof with a copy of the same prior to the regular meeting.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

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 Regular Meeting - 4:30 pm

5. a.

Meeting Date: 10/19/2020

Re:

SUBJECT:

Approval of minutes from the October 5, 2020 regular meeting and the October 12, 2020 special meeting.

Attachments

10.05.2020 Minutes

10.12.2020 Special Meeting

Form Review

Form Started By: Linda Cox

Started On: 10/13/2020 10:53 AM

Final Approval Date: 10/13/2020

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:00 P.M. ON MONDAY, OCTOBER 05, 2020.

1. CALL TO ORDER

Mayor Hudson called the October 05, 2020 Regular Meeting of the City Commission to order at 6:00 PM.

2. OPENING PRAYER - Pastor Brian Jamison, Common Ground Vineyard Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Jeremiah Johnson; Commissioner Thomas Perona; Commissioner Reginald Sessions

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Peter Sweeney

City Manager Nick Mimms was present by telephone conference call at 6:00 PM.
Commissioner Sessions was present at 6:03 PM.
Commissioner Alexander was present by telephone conference call at 6:18 PM.

5. APPROVAL OF MINUTES

- a. Approval of Minutes from September 08, 2020 Regular Meeting; September 14, 2020 Special Meeting; September 21, 2020 Regular Meeting, September 21, 2020 Special Meeting and September 28, 2020 Special Meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve the minutes from the September 08, 2020 Regular Meeting, September 14, 2020 Special Meeting, September 21, 2020 Regular Meeting, September 21, 2020 Special Meeting, and September 28, 2020 Regular Meeting.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona
Passed

6. PROCLAMATIONS

7. LETTERS TO COMMISSION

- a. Email from Phil Schwegler expressing his appreciation and gratitude for the City Commission approving an idle speed zone restriction for Jaycee Park.
- b. Email from Dan Cushman thanking Mike Reals, Public Works Director and his staff for their cooperative service-oriented attitude when resolving a small problem with curbside trash pickup at River's Edge.

8. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS

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None.

9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve and set the Agenda.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions
Passed

10. MISCELLANEOUS REPORTS

None.

11. CONSENT AGENDA

- a. Approval of payment schedule of three annual payments for paying reduced demolition lien against 2152 S. Jenkins Road, Ft. Pierce, FL, Parcel ID Number 2418-333-0002-000-6 owned by BGDN LLC, 1820 Avenue K, Brooklyn, NY 11230. On August 17, 2020 the City Commission approved the request to reduce the demolition fees in the amount of \$38,241.68 to \$21,827.00 payable in 30 days.
- b. Approval of an agreement on the distribution of surplus funds related to the foreclosure sale of a property located at 118 Hialeah Avenue.
- c. Approval of request to reduce code enforcement fees in the amount of \$7,670.00 against 711 S Ocean Drive, Ft. Pierce, FL 34949, Parcel ID Number 2401-503-0079-000-5 owned by Fond De Blanc Inc, Jermaine Leclerc, 275 SW Lost River Road, Stuart, FL 34997. In accordance with previously established policy, staff recommends reducing the fines to \$1,200.00 payable in 90 days. If not paid within this time period, the lien will revert to the original amount. However, applicant is requesting a waiver of \$7,650.00 leaving a balance due of \$20.00 for recording fees which requires a direct vote by Commission.
- d. Approve letter of support to St. Lucie County Board of County Commissioners requesting a three (3) way stop sign at the intersection of Savannah Road and Indian River Drive.
- e. Approval of Way to Grow Lincoln Park Grant Award to JC Salon and Boutique LLC, 914 Avenue D, in the amount of \$3,000.00.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve items 11a, 11b, 11c, 11d, and 11e.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona,
Commissioner Reginald Sessions

Passed

12. PUBLIC HEARINGS

Any Public Comment on these Public Hearing items, if not being offered in person, should be submitted by noon on the day of the meeting using the Sworn Public Comment Form which is available on the city's website at:

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- a. Legislative Hearing - Ordinance 20-025 REZONING THE PROPERTY GENERALLY LOCATED AT OR NEAR 10050 WEST MIDWAY ROAD, FROM AG-2.5, AGRICULTURAL, 1 DU/2.5 AC (SAINT LUCIE COUNTY ZONING) TO PLANNED DEVELOPMENT (PD); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-025

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT OR NEAR 10050 WEST MIDWAY ROAD, FROM AG-2.5, AGRICULTURAL, 1 DU/2.5 AC (SAINT LUCIE COUNTY ZONING) TO PLANNED DEVELOPMENT (PD); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE SECOND READING.

Mayor Hudson opened the Public Hearing. Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Ordinance 20-025.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona,
Commissioner Reginald Sessions

Passed

- b. Legislative Hearing - ORDINANCE 20-023 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF PROPERTY GENERALLY LOCATED AT OR NEAR 3000 OKEECHOBEE ROAD, FROM GENERAL COMMERCIAL, GC, TO MEDIUM DENSITY RESIDENTIAL, RM; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-023

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF PROPERTY GENERALLY LOCATED AT OR NEAR 3000 OKEECHOBEE ROAD, FROM GENERAL COMMERCIAL, GC, TO MEDIUM DENSITY RESIDENTIAL, RM; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Mayor Hudson opened the Public Hearing. Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Ordinance 20-023.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- c. Legislative Hearing - Ordinance 20-024 REZONING THE PROPERTY GENERALLY LOCATED AT OR NEAR 3000 OKEECHOBEE ROAD, FROM C-3, GENERAL COMMERCIAL ZONE, TO R-4, MEDIUM DENSITY RESIDENTIAL ZONE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-024

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT OR NEAR 3000 OKEECHOBEE ROAD, FROM C-3, GENERAL COMMERCIAL ZONE, TO R-4, MEDIUM DENSITY RESIDENTIAL ZONE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING.

Mayor Hudson opened the Public Hearing. Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve Ordinance 20-024.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- d. POSTPONED FROM SEPT. 21, 2020 - Quasi-Judicial Hearing - Application for Site Plan, Design Review, and conditional Use submitted by Property Owner, Arrow Investment Group, LLC and Representative, Michael Sanchez of Managed Land Entitlements, to construct a 112 unit Innovative Residential Multi-Family Development on a property located at 3000 Okeechobee Road in Fort Pierce, FL. The property is currently zoned General Commercial (C-3). There is an active rezoning application by the applicant to rezone the property to Medium Density Residential (R-4). Parcel ID: 2417-504-0020-001-6

City Clerk Linda Cox introduced the Application for Site Plan, Design Review and Conditional Use submitted by Property Owner, Arrow Investment Group, LLC and Representative, Michael Sanchez of Managed Land Entitlements, to construct a 112-unit innovative Residential Multi-Family Development on property located at 3000 Okeechobee Road, Fort Pierce FL.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Peter Sweeney would read regarding Quasi-Judicial Hearings as they apply to all subsequent Quasi-Judicial Hearings tonight.

Before commencing this Quasi-Judicial Hearing, Peter Sweeney, City Attorney, reminded the City Commission that they serve in both a legislative and quasi-judicial role. When acting as a legislative body, the commission engages in law-making activity by passing laws and establishing policies. When acting as a quasi-judicial body, the commission applies those laws and policies and is held to stricter procedural requirements.

Quasi-judicial proceedings are less formal than proceedings before a circuit court but are more formal than the normal commission meeting. Quasi-judicial proceedings must follow basic standards of notice and due process; and decisions must be made based on competent substantial evidence.

Therefore, Commissioners have a duty to conduct the quasi-judicial proceedings more like judges than legislators. That is why the commission has established the uniform procedures for quasi-judicial hearings that will be followed this evening.

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:

Commissioner Johnson - none.
Commissioner Perona - none.
Commissioner Sessions - none.
Mayor Hudson – none.

Mayor Linda Hudson opened the public hearing.

City Clerk Linda Cox was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Staff presentation:

Planner Vennis Gilmore, sworn, provided an overview of the proposed application for Site Plan, Design Review and Conditional Use for construction and operation of a multi-family development with 112 units on property located at 3000 Okeechobee Road. Mr. Gilmore provided a site map, future land use map, and proposed zoning map to further identify the parcel. The request for Development Review, Design Review and Conditional Use is consistent with the City Code and Comprehensive Plan, does not adversely affect the public health safety, convenience, and general welfare, and is within proximity to key commercial and institutional amenities. Staff recommends approval subject to four conditions:

1. A Landscape Bond will need to be provided at the time of Certificate of Occupancy for each building pursuant to City Code 123-6. The Landscape Bond for the common areas, clubhouse, lakes, & parking areas shall be submitted before the Certificate of Occupancy is issued for the first building in each phase.
2. At the time of Building Permit submit a signed and sealed boundary and topographic survey to the City Engineering Department in accordance with City Code 119-2 (a)(7).
3. Remove the light gray from the color scheme and use colors from the blue-violet or blue-green color palette.
4. Include a landscaped area around base of the monument sign which extends a minimum distance of three (3) feet in all directions. Such landscaped area shall be completely covered by ground cover and shrubs, hedges or similar vegetative materials. Vegetation in the area surrounding said sign shall be maintained at a height of less than twelve (12) inches.

Planning Board has recommended approval of the Zoning Atlas Map Amendment, Development Review, Design Review and Conditional Use.

Commission questions for Staff:

Commissioner Johnson inquired if the project connects to South 31st Street. Mr. Gilmore confirmed it does not. Commissioner Johnson inquired about the landscape design around the entrance to the project. Director of Planning Jennifer Hofmeister indicated that DOT, Engineering, and a Tree Arborist has reviewed the plan and that further review will be done at time of building permitting. Commissioner Johnson would like adjustments done if the oak trees in the median obstruct a driver's line of vision in any way.

Applicant questions for Staff: None.

Applicant presentation:

Applicant Representative Michael Sanchez, sworn, of Land Entitlements was present and available to answer any questions. Mr. Sanchez stated that the intention on this project is to put forth a high-quality project with special attention to the site design, landscaping, architecture and site amenities to comply with the innovative design criteria. Mr. Sanchez further explained that there is a "safe site triangle" at the entrance to the project with the landscape set back so the visibility is not obstructed. They are required to put in a left-turn lane which will also provide a nice line of sight.

Commission questions for Applicant: None.

Public comment: None

Mayor Hudson closed the public hearing.

For the record, this item will require two votes, one for the Development and Design Review and one for the Conditional Use.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve Item 12d, Development Review and Design Review with the four (4) staff conditions.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Item 12d, Conditional Use with the four (4) staff conditions.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- e. Resolution No. 20-R47 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 1311 Avenue E to show cause why the structure located on the premises should not be condemned and demolished.

City Clerk Linda Cox introduced the resolution, read by title only, into the record.

RESOLUTION NO. 20-R47

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 1311 AVENUE E IN FORT PIERCE, FLORIDA 34950 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT SAID BUILDING OR STRUCTURE SHALL BE DEMOLISHED; DECLARING THE PARTIES OF INTEREST WERE PROVIDED THE OPPORTUNITY TO BE HEARD AND ARE RESPONSIBLE FOR THE REMOVAL OF THE BUILDING OR STRUCTURE; AND ORDERING THE CITY OF FORT PIERCE TO PROCEED WITH SUCH REMOVAL AND PLACE A LIEN UPON THE PROPERTY IDENTIFIED IF COMPLETED BY THE CITY OF FORT PIERCE; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson called the public hearing to order and reminded the Commission and Public that this proceeding is a Quasi-Judicial Hearing, and that City Attorney Peter Sweeney has read the legal requirements into the record.

City Clerk Linda Cox confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:

Commissioner Alexander - none.
Commissioner Johnson - none.
Commissioner Perona - none.
Commissioner Sessions - none.
Mayor Hudson – none.

Mayor Linda Hudson opened the public hearing.

City Clerk Linda Cox was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Staff Presentation

Code Compliance Manager Peggy Arriaz, sworn, provided an overview including historical background of the proposed resolution. The owner has been unresponsive to all notices. A Property Maintenance Inspection Report (PMIR) was completed by Ed Smith, Building Inspector, on November 13, 2019. Due to continued deterioration and unsafe conditions, he recommends demolition of the structure. The utilities to the structure have been disconnected since 2008 and the structure is secured to prohibit unlawful entry and activities. A tax certificate was issued June 01, 2020 due to unpaid 2019 taxes. Notice of unsafe building was sent certified mail to the owner, Manuel Fuentes and the notice was returned unclaimed. The structure was posted with an unsafe building placard on January 09, 2020. Notice of Unsafe Building was sent regular USPS to the owner and has not been returned. Upon receipt of the title search, the following additional parties were notified of the hearing: Tax certificate holder, JPL Investments Corp and Lien holder, Logan Connie Taylor. There has been no response from the owner. The property is not occupied and has not been homesteaded. The Historic Preservation Board has approved the demolition of this structure.

Public comment:

Mayor Hudson, seeing no one else, closed the public hearing.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve Resolution 20-R47.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- f. Legislative Hearing - Ordinance 20-028- Text amendment to Chapter 38, Reducing the distance of the No Wake Zone at Jaycee Park. FIRST READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-028

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 38, ARTICLE III, DIVISION 2 OF THE CODE OF ORDINANCES ENTITLED "NO WAKE AND MINIMUM WAKE ZONES"; AMENDING SECTION 38-99 – AREAS DEFINED, TO MODIFY LANGUAGE TO ALLOW FOR IDLE SPEED NO WAKE ZONE WITHIN 300' OF THE JAYCEE PARK BOAT RAMPS AS PROVIDED BY THIS CHAPTER OR ADMINISTRATIVE RULE. PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. FIRST READING.

Staff Presentation

Director of Public Works Mike Reals, sworn was present and provided an overview of the proposed text amendment to Ordinance 20-028. Mr. Reals provided a background of the Parks Advisory Committee's original recommendation to the City Commission. The text amendment brought forth is to revise the original 500' no wake zone to a 300' no wake zone. The original cost to establish the 500' no wake zone which included permit fees, pilings, channel markers, signage, and replacement of missing buoys was just under \$15,000.00. The new signs have been in place since June 2020.

Code Compliance Manager Peggy Arriaz stated that there is a large number of wave runners launched from this location. Code Compliance Officers are present at the ramp and educate operators on the rules and regulations. There was a learning curve in the beginning because there had been no previous enforcement. The Sherriff's Office and Fort Pierce Police Marine Unit have also participated in enforcement. Overall, most people follow the rules.

Both Commissioner Perona and Mayor Hudson commented that they have received many compliments regarding the improvement to Jaycee Park and it's due to the presence of Staff. Discussion continued regarding the current delineation of the swim area, where vessels can anchor off the beach, and the future use including amenities at Jaycee Park. Commissioner Sessions brought this Ordinance forward based on comments he received and his concern about everyone's safety. The consensus of the City Commission is that the current no-wake zone has not been in effect long enough to determine it is not working.

Mayor Hudson opened the Public Hearing.

Public Comment

David Underhill thanked Code Enforcement for their presence and feels it's safer for swimmers to leave the Ordinance as is.

Lisa Potter supports the current Ordinance as is and appreciates the enforcement of rules.

Delores Hogan Johnson supports the Ordinance remaining as is and appreciates the combined enforcement efforts.

Bruce Murray submitted in writing and read into the record by City Clerk, supports leaving the Ordinance as is.

William Perry supports the current Ordinance as is and thanked the Parks Advisory Committee.

Ron Hollman supports the current Ordinance and complimented the City Commission and Parks Advisory Committee.

Charlene Adair supports the current Ordinance and complimented Code and Law Enforcement.

Seeing no one else, Mayor Hudson closed the Public Hearing

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to disapprove Ordinance 20-028.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

13. CITY COMMISSION

- a. Update on the demolition of 2607 Avenue D - Continued from February 18, 2020 as Resolution No. 20-R12

Code Compliance Manager Peggy Arraiz provided an update on the demolition of 2607 Avenue D. This item is continued from the February 18, 2020 City Commission Meeting, Resolution 20-R12 allowing additional time for the owner to move forward with plans for rehabilitation of the structure. Ms. Arraiz spoke to the property owner who has a contractor that she is working with to get plans drawn up. An application has not been made to date. Based on the current COVID-19 situation, Staff recommends an additional continuation for ninety (90) days.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to continue Resolution 20-R12 for ninety (90) days.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

14. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

Tim Gunther
Becky Daniels
Julian Hewitt
Berle Muise
Jose Ruiz
Chris Higgins
Greg Rosslow
Bonnie Turk
Daniel Cedeno

15. COMMENTS FROM THE CITY MANAGER

Rain Response

Engineer Jack Andrews stated that after a week of heavy rainfall, our system is recovering. There was some localized flooding but overall, we fared well. There was some overtopping of the Mayflower Canal and the Indian Hills Recreation Area is full and is probably at the highest level since it was constructed. The new lift station on Avenue E had some problems, but they have since been resolved. There was flooding in the beach area at the usual location; and there was an issue at the east end of Rio Vista where it ties into A1A. There is an application into DOT to tie into that drainage system. The Melbourne Weather Center estimated between 11" – 14" of rainfall in a short period of time. Commissioner Perona inquired where can residents call to report flooding and to find out if they need to evacuate. Mr. Andrews commented that Engineering and Public Works received numerous calls that were prioritized, and responded to them. There may be a delay in responding to calls from an identified private development because the City of Fort Pierce does not have jurisdiction to respond. Commissioner Perona would like some sort of notification system for people in areas prone to flooding where they can report incidents and receive information regarding the City's response to incidents.

Director of Public Works Mike Reals reported that crews were out first thing Thursday morning following the heavy rainfall. Most of the Public Works crews were focused on addressing the stormwater, structures, and responding to calls. Crews were placed on stand-by that evening knowing that more rain was expected.

The City Commission discussed possible options for public notification.

Mr. Mimms commended the Public Works, Engineering, and Police Department for their rapid response. We will look to improve communication.

Jaycee Park

Mr. Mimms echoed the City Commission's sentiment regarding Jaycee Park. Code Enforcement's presence at Jaycee Park has resulted in calm and compliance. When Code is unable to handle the conduct or behavior of individuals, Fort Pierce Police Department will be called.

Parklets

The Parklets were developed as a business capacity expansion program when businesses were restricted by the State of Florida. We found a way to help and accommodate local business during this temporary time. The Governor's Executive Order has expired, and the restrictions have been lifted; therefore, the Parklet program has come to an end. Barriers will be removed unless otherwise directed by this City Commission.

Commissioner Johnson has requested that the Commissioners be added to various informational emails from community partners.

City Attorney Peter Sweeney had no further comments.

City Clerk Linda Cox reported that the renewal season for Business Tax Receipts (BTR) has ended. This was the first year that we were able to offer online renewals and it was a great success. Over half of the BTR renewals received were through the online portal which was important during this pandemic and with City Hall being closed to the public. Ms. Cox commended the Information Technology Department for their efforts. We waited long and hard to have the online program and it worked as designed.

Mayor Hudson commented that it is a great customer service for our business. Thank you to the IT Department and to the City Clerk's office, welcome to the 21st Century!

City Clerk Linda Cox added that next Monday, October 12, 2020 the FPUA interviews of all candidates will be held during the time normally reserved for the Conference Agenda. The Conference Agenda has been canceled and a Special Meeting has been scheduled in its place.

a. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander remains concerned about the COVID-19 virus. Commissioner Alexander inquired if Commissioner Perona had contact tracing done after testing positive. Commissioner Perona assured the City Commission that his quarantine period was between meetings and he was not in contact with anyone at City Hall during that time.

Commissioner Perona Regarding the Parklets, Commissioner Perona would like to hear from Shyanne regarding the positive, negative or issues relating to the program. He would like to accommodate the various types of business that are utilizing the program but wants to make sure we are not taking something from a business not using the program. There should be a way to extend this without a negative impact for any business; however, input from Staff and the Community is necessary. Staff needs to move forward with emergency response during flooding situations. Commissioner Perona commends the City Commission for the handling of the Jaycee Park no-wake zone issue tonight. Commissioner Perona would like to further discuss the future of Jaycee Park and its amenities.

Commissioner Sessions thanked the business owners who were present tonight to express their support for the Parklet Program. We need to work something out regarding the Parklets. COVID-19 is hurting all businesses. People need to remain cautious even though capacities have been increased. Please continue to wear masks and practice social distancing. We need to take all precautions to continue to protect the citizens of Fort Pierce. Commissioner Sessions wants to be sure the public has input for any changes or proposals to Jaycee Park or any park.

Commissioner Johnson agrees with the Commissioner's sentiments regarding the Parklet Program. Perhaps there are options or alternatives to the existing program. Commissioner Johnson is looking forward to the County's response to the Indian River Drive and Savannah Road stop sign request. Commissioner Johnson inquired about the long-term plan for the JC Penney parking lot and what the future is. Commissioner Johnson is looking forward to an update on the Greenway Trail. Mr. Mimms stated that the plans are moving forward for expansion. Engineer Jack Andrews gave a brief update. The first segment from the FEC Crossing on the southern side up to Indian Hills Drive is scheduled for construction. Pre-certification with DOT is underway. The second section, The Highwaymen Trail Gap will be from Indian Hills Drive to Georgia Avenue. Design plans have been requested from a consultant. This section will be brought before the Commission for approval to have Engineering Design Plans completed with 100% funding. The remaining phase through the downtown area has funding for the design of that section. However, there are many obstacles that need to be overcome such as getting over the Citrus Avenue Bridge, getting over the train tracks, and getting through the downtown to the North Causeway. Commissioner Johnson just wants everyone to keep in mind if the Greenway Trail does go through the downtown area, we have to start talking about parking infrastructure which is why the Second Street Bistro and JC Penney parking lot was brought up.

Mayor Hudson supports continuing the Parklet Program temporarily. Mayor Hudson agrees with Commissioner Sessions that the perception of the population is that it is still not safe to be in a crowded, closed in space. Mayor Hudson is happy about the stop sign at Indian River Drive and Savannah Road. Mayor Hudson appreciates Staff writing a letter to formally request this stop sign. Great things were on the agenda tonight.

Mr. Mimms stated that Staff can come up with solutions and a recommendation for the Parklet Program and will be reviewed under the City Commission portion at the October 19, 2020 City Commission Regular Meeting.

17. ADJOURNMENT

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Linda Hudson adjourned the meeting at **8:59 PM**.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

MINUTES OF A SPECIAL MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 9:00 A.M. ON **MONDAY, OCTOBER 12, 2020.**

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 9:00 a.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Jeremiah Johnson; Commissioner Thomas Perona

Absent: Commissioner Reginald Sessions

Staff Present: City Clerk Linda Cox
City Attorney Peter Sweeney
City Manager Nick Mimms participating by phone

Commissioner Alexander participated by telephone.
Commissioner Sessions arrived at 9:01 a.m.

4. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to fifteen minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

There were no comments from the public.

5. NEW BUSINESS

a. Interviews of FPUA Candidates

Each candidate was given the opportunity to provide a three (3) minute opening statement. Each commissioner then asked a question and a two (2) minute response was permitted. At the end of the question period, each candidate provided a two (2) minute closing statement. It was agreed that the Board would rotate the order in which they asked their question with the Mayor always going last.

1. Nichelle Clemons
2. Stephen Enns
3. Luca Fontaine Bradley
4. Jaimebeth Galinis
5. Kristina Gibbons
6. Jannifer Lee

b. Discussion and Selection of the FPUA Board member via Resolution 20-R50.

The mayor and commission all agreed that the process worked extremely well and that all the candidates were qualified for the seat. They expressed hope that each candidate, if not selected, would be willing to serve on other city boards and committees.

The board agreed to use the same format as when hiring the city attorney. The ballots were distributed containing the names of all 6 candidates. The board was asked to select their top three candidates, in no particular order. Following the tally, additional votes would continue to narrow the field.

City Clerk, Linda Cox, read ballots into the record:

Commissioner Alexander selected Clemons, Gibbons and Lee.
Commissioner Johnson selected Enns, Fontaine-Bradley, and Gibbons.
Commissioner Perona selected Clemons, Enns and Galinis.
Commissioner Sessions selected Clemons, Fontaine-Bradley and Lee.
Mayor Hudson selected Galinis, Gibbons and Lee.

Based on the votes, Clemons, Gibbons and Lee all received three votes and would move on to the next round. Each commissioner was asked to select their top choice.

The City Clerk read the ballots.

Commissioner Alexander selected Lee.
Commissioner Johnson selected Gibbons.
Commissioner Perona selected Clemons.
Commissioner Sessions selected Lee.
Mayor Hudson selected Gibbons.

Based on the votes, Gibbons and Lee each received two votes and moved to the next round.

The City Clerk read the 3rd ballots into the record.

Commissioner Alexander selected Lee.
Commissioner Johnson selected Gibbons.
Commissioner Perona selected Gibbons.
Commissioner Sessions selected Lee.
Mayor Hudson selected Gibbons.

Kristina Gibbons received three votes and therefore will be the new at-large member of the FPUA Board.

Linda Cox, City Clerk, read the following resolution into the record.

RESOLUTION NO. 20-R50 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF A MEMBER OF THE FORT PIERCE UTILITIES AUTHORITY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve Resolution 20-R50 appointing Kristina Gibbons.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions
Passed

6. ADJOURNMENT

Mayor Hudson adjourned the meeting at 12:14 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting - 4:30 pm

6. a.

Meeting Date: 10/19/2020

Re: Community Planning Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Community Planning Month

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Community Planning Month

Form Review

Form Started By: Miriam Garcia
Final Approval Date: 10/13/2020

Started On: 10/13/2020 08:12 AM

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, townships, rural areas and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people live, work and play; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the quality of life and future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

WHEREAS, the American Planning Association, its professional institute, the American Institute of Certified Planners, and the Florida Chapter of the American Planning Association endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation made to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of the City of Fort Pierce Planning Board and other citizen volunteers who have contributed their time and expertise to the improvement of the City of Fort Pierce; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Fort Pierce and St. Lucie County and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim October as:

Community Planning Month

in the City of Fort Pierce, in conjunction with the celebration of National Community Planning Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 19th day of October, 2020.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 4:30 pm

6. b.

Meeting Date: 10/19/2020

Re: Hospice and Palliative Care Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Hospice and Palliative Care Month

Attachments

Hospice

Form Review

Inbox

City Manager

Form Started By: Miriam Garcia

Final Approval Date: 10/14/2020

Reviewed By

Nick Mimms

Date

10/14/2020 08:57 AM

Started On: 09/22/2020 11:51 AM

WHEREAS, Medicare’s first proven coordinated care model, hospice is a program that works offering person-centered, compassionate care, ensuring people dignity, choice, and quality of life; and

WHEREAS, the hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care; and

WHEREAS, beyond providing physical treatment, hospice attends to the patient’s emotional, spiritual, and family needs, and provides family services like respite care and grief counseling; and

WHEREAS, hospice and palliative care organizations are advocates and educators about advance care planning that help individuals make decisions about the care they want; and

WHEREAS, Treasure Coast Hospice has cared for our communities since 1982, delivering compassionate, caring, expert and professional Hospice and Grief Support services to patients and families at the end of life.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim November 2020 as:

Hospice and Palliative Care Month

in the City of Fort Pierce, Florida, and encourage citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 19th day of October, 2020.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 4:30 pm

10. a.

Meeting Date: 10/19/2020

Re: FPUA Presentation

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Presentation by John Tompeck, FPUA, Director of Utilities on utilities disconnections and the recent effluent discharge to the Indian River Lagoon.

Form Review

Inbox

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 10/08/2020

Reviewed By

Nick Mimms

Date

10/08/2020 01:26 PM

Started On: 10/08/2020 01:22 PM

City Commission Regular Meeting - 4:30 pm

11. a.

Meeting Date: 10/19/2020

Re: Permission to submit Application and, subsequently approve receipt, of awarded funding from Florida Department of Law Enforcement (FDLE) funding

Submitted For: Diane Hogley-Burney, Chief of Police, Police Department

SUBJECT:

Accept funding for residual Justice Assistance Grant (JAG) in the amount of \$81,500.00 as approved by the Florida Department of Law Enforcement.

SUMMARY:

The Department's request to receive residual JAG funding has been approved by FDLE to purchase one (1) drone and one (1) cargo van for drone base of operations. The award period to expend funds is October 1, 2020 to September 30, 2021. To expedite the application process, FDLE will compose the initial grant application with staff input. Once received by FDLE, funds will be made available for expenditure on a reimbursement basis. No match is required.

RECOMMENDATION:

Staff recommends acceptance of FDLE's approved funding to purchase much needed equipment to enhance the Fort Pierce Police Department's investigations.

ALTERNATIVES:

Do not accept the funding offered which will impact our ability to conduct more enhanced investigations.

RESPONSIBLE STAFF:

Chief Diane Hogley-Burney, Chief of Police
Johnna Morris, Finance Director
Sgt. Jason Braun, Fort Pierce Police Department

COORDINATED WITH:

Anita Cocoves, Grant Coordinator

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2021
Account: 101-3005-521-6410
Amount: 81,500.00

FISCAL IMPACT:

Funding will be utilized to purchase one (1) drone and one (1) cargo van for a drone base operations. This is a reimbursement grant. No match is required to receive funds.

Attachments

FDLE Fund Request Approval

Request for funding and budget request from FDLE and award notification

Form Review

Inbox

Finance Department
City Manager

Form Started By: Anita Cocoves

Final Approval Date: 10/14/2020

Reviewed By

Johnna Morris
Nick Mimms

Date

10/14/2020 11:14 AM

10/14/2020 02:02 PM

Started On: 10/02/2020 11:33 AM

Anita Cocoves

From: Criminal Justice <criminaljustice@fdle.state.fl.us>
Sent: Tuesday, September 22, 2020 9:42 AM
To: Anita Cocoves
Cc: Smith, Clyde; Cradit, Rona Kay; Menacof, Cody; Diane Hobley-Burney
Subject: FY18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Residual Funds

SECURITY CAUTION - this message is from outside FPPD. Please do not open links or attachments you are not expecting.

Dear Ms. Cocoves:

The FDLE Commissioner's Office has approved your Justice Assistance Grant (JAG) residual funding request in the amount of \$81,500.00. This amount partially funds the project outlined in your request dated August 26, 2019; your request to purchase one (1) drone and one (1) cargo van for drone base of operations is approved.

The award period for this grant is October 1, 2020 to September 30, 2021. Please be aware no extension of the grant period beyond September 31, 2021 is available.

To expedite the application process, the OCJG will compose the initial grant application. This will require input from the Project Director. As soon as possible, please provide us with the name, email address, and phone number of the person who will act as your project director for this grant. We will work with them to create and submit the application via the FDLE Subgrant Information Management Online (SIMON) grant management system.

Questions about the actual application process should be directed to Clyde Smith at (850) 617-1270. For assistance with the SIMON system, please contact Krista Sanders at (850) 617-1250.

We look forward to working with you.

Thank you,

Office of Criminal Justice Grants
Florida Department of Law Enforcement
(850) 617-1250

Visit our website at: https://url3.mailanyone.net/v1/?m=1kKiYc-000ABt-68&i=57e1b682&c=Cip7xiTQ82enu94gyVn1dlHP4sID9uKFBKSICH99KOna5h_Og3G9cs8xFtEBW_LuGu8IjQL23RJ5tgv7BbDi87Ise2UeaSU6WE1InE5_a6ba6NHgAbks1yjsugwja7yZTakEhHNVNEFGI5RtsXlw2YrFsHi-ECGDzzPbiReLu7NWFT3p26O0hdx-YZr5SSCT2GWGVMDD8bIXakZeWnaG3irZu23KP8litlgYOXgiW8NMNNoSxgOBCamYA8QING87r



Anita Cocoves

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We look forward to working with you.

Thank you,

Office of Criminal Justice Grants
Florida Department of Law Enforcement
(850) 617-1250

Visit our website at: https://url3.mailanyone.net/v1/?m=1kKIYc-000ABt-68&i=57e1b682&c=Cjp7xiTQ82enu94gyVn1dIHP4sID9uKFBKSICh99KOna5h_Og3G9cs8xFtEBW_LuGu8IjQL23RJ5tgv7BbDi87Ise2UeaSU6WE1InE5_a6ba6NHgAbks1yisugwja7yZTakEhHNVNEFGI5RtsXlw2YrFsHL-ECGDzzPbiReLu7NWFT3p26O0hdx-YZr5SSCT2GWGVMDD8biXakZeWnaG3irZu23KP8litlgYOXgiW8NMNoSxg0BCamYA8QiNG87r





THE SUNRISE CITY

FORT PIERCE

POLICE DEPARTMENT
"In Honor We Serve"

Florida

August 26, 2019

Rona Kay Cradit, Bureau Chief

Office of Criminal Justice Grants

Florida Department of Law Enforcement

2331 Phillips Road

Tallahassee, FL 32308

RE: Residual 2018 Funds

Dear Ms. Cradit:

The Fort Pierce Police Department wishes to request consideration for award/access to funds that may be residually available at the conclusion of the 2018 statewide grant funding cycle. Specifically, the Department believes the purchase of a drone(s) and, ideally, a vehicle to operate as a base of operations for the drone(s), will assist with the continued gang issues the City of Ft. Pierce faces. With an approximate rate of 9 murders per 50,000 residents (roughly the population of the City) reported during 2017, and, most shootings taking place within a 10 block area of the City, having overhead monitoring capability is of vital importance in fighting crime and helping to ease residents' fears.

In addition, The City of Ft. Pierce Police has the following concerns: the City has a naturally occurring deep water port strategically located just over 200 miles west of the Bahamas, and has a major nuclear power plant within five miles of its city limits. The Bright Line/Virgin Atlantic train is eyeing the area for a stop for its high speed rail service from Miami to Orlando.

For the reasons stated here the Department believes it is important to add the capability to view potential public safety situations from an aerial perspective. Thank you, in advance, for your consideration for funding the Department's request for the safety of its citizens.

Yours Truly,

Anita Cocoves, Ph.D., LMHC, MCAP

Grant Coordinator



Budget:

The Fort Pierce Police Department has three FAA small UAS licensed officers, licenses are valid for three years, and will be renewed beyond that date prior to expiration.

The proposed program includes the purchase of equipment:

(1) Axon Air, Matrice M210 @ \$9600.00 ea.

(1) Axon Air, Zenmuse Z30 (cameras) @ \$2,999.00 ea.

(1) Axon Air, Zenmuse XT 640 x 512 Radiometric, 30Hz, 19mm (thermal imaging) @
\$13,200.00 ea.

(1) Axon Air, Evidence.com Add-on package annual payment @ \$600 ea.

Drone Total: \$26,399.00

(1) 2019 Ford Transit Connect Cargo Van, High Roof, Extended cab/chassis, 3.2 liter I-5
Diesel = \$45,000.00

In addition, windows would require dark tint, Police Department insignia vehicle wrap,
Police light bar, outfitting for drone base operations = \$10,000

Vehicle Total: \$55,000

Project Total: \$81,399.00

******Ideally, the Department would like to request two drones and two vehicles, for a total request of \$162,798.**

City Commission Regular Meeting - 4:30 pm

11. b.

Meeting Date: 10/19/2020

Re: Way to Grow Lincoln Park Grant Award - JC Salon and Boutique - \$10,000

SUBJECT:

Approve grant award for Jaykelia Weston, owner of JC Salon & Boutique, in the amount of \$10,000, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Startup/Relocation Grant Program.

SUMMARY:

M2018-19 CDBG allocates funds for small businesses of up to \$3000. The partnership with Allegany Franciscan Ministries presented grant funding of up to \$7000 for each small business in this program. Ms. Weston's requested rental deposit(s), monthly rent for 1 month, reimbursement for required utility deposit and startup expenses/inventory. Ms. Weston's application included business plan, Proposal to Lease, and quotes for office supplies and utilities deposit, as verification for startup expenses and inventory. (This is a correction of amount approved on the 10/5 agenda)

RECOMMENDATION:

Approve grant award for JC Salon and Boutique LLC to cover small business startup expenses.

ALTERNATIVES:

Do not approve this grant award.

RESPONSIBLE STAFF:

Caleta Scott, Manager, Grants Administration Division

COORDINATED WITH:

Lincoln Park Revitalization Coordinator

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2019
Account: 10390025548410
Amount: 3000.00

OTHER INFORMATION:

Funds will be reimbursed to the City via 2019-2020 CDBG funds

Attachments

Application Documents
Grant Contract

Form Review

Inbox

Finance Department

City Manager

Form Started By: Caleta Scott

Final Approval Date: 10/12/2020

Reviewed By

Johnna Morris

Nick Mimms

Date

10/12/2020 10:46 AM


10/12/2020 10:48 AM

Started On: 10/06/2020 04:31 PM



THE SUNRISE CITY
FORT PIERCE
 GRANTS ADMINISTRATION
 DIVISION
Florida



To: Nick Mimms, P.E., City Manager
From: Caleta Scott, Manager, Grants Administration 
Thru: Johnna Morris, Director of Finance
RE: WAY TO GROW, Lincoln Park! – JC Salon and Boutique LLC
FINAL GRANT REVIEW
Date: August 28, 2020

Please review JC Salon and Boutique LLC grant application and initial memo prior to submission on the Monday, ~~September 21~~ ^{10/15/2020} City Commission Consent Agenda. An invoice is attached for your reference.

This payment is covered under the 2018 CDBG allocation for "Technical Assistance for Small Business" and Allegany Franciscan Ministries Way to Grow, Lincoln Park! (Private Source) grant.

Funding Source	Account	Amount
CDBG	103-9002-554.84-10	\$3000.00
ALLEGANY (Private)	103-0000-336.00-00	<u>\$7000.00</u>

GRANT AWARD(S): **\$10,0000**

GRANT RECIPIENT: **JAYKELIA WESTON, JC SALON AND BOUTIQUE LLC**

If approved, this memo will accompany the request to Finance Department for processing.

Thank you.



**WAY TO GROW, Lincoln Park!
Historic Avenue D Business District
Small Business Startup/Relocation Grant Program**

INVOICE

GRANT RECIPIENT: JAYKELIA WESTON, JC SALON AND BOUTIQUE LLC

GRANT AWARD(S):

Amount: **\$3195**

Description: Rental Deposit Reimbursement – First & Last & Security

MAKE CHECK PAYABLE TO: H. Alan Welles Commercial Real Estate

Amount: **\$2130**

Description: Rent payment reimbursement – 2 months @ \$1000.00+taxes

MAKE CHECK PAYABLE TO: H. Alan Welles Commercial Real Estate

Amount: **\$400**

Description: Utility Connection Reimbursement/QUOTE

MAKE CHECK PAYABLE TO: Jaykelia Weston, JC Salon and Boutique

Amount: **\$2800**

Description: Office / Salon Inventory and Supplies/QUOTE, City BTR/State Licensure QUOTE

MAKE CHECK PAYABLE TO: Jaykelia Weston, JC Salon and Boutique

Amount: Up to **\$1000**

Description: Inventory for boutique items

MAKE CHECK PAYABLE TO: To be determined *Quotes in Progress*

Amount: Up to **\$475**

Description: Signage

MAKE CHECK PAYABLE TO: To Be Determined *Quotes in Progress*

TOTAL AMOUNT DUE: \$10,000

**MAKE CHECK PAYABLE TO: JAYKELIA WESTON, JC SALON &
BOUTIQUE**

**FINANCE DEPARTMENT:
PLEASE HOLD CHECK FOR GRANT RECIPIENT PICK UP**

Thank you,

Caleta Scott

Manager, Grants Administration Division



City of Fort Pierce
Historic Avenue D Business District
Small Business Startup/Relocation Grant Program

Application

- 1. Name of Business: "JC Salon & Bouti Que"
- 2. Type of Business: HAIR SALON and CLOTHING Bouti Que.
- 3. Business Owner:

Name: Jaykelia Azellia Weston
 Address: 2703 Essex Court Ft. Pierce, FL 34946
 Phone (Best Contact #): (786) 217-3841

- 4. Business Relocation Information (for **EXISTING** businesses **RELOCATING** to Target Area)

Business Previous Address: _____
 How Long Have You Been in Business? _____

Identify all anticipated relocation expenses:

- Rent Differential: \$ _____
- Moving Cost: \$ _____
- Initiation & Hook-up of Utilities: \$ _____
- Equipment Setup Costs: \$ _____
- Interior Remodeling: \$ _____
- Signage: \$ _____
- Fees (permits, deposits, etc.): \$ _____
- Other (list at right): \$ _____
- Total Anticipated Expenses: \$ _____

Note: Provide written estimates (with contact info for each estimate) for each expense listed above)

- 5. Business Startup Information (for **NEW** businesses **OPENING** in Target Area)

Identify all anticipated expenses:

- Rent: \$ 750/month / 1000 2,250 (First, Last, and Security)
- Initiation & Hook-up of Utilities: \$ 400 3195
- Equipment Setup Costs: \$ 1,500
- Interior Remodeling: \$ 2,000
- Signage: \$ 350
- Fees (permits, deposits, etc.): \$ 600
- Other (list at right): \$ 2500 (clothing for BoutiQue, salon items)
Furniture, 1 TV for shop, bathroom, etc
- Total Anticipated Expenses: \$ 9600

Note: Provide written estimates (with contact info for each estimate) for each expense listed above)

*Estimates

- ① Rent - rent for this particular property is \$750/monthly. First, Last & Security is required to move in which totaled up to \$2,250.
- ② Initiation & hook-up of utilities - FPUA is the utility carrier for this property, I called the customer service line and was informed that the deposit total is \$400. Monthly utilities include: Electric, water, garbage, and sewer.
- ③ Equipment Setup Costs - Being that I'll have a salon/boutique, I have to make sure that I have the proper shelving, cabinets, lighting, electric wiring, & proper supplies to bring this all together. I've gone to Home Depot a total of 3 times with my parents and came up with \$1,500.
- ④ Interior Remodeling - to bring my vision to life of the layout of my salon, I'd have to make sure everything is in tip top shape. Painting, tiling, Backsplash, Bathroom, Cleaning supplies, etc. the total I came up with was \$2,000.
- ⑤ Signage - making sure that I have the right advertisement to draw my customers in, is very important. Ave D. is historical true enough, but it's still a part of areas of crimes so I want to make sure my business is protected. I'll be

getting my shop windows tinted, I'll have an advertisement board outside as well. My business name will be on my windows as well so my total came up to \$350.

(6) Fees (permits, deposits, etc.) - I've had to pay for several different types of licensure for example: Braiding course, LLC, BTR, FIN, etc, those have totaled up to about \$1,000.

(7) Other - salon/ boutique items don't come cheap, hair care products, clothing to start, TV, furniture, decor, etc, I've added everything up for a total of about \$2,500.

* Total anticipated expenses:

\$9,600⁰⁰



H. Alan Welles

COMMERCIAL REAL ESTATE

Proposal To Lease

Date: 7-20-20

Lessor: Macaw Holdings

Lessee: JC Salon + Boutique, LLC

Premises: 914 Avenue "D" Unit "A"

Use: Salon + Boutique

Lease Term: 2 yr + 2 yr option

Rate: \$1000 + sales tax @ 6 1/2 %

Commencement Date: September 1st

Initial Deposit: \$1st + 2 Security w/sales tax \$3,195⁰⁰

Lessor's Expenses: Renovation of Unit

Lessee's Expense: Utilities, A/c Maint contract,

Tenant Improvements: Interior Business Supplies + Equipment

Commission: N/A

Contingency: Unit is under renovation should be completed within 3 months



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
JC SALON & BOUTIQUE LLC

Filing Information

Document Number	L20000240555
FEI/EIN Number	NONE
Date Filed	08/10/2020
Effective Date	09/01/2020
State	FL
Status	ACTIVE

Principal Address

914 AVE D
FORT PIERCE, FL 34950

Mailing Address

2703 ESSEX COURT
FORT PIERCE, FL 34946

Registered Agent Name & Address

WESTON, JAYKELIA A
2703 ESSEX COURT
FORT PIERCE, FL 34946

Authorized Person(s) Detail

Name & Address

Title MGR

WESTON, JAYKELIA A
2703 ESSEX COURT
FORT PIERCE, FL 34946

Annual Reports

No Annual Reports Filed

Document Images

[08/10/2020 -- Florida Limited Liability](#) [View image in PDF format](#)

Caleta Scott

From: Jaykelia Weston <jaykeliaweston@gmail.com>
Sent: Monday, August 17, 2020 5:38 PM
To: Caleta Scott
Subject: Fwd: Email Marketing Webinar Followup
Attachments: KeystoMarketingSuccessScore_SG.pdf

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From: Sheena Graham <sheena.graham@scorevolunteer.org>
Date: Friday, August 14, 2020
Subject: Email Marketing Webinar Followup
To: Gary Mastro <gary.mastro@scorevolunteer.org>, howard kostoris <howardkostoris@gmail.com>, nereyda@rainforesttours.com, mnob@yahoo.com, 21stcenturyrelief@gmail.com, arturo@rainforesttours.com, thecraftdchen@gmail.com, g1mastro@gmail.com, g1mastro@earthlink.net, lmkmastro@gmail.com, bobvago@hotmail.com, ryan.d.blankenship@outlook.com, nicole@createeventdesign.com, jaykeliaweston@gmail.com, dawnhutchinsons@aol.com, janeacollins@earthlink.net, tim.fitch@scorevolunteer.org, Ken Koziol <ken.koziol@scorevolunteer.org>

Hello Everyone,

Thank you so much for joining the webinar on Wednesday. Here the webinar recording and slide as promised. Please reach out to the Treasure Coast Score for mentoring and additional webinars.

Please let me know if you have any questions

Have a Great Day,
Sheena Graham

Topic: Marketing Strategies That Convert To Sales

Start Time : Aug 12, 2020 10:01 AM

Meeting Recording:

<https://score.zoom.us/rec/share/38pzM473yjplbaPM2niBel0LOKT0X6a803AXqfBbmkf0bt2PTYPo-TxIjRbRrX-D>

Access Password: N0qi%D2f

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“JC SALON & BOUTIQUE.”

~~1806~~ ***Avenue D. Ft. Pierce, Fla.***

914 Ave D

A Business Plan Prepared By: Jaykelia Azellia Weston

"JC Salon & Boutique."

A business plan written predicted and strategized by Jaykelia Azellia Weston.

My name is Jaykelia Weston. I'm a 33 year old single mother born in Fort Pierce Florida and raised in Miami Florida. I've been doing hair for roughly around 16 years and I've been a fashionista for my entire life! My mother Mrs. Patricia Mitchner has always been a fashionista, she's my inspiration! She loves to dress she always looks so nice she gets so many compliments, I've honestly learned so much about fashion watching her over the years. "JC Salon and Boutique" (which stands for Journee' Carter after my 21 month old daughter Journee' Elizabeth Carter) she's the inspiration behind my entire wanting to open a business. I graduated nursing school in 2017 as a LPN but owning my own business has always been my dream. I'll forever be a part of the nursing field but with the Scare of COVID-19 and me having a 1 year old daughter I have to be a little bit more cautious and with doing hair being my passion I feel like it's time for me to take a leap out in faith and open up my own business.

"JC Salon and Boutique" will be a business that supplies multiple needs for the many black women in our community. Providing weaving hair care as well as Boutique Fashion that will range from sizes Small – Large (to start) adding a different type of flare and style to all of my fashionistas in the community. I've been doing hair for around 15/16 years, growing up in Miami I was exposed to it on every scene so it's always been a dream of mine to own my very own Salon. Fashion just came naturally, I developed this eye for fashion and over the years around the community I've become very popular and well-known for it. I think I'll be bringing the perfect business to our community. I'm looking to price clothing from 25.00-60.00, keeping things affordable for the community yet profitable for me. As for my Salon, the hairstyles will range from 25.00-140.00 from the simplest ponytail to the more upscale sew ins. I will have business insurance from my own personal USAA account. Long term goals for my business are to make sure that I leave a mark on the community, and with my sense of fashion to be able to help and continue to inspire all the women in the community and young ladies who've inquired fashion tips from me over the years. Planting my own roots of business would be a dream come true to me, to one day leave a legacy here for my daughter Journee'. Short term goals for my business will be to advertise and build my clientele back up to make sure my Boutique is extremely successful. Opening up on Avenue D is a huge advantage because, it's in the heart of the city, I only live 5 minutes away! It'll also be convenient to all old/future clientele. Avenue D is historical and very busy, with new and exciting things coming up every day. So many black owned businesses, including the one that I'll be located directly across the street from "Bo's Crab Shack" which is owned by some of our close family friends The Robinsons, and then my uncle has a restaurant on the corner of Avenue D and 25th street, so this will be perfect for me!

Marketing Analysis:

"JC Salon and Boutique" will target more of a younger crowd, ages 18- mid 30's, people who are still going out enjoying the nightlife, or may just need something for a date night out. I will advertise my business via Social Media (Facebook, Instagram, Snapchat, etc.) I will also have flyers and business cards made that I will distribute throughout the community to help with my exposure. I'll also

be asking two local radio stations 104.5 and 91.1 to also help me with my Grand Opening. Word of mouth is extremely important, and with my already having a name for being very fashionable in the community from Hair to Dressing, I know for a fact that I'll be bringing a new type of "local flavor" to Fort Pierce and surrounding communities with my Boutique. The area that "JC Salon & Boutique" is located in is directly off Ave D and 18th, the heart of the city. The location is very convenient and beneficial for all customers coming from either North Indian River Co. or South Martin Co. being that the most popular nightlife clubs are located within minutes from the shop. People can stop by on their way to a friend's house to get dressed for going out and grab a nice outfit or get a hair due and accessories all in one, extremely convenient.

My role as the business owner is to do just that, OWN MY BUSINESS! I'm going to work extremely hard to make sure that everything runs in tip top shape. Making sure that all products are always completely stocked in order, labeled properly, and not out of date. I will have my parents whom I trust with my life help me with all filing. Their roles will be making sure that all papers and documents are deemed "Important/Confidential" are kept safe and locked away from the public eye. As business owner, it's going to also be my job to make sure that my shop is kept cleaned inside and out, so that it's attractive and welcoming to all customers. My Father will sit at the shop with me most days for security purposes, my door will remain locked even during hours of operations for safety of myself and my customers. By no means will loitering be allowed outside my shop, no unwanted traffic (customers no being serviced) A shop manager will eventually be hired to help me make sure the shop is kept thoroughly cleaned, so my customers feel welcomed and comfortable inside and outside my shop. "JC Salon & Boutique" is located at 1806 Avenue D, between 17th and 18th street, which is an area known for drugs and crime. This is why it's important for me to make sure that I keep my Salon safe and secured, and also to make my customers feel like their stepping into their own comfortable homes each time they visit. Though this area is known for crime and drugs, it's still home to some of the BEST known Businesses in the community. To be known as of the best and to add a different type of "Flare" to our community is going to be a complete honor. Starting off my business I won't be requiring much help as far as employment goes. As my shop begins to get busier, I'll then seek employment help and start to allow other girls with Cosmetology talents to work for me. I'll also be acquiring a security/ surveillance system inside and outside My Business for security and insurance purposes.

From a financial standpoint the type of business that I'll be opening, I'm for certain that I have the potential to gross at least 20k annually to start. This is considering that I'll get my advertising and marketing to the highest potential so that I'll be able to meet my financial goal expectations. My cheapest hairstyle has always ranged from 30-40 dollars, and the highest being 140.00 over the years I've made on a good month 2,000.00 times 12 months that's 24,000.00 (Before taxes). With the current Economic Crisis it's hard to make predictions on financial gains with the economy possibly shutting back down. Ove the course of the first 2 years my projected sales should be close to 35-40 k if I can get my Marketing up the way I envision it, so that my initial equity capital will continue to rise as my exposure grows.

CASH FLOW PROJECTIONS:

Balance Sheet-

Salon: *Hair Products: Sprays, Glues, Needles, Thread, etc. Monthly (\$200).

Maintenance: * Utilities, Wi-Fi, Cleaning, etc. Monthly (\$300).

Boutique: *Clothing, accessories, etc. (Bi Monthly \$ 1500).

Breakeven Point: Owning and starting up a new business is never easy, oftentimes business owners put out more money than they make for the first couple months. Like I previously stated, I know with the current Economic Crisis businesses aren't opening to their fullest potential making business for small businesses like myself challenging. Though I know it'll be tough I'll still keep the faith! I want to have affordable items in my Boutique, but also be able to make a profit worth double of what I paid so that I may in fact reach my 'Breakeven Point'. I won't be able to afford my very own personal CPA in the beginning, so therefore I'll leave all accounting records to my mother Patricia. File cabinets will be bought as well as a safe that I will store personal records in, leaving what is only "Business Necessary" at home, and taking the very important papers home out of public reach. If I so happen to encounter unforeseen future problems, I may have to think about adding more resources to the shop to help me reach my profits and 'Breakeven Points'. Meaning, hiring other stylists and collecting booth rent from them, or allowing talented vendors to sale their items in my shop so that we both make a profit. Contracts and percentage agreements will be made and notarized if these "What If" measures do come about, I'll be well prepared.

In conclusion, if granted this loan "JC Salon & Boutique" will be a well sought investment, and huge beneficial addition to the Ave D community. This is my lifelong dream to become a Business owner and I'd be extremely grateful to be given the opportunity to be able to do so. Our Ft. Pierce community is growing each and every day! People are looking for new things to do and new places to go, new clothing to wear, new styles, new ideas and I want to be part of that contribution. My Business will be profitable, and I'm going to make it my #1 goal that I succeed in bringing the new heat if not every, every other month! Also one of my goals will be to make sure that I continue to perfect my craft of doing hair, no matter how long I've been in this game, new styles are created every day and I want to make sure that I'm on top of that to keep Profits rising, and keep my customers smiling! Thank You So Much to the City of Fort Pierce for this amazing opportunity.

Certificate of Completion

Awarded

JAYKELIA WESTON

For Successful Completion of the Program Requirements for the
'Braided Bliss'

16 Hour Hair Braiding Course

Issued this 1st day of July 2020

April Boston

Instructor

Braided Bliss License Number NPD2019

Certificate of Completion

Awarded

JAYKELIA WESTON

For Successful Completion of the Program Requirements for the
Braided Bliss'

4 Hour Initial HIV/AIDS

Issued this 1st day of July 2020

April Boston

Instructor

Braided Bliss License Number NPD20091

Find anything home...



Furniture Outdoor Bed & Bath Rugs Décor & Pillows Storage Lighting Kitc

My Cart (4 Items)

\$1,188.73

This order qualifies for free shipping!

[Proceed to Checkout](#)



Kalman Executive Chair
by Upper Square™

\$154.99
~~\$255.71~~

484

Quantity
1

Upholstery Color: White

Get it by Tue, Jul 28 - FREE Ground

[Remove](#) [Save for Later](#)



6 in Stock



Salon Massage Chair
by Inbox Zero

\$339.99
~~\$359.99~~

1

Quantity
1

Upholstery Color: White

Get it by Tue, Jul 28 - FREE Ground


 [Remove](#) [Save for Later](#)



Brynn Desk
by Dotted Line™

\$105.99
~~\$159.00~~

2066

Quantity
1 

Color: White

Get it by Wed, Aug 5 - FREE Ground


 [Remove](#) [Save for Later](#)



Pasillas 61.75" Flared Arm Loveseat
by House of Hampton®

\$509.99

1163

Quantity
1 

Upholstery Color: Blackberry

Get it in 3-4 weeks - FREE Ground

 [Remove](#) [Save for Later](#)

Order Summary (4 Items)

Item Subtotal:	\$1,110.96
Ship To: 34953 - Port Saint Lucie 	FREE
<u>Estimated Tax:</u>	\$77.77

Total:

\$1,188.73

You Save:

\$173.73

Proceed to Checkout



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To provide additional flexibility during this time, store pickup orders at Store #277 can now be picked up either curbside or in the store. [Learn More](#)



Pay \$212 per Month* When You Use Your Card

\$212 per month* suggested payments with 6 months financing on this \$1271.35 purchase. [View Details](#)

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FREE Shipping on eligible items. [See Details](#)

Checkout

Item	How To Get It	Qty	Item Total
 <p>9 in. Metal Paint Roller Tray Model #RM400</p>	<div style="border: 1px solid #ccc; padding: 5px;"> <p>Store Pickup 49 in stock at Ft Pierce 34947</p> <p>FREE</p> </div> <div style="border: 2px solid #f00; padding: 5px; margin-top: 5px;"> <p>Ship To Home Order within 5 hrs 3 mins get it by Tue, Jul 28</p> <p>FREE</p> </div> <div style="border: 1px solid #ccc; padding: 5px; margin-top: 5px;"> <p>Schedule Delivery Starting at \$8.99 for delivery</p> <p>How It Works</p> </div>	<div style="border: 1px solid #ccc; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">1</div> <p>\$3.24/Item</p>	\$3.24
<p>Save for Later Save to Favorites Remove</p>			
 <p>3M ScotchBlue 0.70 in. x 60 yds. Origin... Model #2090-18EC</p>	<div style="border: 2px solid #f00; padding: 5px; margin-bottom: 5px;"> <p>Ship To Store Jul. 31–Aug. 05 Ft Pierce 34947 Change</p> <p>FREE</p> </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;"> <p>Ship To Home</p> <p>Free with \$45 order</p> </div> <div style="border: 1px solid #ccc; padding: 5px;"> <p>Schedule Delivery Starting at \$8.99 for delivery</p> <p>How It Works</p> </div>	<div style="border: 1px solid #ccc; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">1</div> <p>\$3.50/Item</p>	\$3.50
<p>Save for Later Save to Favorites Remove</p>			
 <p>Ring Indoor Standard Security... Model #8SN1S9-WEN0</p>	<div style="border: 2px solid #f00; padding: 5px; margin-bottom: 5px;"> <p>Store Pickup 1 in stock at Ft Pierce 34947 Change</p> <p>FREE</p> </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;"> <p>Ship To Home</p> </div> <div style="border: 1px solid #ccc; padding: 5px;"> <p>Schedule Delivery Starting at \$8.99 for delivery</p> <p>How It Works</p> </div>	<div style="border: 1px solid #ccc; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">1</div> <p>\$59.99/Item</p>	\$59.99
<p>Save for Later Save to Favorites Remove</p>			



Include a 2-year Home Depot Protection Plan for \$12.00 /each
If we can't repair it, we'll replace it! [Learn More](#)

[Add Plan](#)

UTILITY 2 in. Flat Cut, 3 in. Flat Cut...
Model #A227

Store Pickup
25 in stock at

FREE

Ship To Home

Schedule Delivery

1

\$9.57



Ft Pierce
34947 | [Change](#)
FREE

Free with \$45 order

Starting at **\$8.99** for
delivery
[How It Works](#)

\$9.57/Item

[Save for Later](#) | [Save to Favorites](#) | [Remove](#)



3M ScotchBlue 1.88
in. x 60 yds. Origin...
Model #2090-48CP

Store Pickup
375 in stock at
Ft Pierce
34947 | [Change](#)
FREE

Ship To Home

Free with \$45 order

Schedule Delivery
Starting at **\$8.99** for
delivery
[How It Works](#)

2
\$6.58/Item

\$13.16

[Save for Later](#) | [Save to Favorites](#) | [Remove](#)



BEHR MARQUEE 1
gal. #M100-3 Svlt...
Model #745401

Store Pickup
0 in stock at
Ft Pierce
34947
FREE

Ship To Home
Estimated Arrival:
Tue, Jul 28
FREE

Schedule Delivery
Not Available for
this item

1
\$44.98/Item

\$44.98

[Save for Later](#) | [Save to Favorites](#) | [Remove](#)



Request a painter through Pro Referral
[What to expect](#)

[Request](#)



BEHR MARQUEE 1
qt. Ultra Pure Whit...
Model #145004

Store Pickup

Ship To Home

Schedule Delivery
34947 | [Change](#)
\$14.99/order

1
\$19.98/Item

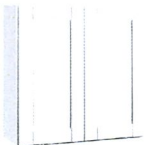
\$19.98

[Save for Later](#) | [Save to Favorites](#) | [Remove](#)



Request a painter through Pro Referral
[What to expect](#)

[Request](#)



Hampton Bay Shaker...
Model #KW3030-
SSW

Ship To Store
Jul. 28-Jul. 31
Ft Pierce
34947 | [Change](#)
FREE

Ship To Home

Schedule Delivery
Not Available for
this item

2
\$136.00/Item

\$272.00

[Save for Later](#) | [Save to Favorites](#) | [Remove](#)

BEHR ULTRA 1 gal.

FREE

\$35.98



#P110-6 Wild Berr...
Model #775301

Store Pickup
0 in stock at
Ft Pierce
34947

FREE

Ship To Home
Estimated Arrival:
Tue, Jul 28

FREE

Schedule Delivery
Not Available for
this item

1

\$35.98/Item

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[What to expect](#)

[Request](#)



Hampton
Bay Shaker...
Model #KW3012-
SSW

Ship To Store
Ft Pierce
34947

FREE

Ship To Home
Estimated Arrival:
Thu, Jul 30

\$49.50

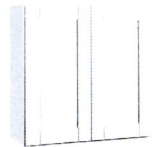
Schedule Delivery
Not Available for
this item

1

\$98.00/Item

\$98.00

[Save for Later](#) | [Save to Favorites](#) | [Remove](#)



Hampton
Bay Shaker...
Model #KW3030-
SSW

Ship To Store
Ft Pierce
34947

FREE

Ship To Home
Estimated Arrival:
Thu, Jul 30

\$49.50

Schedule Delivery
Not Available for
this item

1

\$136.00/Item

\$136.00

[Save for Later](#) | [Save to Favorites](#) | [Remove](#)



smart tiles Milano
Carrera Grey 11.55...
Model #SM1060-1

Ship To Store
Ft Pierce
34947

FREE

Ship To Home
Estimated Arrival:
Tue, Jul 28

FREE

Schedule Delivery
Starting at \$8.99 for
delivery

[How It Works](#)

4

\$10.99/Item

\$43.96

[Save for Later](#) | [Save to Favorites](#) | [Remove](#)



Home Decorators
Collection Saynsb...
Model #4411-NDM

Store Pickup
7 in stock at
Ft Pierce
34947

FREE

Ship To Home

Schedule Delivery
34947 | [Change](#)

\$14.99/order

3

\$139.00/Item

\$417.00

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Include a 2-year Home Depot Protection Plan for \$18.00 /each
If we can't repair it, we'll replace it! [Learn More](#)

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Need Help?

See our [online FAQs](#) or phone us:

Online Customer Support:1-800-430-3376

Subtotal

Estimated Shipping*

Pick Up In Store

\$1,157.36

\$99.00

FREE

Major Appliances:1-877-946-9843
Custom Blinds:1-800-658-7320
Call 7 days a week - 6 a.m. to 2 a.m. EST

Estimated Scheduled Delivery* \$14.99
Sales Tax (determined in later step) ---

Total \$1,271³⁵

✓ **Free Shipping on Most Orders | Applied**

[See Details](#)

[Have a promo code?](#)

* Shipping and delivery charges are calculated at the lowest rate available. Other methods will be viewable on the next page.

Checkout

— or —

Check out with **PayPal**



Get up to \$100 off^o

Get a Home Depot Credit Card and receive **\$25** off your purchase of \$25+, **\$50** off purchases \$300+, or **\$100** off orders over \$1,000

[Apply Now](#)

Item Total	\$1,271.35
Savings	-\$100.00
New Total	\$1,171.35

Customers Also Purchased...

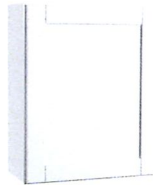


Hampton Bay
Shaker Assembled
36x34.5x24 in.

(350)

\$158⁰⁰

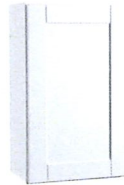
Add To Cart



Hampton Bay
Shaker Assembled
24x30x12 in. Wall

\$110⁰⁰

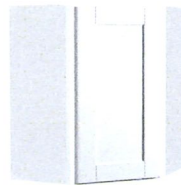
Add To Cart



Hampton Bay
Shaker Assembled
18x30x12 in. Wall

\$96⁰⁰

Add To Cart



Hampton Bay
Shaker Assembled
24x30x12 in.

(176)

\$172⁰⁰

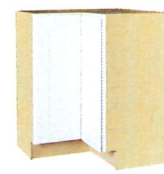
Add To Cart



Hampton Bay
Shaker Assembled
12x30x12 in. Wall

\$84⁰⁰

Add To Cart



Hampton Bay
Shaker Assembled
28.5x34.5x16.5 in.

(53)

\$230⁰⁰

Add To Cart



Hampton Bay
Shaker Assembled
18x34 in.

\$218⁰⁰

Add To Cart

Sponsored Products



Search Walmart.com



6



Get \$50 when you spend \$300 in the first 3 months.

Learn how

Est. total \$722.18

Check out (6)

Congrats — you get free delivery!



Refurbished TCL 50" Class 4K Ultra HD (2160P) Roku Smart LED TV (50S421)

\$270.00

\$219.99

Delivery

Pickup

Add-on services (0 selected)

View

Protection Plans Expert Help

Qty:

1

Remove | Save for later



VIZIO 40" Class FHD LED Smart TV D-Series D40f-G9

\$218.00

\$196.00

Delivery

Pickup

Add-on services (0 selected)

View

Protection Plans Expert Help

Qty:

1

Remove | Save for later



onn. Full-Motion Mount Kit for 23-55" TVs, Low-Profile Extend & Tilt (with Built-in-Level

\$69.99 \$19.98 ea

~~\$39.96~~

Delivery

Add-on services (0 selected)

View

Expert Help

Qty:

1



Crystal Tufted Floor Mirror Beige 63" x 22" by Naomi Home

Actual Color: Beige

Sold & shipped by OJCommerce

List \$199.99 \$109.49 ea

\$218.98

Delivery

Add-on services (0 selected)

[View](#)

Protection Plans Expert Help

Qty:

2

[Remove](#) | [Save for later](#)

Saved for later

You have no saved items right now.

Customers also bought these products



Hisense 32" Class 720P HD LED Roku Smart TV 32H4030F1

652

\$115.00

2-day delivery



Roku Express HD Streaming Media Player 2019

1082

\$24.00 List \$29.99



SAMSUNG 43" Class 4K UHD 2160p LED Smart TV with HDR

2710

\$268.00 \$499.99

SPECIAL BUY



onn. Full-Motion Wall Mount for 10" - 50" TVs with Tilt and Swivel

8579

\$17.96 \$79.00



SAMSUNG 2160p LED

\$328.00

2-day deliv

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A G R E E M E N T

THIS AGREEMENT made and entered into this ___ day of _____ 2020, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **JC SALON & BOUTIQUE LLC**, a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

WHEREAS, the Fort Pierce City Commission, on July 20, 2015 approved the 2016-2020 5 Year Consolidated Plan which allocates funding for Micro Enterprise Assistance for small businesses to receive educational information and small grants to purchase items to increase their capacity and sustainability; and

WHEREAS, the **City of Fort Pierce** has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the recipients' mini-grant application;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The specific project to be provided, including intended uses for the Grant funds by **Recipient** are set forth in **Exhibit "A"** to this Agreement.

2. This Agreement shall take effect on the date executed by the **Grantor**.

3. **Grantor** agrees to pay invoices for approved expenditures, as specified in the Agreement and Exhibits thereto, of **Recipient**, up to the agreed amount of **\$10,000.00 (Ten Thousand Dollars and No Cents)**. The Grantor shall be notified in writing of all authorized persons, with their addresses, who are empowered to file requests for payment pursuant to this Agreement. Reimbursement shall not be sought pursuant to this Agreement for any expenses or costs which are to be paid from another source of revenue.

4. All funds from **Grantor** to **Recipient** being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Attachment/Exhibit A. The project and any use of the Grant funds must comply with the City of Fort Pierce 2018-2019 Community Development Block Grant Action Plan. **Recipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

5. Publications, press releases, media productions and exhibit graphics produced by the **Recipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce's/Way to Grow Lincoln Park Start Up or Relocate Grant Program

6. Recipient agrees to submit to **Grantor, through the Grants Administration Division**, a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

7. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 30, 2021**.

8. In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

9. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

Any equipment purchases over \$5,000 (five thousand dollars) must be maintained, and available for on-site monitoring, if requested, for a minimum of five (5) years. Property Management Standards - 24 CFR 84.30 through 84.37 Summary requires recipients to follow uniform standards for using and disposing of real property and equipment. Equipment is defined as having a useful life of one year and a per unit value of \$5,000 or more.

When equipment is no longer needed in the same project and it cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is less than \$5,000, the recipient may dispose of the equipment and retain the proceeds as miscellaneous revenue. When equipment is no longer needed in the same project, cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is \$5,000 or more, disposition instructions should be requested from HUD.

The Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

10. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

11. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. General Terms and Conditions:

A. The Subrecipient agrees to submit project status reports to the Grantor on a monthly basis and other reports, as may be required, until project is completed. A standard reporting form will be provided by the Grantor.

B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend \$300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions

of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than \$300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

- C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.
- D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.
- E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.
- F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.
- H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.
- K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.
- L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any

employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

- M. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

13. Special Terms and Conditions

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.
- B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:
 - 1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
 - 2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
 - 3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.
- C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:
 - 1) Fails to file required reports or to meet project progress or completion deadlines;
 - 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);
 - 3) Expends funds under this Agreement for ineligible activities, services or items;
 - 4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;
 - 5) Violates Labor Standards requirements, or
 - 6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

14. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

- 1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.
- 3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- 7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will

be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

- 1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- 2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
- 3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- 4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
- 5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
- 6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

- 1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of

the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

- 2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts in excess of \$2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed \$100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with

the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.

Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration.

M. Lobbying Restrictions.

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS THEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Pete Sweeney, City Attorney

SUBRECIPIENT: **JC SALON & BOUTIQUE LLC**

By: _____
Jaykelia Weston

Print: _____

Title: **Owner**

Today's Date: _____

City Commission Regular Meeting - 4:30 pm

11. c.

Meeting Date: 10/19/2020

Re: Approval of Florida Housing Finance Corporation Subrecipient

SUBJECT:

Approval of Florida Housing Finance Corporation Subrecipient Agreement Amendment to receive Coronavirus Relief Fund (CRF) allocation in the amount of \$99,506.

SUMMARY:

The State of Florida has allocated \$120 million to be administered through SHIP infrastructure. The overarching requirement of all funding is that it must be spent on activities necessary due to the COVID-19 emergency. Eligible activities include rental and mortgage assistance (and related counseling) payments or emergency repairs for persons who have experienced hardship that prevents them from making these payments. This is a second round of funding in the amount of \$99,506.

RECOMMENDATION:

Approve and execute contract.

ALTERNATIVES:

Deny contract and reimburse SHIP funds for Mortgage and Rental Assistance Program expenditures.

RESPONSIBLE STAFF:

Johnna Morris, Finance Director

COORDINATED WITH:

Sheila Wise, Reporting and Grants Specialist
Caleta Scott, Manager, Grants Administration Division

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2020
Account: 10595025548426
Amount: 99506

OTHER INFORMATION:

Coronavirus Relief Fund (CRF) Strategy 2 (SHIP) funds will reimburse current SHIP funds used for COVID19 Mortgage and Rental Assistance Grant Program.

Attachments

CRF Agreement Amendment

CRF Allocation

Form Review

Inbox

Finance Department
City Manager
Form Started By: Caleta Scott
Final Approval Date: 10/12/2020

Reviewed By

Johnna Morris
Nick Mimms

Date

10/12/2020 10:46 AM
10/12/2020 10:49 AM
Started On: 10/06/2020 06:32 PM

**FIRST AMENDMENT
TO AGREEMENT NUMBER 117-2020**

THIS FIRST AMENDMENT (“Amendment”) to AGREEMENT NUMBER 117-2020 is entered into and effective as of October 1, 2020, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and CITY OF FORT PIERCE (“Subrecipient”).

RECITALS

- A. Florida Housing and Subrecipient entered into Contract Number 117-2020, dated September 09, 2020, (“Contract”) wherein Subrecipient agreed to participate in the Coronavirus Relief Fund Program. As used herein, “Agreement” shall include within its meaning any modification or amendment to the Agreement.
- B. The term of the Contract began on September 09, 2020 and ends March 31, 2021.
- C. Section C.2. of the Agreement provides for a potential second disbursement of funds on or before October 1, 2020 for Subrecipients who meet the requirements of this Agreement and are satisfactorily performing.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of October 1, 2020. The above recitals are true and correct and form a part of this Amendment.

B. Amendments. The Agreement is hereby amended to:

- 1. Add a definition for Technical Bulletin as a new Section B.11.

11. “Technical Bulletin” or “TB” means any technical assistance document that Florida Housing issues to explain updated processes, provisions or monitoring requirements as Florida Housing receives updates, clarification and additional guidance with respect to the CRF funds.

- 2. Delete Section C.1. in its entirety and replace with the following:

1. Amount of Funds Available to Subrecipient: The total funds made available to Subrecipient under this Agreement is up to \$283,318.00.

3. Delete Section C.2. in its entirety and replace with the following:

2. Disbursement of Funds to Eligible Subrecipients: The available funds will be disbursed to Subrecipient for activities described in Item C.4., below. The Subrecipient received an initial allocation of \$183,812.00 upon execution of the Agreement. Upon execution of the First Amendment, an additional \$99,506.00 shall be provided to the Subrecipient. Any additional funds will be disbursed in an amount to be determined by Florida Housing. If Florida Housing determines that the Subrecipient has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, subsequent funds may be withheld by Florida Housing pending resolution of the issues giving rise to the lack of progress or failure to perform satisfactory to Florida Housing which may include a written plan to address the issues prepared by the Subrecipient and submitted to Florida Housing for approval.

4. Add a new section C.10., to address Technical Bulletins:

10. TBs will be used to clarify, discuss, interpret, and provide guidance for contract administration issues related to this Agreement. TBs will be both e-mailed and posted at <https://www.floridahousing.org/programs/special-programs/ship---state-housing-initiatives-partnership-program/ship-technical-bulletins>, and Subrecipient is encouraged to regularly check for TBs.

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Agreement Number 117-2020, by a duly authorized representative, effective on October 1, 2020.

CITY OF FORT PIERCE

By: _____

Name/Title: _____

Date: _____

FEIN: _____

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Name/Title: _____

Date: _____

Coronavirus Relief Funds
 Rent and Mortgage Assistance Strategy Allocation

Local Government		Round 1 Allocation	Round 2 Allocation	Total Allocation
ALACHUA	¹	353,326	203,207	556,533
Gainesville	¹	350,511	201,587	552,098
BAKER	¹	240,768	-	240,768
BAY	¹	512,530	283,344	795,874
Panama City	¹	125,739	69,513	195,252
BRADFORD	¹	240,768	-	240,768
BREVARD	¹	975,605	679,597	1,655,202
Cocoa	¹	58,219	-	58,219
Melbourne	¹	246,988	162,742	409,730
Palm Bay	¹	342,255	225,515	567,770
Titusville	¹	141,136	92,996	234,132
BROWARD	^{1,2}	1,342,500	805,500	2,148,000
Coconut Creek	¹	232,500	139,500	372,000
Coral Springs	¹	502,500	301,500	804,000
Davie	¹	405,000	243,000	648,000
Deerfield Beach	¹	307,500	184,500	492,000
Fort Lauderdale	¹	727,500	436,500	1,164,000
Hollywood		592,500	355,500	948,000
Lauderhill	¹	285,000	171,000	456,000
Margate	^{1,2}	232,500	139,500	372,000
Miramar	¹	540,000	324,000	864,000
Pembroke Pines	¹	660,000	396,000	1,056,000
Plantation	¹	352,500	211,500	564,000
Pompano Beach	¹	435,000	261,000	696,000
Sunrise		367,500	220,500	588,000
Tamarac	¹	255,000	153,000	408,000
Weston	^{1,2}	262,500	157,500	420,000
CALHOUN	¹	175,000	-	175,000
CHARLOTTE	^{1,2}	567,881	304,488	838,875
Punta Gorda	^{1,2}	70,188		103,682
CITRUS	¹	440,765	204,182	644,947
CLAY	¹	572,502	304,488	876,990
COLLIER	^{1,2}	1,104,101	757,651	1,819,324
Naples	^{1,2}	65,498		107,926

Coronavirus Relief Funds
 Rent and Mortgage Assistance Strategy Allocation

Local Government	Round 1 Allocation	Round 2 Allocation	Total Allocation
COLUMBIA ¹	306,536	100,306	406,842
DE SOTO ¹	240,768	-	240,768
DIXIE ¹	175,000	-	175,000
DUVAL	2,627,267	1,972,034	4,599,301
ESCAMBIA ^{1,2}	748,375	461,227	1,209,602
Pensacola ^{1,2}	155,459	95,811	251,270
FLAGLER ^{1,2}	95,205	204,182	139,308
Palm Coast ^{1,2}	345,560		505,639
FRANKLIN ¹	175,000	-	175,000
GADSDEN ¹	240,768	51,938	292,706
GILCHRIST ¹	175,000	-	175,000
GLADES ¹	175,000	-	175,000
GULF ¹	175,000	-	175,000
HAMILTON ¹	175,000	-	175,000
HARDEE ¹	175,200	-	175,200
HENDRY ¹	240,768	51,938	292,706
HERNANDO ¹	638,069	352,857	990,926
HIGHLANDS ¹	309,029	148,675	457,704
HILLSBOROUGH ¹	3,128,000	2,361,393	5,489,393
Tampa	1,156,932	873,392	2,030,324
HOLMES ¹	175,000	-	175,000
INDIAN RIVER ¹	572,301	300,919	873,220
JACKSON ¹	240,768	-	240,768
JEFFERSON ¹	175,000	-	175,000
LAFAYETTE ¹	175,000	-	175,000
LAKE ¹	1,366,903	857,958	2,224,861
LEE ¹	1,479,099	984,897	2,463,996
Cape Coral ¹	596,829	397,415	994,244
Fort Myers ¹	283,081	188,497	471,578
LEON ¹	261,734	170,521	432,255
Tallahassee ¹	508,071	331,011	839,082
LEVY ¹	240,768	51,938	292,706
LIBERTY ¹	175,000	-	175,000
MADISON ¹	175,000	-	175,000

Coronavirus Relief Funds
 Rent and Mortgage Assistance Strategy Allocation

Local Government	Round 1 Allocation	Round 2 Allocation	Total Allocation
MANATEE ¹	997,668	646,276	1,643,944
Bradenton ¹	171,931	111,375	283,306
MARION ¹	747,212	461,785	1,208,997
Ocala ¹	154,129	95,253	249,382
MARTIN ¹	572,301	256,119	828,420
MIAMI-DADE ¹	4,822,500	2,893,500	7,716,000
Hialeah ¹	637,500	382,500	1,020,000
Miami ¹	1,312,500	787,500	2,100,000
Miami Beach ¹	247,500	148,500	396,000
Miami Gardens ¹	307,500	184,500	492,000
North Miami ¹	172,500	103,500	276,000
MONROE ¹	638,069	300,919	938,988
NASSAU ¹	372,504	148,675	521,179
OKALOOSA ^{1,2}	630,817	356,426	950,175
Fort Walton Beach ^{1,2}	73,220		110,288
OKEECHOBEE ¹	240,768	-	240,768
ORANGE ¹	5,730,935	3,550,500	9,281,435
Orlando ¹	1,532,608	949,500	2,482,108
OSCEOLA ¹	1,989,604	1,330,702	3,320,306
Kissimmee ¹	503,634	336,844	840,478
PALM BEACH	3,685,932	2,674,846	6,360,778
Boca Raton	317,332	230,285	547,617
Boynton Beach ¹	263,630	191,314	454,944
Delray Beach ¹	224,573	162,971	387,544
West Palm Beach	390,562	283,427	673,989
PASCO ¹	1,566,900	1,062,139	2,629,039
PINELLAS	1,641,174	1,131,632	2,772,806
Clearwater ¹	375,576	258,970	634,546
Largo ¹	271,425	187,155	458,580
St. Petersburg ¹	867,928	598,459	1,466,387
POLK ¹	1,890,843	1,301,799	3,192,642
Lakeland ¹	378,654	260,694	639,348
Winter Haven ¹	157,773	108,622	266,395
PUTNAM ¹	306,536	100,306	406,842

Coronavirus Relief Funds
 Rent and Mortgage Assistance Strategy Allocation

Local Government	Round 1 Allocation	Round 2 Allocation	Total Allocation
ST. JOHNS ¹	506,533	453,163	959,696
ST. LUCIE ¹	311,567	168,665	480,232
Fort Pierce	183,812	99,506	283,318
Port St. Lucie ¹	808,249	437,543	1,245,792
SANTA ROSA ¹	1,632,668	252,550	1,885,218
SARASOTA ^{1,2}	669,582	701,914	1,371,496
Sarasota ^{1,2}	102,716	107,675	210,391
SEMINOLE ¹	1,101,338	1,110,508	2,211,846
SUMTER ¹	309,029	103,875	412,904
SUWANNEE ¹	240,768	51,938	292,706
TAYLOR ¹	175,200	-	175,200
UNION ¹	175,000	-	175,000
VOLUSIA ¹	1,245,522	853,624	2,099,146
Daytona Beach ¹	220,837	151,352	372,189
Deltona ¹	300,338	205,838	506,176
WAKULLA ¹	240,768	-	240,768
WALTON ¹	374,797	148,675	523,472
WASHINGTON ¹	240,768	-	240,768
Held for later allocation ³	-	409,962	409,962
Total	75,000,000	44,800,000	119,800,000

¹ A signed agreement for the initial funding has been received.

² The city(ies) and the county have entered into an interlocal agreement.

³ This amount may increase if any local jurisdiction fails to execute a subrecipient agreement by September 30 and forfeits its allocation.

City Commission Regular Meeting - 4:30 pm

11. d.

Meeting Date: 10/19/2020

Re: Way to Grow Lincoln Park Grant Award - Eugene Williams - 1319 Avenue D Facade

SUBJECT:

Approve grant award for Eugene Williams, owner of 1319 Avenue D. Fort Pierce, FL, in the amount of \$5000.00, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Commerical Facade Grant.

SUMMARY:

2019-20 CDBG allocates funds for commercial facade up to \$5000.00. The partnership with Allegany Franciscan Ministries presented grant funding which allows City funds to be leveraged. Eugene Williams requested funding for exterior repairs to include exterior painting and exterior lighting.

RECOMMENDATION:

Approve grant award for Eugene Williams, owner of 1319 Avenue D, to cover facade improvements.

ALTERNATIVES:

Proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Caleta Scott, Manager, Grants Administration Division
Kaitlyn Ballard, Community Resource Specialist

COORDINATED WITH:

Caleta Scott, Manager, Grants Administration Division
Kaitlyn Ballard, Community Resource Specialist

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2019
Account: 10390025548411
Amount: 5000.00

OTHER INFORMATION:

This expenditure will be reimbursed to the City via 2019-2020 CDBG.

Attachments

Grant Application

Grant Contract

Form Review

Inbox

Finance Department

City Manager

Form Started By: Kaitlyn Ballard

Final Approval Date: 10/12/2020

Reviewed By

Johnna Morris

Nick Mimms

Date

10/12/2020 10:46 AM

10/12/2020 10:49 AM

Started On: 10/07/2020 12:48 PM



Application Date: 10/3/2020

Received by City: (Date/Time): 10/3 10:00AM
Do not write in this space

Received by (City Staff Name): [Signature]
Do not write in this space

PLEASE READ THIS ENTIRE DOCUMENT BEFORE BEGINNING.

**HISTORIC AVENUE D BUSINESS DISTRICT
COMMERCIAL FAÇADE GRANT
APPLICATION**

Received

OCT 03 2020

Administration

The City of Fort Pierce is excited to provide this grant opportunity to commercial property owners for façade improvements for qualifying commercial properties located in the Historic Avenue D Business District Target Area, for qualifying façade improvements, up to \$5,000. Please see Target Area Map on page 2.

=====

COMMERCIAL PROPERTY ADDRESS: **1319 AVENUE D, FORT PIERCE, FL 34950**

AMOUNT OF COMMERCIAL FAÇADE GRANT REQUEST: **\$ 5,000.00**

=====

PROPERTY OWNER INFORMATION (as listed with St. Lucie County Property Appraiser)

Name of Property Owner/Grant Applicant: **EUGENE WILLIAMS, BARBARA O'DELL, PATRICIA WHITE** ^{DECEASED}

Mailing Address: (address, city, state, zip code)

1319 AVENUE D, FORT PIERCE, FL 34950

Telephone **(772)528-5284** Email: _____

CONTACT INFORMATION If we have questions regarding this application, who shall we contact?

Name: **EUGENE WILLIAMS**

Telephone: **772-528-5284** Email: _____

**HISTORIC AVENUE D BUSINESS DISTRICT
COMMERCIAL FAÇADE GRANT APPLICATION (continued)**

Are there presently Code Violations registered against this property? __Yes **No**

If yes, describe and/or attach documentation:

GENERAL INFORMATION:

1. Is the application for a single- or multi-tenant commercial structure?

__Single-tenant **Multi-tenant**

2. Is the building occupied or vacant? **Occupied** __Vacant

3. If occupied, provide the name of the business(s) and the business type(s) and a copy of the lease agreement(s):

Kingdom Kreations, BGM Beauty Supply, A&K Grocery Store

4. If vacant, does the building currently meet all local and state code requirements? ^{N/A}Yes __No

5. If No, will you be making improvements concurrently with your façade grant improvements so that the building meets all local and state code requirements? __Yes __No

6. If vacant, please describe your plans for this building. _____

Please Note the Following: Vacant commercial buildings are eligible for this grant program, as long as owners intend to re-activate the building within 90 days of the completion of the commercial façade improvements, with a predominantly commercial use.

Owners should provide proof of tenant agreements if a specific tenant is scheduled to occupy the space.

If no tenant is scheduled to occupy the space at the time of application, the owner must provide proof that the property is in habitable condition as defined by the City's Building Code, or that it will be made to be in habitable condition via a rehabilitation project that will coincide with the façade grant project. Please see the Grant Guidance, page 3, #G.

**HISTORIC AVENUE D BUSINESS DISTRICT
COMMERCIAL FAÇADE GRANT APPLICATION (continued)**

PAST GRANT INFORMATION

Has the City of Fort Pierce or the Fort Pierce Redevelopment Agency ever provided a Commercial Façade Grant or any other funding for this property?

If Yes, please explain, listing the year(s) and amount(s) of the grant award(s):

Yes No **Unknown**

PROJECT INFORMATION

1. Scope of Work and Cost Estimates:

A detailed Scope of Work must be included for the application to be complete. It must adequately describe the work to be done, services needed, products required to complete the façade grant project and timeline for each improvement.

At least one (1) professional cost estimate (preferably 2) must also be included for the application to be complete. The estimate must be on contractor's letterhead with contractor contact information and adequately estimate the price of the work to be done and all of the materials/products required in completing the façade grant project.

2. After obtaining a signed Grant Contractual Agreement, how long do you estimate it will it take for you to start construction? **ASAP**

3. How long do you expect it to take to complete your project? **ASAP**

4. Estimated Total Project Cost per lowest cost estimate (Façade Grant-eligible improvements only): \$_____

7. Are you undertaking additional improvements at this time which are not Façade Grant eligible? **Yes** No

If Yes, what is the estimated cost of these improvements: **UNKNOWN**

Please describe these improvements (attach additional pages, if necessary):

8. Will you complete these façade improvements if none or only a portion of this grant request is awarded? Yes No Please explain your Yes or No answer: _____

9. In the last year, have you made improvements to the façade, site, or interior of this property? **Yes** No

If **Yes**, estimate the total cost of these improvements: **\$3000**

**HISTORIC AVENUE D BUSINESS DISTRICT
COMMERCIAL FAÇADE GRANT APPLICATION (continued)**

LEGAL AUTHORIZATION FROM THE OWNER OF COMMERCIAL BUILDING

As the legal owner(s) of the property listed in this Commercial Façade Grant application, I/we hereby authorize completion of the façade improvements indicated in this application. My/Our proof of ownership is attached, along with proof that the taxes on this property are not delinquent.

Signature(s) of Owner(s) of Commercial Building Must Be Notarized (use additional pages if necessary)

Property Owner:

Today's Date: 10/3/2020

Eugene Williams
Signature

Eugene Williams
Print Name Here

Telephone Number: 578-5784

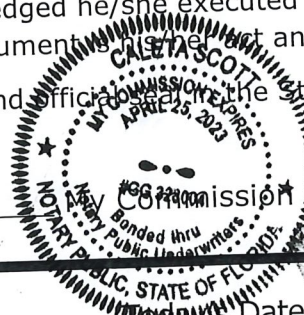
Email: _____

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Eugene Williams, who is personally known to me or produced Driver's License, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 3rd day of October, 2020.

NOTARY PUBLIC *[Signature]*



Property Owner:

Patricia White
Signature

Patricia White
Print Name Here

Telephone Number: 801-4932

Email: _____

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Patricia White, who is personally known to me or produced Driver's License, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 3rd day of October, 2020.

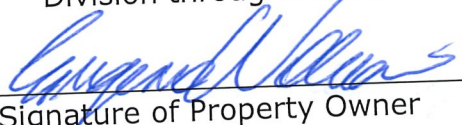
NOTARY PUBLIC *[Signature]*



HISTORIC AVENUE D BUSINESS DISTRICT COMMERCIAL FAÇADE GRANT APPLICATION (continued)

I acknowledge the following:

- ✓ All statements provided in the application are true and any misrepresentation will void any subsequent Grant Contractual Agreement and or/funding.
- ✓ The Commercial Façade Grant will be used for the project described in this application. A Grant Contractual Agreement must be signed before entering into any contracts, purchasing any materials, or performing any work included in the façade grant project. I understand that failure to comply with the Grant Contractual Agreement may result in forfeiting the grant award.
- ✓ The City of Fort Pierce or the Grants Administration Division is obligated only to administer the grant procedures and is not liable to the applicant, owner, or third parties for any obligations or claims of any nature growing out of, arising out of, or otherwise related to the project or application undertaken by the applicant and/or owner. Additionally, all required permits are the responsibility of the owner/applicant.
- ✓ Acceptable proofs of payment of an eligible invoice include: 1 - A copy of the front and back of a cancelled check to the vendor/contractor containing the vendor/contractor's name, the date the payment was made, the amount paid, a memo line stating what the payment is purchasing, and a signature of the property owner and a receipt on vendor/contractor letterhead with contact information for the vendor/contractor; or 2 - A credit card statement showing the facade grant eligible charges and a paid receipt on vendor/contractor letterhead with contact information for the vendor/contractor.
- ✓ Any unapproved changes to project plans as stated in the approved Scope of Work could void the grant and result in non-payment of funds. If changes to the Scope of Work are necessary, it is the responsibility of the Grant Recipient to immediately contact the Lincoln Park Revitalization Coordinator in writing for additional project review and written approval before continuing with the project.
- ✓ Funding awards will not be increased after notification of the initial award.
- ✓ Grant Recipient will regularly submit monthly progress reports to the Grants Administration Division throughout the duration of project, until the project is completed.


Signature of Property Owner

Eugene Williams
Printed Name

10/3/2020
Date


Signature of Property Owner

Patricia White
Printed Name

10/3/2020
Date

CAUTION – PLEASE READ:

Project improvements that are part of this Commercial Façade Grant application shall not be started prior to the applicant having a signed Grant Contractual Agreement. This includes entering into any agreements or contracts with contractors or purchasing materials for these improvements. Starting the project prior to having a signed Grant Contractual Agreement with the City will result in a loss of awarded grant funds.

HISTORIC AVENUE D BUSINESS DISTRICT COMMERCIAL FAÇADE GRANT APPLICATION (continued)

APPLICATION CHECKLIST

- A detailed Scope of Work, which must include all work proposed in the Façade Grant project, including the materials/products to be used.
- At least one, preferably two cost estimates for work to be performed and list of materials/products needed - on contractor letterhead with contractor contact information.
- Current photograph(s) of the property showing the façades of the building to be improved.
- Clear notations made on photographs of the building(s), and/or notations made on separate drawings, illustrating the areas or features of the building that will be improved. Describe in detail the building materials, doors, awnings, landscaping, and other features that will be part of the project.
- Landscape plans showing proposed plant names/species, size of plants at time of planting, and placement of each proposed plant on the site, if needed.
- Parking lot plans and/or sketches plans/site plans showing property boundaries, parking spaces (existing and proposed), and other pertinent information, if needed.
- A written explanation of the project and the improvements proposed, along with a written overview of the business currently in operation in the building to be improved, if applicable.

If the property is currently uninhabited, please see Page 3, #G in the Grant Guidance for instruction.
- Printout from St. Lucie County Property Appraiser's office showing property zoning and proof of ownership of this property.
- Property Owner, as listed with St. Lucie County Property Appraiser's office notarized signature on this application.
- Proof that property taxes are up to date (not delinquent).

DO NOT INCLUDE:

Staples or Binding. Please use clips or rubber bands only.

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the **CITY OF FORT PIERCE**, hereinafter referred to as the “**Grantor**” and **EUGENE WILLIAMS**, hereinafter referred to as the “**Recipient**”.

WITNESSTH

WHEREAS, Recipient is in the process of remodeling the commercial property located at **1319 AVENUE D, FORT PIERCE, FLORIDA**; rehabilitating a structure that was previously in a serious state of blight and decay; and

WHEREAS, the Grantor has approved the granting of available Community Development Block Grant (CDBG) funds, not to exceed the amount of **\$5,000.00 (Five Thousand Dollars)**; and

WHEREAS, the Grantor has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support commercial rehabilitation, neighborhood revitalization and job creation; and

WHEREAS, Recipient warrants and represents he/she is the current legal owner of **1319 AVENUE D, FORT PIERCE, FLORIDA**, further described as Parcel Identification Number **2409-502-0041-000-1** in the records of the St. Lucie County Tax Assessor, and possesses legal authority to enter into this Agreement; and

NOW, THEREFORE, the parties do hereby agree as follows:

1. This specific grant is for rehabilitation and improvements of real property owned by the Recipient. The specific rehabilitative building improvements to be provided, including intended or anticipated uses for the Grant funds by Recipient are set forth in Exhibit “A” to this Agreement.
2. The requirements for approval and reimbursement of expenditures of Grant funds contemplated by this Agreement are set forth in Exhibit “B” of this Agreement.
3. This Agreement shall take effect on the date executed by the Grantor and shall conclude on or before December 31, 2020.
4. Grantor agrees to reimburse 100%, upon submission of approved invoices, as specified in the Agreement and Exhibits thereto, up to the agreed amount of **\$5,000.00 (Five Thousand Dollars)**, to be submitted by Recipient for review and consideration by Grantor no later than **December 31, 2020**, within the stated term of

this Agreement. Recipient agrees to submit invoices and proof of payment to the Grantor for payment of approved expenditures covered by this Agreement and schedule time for City Staff to inspect performed work.

5. All funds from Grantor to Recipient are being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Exhibit A. Recipient shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities. Recipient shall not claim reimbursement for any portion of its obligations which it has been paid by another source of revenue.
6. Publications, press releases, media productions, etc., produced by the Recipient shall include the following statement:

**Sponsored in part by a grant award from the City of Fort Pierce's
Historic Avenue D Business District Commercial Façade
Improvement Program.**
7. **Davis Bacon Requirements.** The Davis-Bacon and related Acts (DBRA) require that contractors and subcontractors pay laborers and mechanics employed on the project jobsite not less than the prevailing wage rates (including fringe benefits) listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics. All contractors and sub-contractors performing tasks related to this commercial façade grant are required to submit completed Davis Bacon documentation for each payroll provided during the course of this project.
8. Recipient agrees to submit to Grantor written progress/status reports, through the City Grants Administrator, on a monthly basis, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project.
9. The Recipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the rehabilitation services performed under this Agreement, and shall further document all transactions so that all expenditures may be properly audited. Recipient expressly agrees that funds received by it through this Agreement shall not be used for any purpose outside the scope defined in this Agreement except that the parties may jointly agree in writing hereinafter to such further uses for the funds as may be necessary to accomplish goals and objectives contemplated under this grant. Recipients, shall retain all project records, books, papers, receipts, and documents for a period of not less than five (5) years after the project terminates and grants the Grantor, at its election, the option of retaining upon completion of the work such records as it might deem appropriate to hold in public custody of the Grantor.
10. The Recipient agrees that the Grantor or any authorized representative may have

access to and the right to examine all records, books, papers, receipts, or documents related to the grant or the Recipient's programs benefited by the grant and the Recipient warrants that all such project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates.

11. The Recipient agrees to obtain all necessary permits for intended improvements or activities within the scope of funding provided for by this Agreement.
12. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence or liabilities committed by or incurred by the Recipient, its staff or clientele.
13. Recipient hereby agrees to defend, hold harmless, and indemnify the Grantor, its' agents, servants, and employees from and against any and all claims, liabilities for debts, losses obligations, or causes of action which may arise from any negligent or intentional misconduct, act or omission of the Recipient, its agents, servants, or employees in the performance of any services contemplated under this agreement.
14. No payment, however, final or otherwise, shall operate to release the Recipient from any obligations under this Agreement.
15. Nothing contained in this Agreement is intended to, nor shall it be construed in any manner to create or establish an employer-employee relationship, joint venture, partnership, or any other legal relationship between the parties, nor shall any employee or agent of the Recipient by virtue of this Agreement be an employee of the Grantor for any purpose whatsoever, nor shall any employee or agent of the Recipient be entitled to any of the rights, privileges or benefits of Grantor's employees. The Recipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. The Recipient assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. Under no circumstances shall the Grantor be deemed a contractor, employer or project owner for purposes of Florida Statutes § 440.10.
16. The Recipient shall maintain at all times a general policy or policies of insurance so as to insure the work in progress, including coverage for public liability, fire, flood, worker's compensation and comprehensive loss.
17. The obligations of the Grantor under this Agreement are subject to the availability of funds lawfully appropriated for its purposes by the Grantor, as well as Recipient's compliance with any conditions and terms imposed herein.
18. The Recipient warrants and represents they possess the authority to enter into this

Agreement, that there are no restrictions or prohibitions contained in any Article of Incorporation or By-laws against entering into this Agreement, and that it possesses the authority and ability to undertake all obligations required of them in this Agreement.

19. The Grantor reserves the right to terminate this Agreement or to reduce the contract funding provided for herein, or to obtain reimbursement of monies previously paid if the Recipient:
- a. Fails to file required reports; or
 - b. Materially fails to comply with any provision of this Agreement; or
 - c. Expends funds under this Agreement for activities, services, or items outside the scope of what is provided for herein.

In the event Grantor terminates this Agreement, the Recipient shall be required to return all funds not used as of the date of termination.

20. Any notice, request, demand, or other communication required or permitted by this Agreement shall be made in writing and shall be provided by any of the following methods and to the following parties and locations:
- a. Hand delivery
 - b. Mailed registered or certified mail, return receipt requested.

GRANTOR:

City of Fort Pierce
PO Box 1480
Fort Pierce, FL 34954

COPIES TO:

Grants Administration Division
100 North U.S. Hwy. 1
Fort Pierce, FL 34950

RECIPIENT:

Name: EUGENE WILLIAMS

Address: 1319 AVENUE D, FORT PIERCE, FLORIDA 34950

21. This Agreement shall be governed by the laws of the State of Florida and venue shall be in St. Lucie County, Florida.
22. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.
23. Recipient warrants and represents that all of its employees are treated equally during employment without regard to race, creed, religion, color, age, sex, family status, national origin or handicap. Recipient warrants and represents that they

shall not deny assistance to exclude any person from participation any person or entity based on race, creed, religion, color, age, sex, family status, national origin or handicap.

24. Recipient warrants that it will establish and adopt policies and safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, whether for themselves or those with whom they have business, family, or other ties.
25. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter in this Agreement that are not contained in this Agreement. Accordingly it is agreed that no deviation from the terms herein shall be allowed. Any modification or alteration of this Agreement shall be by written document executed with the formality and of equal dignity herewith.
26. Without the written consent of the Grantor, this Agreement is not assignable by Recipient.
27. If any term or provision herein or the application thereof shall be held invalid or unenforceable as to any person or circumstance, then the application of such term or provision to other persons or circumstances shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the Grantor and the Recipient have executed this Agreement as of the date first about written.

CITY OF FORT PIERCE, FLORIDA

Grantor:

Attestation:

By: _____
Linda Hudson
Mayor

By: _____
Linda Cox
City Clerk

Approved as to form and correctness:

Pete Sweeney
City Attorney

Recipient: EUGENE WILLIAMS

By: *[Signature]* 10/3/2020

Signature of Person Eligible to Sign on Behalf of Business

EXHIBIT A

1. This Historic Avenue D Business District Commercial Façade Improvement Grant Award to **EUGENE WILLIAMS** is for the renovation of property located at **1319 AVENUE D, FORT PIERCE, FL 34950**. This grant will provide funds to assist with property improvements, including landscaping, fencing, signage, as submitted in the attached grant application.

2. The Recipient will provide to the Grantor proof of the following prior to receiving reimbursement payment(s):
 - a. Copies of all invoices and proof of payment for purchases associated with this award;
 - b. Inspection of project by City Staff; and
 - c. Monthly Progress Reports.

3. The Recipient will include language in any contract and subcontract to contractually commit each agent, contractor and sub grantee to compliance with this agreement.

4. If, at any time, the Recipient is unable to comply with any provision of this agreement, the Grantor shall be notified immediately.

5. Funds awarded under this grant contract must be expended by December 31, 2020. Expended means the purchases identified herein have been fulfilled, as evidenced by documentation of final payment to Recipient by Grantor.

APPROVED GRANT AWARD \$5,000.00

In order to insure expenditure of funds, Recipient will provide to the Grantor no less than a monthly status report on the progress of the project(s).

Exhibit B

Commercial Façade Grant
Award Disbursement Schedule

X Funds shall be disbursed upon receipt of invoice(s) for services or materials, proof of payment of said invoice(s) and visual inspection of materials and/or work performed by City Staff.

City Commission Regular Meeting - 4:30 pm

11. e.

Meeting Date: 10/19/2020

Re: Police Department Annual/Blanket Purchase Orders for FY21

Submitted For: Diane Hobley-Burney, Chief of Police, Police Department

SUBJECT:

Approval of annual/blanket purchase order for the Police Department for FY 2021 for a total budgeted amount of \$480,737.00

SUMMARY:

All the Police Department Divisions will purchase equipment, services, and materials from the vendors with the best prices and products to meet the Police Department's specific needs. Please see the attached list for the amounts and descriptions of the requested vendors.

RECOMMENDATION:

Staff recommendations approval of this request.

ALTERNATIVES:

The alternatives would be to issue individual purchase orders for every purchase, which would be very time consuming and will lead to inefficiencies.

RESPONSIBLE STAFF:

Deputy Chief Robert Ridle
Acting Lieutenant Jason Braun
Lieutenant James Gagliano
Melissa Alexander

COORDINATED WITH:

Deputy Chief Robert Ridle
Acting Lieutenant Jason Braun
Lieutenant James Gagliano
Melissa Alexander

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2021
Account: 001.3000.521.0000
Amount: \$480,737.00

FISCAL IMPACT:

There are various account codes. All items are budgeted in the Police Department's FY2021 budget. See attached list of vendors and account codes.

Attachments

FY21 BPO and Annual PO Over \$50K

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/12/2020 10:03 AM
City Manager	Nick Mimms	10/12/2020 10:10 AM
Form Started By: Melissa Alexander		Started On: 10/07/2020 02:45 PM
Final Approval Date: 10/12/2020		

**FY2021 Police Department Budget
Commission Agenda Request**

Police – 001.3000.521.

3510 – Indian River Crime Laboratory - Fort Pierce, FL	\$165,737
• Crime Laboratory Support – Bid # 4946 - Single Source	
4110 – FirstNet/AT&T –	\$180,000
• Cellular Services – First Responder Broadband Network and Mobile Services Dedicated to Public Safety	
4675 – Board of County Commissioners – Fort Pierce, FL	\$75,000
• Multi Agency CAD System – Bid #2013-01 including additional modules Crime Analysis, K-9, FTO, NTA an Maps	
5110 - Staples Advantage – Tampa, FL	\$30,000
• Office Supplies – FL State Contract Office & Educational Consumables 618-000-11-1	
5250 – Day Dreams Uniforms – Port St. Lucie, FL	\$30,000
• Police Uniforms – Single Source	
Total	\$480,737

Meeting Date: 10/19/2020

Re: Conditional Use - Barsotti Dwelling Rental - 1040 Windward Drive, Unit 3402

Submitted For: Jennifer Hofmeister, Planning Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with no new construction submitted by property owner and applicant, Nancy Barsotti, for a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as 31 days. The property is located at 1040 Windward Drive, #3402 and is zoned Hutchinson Island Medium Density Residential (R-4A). Parcel ID: 2507-888-0068-000-4.

SUMMARY:

- The applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental located at 1040 Windward Drive, Unit 3402. The subject condo unit is approximately 1,659 gross square feet with two (2) bedrooms and two (2) bathrooms. The condo unit is within Ocean House Condominiums which is located within the Ocean Village Community.
- The property is located near the northeast corner of South Ocean Drive and Blue Heron Boulevard, south of Coconut Drive. The site is surrounded by single family residences to the north, vacant property to the south and west, and the Atlantic Ocean to the east. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A).

RECOMMENDATION:

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following six (6) conditions:

- 1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
- 2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
- 3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
- 4) There shall be a limitation of no more than no two (2) vehicles per unit.

5) The City of Fort Pierce Business Tax License number shall be included on all advertising.

6) Third-Party Liability Insurance shall be provided.

ALTERNATIVES:

- Approval with alternate conditions
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Potential Increase in Ad Valorem Taxes

Attachments

Staff Presentation

Staff Report & Supporting Documents

Application Packet & Supporting Documents

Affidavit of Mailing & Public Notice Certification

Form Review

Inbox

City Manager

Form Started By: Vennis Gilmore

Final Approval Date: 10/07/2020

Reviewed By

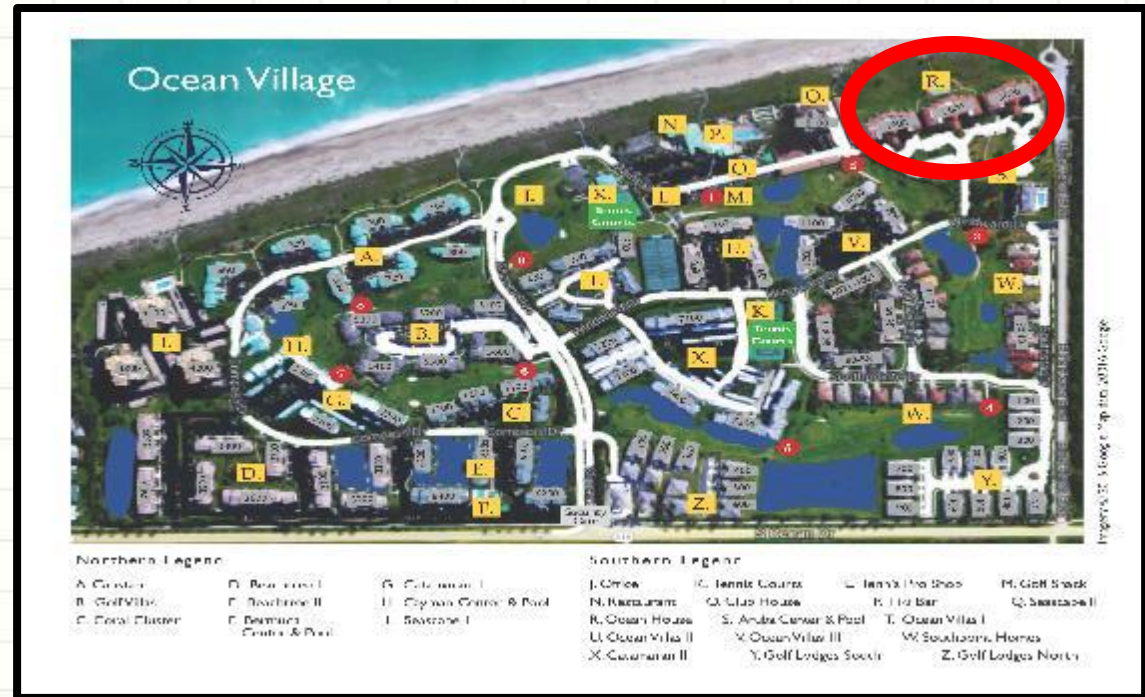
Nick Mimms

Date

10/07/2020 06:10 PM

Started On: 10/06/2020 06:31 PM

Conditional Use



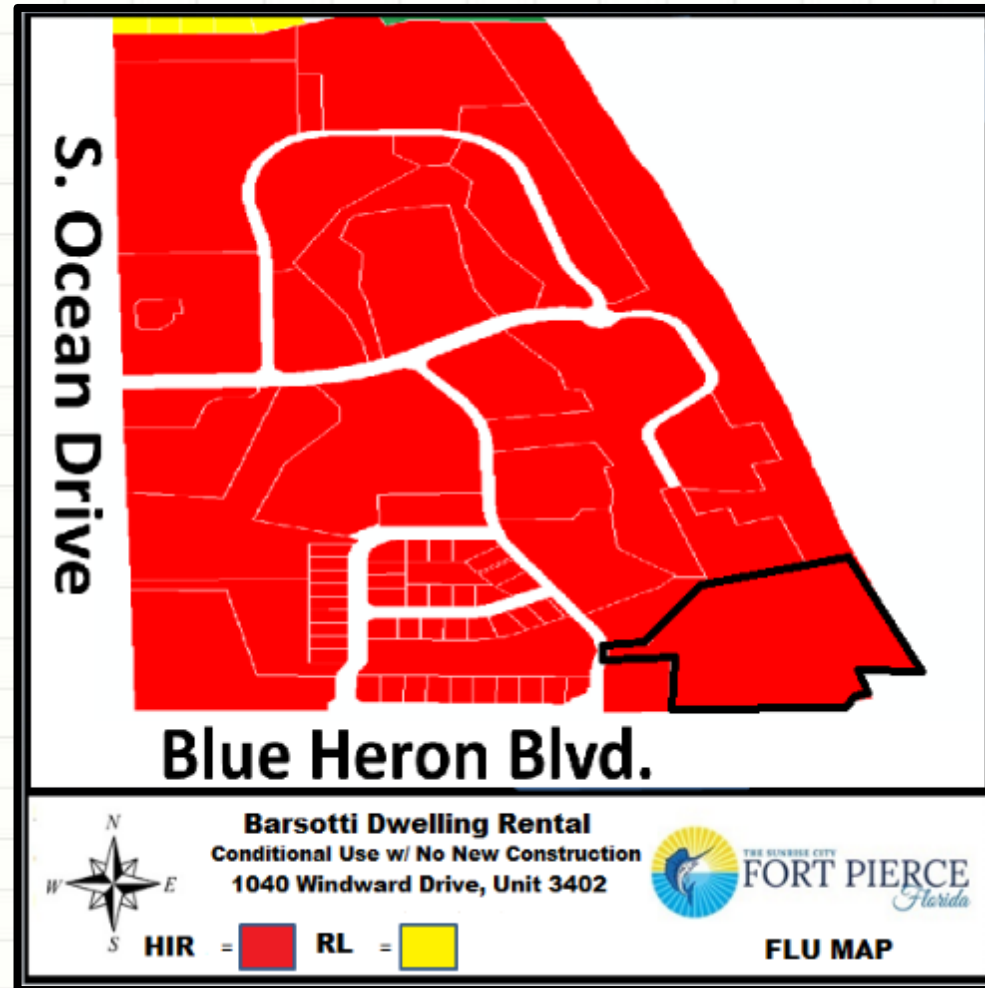
1040 Windward Drive, Unit 3402



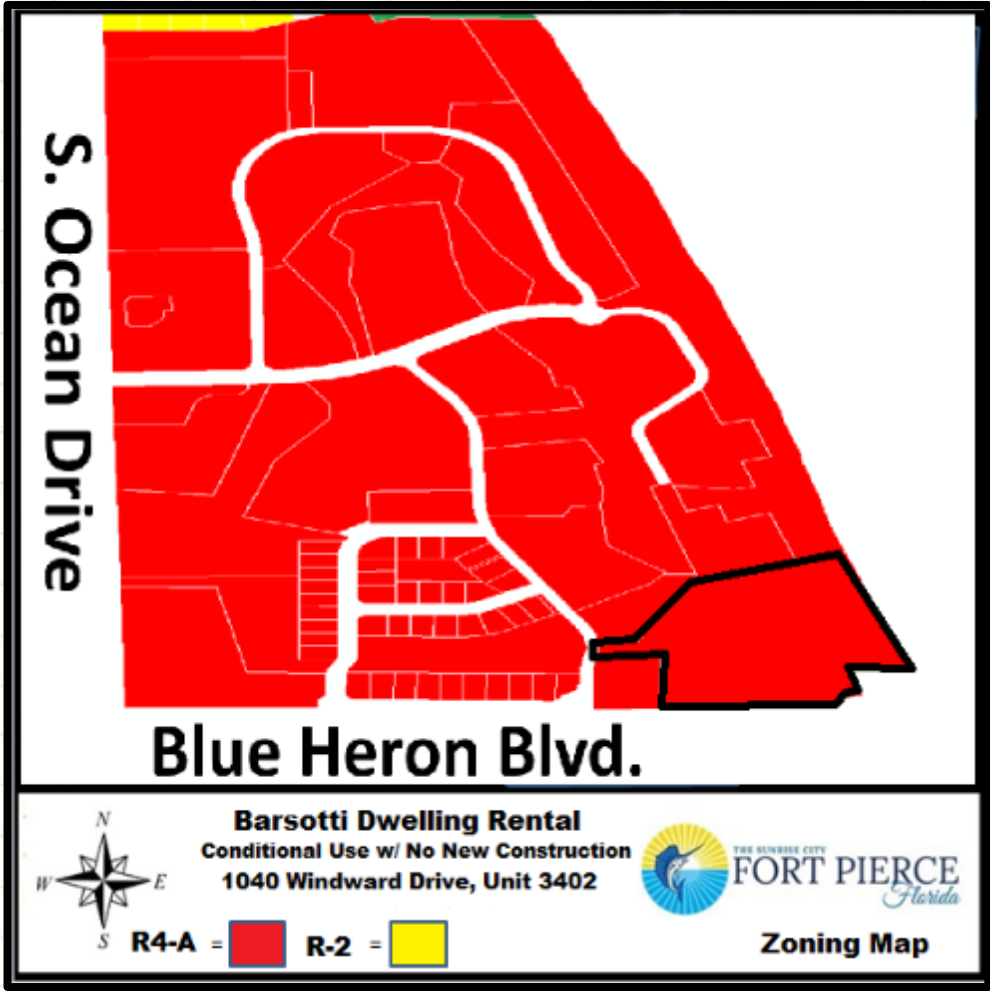
Location Map



FLU Map



Zoning Map



Conditional Use

Consideration of a Conditional Use With No New Construction – Barsotti Dwelling Rental at 1040 Windward Drive, Unit 3402.

- Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months. The minimum rental period is identified as thirty-one days.
- Staff recommends **APPROVAL** subject to six (6) conditions

Synopsis for Recommendation

- City of Fort Pierce Ordinance K-114 - passed in 2001
 - Establishing Dwelling Rentals as Conditional Uses in certain Residential Zoning Districts and Conditions of Approval added to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.
 - No current Code Enforcement or Police Department violations
- FL Legislation – passed in 2011
 - A local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.

Staff Recommendation

Staff recommends **APPROVAL** subject to six (6) conditions:

- 1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
- 2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
- 3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
- 4) There shall be a limitation of no more than no two (2) vehicles per unit.
- 5) The City of Fort Pierce Business Tax License number shall be included on all advertising.
- 6) Third-Party Liability Insurance is required.

Planning Board Recommendation

At the Planning Board September 8, 2020 meeting, recommended 6-1 **Approval** of the Conditional Use with the additional Condition to require Third-Party Liability Insurance.

CC Actions

Possible actions of the City Commission:

- APPROVAL of the proposed Conditional Use, subject to 6 Conditions and no changes
- APPROVAL of the proposed Conditional Use with changes
- DISAPPROVAL of the proposed Conditional Use

Conditional Use



1040 Windward Drive, Unit 3402



TO: Nick C. Mimms, P.E., ICMA-CM, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Vennis Gilmore, Planner

RE: **Barsotti Dwelling Rental**
1040 Windward Drive, Unit 3402

BOARD DATE: October 19, 2020

STAFF REPORT

Owner: Nancy Barsotti
 32 Edgecliff Road
 Carnegie, PA 15106

Applicant: Nancy Barsotti
 32 Edgecliff Road
 Carnegie, PA 15106

Applicant's Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months. The minimum rental period is identified as 31 days.

Location(s): 1040 Windward Drive, Unit 3402

Parcel ID: 2507-888-0068-000-4

Future Land Use: Hutchinson Island Medium Density Residential (HIR)

Current Zoning: R-4A, Hutchinson Island Medium Density Residential Zone

Surrounding FLU:

North	East	South	West
HIR	Atlantic Ocean	COS	HIR
North	East	South	West

Surrounding Zoning:

R-4A	Atlantic Ocean	OS-1/OS-2	R-4A
------	----------------	-----------	------

Utilities: FPUA
Staff Analysis:

Request

In accordance with Sections 125-187 and 125-237 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental located at 1040 Windward Drive, Unit 3402. The subject condo unit is approximately 1,659 gross square feet with two (2) bedrooms and two (2) bathrooms. The condo unit is within Ocean House Condominiums which is located within the Ocean Village Community. Ocean Village is a gated and planned community that is nestled on approximately 120 acres with approximately 3,500 feet of beach frontage. Ocean Village offers 24-hour security; a Par-3 9-Hole Executive Golf Course; Tennis Courts; Heated Swimming Pools; Jacuzzi; Sauna; Fitness Center; Card Room; Library with wi-fi; and clubhouses. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of 31 days to guests.

The property is located near the northeast corner of South Ocean Drive and Blue Heron Boulevard., south of Coconut Drive. The site is surrounded by single family residences to the north, vacant property to the south and west, and the Atlantic Ocean to the east. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A).

Dwelling Rentals

Pursuant to City Code Section 125-3. – Definitions – Generally, the rental of any dwelling unit for less than six (6) months, is classified as a “Dwelling Rental (dwelling unit),” and defined as follows: “One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis.”

The State of Florida provides further classification of a dwelling that is rented for periods of less than one (1) month. Pursuant to Florida State Statute 509.242, declaring the use a “Vacation Rental,” defines such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three (3) times in a calendar year for periods of less than 31 days or one (1) calendar month, whichever is less or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a “Vacation Rental” if the duration of stays are less than 31 days. The rental of a dwelling for periods at a minimum of 31 days, but less than six (6) months, is a “Dwelling Rental,” but not a “Vacation Rental.”

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rental Definitions

	Dwelling Rental	Vacation Rental
Length of Stay	Less than six (6) months	30 days or less
Lodging Type(s)	Non-Transient (more than 30 days)	Transient Lodging
State License Requirement	If rented 30 days or less (Vacation Rental)	Division of Hotels & Restaurants – Vacation
Public lodging establishment (ADA & Misc. Regulations)	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Future Land Use & Zoning

The Hutchinson Island Residential (HIR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to eight (8) dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed. The HIR district was previously referred to as “Medium Density Residential Hutchinson Island (Rmhi).”

The subject site is located within the Hutchinson Island Medium Density Residential Zone district (R-4A), which was established due to Hutchinson Island being a sensitive barrier island that presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

Parking

Pursuant to City Code Section 125-315 (d)(2)b, motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. Ocean House Condominiums have one (1) designated parking spot per home along with designated guest parking.

Conditional Use

As stated in City Code Section 125-235, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Property Owner Response Summary

A total of 189 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. An update will be provided to the City Commission at the public hearing.

Planning Board Recommendation

The Planning Board, at their September 8th, 2020 meeting, voted 6-1 to recommend **Approval** of the request with one (1) additional condition.

Staff Recommendation:

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following six (6) conditions:

- 1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
- 2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
- 3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
- 4) There shall be a limitation of no more than no two (2) vehicles per unit.
- 5) The City of Fort Pierce Business Tax License number shall be included on all advertising.
- 6) Third-Party Liability Insurance is required.

Grantor:

OCEAN ESTATES INC

Price:

\$2,100,000

Building Information (1 of 1)

Finished Area: 1,504 SF

Gross Sketched Area: 1,659 SF

Exterior Data

View:

Roof Cover:

Roof Structure:

Building Type: X212

Year Built: 2003

Frame:

Grade: X12B

Effective Year: 2003

Primary Wall: CB Stucco

Story Height: 1 Story

No. Units: 1

Secondary Wall:

Interior Data

Bedrooms: 2

Electric:

Primary Int Wall:

Full Baths: 2

Heat Type:

Avg Hgt/Floor: 0

Half Baths: 0

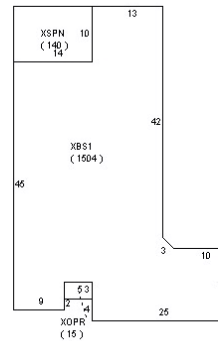
Heat Fuel:

Primary Floors:

A/C %: 0%

Heated %: N/A%

Sprinkled %: 0%



Special Features and Yard Items

Current Year Values

Current Values Breakdown

Building:	\$395,500
Land:	\$0
Just/Market:	\$395,500
Ag Credit:	\$0
Save Our Homes or 10% Cap:	\$0
Assessed:	\$395,500
Exemption(s):	\$0
Taxable:	\$395,500

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2005	0041	0.6	Fort Pierce Stormwater Charge	\$41.40

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Permits

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2020 Saint Lucie County Property Appraiser. All rights reserved.

Ocean Village



Imagery © 2016 Google, Map data © 2016 Google

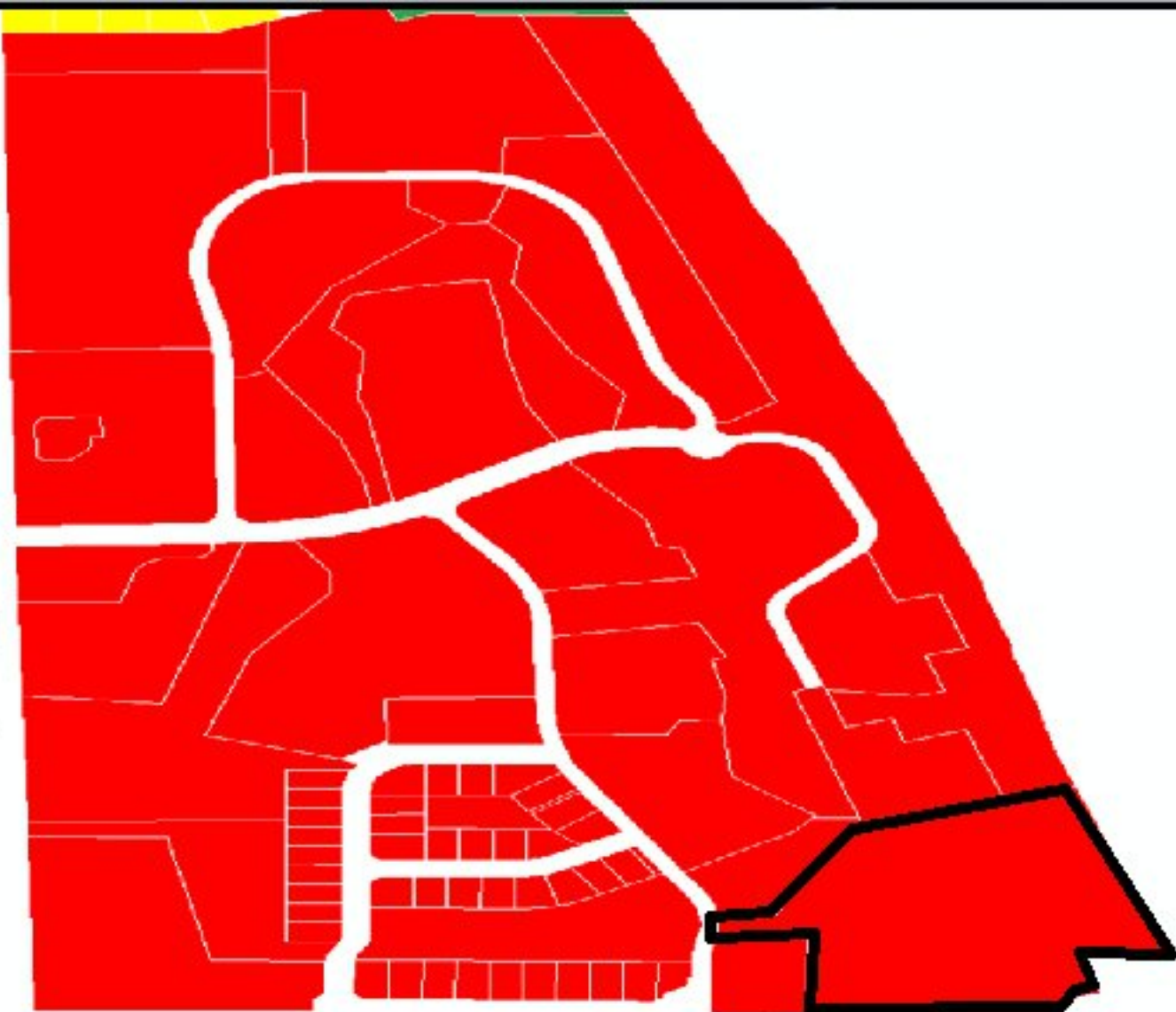
Northern Legend

- | | | |
|------------------|--------------------------|-------------------------|
| A. Capstan | D. Beachtree I | G. Catamaran I |
| B. Golf Villas | E. Beachtree II | H. Cayman Center & Pool |
| C. Coral Cluster | F. Bermuda Center & Pool | I. Seascape I |

Southern Legend

- | | | | |
|--------------------|------------------------|----------------------|----------------|
| J. Office | K. Tennis Courts | L. Tennis Pro Shop | M. Golf Shack |
| N. Restaurant | O. Club House | P. Tiki Bar | Q. Seascape II |
| R. Ocean House | S. Aruba Center & Pool | T. Ocean Villas I | |
| U. Ocean Villas II | V. Ocean Villas III | W. Southpointe Homes | |
| X. Catamaran II | Y. Golf Lodges South | Z. Golf Lodges North | |

S. Ocean Drive



Blue Heron Blvd.



Barsotti Dwelling Rental
Conditional Use w/ No New Construction
1040 Windward Drive, Unit 3402

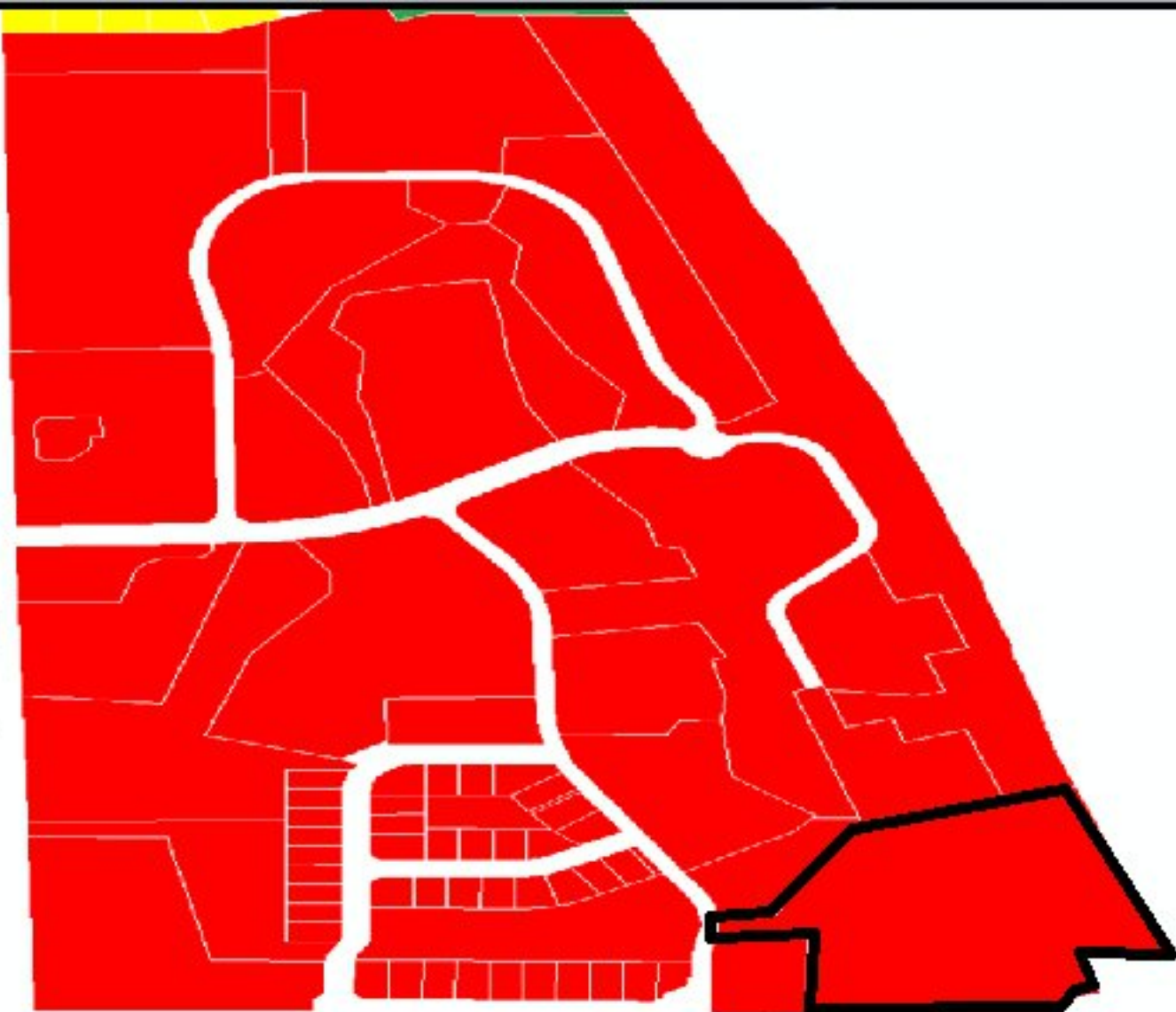


THE SUNRISE CITY
FORT PIERCE
Florida

HIR =  **RL** = 

FLU MAP

S. Ocean Drive



Blue Heron Blvd.



Barsotti Dwelling Rental
Conditional Use w/ No New Construction
1040 Windward Drive, Unit 3402



THE SUNRISE CITY
FORT PIERCE
Florida

R4-A =  R-2 = 

Zoning Map

August 20, 2020

Nancy Barsotti
32 Edgecliff Road
Carnegie, PA 15106

Subject: Barsotti Dwelling Rental - 1040 Windward Drive, Unit 3402 – TRC Comments for August 20th, 2020 conference call

City of Fort Pierce Planning Department

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than no two (2) vehicles at the site.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

Fort Pierce Engineering Department

Recommends approval.

Fort Pierce Utility Authority

FPUA W/WW Engineering: Approved
FPUA Electric & Gas Engineering: No comment

Fort Pierce Building Department

The Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

Fort Pierce Police Department

No Comments

Officer Damian Spotts
Crime Prevention Practitioner
Fort Pierce Police Department.

City of Fort Pierce Arborist

No Comments

St. Lucie County Planning Department

No Comments

St. Lucie County PW/Engineering

No Comments

City Clerk Office

No Comments

St Lucie County Fire District

No Comments

Code Enforcement

No Comments

Florida Department of Transportation

No Comments

St. Lucie County School Board

No Comments

DRAFT



CITY OF FORT PIERCE PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, **SEPTEMBER 8, 2020**, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Chairman Creyaufmiller welcomed new Planning Board member, Marsha Baker.

Present: **Marcia Baker; Bob Burdge; Gloria Johnson-Scott; Michael Broderick; Solomon Lee; Patricia Diaz; Frank Creyaufmiller, Chairman**

Staff Present: **Jennifer Hofmeister, Planning Director
Tanya Earley, Assistant City Attorney
Vennis Gilmore, Planner
Brandon Creagan, Planner
Alicia Rosenthal, Executive Assistant**

4. **CONSIDERATION OF ABSENCES**

All Planning Board members were in attendance.

5. **APPROVAL OF MINUTES**

a. Minutes from the August 11, 2020 meeting

Motion was made by Michael Broderick, and seconded by Bob Burdge to approve the minutes from the August 11, 2020 meeting.

AYE: Bob Burdge, Gloria Johnson-Scott, Michael Broderick, Solomon Lee, Patricia Diaz, Marcia Baker, Chairman Frank Creyaufmiller

Passed

6. NEW BUSINESS

a. Conditional Use - Barsotti Dwelling Rental - 1040 Windward Drive, Unit 3402

Mr. Gilmore gave an overview of the application.

Mr. Broderick asked if the updated recommendations to the dwelling rental conditions, that will heard at the September 14, 2020 Conference Agenda, should be included.

Ms. Hofmeister stated it may be premature and best to hold off until the City Commission approves the modifications to the conditions.

Ms. Baker suggested adding a condition that business liability insurance is required.

Board discussion ensued on the benefits of adding liability insurance as a condition to dwelling rentals.

Ms. Hofmeister suggested adding the condition to the updated recommendations being presented at the Conference Agenda.

Ms. Johnson Scott noted that adding an additional fee may limit some people from renting out their property which in turn could hurt the city.

No one spoke for or against the application.

Motion was made by Bob Burdge, and seconded by Marcia Baker to recommend approval with the following six (6) conditions:

- 1. The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.**
- 2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.**
- 3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.**
- 4. There shall be a limitation of no more than no two (2) vehicles per unit.**
- 5. The City of Fort Pierce Business Tax License number shall be included on all advertising.**
- 6. Third-party liability insurance is required.**

AYE: Michael Broderick, Solomon Lee, Patricia Diaz, Marcia Baker, Bob Burdge, Chairman Frank Creyaufmiller

NAY: Gloria Johnson-Scott

Passed

b. Conditional Use - Ballantyne Dwelling Rental - 715 S. Ocean Drive, Unit B

Ms. Hofmeister gave an overview of the application and answered questions from the Board on guest parking spaces and the number of Conditional Use approvals for the building. Ms. Hofmeister stated since the application triggers the state requirement for a change of use and fire sprinklers, she does not foresee any more rentals at the building due to being cost prohibitive.

No one spoke for or against the application.

Motion was made by Bob Burdge, and seconded by Michael Broderick to recommend approval with the following six (6) conditions:

1. **The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.**
2. **Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.**
3. **The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.**
4. **There shall be a limitation of no more than no two (2) vehicles per unit.**
5. **The City of Fort Pierce Business Tax License number shall be included on all advertising.**
6. **Third-party liability insurance is required.**

AYE: Michael Broderick, Solomon Lee, Patricia Diaz, Marcia Baker, Bob Burdge, Gloria Johnson-Scott, Chairman Frank Creyaufmiller

Passed

c. Conditional Use - Danaluk Dwelling Rental - 715 S. Ocean Drive, Unit L

Ms. Hofmeister gave an overview of the application and answered questions from the Board. Ms Hofmeister explained the 2-story duplex is a separate building located on the parcel and the building does not trigger the states 25% requirements because it is only two units.

No one spoke for or against the application.

Motion was made by Bob Burdge, and seconded by Patricia Diaz to approve with the following six (6) conditions:

1. **The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.**
2. **Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.**
3. **The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.**
4. **There shall be a limitation of no more than no two (2) vehicles per unit.**
5. **The City of Fort Pierce Business Tax License number shall be included on all advertising.**
6. **Third-party liability insurance is required.**

AYE: Solomon Lee, Patricia Diaz, Marcia Baker, Bob Burdge, Gloria Johnson-Scott, Michael Broderick, Chairman Frank Creyaufmiller

Passed

d. **Annexation - Jetson - 504 Tumblin Kling Road**

Mr. Creagan gave an overview of the application and answered questions from the Board on the residential area. Mr. Creagan explained that the property is zoned commercial in St. Lucie County and the city is not allowed to down zone the property.

Mr. Burdge noted that a barrier would be required between the commercial development and residential property.

Ms. Hofmeister stated the Planning department will put the elements in the review process for Jetson's expansion and the site plan will come before the Planning Board.

Motion was made by Bob Burdge, and seconded by Michael Broderick to recommend approval of the proposed annexation Future Land Use designation of GC and the Zoning designation of C-3.

AYE: Patricia Diaz, Marcia Baker, Bob Burdge, Gloria Johnson-Scott, Michael Broderick, Solomon Lee, Chairman Frank Creyaufmiller

Passed

7. **ELECTION OF CHAIR AND VICE-CHAIR**

Mr. Broderick nominated the current Chair, Mr. Creyaufmiller, for Chairman.

Mr. Burdge nominated Mr. Broderick as Chair but Mr. Broderick stated he would be more effective in the Vice-Chair position and Mr. Creyaufmiller would be better suited as Chairman.

Motion was made by Michael Broderick, and seconded by Patricia Diaz to elect Mr. Creyaufmiller as Chairman.

AYE: Marcia Baker, Bob Burdge, Gloria Johnson-Scott, Michael Broderick, Solomon Lee, Patricia Diaz, Chairman Frank Creyaufmiller

Passed

Motion was made by Patricia Diaz, and seconded by Marcia Baker to elect Mr. Broderick as Vice-Chair.

AYE: Bob Burdge, Gloria Johnson-Scott, Michael Broderick, Solomon Lee, Patricia Diaz, Marcia Baker, Chairman Frank Creyaufmiller

Passed

8. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Chair, as this section of the Agenda is limited to thirty minutes. The Planning Board will not be able to take any official actions under Comments from the Public. Speakers will address the Board and the Public with respect. Inappropriate language will not be tolerated.

There were no comments from the public.

9. **DIRECTOR'S REPORT**

Ms. Hofmeister reminded the Board that Mr. Broderick will be presenting the proposed dwelling rental conditions to the City Commission at the Conference Agenda on Monday, September 14, 2020 at 9:00 AM.

10. **BOARD COMMENTS**

Ms. Baker suggested the dwelling rental insurance condition be limited to third-party liability insurance, so the owner is spending the least amount of money on insurance to protect the general public and adjoining neighbors.

Chairman Creyaufmiller reminded the Board of the upcoming CeeCee Ross Lyles 9/11 Virtual Memorial Ceremony.

Motion was made by Michael Broderick, and seconded by Bob Burdge to add the condition that third-party liability insurance be required on all dwelling rentals.

AYE: Gloria Johnson-Scott, Michael Broderick, Solomon Lee, Patricia Diaz, Marcia Baker, Bob Burdge, Chairman Frank Creyaufmiller

Passed

11. **ADJOURNMENT**

JUN 15 2020



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

CITY OF FORT PIERCE
PLANNING & ZONING

Conditional Use – No New Construction

Property address or Location 1040 Windward Drive Ft. Pierce, FL 34949
Parcel ID #(s) 2507-888-0068-0004 Unit 3402
Project description Rental

Nancy Barsotti
Property Owner(s)
32 Edgcliff Road
Street Address
Carnegie PA 15106
City State Zip
917-992-8252
Phone Number
nhbinteriordesign@gmail.com
Email Address

← same
Applicant/Representative, Title, Company
Street Address
City State Zip
Phone Number
Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

Nancy Barsotti
Property Owner(s) Signature(s)

STATE OF Pennsylvania COUNTY Allegheny
The foregoing instrument was acknowledged before me this 10 day of June, 2020, by
Nancy Barsotti who is personally known to me or has produced
PA Druv License as identification.

Susan Carulli
Signature of Notary

Commonwealth of Pennsylvania - Notary Seal
(seal) SUSAN CARULLI - Notary Public
Allegheny County
My Commission Expires Jan 15, 2024
77294673729 95681

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____
Intake Planner _____
Planner Assigned _____
Approved By _____ Date _____
Comments _____

Intake Date Stamp

CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- If no site improvements are required:
 - As-built survey
 - Floor plan of existing building(s)
- If parking and drainage improvements are required:
 - As-built survey;
 - Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
 - Lighting plan
- Complete, notarized application

Application Type:

- Conditional Use: No new construction with no site improvements
- Conditional Use: No new construction with parking and drainage improvements

Site Information:

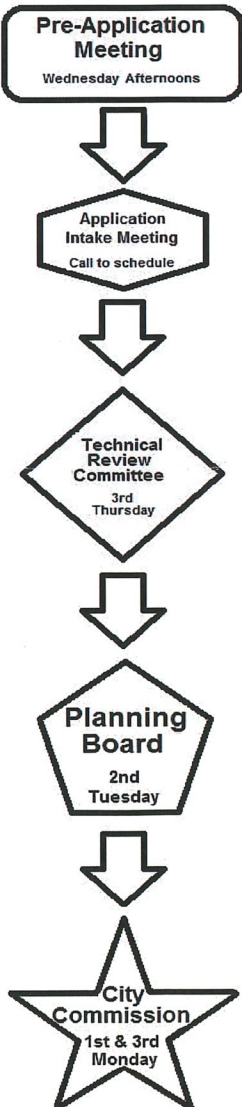
Building Size 4 story / Parking Spaces: 24 indoor + guest outdoor
24 units
 Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
Residential	Residential	Ocean	Vacant

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

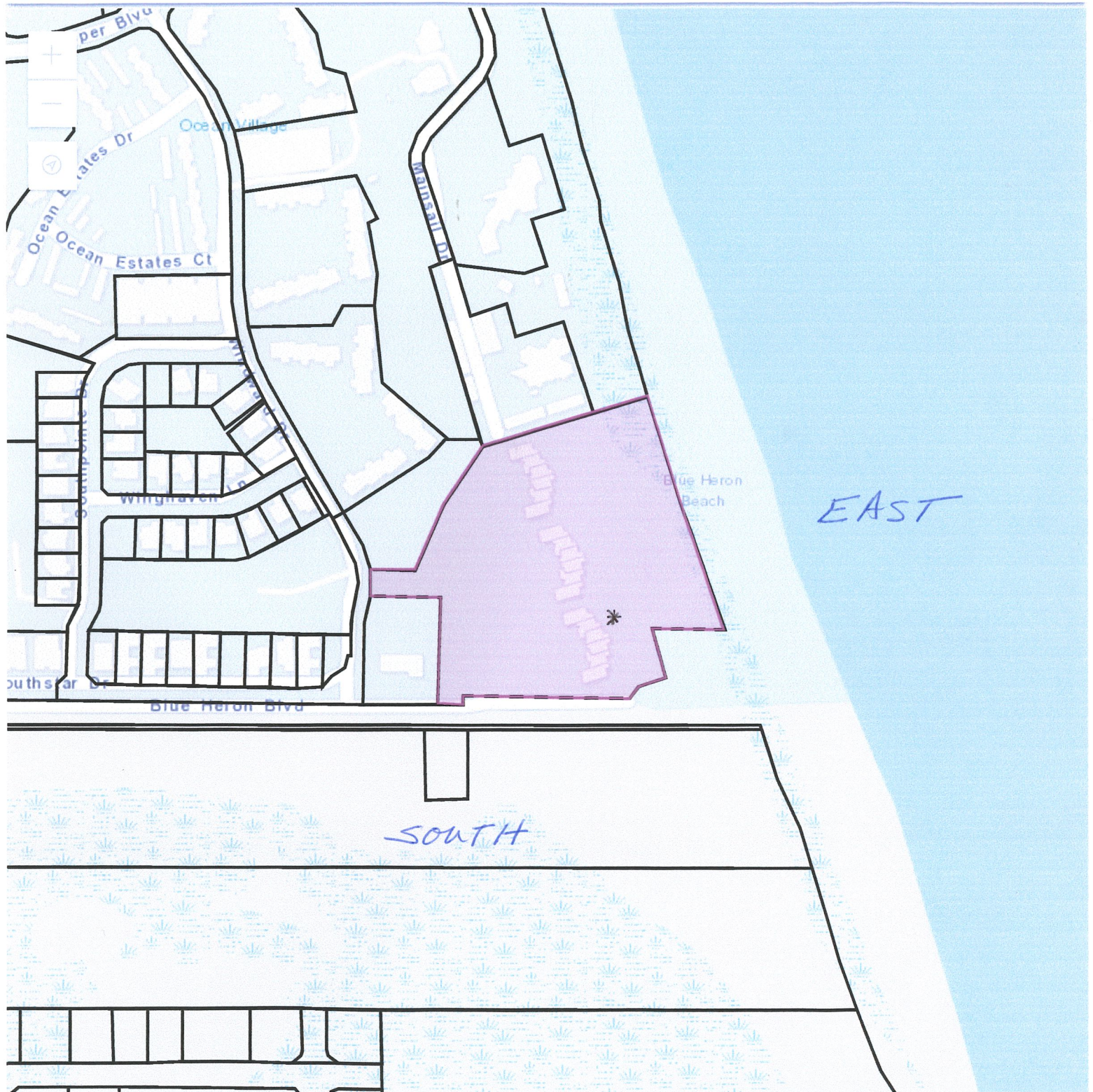
- (1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.
- (2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.
- (3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook



< Map View

NORTH



Locate Me

32 Edgecliff Road
Carnegie, PA 15106

Fort Pierce Planning Department
100 North US 1
Fort Pierce, Florida 34950

Dear Planning Department Board Members:

I am asking for your approval to rent 1040 Windward Drive, Ocean Village, Fort Pierce, Florida.

Primarily this condo will be rented during the winter months to vacationers.

I understand and agree to all the Rules and Regulations set forth by Ocean House and Ocean Village. Guests must lease the condo for a minimum of one month.

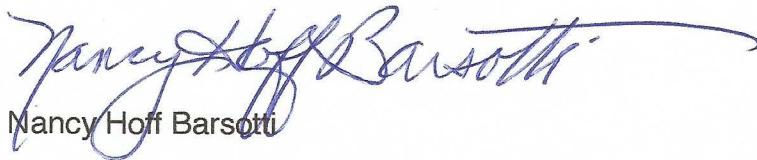
My condo is beautifully furnished and all appliances and HVAC are in very good condition. In my absence the condo is cleaned, managed and inspected on a weekly basis by Lisa Perez and her staff. Her contact information is as follows:

Lisa Perez 6906 Belleair Avenue Fort Pierce, FL 34951 772-834-9305

If you have any questions I can be reached at the information below.

Thank you for your assistance.

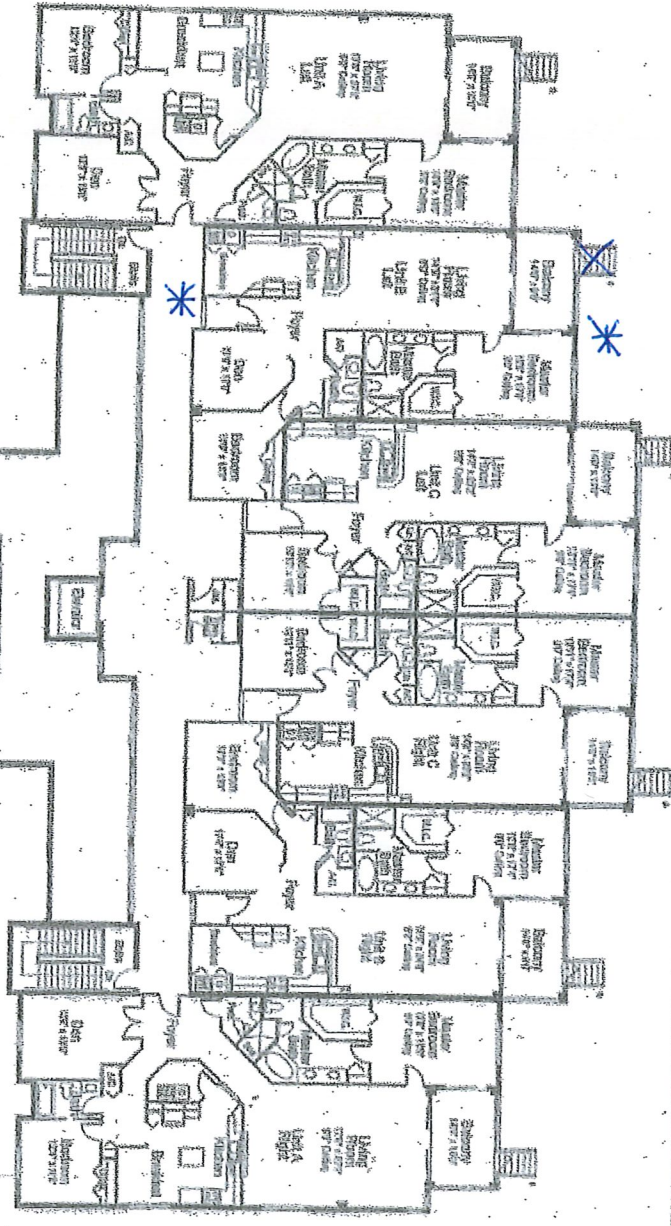
Sincerely,

A handwritten signature in blue ink that reads "Nancy Hoff Barsotti". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Nancy Hoff Barsotti

Cell phone - 917-992-8252
Email - nhbinteriordesign@gmail.com

Sample Layout
 4th Floor Ocean House 1040



A/C	Building Area	Yield
2122 S. B.	160 Sq. Ft.	2204 Gs. Pl.
1993 S. B.	145 Sq. Ft.	1795 Gs. Pl.
1426 S. B.	162 Sq. Ft.	1572 Sq. Pl.



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE OF DECLASSIFICATION IS INDEFINITE. THIS DOCUMENT IS THE PROPERTY OF THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION. IT IS LOANED TO YOU BY THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION. IT IS TO BE RETURNED TO A MEMBER OF THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION.

CONTRACT FOR RENTAL

Unit _____ Cluster _____ Date _____ Revision _____

OWNER _____ GUEST _____

ADDRESS _____ ADDRESS _____

TELEPHONE _____ HOME _____

_____ CELL _____

EMAIL _____ EMAIL _____

ARRIVAL DATE _____ (Check in time 3:00 p.m.)

DEPARTURE DATE _____ (Check out time 10:00 a.m.)

NUMBER OF PEOPLE IN PARTY Adults _____ Children _____ TOTAL _____

ACCOMMODATIONS # of Weeks _____ @ _____ /week = \$ _____

of Months _____ @ _____ /month = \$ _____

CLEANING FEE \$ _____

SALES TAX 7% _____ RESORT TAX 5% _____ = \$ _____

SECURITY DEPOSIT (To be returned upon cleaning, inspection
and keys returned) \$ _____

TOTAL \$ _____

PAYMENT TERMS

Non-refundable deposit of 33% due when reserving dates - due at once \$ _____

Date Received/Check Number _____

Balance - 67% due 30 days prior to rental date

\$ _____

Date Received/Check Number _____

Key instructions and security gate access information will be sent upon final payment.

Contract mailed on _____

CANCELLATION POLICY:

60 Days before rental - full refund

30 Days before rental - 50%

Guests are required to use cell phones.

No pets.

No smoking

SECURITY DEPOSIT RETURN Amount/Date/Check # _____

NOTES _____

Thank you for being my guest. _____ (Owner)

Signature for agreement _____ (Guest)

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of OCEANHOUSES AT SOUTHPOINTE ASSOCIATION, INC., a Florida corporation, filed on August 29, 2002, as shown by the records of this office.

The document number of this corporation is N02000006616.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirtieth day of August, 2002

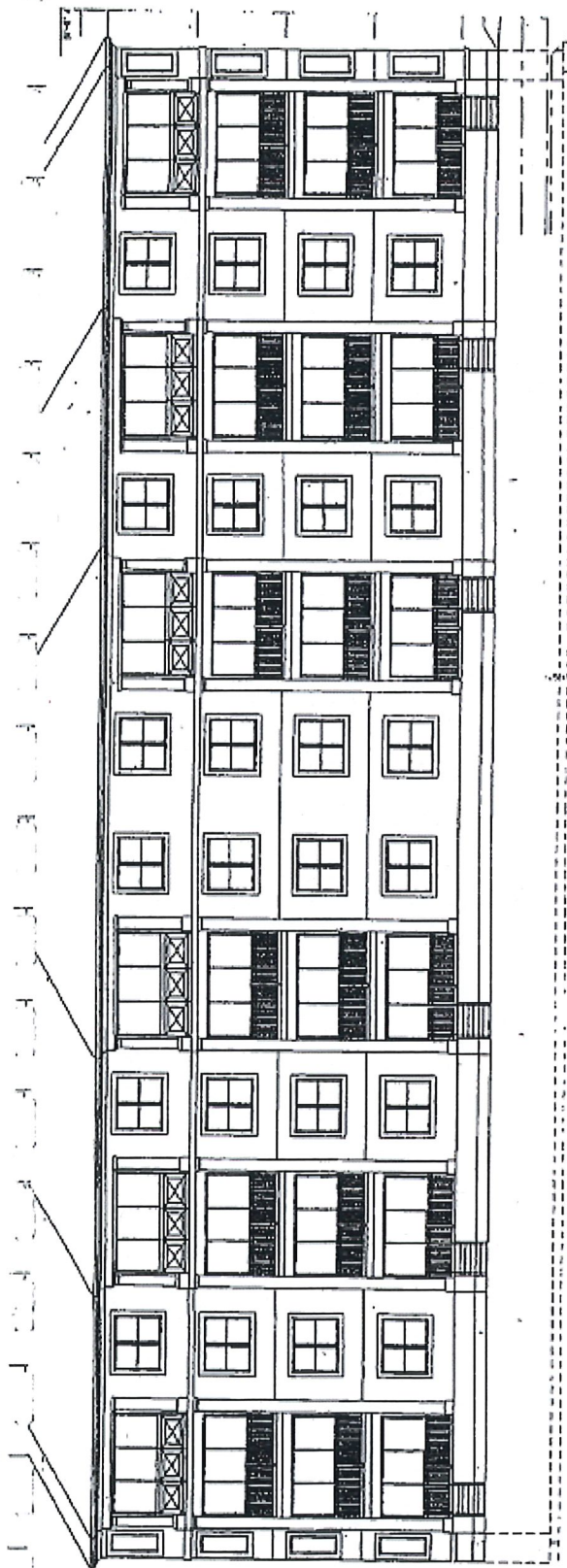


CR2EO22 (7-02)

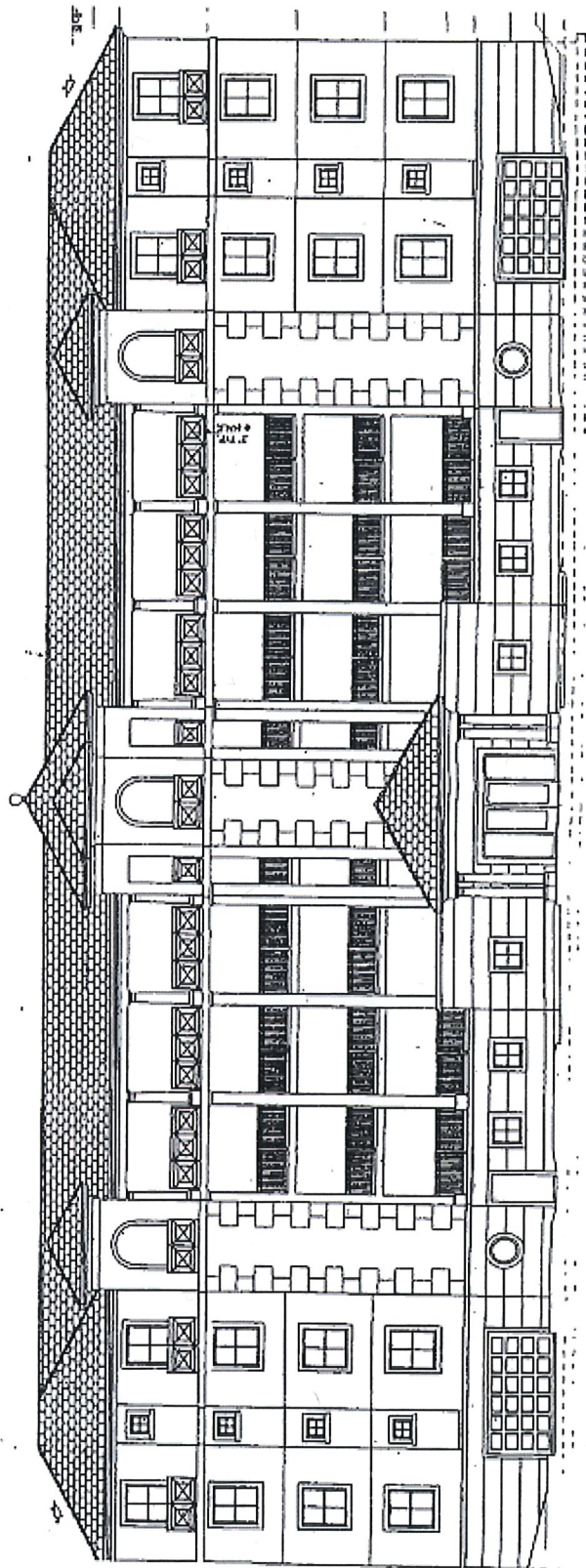
Jim Smith

Jim Smith
Secretary of State

Composite Exhibit "K" (5 pages)



REAR ELEVATION (EAST)
SCALE 1/8" = 1'-0"



FRONT ELEVATION (WEST)
SCALE 1/8" = 1'-0"

RULES AND REGULATIONS
OF
OCEANHOUSES AT SOUTHPOINTE ASSOCIATION, INC.

Protecting the safety of Oceanhouses' residents and property is paramount to the Association. Although the Association's Rules and Regulations have included Rule 7.2 dealing with proper hurricane preparations to be performed by unit owners, a recent incident has indicated the need for increased enforcement. Accordingly, Rule 7.2 was revised on April 21, 2017 to enable the Association to enforce compliance by engaging the property manager and independent contractors to prepare certain units, with the cost being borne by the unit owner.

PLEASE READ THE REVISED RULE 7.2. WHILE IT DOESN'T CHANGE A UNIT OWNER'S RESPONSIBILITY, YOU'LL WANT TO BE AWARE OF THE NEW COST OF NON-COMPLIANCE.

These Rules and Regulations do not replace the Association's other primary governing documents, the "Articles of Incorporation", "Declaration of Condominium" and "By-Laws". These documents remain in full force and effect.

In addition to Oceanhouses' governing documents, owners, occupants, guests, tenants, agents, etc. should also be aware of and abide by Ocean Village's governing documents and Rules and Regulations, as amended from time to time, which R&R can be found in the back of the OV phone directory.

The change to Rule 7.2 becomes effective May 31, 2017 and will be enforced with the start of the 2017 'hurricane season' on the following day, June 1.

Adopted: April 21, 2017

Section 1. Ingress and Egress

- 1.1 The sidewalks, entrances, passages, stairwells and like portions of the common elements shall not be obstructed nor used for any purpose other than ingress and egress to and from the condominium property and condominium parcels; nor shall any carts, bicycles, motor vehicles, carriages, chairs, tables and or any other object obstruct such ingress and egress at any time.
- 1.2 Sidewalks are to be used for foot traffic only. No bicycles, skate boards, roller skates, etc.
- 1.3 No person shall place any item on sidewalks, entrances, passages, stairwells, catwalks or any portion of the common elements. All items that are left on common property for more than two (2) hours will be removed. Bicycles appearing to be abandoned, rusted or in disrepair may be removed at the discretion of the Board of Directors.
- 1.4 No person shall place any type of plant, decoration or furnishing on the west catwalk by the railing or against the walls of the A or B units. Appropriate planters and furniture may be placed inside the area of the alcoves at C units. **All items placed in C unit alcoves must be removed and stored inside the owner's unit or storage area when the owner is not in residence during hurricane season.** Plants and planters within C unit alcove areas may not be attached to or growing on the wall as it will cause damage to the paint and stucco. No decorations may be placed or hung on walls in C unit alcoves or by the front doors of A and B units; i.e. house numbers, welcome signs, etc., without written approval of the Board of Directors. Any décor must be in good taste at the discretion of the Board of Directors. Any non-complying decoration, plant, or furniture may be removed at the discretion of the Board of Directors.

Section 2. Balconies, Walkways, Fences

- 2.1 No equipment, materials or other items shall be kept or stored on any balcony or under the outside stairs of the first floor balcony area of the condominiums. Placing and using patio-type furniture, planters and other items normally used on residential balconies are allowed. Beach chairs and umbrellas may be unobtrusively stored on balconies.
- 2.2 Owners are to repair, maintain and replace when necessary their unit screens and windows. Owners are to maintain and keep in neat, fit and clean condition the floor, interior walls and screens or enclosures of their balconies.
- 2.3 No articles shall be hung on or thrown from any window, door, railing, balcony, walkway, or other portions of limited common elements or common elements. Any owner wishing to hose off their balcony or shutters may do so if it is raining, if the units below are not occupied and the shutters are closed, or with the consent of the unit occupant(s) below. Power washing of balconies is prohibited unless done so by the

Management company at the direction of the Board of Directors. No clotheslines are permitted anywhere on condominium property.

- 2.4 Residents may not adorn or decorate railings of balconies or other common or limited common elements, except as allowed in 1.4.
- 2.5 No owner shall cover the balcony floor with or any type of carpet, rug or fabric. Tile is permitted as long as it is meant for outdoor use. The owner assumes all liability issues related to outdoor tile. Owner will be responsible for any tile damage due to Association repair/maintenance to the balcony that requires tile removal. Small doormats are acceptable at entry doors to unit.
- 2.6 No wind chime or other noise emitting item shall be placed or hung on any balcony, limited common element or common element.

Section 3. Elevators

- 3.1 No person shall use the elevator for moving furniture, appliances, construction materials or debris or other large objects without first installing the protective elevator blankets. Elevator blankets shall be removed and stored in the foyer storage area when move is complete.
- 3.2 No person shall hold, by any means, the elevator doors open for extended periods of time.
- 3.3 Smoking is not allowed in the elevators.

Section 4. Refuse

- 4.1 The Association provides collection services for residential household trash ONLY. contractors performing work within Oceanhouses are required to remove debris caused by their work. Self-employed individuals shall not use Association receptacles to dispose of related trash. All refuse must be deposited **IN** garbage/trash containers (dumpsters). Cartons and cardboard boxes shall be broken down, collapsed and tied if necessary. All other garbage/trash shall be placed in plastic bags and securely tied or closed before placing in dumpsters. No refuse or trash shall be left outside of dumpsters. No hazardous material such as paint, fuels, electronic equipment, etc. shall be placed in or outside of the dumpsters. No other refuse/trash shall be left outside of the dumpsters. For proper disposal of bulk items or electronic equipment, please check with Association Management.
- 4.2 Discarded cigarette butts or other littering is not permitted on the condominium grounds.

Section 5. Management Company Employees

- 5.1 No owner or occupant of a unit shall be permitted to request or hire or otherwise retain the services of any Management employee for any purpose during the hours in which the employee is working for the Management. The Management Company is solely responsible for directing and supervising the Management employees during their working hours.

Section 6. Nuisances

- 6.1 No owner or occupant of a unit shall make or permit any disturbing noises in any unit, on limited common property, or on the common property by themselves, their family, employees, agents, guests, tenants, licensees, or pets that would interfere with the rights, comforts, or conveniences of other unit owners or occupants.

Section 7. Alterations, Installations

- 7.1 In accordance with a vote at the Annual Meeting of March 17, 2005, the Board has pre-approved the installation or replacement of hurricane protection with white accordion style shutters. These shutters must meet all current codes and proper permits must be obtained. Pre-approval from the ARB was obtained on April 25, 2005. The shutter pre-approval was amended November 18, 2005 to include that new shutters are NOT to be installed against the glass sliding doors on the east balcony.

- 7.2 **HURRICANE SEASON RUNS FROM JUNE 1ST TO NOVEMBER 30TH.** Tropical storms have winds in excess of 38 mph and become hurricanes at 74 mph. Both can be named storms. In the event of a named storm 'watch' (the 48 hour notice) or 'warning' (the 36 hour notice) at any time of the year, or in the absence of an owner from his unit for more than five (5) days during hurricane season, owners are required to have hurricane protection installed and closed on both the east and west sides of their units. Corner units are also required to have protection on the north and south sides. If a unit is unoccupied for more than fourteen (14) days outside of hurricane season, owners are required to have hurricane protection installed and closed on all exposed sides of their unit.

Owners must understand that it is their responsibility to comply with the above for the protection of their unit, surrounding units and Oceanhouses' property as a whole.

Neither Elliott Merrill nor its maintenance employees can be hired by a unit owner to perform these storm preparation duties once a storm warning or watch has been issued for Ft. Pierce by the National Oceanic and Atmospheric Administration.

If a unit is not protected in accordance with the above during hurricane season, Elliott Merrill and/or an outside service contractor may be hired by the Association to get the unit into compliance. The Association's service fee to the unit owner will be \$250 plus

any property manager or outside contractor fees/costs. In the event of a hurricane watch or named storm warning, such fee will increase to \$500 for unoccupied units. In the event of a hurricane warning, such fee will increase to \$500 for occupied units.

If a unit needs to be prepared outside of hurricane season during a hurricane watch or named storm warning, the above fees apply except that the Association may waive \$250 of such fees.

If despite the effort of the Association the unit cannot be brought into compliance, any resulting storm damages are the responsibility of the unit owner.

To illustrate, hurricane shutters must be CLOSED as follows:

	Occupied Unit	Unoccupied Unit
Outside of Hurricane Season:		
No storm watch or warning	No action required	Close shutters if unoccupied >14 days - \$250 service fee applies for Association involvement
During hurricane 'watch'	Prepare to close shutters	Close shutters at 'watch' - \$250 service fee applies for Association involvement*
During storm 'warning'	Close shutters at 'warning' and prepare to evacuate	Close shutters at 'warning' - \$500 service fee applies for Association involvement*
During Hurricane Season :		
No storm watch or warning	No action required	Close shutters if unoccupied >5 days
During storm 'watch'	Prepare to close shutters	Close shutters at 'watch' - \$250 service fee applies for Association involvement
During storm 'warning'	Close shutters at 'warning' and prepare to evacuate - \$250 service fee applies for Association involvement	Close shutters at 'warning' - \$500 service fee applies for Association involvement

* If the Association is involved in storm preparations on behalf of a unit owner during a storm 'watch' or hurricane 'warning' outside of hurricane season, Association may waive \$250 of its service fee - but property manager or outside contractor fees will still be charged

- 7.3 No unit owner shall install, erect or place any temporary furnishings or accessory such as, but not limited to, kiddie pools, tents, BBQ's or other items on common or limited common elements. Pool furniture shall not be removed from the pool deck.
- 7.4 Only curtains, drapes, plantation shutters and/or blinds shall be installed on windows and glass doors and shall be white or off-white in color. Owner, occupant or tenant will be required to remove all other forms of window covering.
- 7.5 Any new interior flooring that is made of tile, laminate, or wood (anything but carpet) shall be laid over a sound-deadening underlayment that meets a minimum of IIC rating of 70. Owners will need to have proof through receipts, pictures, etc. that such a floor underlayment has been installed, and will be available for the Board of Directors review upon their request.
- 7.6 Storm doors on the west entrance of a unit were pre-approved by the Board of Directors in September 2005 as follows:
- a) Must be forest green in color.
 - b) Must be full glass/screen, no solid panels.
 - c) Installer is required to obtain any necessary permits.

Section 8. Signs

- 8.1 No signs other than decorative wall signs (see point 1.4) shall be exhibited, placed, inscribed or affixed in or on any portion of the limited common elements or common elements.

Section 9. Barbequing

- 9.1 No barbequing or cooking by any manner shall be permitted on any limited common element or common element of the Association property.

Section 10. Flammable Substances Storage

- 10.1 No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit, limited common element or common element, except one federally approved gasoline container with the maximum capacity of 2 gallons. **PROPANE storage** is strictly prohibited with the exception of a maximum of 2.5 lb. barbeque canister. No fuel storage is allowed during an owner's absence.

- 10.2 Fireworks or the setting off of fireworks are not allowed within the confines of the condominium property.

Section 11. Pass Keys

- 11.1 The Association has the irrevocable right to access each unit during reasonable hours when necessary to repair, maintain, exterminate or replace any common element or for emergency repairs which are necessary to prevent damage to the common elements or other units. Each unit owner must provide the Association with a means of access in case of emergency as set out in the governing documents. In the case of an emergency, if the Association does not have a means to access a unit, a locksmith will be called to gain access or access will be gained by necessary means and the cost will be charged to the unit owner.

Section 12. Vehicles and Parking

- 12.1 The speed limit within the condominium property is eleven (11) mph.
- 12.2 All vehicles shall be maintained in good repair. This includes mufflers, which shall meet State Standards to control noise. Vehicles that leak oil, gasoline, grease or any other substance that damages the pavement or other limited common element or common elements are prohibited. Vehicles which cannot operate under their own power or unlicensed vehicles shall not be permitted on limited common elements or common elements unless permission has been given in writing by the Board of Directors.
- 12.3 A resident must give notice to the Management Office identifying himself and his unit number no later than the first regular business day after arrival, by telephone or through their website, of the vehicle make, model, license plate number, date in and date out of any guest staying in their unit for one week or longer.
- 12.4 Under-building parking spaces are designated for the exclusive use of the unit to which it is assigned in the governing documents. Transfer or assignment is not allowed independent of change of ownership of a unit. Vehicles must comfortably fit within the confines of the designated parking spot to not encumber access to neighboring vehicles. Owners, occupants and guests are required to obtain the appropriate vehicle parking stickers or tags from the Ocean Village Office. Outside parking spaces are not designated.
- 12.5 No commercial vehicles, boats, trailers or RVs shall be parked overnight on the common property.
- 12.6 The Board of Directors or its agents shall have the right to tow any unauthorized vehicle at the owner's sole expense.

Section 13. Pets

13.1 No person shall keep any pet upon the condominium property except as follows:

Owners, tenants or other residents (hereinafter Occupant) may keep as pets domesticated cats, dogs, birds, and other mammals. Occupants may not keep more than two (2) pets per Unit, which pets shall not exceed an aggregate weight of 150 lbs., exclusive of service dogs. No occupant may keep exotic cats, non-human primates, fowl, reptiles, obnoxious animals, farm livestock or zoo-type animals on the condominium property. The determination of what may be an obnoxious animal, fowl or reptile shall be determined by the Board in its sole and absolute discretion.

13.2 All pets must be on a leash at all times when outside their unit and must be curbed or carried when on common elements.

13.3 It shall be the Occupant's obligation to remove and otherwise properly dispose of their pet's waste material from the condominium property. Failure to remove and dispose of the pet's waste material shall be deemed a nuisance. Failure to pick up waste will result in a written warning for the first offense and a fine for each subsequent offense.

13.4 No animal shall be left on a balcony or any of the other common or limited common elements without the owner being present.

13.5 If the pet of any Occupant shall make excessive noise or otherwise act in a way which is obnoxious to, or otherwise interferes with the quiet enjoyment of the Occupant of another unit, then the Board may issue a warning, if further incidents occur with respect to the same pet then the Board may fine the unit owner. If further incidents shall occur with respect to the same pet or Occupant after the initial fine, then the Board may fine the unit owner for each day that the interference of the quiet enjoyment of the other Occupant remains uncured.

13.6 The Board shall have the right to order the removal of any pet which, **in the Board's sole and absolute discretion**, is considered a nuisance and the same shall be done without compensation to the owner of the pet.

13.7 **THINGS TO KNOW:**

- i) Ft. Pierce City Ordinance required that all dogs and cats within City limits for a period of six (6) months or more to have a Ft. Pierce animal license.
- ii) All owners of pets must complete and submit a Pet Permission Form to the Ocean Village office.
- iii) Oceanhouses is your property, please help ensure pet owners are removing their pet's waste from your property.
- iv) See attached Ocean Village key policy.

Section 14. Pool Rules

POOL HOURS ARE DAWN TO DUSK. (Anyone wishing to swim after Oceanhouses pool hours can use the community pools which are open until 10:00 p.m.)

- 14.1 Oceanhouses pool is a private pool that is operated and maintained by 72 unit owners through their monthly maintenance fees, its use is for Oceanhouses occupants and their guests only.
- 14.2 No children under 3 years of age are allowed in the pool. (Children's wading pool is open at the main pool.)
- 14.3 No diapers **OF ANY KIND** are allowed in the pool, including "pool diapers".
- 14.4 It is a violation of Florida Law and the Rules of Oceanhouses to bring or allow pets on the pool deck or in the swimming pool
- 14.5 No food, drink, or smoking in pool. No smoking on pool deck.
- 14.6 No food, ceramic, glass or any other breakable item is allowed on pool deck.
- 14.7 No diving.
- 14.8 **NO LIFEGUARD.....SWIM AT YOUR OWN RISK!!**
- 14.9 Children under 13 must be accompanied by an adult over 21 years of age.
- 14.10 Remove any tar and/or sand before entering the pool area.
- 14.11 All persons entering pool must shower each time they enter the pool.
- 14.12 Persons with any infections or contagious health conditions are not permitted to use the pool.
- 14.13 Chairs and lounges must be covered with a towel before use.
- 14.14 Pool keys are required to open the pool gates. Each unit has received two (2) keys.
Gates are to be locked at all times.
- 14.15 Pool area is restricted:
 - No pets
 - No bicycles, skates, skateboards, surfboards, boogie boards, etc.
 - No toys of any kind (that includes balls, Frisbees or floats)
 - No fishing equipment
 - Children's arm flotation devices are allowed

- 14.16 No disturbances such as, but not limited to, diving, running, boisterous conduct, ball throwing or radios will be permitted which will interfere with the peaceful pursuit of other bathers and the homeowners who overlook the pool.
- 14.17 Proper swimming wear is required...no cut-offs, tank tops, shorts or other inappropriate attire. It is a rule of Ocean Village that persons wearing bathing suits away from pool areas or beach must wear an appropriate cover-up.
- 14.18 Oceanhouses does not have a pool attendant; all pool furniture is to be returned to its proper location, fold the back of lounge chairs down, **close and tie umbrellas when you leave the pool area**. Pool furniture shall NOT be removed from the pool deck.
- 14.19 Guests per unit are limited to four (4), anyone who wishes to have more than four guests may obtain written permission from the Board. Day guests must be accompanied by an owner. Anyone wishing to have a private function around the pool may seek written permission from the Board.

Section 15. Lighting

- 15.1 All exterior lighting shall be installed and maintained in accordance with lighting schematics and cut sheets approved by the Bureau of Protected Species Management in the Office of Environmental Services of the Florida Fish and Wildlife Conservation Commission, or its successor, and no additional exterior lighting is authorized.
- 15.2 All balcony lights shall utilize (turtle friendly) incandescent or LED bulbs of 50 watts or less for any lighting facing east and/or visible at the top of the dune from the beach.

Section 16. Leases

- 16.1 If anyone other than the unit owner uses the unit for any length of time without the presence of the owner, for which remuneration of any kind is received by the owner or the owner's proxy, such arrangement is considered the rental of the unit, requiring a lease. Such lease is thus subject to the provisions of this section.
- 16.2 No lease shall be for a term of less than thirty (30) days or more than two (2) years. No unit shall be leased or subleased more than three (3) times in a calendar year.
(Declaration: Article XVII 6)
- 16.3 All leases must be written and forwarded to Management prior to the start of the lease.
- 16.4 A copy of the lease must be forwarded to the Association or its Agent within three (3) business days of signing. All tenants must acknowledge that they have received and will observe all provisions of the By-Laws and these Rules and Regulations, as may be amended from time to time. All leases must be approved by the Association or its Agent.

- 16.5 Should the owner fail to forward a lease, the Board of Directors will send notice to the owner to correct the omission. If the omission is not corrected within fourteen (14) days, the Board may levy a fine.

Section 17. Unit Owner Responsibility

- 17.1 Each unit owner will make his family members, guests, visitors, tenants, agents, or contractors, etc. aware of the recorded Documents of Oceanhouses at Southpointe, Inc., these Rules and Regulations, as amended from time to time, Ocean Village Rules and Regulations, as amended from time to time, and to apprise them of the importance of compliance herewith.
- 17.2 The owner is expected to leave a copy of these Rules and Regulations and the Rules and Regulations of Ocean Village within easy access for any occupant of the unit.
- 17.3 **Each unit owner is required to furnish a purchaser with a copy of the recorded Condominium Documents, and these Rules and Regulations, as amended from time to time; Ocean Village recorded Documents, and Rules and Regulations as amended from time to time.**
- 17.4 Each unit owner and occupant, jointly and severally, shall be responsible for damages caused by owner, occupant, tenant, guest, contractor, pet, etc. to the common elements, and Association property, including all facilities and equipment used in common by owners and occupants and their guests, family members, agents, etc. This liability for damage includes damage caused by the delivery, installation or moving of personal items. **Owner shall be responsible to verify that any contractor under their employ, shall have adequate and appropriate insurance.**
- 17.5 Each unit owner and occupants shall be responsible for any violation of the Declaration of Condominium, Articles of Incorporation, By-Laws, and the Rules and Regulations, as may be amended from time to time, by any tenant, guest, family member, agent, etc.
- 17.6 All complaints and suggestions to the Board of Directors must be in writing (or email) and signed by the owner or occupant and submitted to the Management Company.
- 17.7 **Owners must shut off water valves when owner(s) will be absent from the unit for more than 24 hours.**
- 17.8 Owners will limit non-emergency construction/renovation to the hours between 8 a.m. and 6 p.m., Monday through Saturday. If possible, major renovations should ideally be done in the off- season, from May 1 to September 30.

Section 18. Miscellaneous

- 18.1 The invalidity in whole or in part of any provision, sentence, clause, phrase or word contained in these Rules and Regulations, shall not affect the validity of the remaining portions herein, all of which shall remain in full force and effect.
- 18.2 The captions in these Rules and Regulations are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of these Rules and Regulations.
- 18.3 The failure of the Association to enforce any provision of the Rules and Regulations shall not constitute a waiver of its right to do so thereafter.
- 18.4 The Board of Directors is authorized to impose fines in accordance with the procedures set forth in our Declaration of Condominium and By-Laws.
- 18.5 All monies received from fines shall be allocated as directed by the Board of Directors.

Limited exceptions to Rules and Regulations may be made with written permission from Board of Directors.

Board of Directors

Oceanhouses at Southpointe

2000 Windward Drive

Ft. Pierce, FL 34949

Ocean Village Property Owners Association

Key Policy

The following procedures for keys have been implemented by the Ocean Village Board of Directors effective December 1, 2006.

1. All keys have been moved from the Maintenance Building to the Administration Building. No owner keys will be held by Maintenance or Security.
2. Administrative staff will give out owner keys to the exterminator for regular service. Under no circumstances will keys be given out to contractors, housekeepers, window washers, guests, delivery services, or anyone else other than to the owner himself or herself. Owners requiring a key on a non-emergency basis will incur a charge. Locking yourself out of your Unit is not considered to be an emergency. (It is suggested that owners install a lock box for use by contractors, housekeepers, window washers, tenants, guests, etc.

Liability to the POA and the Security and Maintenance staffs require these changes. There have been a number of law suits along the Treasure Coast arising from the failure of communities to address the key issue. Some clusters are having their own management companies retain duplicates of all owner keys in their cluster, while others are requiring their residents to install lock boxes, which can be obtained and installed at minimal cost. Please make sure that your owners are aware of these changes.

* * *

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this _____ day of _____, _____

BETWEEN:

Vincent and Vanessa Reyda

(the "Landlord")

- AND -

TBD

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the condo, municipally described as #3034, Windward Drive, Ft. Pierce, Florida 34949 (the "Property"), for use as residential premises only.
2. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
3. No animals are allowed to be kept in or about the Property.
4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
5. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

6. The Tenant and members of Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

Term

7. The term of the Lease commences at 12:00 noon on April 1, 2020 and ends at 12:00 noon on May 1, 2020.

Rent

8. Subject to the provisions of this Lease, the rent for the Property is \$ _____ per month (the "Rent").
9. The Tenant will pay the Rent on or before the 1 of each and every month of the term of this Lease to the Landlord at #Unit #4, 247 Wayland Ave, Providence, Rhode Island 02906 or at such other place as the Landlord may later designate by check.

Security Deposit

10. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$500.00 (the "Security Deposit").
11. The Landlord will hold the Security Deposit at a non-interest bearing account solely devoted to security deposits at _____ located at _____
12. The Tenant is not entitled to interest on the Security Deposit.
13. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the applicable legislation of the State of Florida (the "Act").
14. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. unplugging toilets, sinks and drains;

- d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- j. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

15. The Tenant may not use the Security Deposit as payment for the Rent.

Inspections

16. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

17. The Tenant may NOT make improvements to the Property.

Insurance

18. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

Attorney Fees

19. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a

reasonable sum for the successful Party's attorney fees.

Governing Law

20. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Florida.

Severability

21. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
22. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

23. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

24. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

25. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

26. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

27. The Tenant will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
30. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Address for Notice

32. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
 - a. Name: TBD.
 - b. Phone: _____
33. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
 - a. Name: Vincent and Vanessa Reyda.
 - b. Address: #Unit #4, 247 Wayland Ave, Providence, Rhode Island 02906.

The contact information for the Landlord is:

- c. Phone: (973) 765-7488.

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any

subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
37. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
38. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
39. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
40. The Tenant will be charged an additional amount of \$0.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
41. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
42. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
43. This Lease constitutes the entire agreement between the Parties.
44. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
45. Time is of the essence in this Lease.

IN WITNESS WHEREOF TBD and Vincent and Vanessa Reyda have duly affixed their signatures on this _____ day of _____, _____.

Vincent and Vanessa Reyda

TBD

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, 20____.

TBD



PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - Barsotti Dwelling Rental - 1040 Windward Drive, Unit 3402

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: October 4th, 2020

NOTICE BY MAIL: September 29th, 2020

NOTICE BY SIGNS: October 7th, 2020

VERIFIED BY: Vennis Gilmore

TITLE: Planner

SIGNATURE:

DATE: October 7th, 2020



Location Map

1040 Windward Drive, Unit 3402
Barsotti Dwelling Rental



THE SUNRISE CITY
FORT PIERCE
Florida

1 Tegelarius LLC 5755 SW Ranchito ST Palm City, FL 34990-5257	2 Tr Int Imp Trust Fund 3900 Commonwealth Blvd Tallahassee, FL 32399-6575	3 Seascape II Inc 543 NW Lake Whitney PL , Unit Ste 101 Port St Lucie, FL 34986-1604
4 Oceanhouses At Southpointe Association Inc 835 20th PL Vero Beach, FL 32960-5357	5 Ocean Village POA Inc 2400 S Ocean Dr Fort Pierce, FL 34949-8018	6 Elayne Gidney 3087 NE 8th Ave Boca Raton, FL 33431-6910
7 Richard J Esteves ETAL 2400 S Ocean DR , Unit # 913 Fort Pierce, FL 34949-8018	8 Miriam Dewaal (TR) 2400 S Ocean DR , Unit # 914 Fort Pierce, FL 34949-8018	9 Moya M Ochse 2400 S Ocean DR , Unit # 915 Fort Pierce, FL 34949-8018
10 John Tybor ETAL 12 Corey St Amsterdam, NY 12010	11 Salvatore J Garro ETAL 2400 S Ocean DR , Unit Apt V921 Fort Pierce, FL 34949-8066	12 Paul M Kumpitsch III ETAL 2400 S Ocean DR , Unit Apt V922 Fort Pierce, FL 34949-8066
13 Robert W Ulbrich (TR) ETAL PO Box 207 Chester, VT 05143	14 Mike Rewkowski ETAL 532 Park Cres Pickering, ON L1W 2C9	15 George D Broyhill Jr 2400 S Ocean DR , Unit Apt 4183 Fort Pierce, FL 34949-7979
16 John K Drake ETAL 1849 Baldrige Rd Columbus, OH 43221	17 Carmel Laroche ETAL 268 Rue du Bord-de-L'eau Tingwick, QC J0A 1L0	18 George A Miller ETAL 831 Rivanna River Reach Chesapeake, VA 23320-9235
19 Wayne M Wheeler ETAL 348 Shawnee DR Brick, NJ 08724-4466	20 Mileva Stanimirovic 2400 S Ocean DR , Unit Unit V1015 Fort Pierce, FL 34949-7994	21 Forman Vacation Rental Properties LLC 1905 Armstrong DR Allen, TX 75002-2621
22 Maria B Bosch ETAL 15813 SW 10th ST Pembroke Pines, FL 33027-2242	23 Shawn Du Fault 1138 Hernando St #A Fort Pierce, FL 34949	24 Andrew A Ferlito ETAL 2400 S Ocean Dr Apt V1023 Fort Pierce, FL 34949-8047
25 Nancy Kerley 2126 Hoof Print Ln Lakeland, FL 33811	26 John W Martin ETAL 173 Varnum Ave Dracut, MA 01826-5414	27 Thomas Ownby ETAL 2400 S Ocean DR , Unit V1026 Fort Pierce, FL 34949-8047
28 Leland K Payne ETAL 2400 S Ocean Dr # V1031 Fort Pierce, FL 34949	29 Jerri L Dietz (TR) 3701 S Indian River DR Fort Pierce, FL 34982-7740	30 Andrew A Ferlito (TR) ETAL 2400 S Ocean DR , Unit Apt V1023 Fort Pierce, FL 34949-8047

31
Adela Szymanski (TR)
917 SW Grand Reserve Blvd
Port St Lucie, FL 34986-2344

32
Annalane Harris
2400 S Ocean DR , Unit # 1035
Fort Pierce, FL 34949-8018

33
Manuel Parrish
3305 SE Ford LN
Port Saint Lucie, FL 34984-6437

34
Kenneth Walsh ETAL
1 Hayes Hill DR
Northport, NY 11768-1331

35
Andrea H Abernethy
5807 S Indian River Dr
Fort Pierce, FL 34982-7720

36
Edward J Klem (TR) ETAL
1260 NW 90th WAY
Plantation, FL 33322-4435

37
Lisa McCarthy-Moore
25 Litchfield Turnpike
New Preston, CT 06777

38
Pat Jonen ETAL
PO Box 104
Maple City, MI 49664-0104

39
Joyce M Steward
7258 Belle Isle Glen
Lakewood Ranch, FL 34202

40
Jeffery C Camp ETAL
1250 Little Conestoga RD
Glenmoore, PA 19343-1816

41
Alexander M Urbani (TR) ETAL
906 Whitehorse Hamilton Square Rd
Hamilton, NJ 08610

42
Stephen Hanley ETAL
PO Box 206
Chepachet, RI 02814-0206

43
Bernard Dye ETAL
2400 S Ocean Dr #1124
Fort Pierce, FL 34949-8018

44
Noreen Lomonte
320 Golf View DR
Little Egg Harbor Twp, NJ 08087-4230

45
Douglas A Forslund ETAL
3906 Rosemere Ln
Kalamazoo, MI 49048

46
Jorge D Andrade ETAL
15737 SW 98th St
Miami, FL 33196

47
George Robert Seiler ETAL
6933 Seagrape Terrace
Miami Lakes, FL 33014

48
Allen Schroeder ETAL
109 W Washington AVE , Unit Apt 21
Jackson, MI 49201-2481

49
Holly D Frisk ETAL
2400 S Ocean DR , Unit Unit V1134
Fort Pierce, FL 34949-8051

50
Michael J Busse
8669 Oldham Way
West Palm Beach, FL 33412-1114

51
Polett G Williams ETAL
1721 SW 127th LN
Davie, FL 33325-5829

52
Marlene Sherwin (EST)
2400 S Ocean DR , Unit Apt V1212
Fort Pierce, FL 34949-8052

53
Lori D Allee ETAL
881 SE Seahouse DR
Port St Lucie, FL 34983-4681

54
Darlene M Aliperto
2111 Niles AVE
Saint Paul, MN 55116-1138

55
Lawrence Blondin ETAL
154 High St
Newburyport, MA 01950

56
Diane M Ashkouti (TR) ETAL
50 Old Strattan Chase
Atlanta, GA 30321

57
Anne T Murphy
7466 Harbour Isle
Indianapolis, IN 46240

58
Robert Barrocas ETAL
11115 SW 129th CT
Miami, FL 33186-4713

59
John T Sexton
PO Box 444
Oakdale, NY 11769

60
Joseph W Zayac ETAL
96 E George Ave
Pearl River, NY 10965

61
Tamera P Ownby
1604 Hilltop St
Jensen Beach, FL 34957

62
Kurt E Schultz (TR) ETAL
6815 Grand Estuary TRL , Unit Unit 206
Bradenton, FL 34212-7272

63
Edward C Olson ETAL
205 Olive Ave
Port St Lucie, FL 34952-1347

64
Robert J Koll Jr ETAL
7266 Plainville Rd
Memphis, NY 13112

65
Michael Flanagan ETAL
11132 SW 26th St
Davie, FL 33324

66
Neil McGoldrick ETAL
86 2nd St
Garden City, NY 11530-4416

67
William S Evans ETAL
3104 Ogidaki TRL
Traverse City, MI 49686-8542

68
William K Bainter
25417 305th AVE
Barry, IL 62312-2120

69
Robert P Slipp (LF EST) ETAL
2400 S Ocean Dr Seascape II 8131
Fort Pierce, FL 34949-8018

70
Patricia Slevin
2400 S Ocean Dr Apt 8132
Fort Pierce, FL 34949-7961

71
John Line ETAL
33 Central St
Saugus, MA 01906

72
Joseph Matera ETAL
2400 S Ocean DR , Unit Apt 8141
Fort Pierce, FL 34949-7961

73
Glenn Matera ETAL
2400 S Ocean DR , Unit Apt 8142
Fort Pierce, FL 34949-7961

74
George Kohl ETAL
1885 Yennecott Dr
Southold, NY 11971

75
Angelo Palmieri ETAL
2400 S Ocean DR , Unit Apt 8144
Fort Pierce, FL 34949-7961

76
Melvin D Fink ETAL
61 Cherry Hill
Springfield, VT 05156

77
Mark Stephan ETAL
68 Covered Bridge RD
Warwick, NY 10990-2813

78
Curt Keppel ETAL
127 La Gorce DR
Chesterfield, MO 63017-3205

79
Renee Baxas (LF EST)
11162 SW Maple Tree LN
Port Saint Lucie, FL 34987-2848

80
Julie E Hutchins ETAL/Joyce Sween
1906 Holly Rd
Highland Park, IL 60035-2122

81
Marilyn H Gunter (LF EST)
2400 S Ocean DR , Unit Apt 8162
Fort Pierce, FL 34949-7978

82
Stephen Evans ETAL
3685 E Lake Rd
Sheffield, OH 44054-1003

83
Trudi R Schifter
2400 S Ocean Dr Unit 8164
Fort Pierce, FL 34949-7961

84
James R Woodard ETAL
2400 S Ocean Dr Apt 8171
Fort Pierce, FL 34949-7978

85
Candace H Burd (TR)
2400 S Ocean Dr Apt 8172
Fort Pierce, FL 34949-7978

86
Barbara Dunnivant (TR)
2400 S Ocean Dr Apt 8173
Fort Pierce, FL 34949-7962

87
Carol Betz
3921 Darby LN
Seaford, NY 11783-3604

88
Lou Ann Counihan (TR) ETAL
1371 Club Dr
Bloomfield Hills, MI 48302

89
Paul Ruschak ETAL
111 Saratoga DR
McMurray, PA 15317-3624

90
Donald E Carcich ETAL
2400 S Ocean Dr Apt 8183
Fort Pierce, FL 34949-7962

91
Judith A McDowell (LF EST)
2400 S Ocean DR , Unit Apt 8184
Fort Pierce, FL 34949-7962

92
Michael Todorofsky
235 West Van Buren St , Unit 3801
Chicago, IL 60607

93
Megan G Hofmeister ETAL
2400 S Ocean DR , Unit Apt 8192
Fort Pierce, FL 34949-7962

94
Clarence A Wachinski ETAL
146 Carter's Grove Ln
Malvern, PA 19355

95
John Cattaneo ETAL
2400 S Ocean Dr #4343
Fort Pierce, FL 34949-8043

96
Ina Bolland
2400 S Ocean Dr #8102
Fort Pierce, FL 34949-8018

97
Audrey M Harris
2400 S Ocean DR , Unit Apt 8103
Fort Pierce, FL 34949-7962

98
Sandra A Foley (TR) ETAL
2400 S Ocean DR , Unit Apt 81111
Fort Pierce, FL 34949-7962

99
James Ritchie ETAL
4 Hansel RD
Newtown, PA 18940-4213

100
Joseph C Helmetag ETAL
2400 S Ocean DR , Unit Apt 81113
Fort Pierce, FL 34949-7962

101
Patricia A Gibbons
2400 S Ocean Dr Apt 81114
Fort Pierce, FL 34949-7962

102
Donald Neary ETAL
2400 S Ocean Dr Apt 81121
Fort Pierce, FL 34949-7962

103
Walter L Chwazik ETAL
2400 S Ocean Dr Apt 81122
Fort Pierce, FL 34949-7962

104
Kris R Adams
51 Lincoln Street
Allentown, PA 18102

105
Ira Pike (TR)
2400 S Ocean DR , Unit Apt 81124
Fort Pierce, FL 34949-7962

106
J Boyd Bert Jr ETAL
2400 S Ocean Dr #81141
Fort Pierce, FL 34949

107
Gregory D Ffolkes ETAL
212 Loyola AVE , Unit # 1414
New Orleans, LA 70112-2009

108
Robert L Krawcheck ETAL
130 E Sunrise Ave
Coral Gables, FL 33133

109
Eric Acosta ETAL
12454 SW 76th ST
Miami, FL 33183-3541

110
Hossein Ameri ETAL
2400 S Ocean DR , Unit Apt 81151
Fort Pierce, FL 34949-7963

111
Grace E Scarola (TR) ETAL
2400 S Ocean Dr Apt 81152
Fort Pierce, FL 34949-7963

112
John Delucca ETAL
2400 S Ocean Dr Apt 81153
Fort Pierce, FL 34949-7963

113
Ruth Conley
2400 S Ocean Dr # 81154
Fort Pierce, FL 34949-8018

114
Judith A McCarty ETAL
100 Calf Pond LN
Fairfield, CT 06824-2075

115
William W Beyer ETAL
2400 S Ocean Dr Apt 8100B
Fort Pierce, FL 34949-7963

116
Douglas H Cortelyou ETAL
23096 Lakewood Cir
Millsboro, DE 19966

117
Susan M Kumnick (TR)
2400 S Ocean Dr # 8100 D
Fort Pierce, FL 34949-7963

118
Philip A Dabice ETAL
4 Half Mile CMN
Westport, CT 06880-2246

119
Joseph P Parin (TR) ETAL
6811 Ralaric DR
Dexter, MI 48130-9689

120
Margaret Frazer (TR)
3006 Windward Dr
Fort Pierce, FL 34949-9138

121
Donald A Saltarelli ETAL
3008 Windward Dr # 1104
Fort Pierce, FL 34949-9138

122
Margaret L Hinterleiter ETAL
3010 Windward Dr
Fort Pierce, FL 34949-9138

123
David A Clewell ETAL
1272 Robynwood Ln
West Chester, PA 19380-5747

124
Stephen J Giovanisci
3630 Karen Sue Ln
Flintridge, CA 91011-4103

125
Frances M Mahr (TR)
930 Regency SQ , Unit Apt 126
Vero Beach, FL 32967-1812

126
John Perdisatt ETAL
3018 Windward DR , Unit # 1203
Fort Pierce, FL 34949-9138

127
Elizabeth L Borrelli (TR)
3020 Windward Dr Apt 1204
Fort Pierce, FL 34949-9138

128
Sue E Dasso (TR)
3022 Windward Dr #1205
Fort Pierce, FL 34949-9138

129
Michele J Smith ETAL
248 S White Rock RD
Holmes, NY 12531-5329

130
Michael A Spinelle (LF EST) ETAL
3026 Windward Dr #1301
Fort Pierce, FL 34949-9138

131
Charles M McLaughlin ETAL
1305 Greenleaf Dr
Royal Oak, MI 48067-1107

132
Peter L Heller ETAL
3030 Windward Dr #1303
Fort Pierce, FL 34949-9138

133
Orville H Mann Jr ETAL
659 North Broadway
Upper Nyack, NY 10960

134
John K Iglehart ETAL
10200 Addison Ct
Bethesda, MD 20817-1681

135
Jack T Miller ETAL
3036 Windward Dr
Fort Pierce, FL 34949-9138

136
Margaret M Stolley (TR)
3038 Windward DR , Unit Apt 1401
Fort Pierce, FL 34949-9138

137
Clay F Wilson ETAL
1531 Ancona Ave
Coral Gables, FL 33146

138
Dominic A Affuso ETAL
3042 Windward Dr #21
Fort Pierce, FL 34949-9138

139
Suzanne M Widing (TR) ETAL
3044 Windward Dr Unit 1404
Fort Pierce, FL 34949

140
Raymond K Yerks ETAL
3046 Windward DR , Unit # 1405
Fort Pierce, FL 34949-9138

141
Alexander Lamont II ETAL
59 Meriam Rd
Concord, MA 01742-2614

142
David B Dembo
1027 S Sterling Ave
Tampa, FL 33629

143
Paul J Huff ETAL
2004 Windward DR , Unit # 2102
Fort Pierce, FL 34949-9139

144
David P Lavins ETAL
10 Foxchase RD
Malvern, PA 19355-3441

145
Gregory Cormier
2008 Windward DR , Unit # 2104
Fort Pierce, FL 34949-9139

146
Jerry M Baarman ETAL
2010 Windward Dr
Fort Pierce, FL 34949

147
Kenneth L Bassin ETAL
2012 Windward DR
Fort Pierce, FL 34949-9139

148
Louise C Teising (TR) ETAL
2014 Windward DR , Unit Unit 2201
Fort Pierce, FL 34949-9139

149
Anneliese S Tippery Rev Trust
215 Vorn Ln
Bloomfield Hills, MI 48301

150
M Rita Bedford
2018 Windward Dr
Fort Pierce, FL 34949-9139

151
Richard A Pegher ETAL
122 Driftwood Dr
Canonsburg, PA 15317-6630

152
Robert Scanlon ETAL
2022 Windward DR
Fort Pierce, FL 34949-9139

153
Kathryn B Frey ETAL
7 Pine Path
Port Jefferson, NY 11777-1026

154
Walker E Kimbell III ETAL
3035 Dove Trl
Cumming, GA 30041-7738

155
Kevin M Davis ETAL
1101 NW 115th Ave
Plantation, FL 33323

156
Alex McArthur ETAL
2030 Windward Dr
Fort Pierce, FL 34949

157
Lisa Ann Piechocinski
804 Sunshine Ct
Parlin, NJ 08859

158
Vincent Reyda ETAL
110 Woodland Rd
Madison, NJ 07940-2832

159
Marla L West (LF EST)
2036 Windward DR
Fort Pierce, FL 34949-9139

160
Kenneth H Rawe Jr ETAL
9164 Curry LN
Clarence Center, NY 14032-9504

161
Donald G Noerr (TR) ETAL
PO Box 93
Adirondack, NY 12808

162
Willamae S Derridinger (TR)
2042 Windward Dr # 2403
Fort Pierce, FL 34949-9139

163
Alfred Abate
2044 Windward DR , Unit # 2404
Fort Pierce, FL 34949-9139

164
Paul Miller ETAL
2046 Windward Dr #2405
Fort Pierce, FL 34949

165
George Hrabovsky ETAL
136 Calico Point Dr
Paupack, PA 18451-7717

166
Rose Smith
80 Ardell Rd
Bronxville, NY 10708-6500

167
Lee F Crook ETAL
1004 Windward DR
Fort Pierce, FL 34949-9131

168
Joseph L Hughes (TR) ETAL
1448 Crepeault Hill RD
Saint Johnsbury, VT 05819-9376

169
Karen L Catalano
3400 London Court Dr
Columbus, OH 43221-1166

170
Ruben Juarez ETAL
13288 Bos Ct
Holland, MI 49424

171
John Breslin (TR) ETAL
5604 Lighthouse DR
Flower Mound, TX 75022-6470

172
William D Senn ETAL
1014 Windward DR , Unit Unit 3201
Fort Pierce, FL 34949-9131

173
1016 Windward Drive LLC
8745 Windsor Pointe DR
Orlando, FL 32829-7800

174
Herbert J Brennan (TR)
1018 Windward DR
Fort Pierce, FL 34949-9131

175
Janice P Norris ETAL
1020 Windward DR , Unit # 3204
Fort Pierce, FL 34949-9131

176
Deborah P Goldstein
9508 Sea Turtle Dr
Plantation, FL 33324-2921

177
AJAAA Realty LLC
11592 Stable Watch CT
Cincinnati, OH 45249-1393

178
Brian Boyle ETAL
37 Woodhollow RD
Colts Neck, NJ 07722-1311

179
Richard F Albosta ETAL
1028 Windward DR , Unit Apt 3302
Fort Pierce, FL 34949-9131

180
Frank Marsico ETAL
24 Forest Ridge
Newark, DE 19711-6024

181
James G McLane ETAL
1032 Windward Dr #3304
Fort Pierce, FL 34949-9131

182
Diana Burban (TR)
43 Forest AVE
Massapequa, NY 11758-7806

183
Donald J Jenkins (TR) ETAL
1036 Windward Dr #3306
Fort Pierce, FL 34949-9131

184
Andrew P Stavros ETAL
37 Cumberland Dr
Lincolnshire, IL 60069

185
Nancy H Barsotti
32 Edgecliff RD
Carnegie, PA 15106-1007

186
Treasure Coast Realty Investment 2 LLC
1221 Delaware AVE
Fort Pierce, FL 34950-4084

187
Michael A Colucci ETAL
2 Daken CT
Valley Cottage, NY 10989-2608

188
Richard A Coyle (TR)
8068 Kiawah TRCE
Port St Lucie, FL 34986-3023

189
James P Manos ETAL
5973 Macewen CT
Dublin, OH 43017-9417

City Commission Regular Meeting - 4:30 pm

12. b.

Meeting Date: 10/19/2020

Re: Conditional Use approval with no new construction - Danaluk Dwelling Rental

Submitted For: Jennifer Hofmeister, Planning Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owner, Nick Danaluk, and applicant, Michelle Longarzo, for Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as two (2) days. The property is located at 715 South Ocean Drive, Unit L, and is zoned Hutchinson Island Medium Density Residential (R-4A). Parcel ID: 2401-504-0012-000-1.

SUMMARY:

In accordance with Sections 125-187 and 125-236 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental located at 715 South Ocean Drive Unit L. The subject unit is a two (2)-bedroom and two (2)-bathroom condominium with approximately 865 gross square feet. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of 2 days to guests.

RECOMMENDATION:

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, staff recommends APPROVAL with the following six (6) conditions:

- 1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
- 2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
- 3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
- 4) There shall be a limitation of no more than no two (2) vehicles per unit.
- 5) The City of Fort Pierce Business Tax License number shall be included on all advertising.
- 6) Third-Party Liability Insurance shall be provided.

ALTERNATIVES:

Approval with changes to the Conditions of Approval
Denial

RESPONSIBLE STAFF:

Jennifer Hofmeister, AICP, LCAM, Planning Director

COORDINATED WITH:

Fiscal Impact

OTHER INFORMATION:

n/a

Attachments

Staff Report & Supporting Documents

staff presentation

Applicant Packet & Supporting Documents

Public Notice Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/07/2020 06:10 PM
City Manager	Nick Mimms	10/08/2020 01:25 PM
Form Started By: Jennifer Hofmeister		Started On: 10/06/2020 09:19 PM
Final Approval Date: 10/08/2020		



TO: Nicholas C. Mimms, P.E., ICMA-CM, City Manager

FROM: Jennifer Hofmeister, AICP, LCAM, Planning Director

RE: **Conditional Use Approval – Danaluk Dwelling Rental Unit L
 715 S. Ocean Drive Unit L (20-0400012)**

BOARD DATE: October 19, 2020

STAFF REPORT

Owner: Nicholas Danaluk, Jr.
 Slice of Paradise, Inc.
 Awareness of Hope, Inc.
 1425 SW Edinburgh Drive
 Port St. Lucie, FL 34953

Applicant: Michelle Longarzo
 715 South Ocean Drive Unit D
 Hutchinson Island, FL 34949

Applicant’s Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months. The minimum rental period is two (2) days.

Location(s): 715 South Ocean Drive Unit L

Parcel ID: 2401-504-0012-000-1

Future Land Use: Hutchinson Island Residential (HIR)

Current Zoning: Hutchinson Island Medium Density (R-4A)

Surrounding FLU:

North	East	South	West
HIR	HIR	HIR	HIR

Surrounding Zoning:

North	East	South	West
R-4A	R-4A	R-4A	R-4A

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 125-187 and 125-236 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental located at 715 South Ocean Drive Unit L. The subject unit is a two (2)-bedroom and two (2)-bathroom condominium with approximately 865 gross square feet. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of 2 days to guests.



The property is one (1) of the two (2) units that comprise a separate duplex building that are a part of the Boardwalk condominium complex generally situated at the southwest corner of South Ocean Drive and Gulfstream Avenue within the South Beach neighborhood. The subject site is surrounded by multi-family residences to the north, south, east, and west. The subject property has a Future Land Use designation of Hutchinson Island Residential (HIR) with a compatible zoning classification of Hutchinson Island Medium Density residential (R₄-A).

Dwelling Rentals

Pursuant to City Code Section 125-3. – Definitions - Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling Rental (dwelling unit)," and defined as follows: "One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis."

The State of Florida provides further classification of a dwelling that is rented for periods of less than one (1) month. Pursuant to Florida State Statute 509.242, declaring the use a "Vacation Rental," defines such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three (3) times in a calendar year for periods of less than 31 days or one (1) calendar

month, whichever is less or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a "Vacation Rental" if the duration of stays are less than 31 days.

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rental Definitions

	Dwelling Rental	Vacation Rental
<i>Length of Stay</i>	Less than six (6) months	30 days or less
<i>Lodging Type(s)</i>	Non-Transient (more than 30 days)	Transient Lodging
<i>State License Requirement</i>	If rented 30 days or less (Vacation Rental)	Division of Hotels and Restaurants – Vacation Rental
<i>Public lodging establishment (ADA & Misc. Regulations)</i>	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Future Land Use & Zoning

The purpose and intent of the R-4A zoning district is to establish height and density regulations for lands located within the City which are situated east of the Indian River. The R-4A zone is compatible with the Medium Density Residential Hutchinson Island designation in the comprehensive plan. Permitted gross residential densities in this district may not generally exceed eight (8) units per acre. Bonus density of up to one additional unit per acre is available as provided for in this section. This district is established because Hutchinson Island is sensitive barrier island which presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

Parking

Pursuant to City Code Section 125- (d)b, motels, hotels, and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger.

Conditional Use

As stated in City Code Section 125-235, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Planning Board Recommendation

At the Planning Board September 8, 2020 meeting, recommended 7-0 **Approval** of the Conditional Use with the additional Condition to require Third-Party Liability Insurance.

Staff Recommendation

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following six (6) conditions:

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than no two (2) vehicles per unit.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.
6. Third party liability is required.

AERIAL MAP





Conditional Use Approval
Danaluk Dwelling Rental
715 S. Ocean Drive Unit L



FUTURE LAND USE MAP



 **Conditional Use Approval**
Danaluk Dwelling Rental
715 S. Ocean Drive Unit L



ZONING MAP



 Subject Site



Conditional Use Approval
Danaluk Dwelling Rental
715 S. Ocean Drive Unit L



August 19, 2020

Michelle Longarzo
Slice of Paradise
sliceofparadiseflorida@gmail.com

Subject: 715 S. Ocean Avenue Unit L TRC Comments for August 20, 2020 conference call

Dear Michelle,

Below please find a summary of the comments for the City of Fort Pierce Pre-App meeting.

Fort Pierce Planning Department

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than no two (2) vehicles per unit.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

Fort Pierce Engineering Department

1. No comment. Recommends approval.

Fort Pierce Building Department

1. Please see attached comments.

Fort Pierce Police Department

1. No comments at the time.

Fort Pierce Utility Authority

1. *FPUA W/WW Engineering:*
Location is presently a water and wastewater customer of FPUA. If fire protection is required, this service MUST be supplied via a dedicated "stand-alone" fire suppression device. Please contact James Carnes @ (772) 466-1600 extension 3472 if this modification is required.
2. *FPUA Electric & Gas Engineering:*
No comment

St. Lucie County Fire District

The Following Revisions Are Necessary:

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at <http://www.slcfcd.com/permits.htm>
2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
3. Please provide an electronic copy of the Site Plan (pdf format). See BlueBeam markups.
4. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.
5. The Fire District reserves the right for future comments when the project reaches building construction phase.

St. Lucie County Public Works

1. The Public Works Department has no comments based on the application information provided at this time.



**BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM**

Meeting Date: 8.20.20
Property Address: Conditional Use - Danaluk Vacation Rental - 715 S. Ocean Drive, Unit L

Please be advised that the project may trigger the requirements indicated below:

- 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.
- 2. Pre-construction meeting with the City's Building Department is requested.
- 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.
- 4. Means of egress is required.
- 5. Means of ingress is required.
- 6. Must meet the following Accessibility requirements:
 - Accessible route
 - Handicapped parking spaces
 - Means of egress
- 7. Change of Use required
 - to include a signed and sealed Life Safety Plan
 - to include a signed and sealed detailed comprehensive building plan.
- 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.
- 9. Flood Development Permit required.
- 10. Building Permit required.
- 11. Signed and sealed construction drawings required.
- 12. Will need to meet the Fire Code.
- 13. Sprinkler system is required.
- 14. Smoke alarm system is required.
- 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature

Date:

8/23/2020

Conditional Use Approval

With no new construction



Danaluk Dwelling Rental



Location Map



715 S Ocean Drive Unit L

FLUM and Zoning Map



FLUM – Hutchinson Island Residential (HIR)
Zoning – Hutchinson Island Medium Density Residential (R-4A)

Synopsis for Recommendation

- City of Fort Pierce Ordinance K-114 - passed in 2001
 - Establishing Dwelling Rentals as Conditional Uses in certain Residential Zoning districts and Conditions of Approval added to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.
 - No current Code Enforcement or Police Department violations
- FL Legislation – passed in 2011
 - A local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.

Planning Board Recommendation

At the Planning Board September 8, 2020 meeting, recommended 7-0 **Approval** of the Conditional Use with the additional Condition to require Third-Party Liability Insurance.

Staff Recommendation

Staff recommends **APPROVAL** subject to six (6) conditions:

- 1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
- 2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
- 3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
- 4) There shall be a limitation of no more than no two (2) vehicles at the site.
- 5) The City of Fort Pierce Business Tax License number shall be included on all advertising.
- 6) Third party liability is required.

Possible Actions

Possible actions of the City Commission:

- APPROVAL of the proposed Conditional Use, subject to five (5) Conditions
- APPROVAL of the proposed Conditional Use with changes to the Conditions of Approval
- DENIAL of the proposed Conditional Use

Conditional Use Approval

With no new construction



Danaluk Dwelling Rental





RECEIVED

JUL 02 2020

CITY OF FORT PIERCE
PLANNING & ZONING

Conditional Use – No New Construction

Property address or Location 715 SOUTH OCEAN DRIVE, UNIT L
Parcel ID #(s) 2401-504-0012-000-1
Project description SHORT TERM RENTAL CONDO

NICHOLAS DANALUK, JR.
Property Owner(s)
1425 SW EDINBURGH DR.
Street Address
PORT ST. LUCIE, FL 34953
City State Zip
772-267-9288
Phone Number
NDANALUK@GMAIL.COM
Email Address

MICHELLE LONGARZO / SLICE OF PARADISE, INC.
Applicant/Representative, Title, Company
715 S. OCEAN DR. UNIT D
Street Address
HUTCHINSON ISLAND, FL 34949
City State Zip
772-708-4557
Phone Number
SLICE OF PARADISE FLORIDA @ GMAIL.COM
Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

Michelle L. Longarzo
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY of St Lucie
The foregoing instrument was acknowledged before me this 2nd day of July, 20 20, by MICHELLE LONGARZO who is personally known to me or has produced _____ as identification.



LORETTA DENNIS
MY COMMISSION # FF 145332
EXPIRES: September 20, 2018
Bonded Thru Budget Notary Services

Loretta Dennis
Signature of Notary

(seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____
Intake Planner _____
Planner Assigned _____
Approved By _____ Date _____
Comments _____

Intake Date Stamp



CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- If no site improvements are required:
 - As-built survey
 - Floor plan of existing building(s)
- If parking and drainage improvements are required:
 - As-built survey;
 - Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
 - Lighting plan
- Complete, notarized application

Application Type:

- Conditional Use: No new construction with no site improvements
- Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 880 Parking Spaces: 1

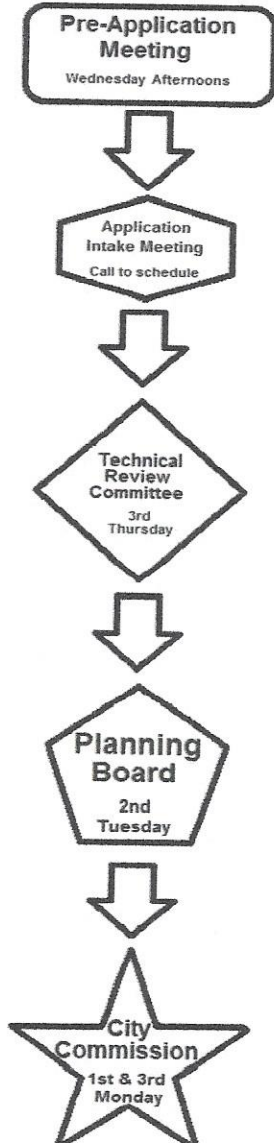
Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
R4A	R4A	R4A	R4A

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

- (1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.
- (2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.
- (3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook



RULES & REGULATIONS of 715 South Ocean Drive Unit L, Fort Pierce, FL 34949:

- Remove all trash and dispose of in the provided trash can
- Peaceful enjoyment of common areas at reasonable hours without excessive noise or music
- Pets need to remain in compliance with local leash and pet fecal disposal laws.
- Smoking is prohibited
- Park in the drive way
- Do not litter
- Do not leave air conditioning on with windows open.
- Return A/C to 77 Degrees when check out occurs.
- Do not remove any property belonging to house except beach towels, beach folding chairs, sand toys and umbrellas. The exception items need to be returned to the house with the sand washed of prior to entry.
- Do not give out copies of keys to any one other than registered guest.
- Do not disturb or harass local wildlife such as sea turtles, manatees and any other wildlife.
- It is unlawful to walk on the sand dunes only use designated walkways.
- No illegal drugs allowed on property.
- No toxic chemicals allowed on property.
- Follow all local and state laws.

Management of Property 715 South Ocean Drive Unit L, Fort Pierce, FL 34949:

- 1) Provide direct customer service with 24/7 service available by phone, text and e-mail. Michelle Longarzo 772-708-4558 and sliceofparadiseflorida@gmail.com
- 2) Access to emergency contractors in plumbing, electrical and HVAC.
- 3) Maintain records of clientele, Name, address, contact number and e-mail.
- 4) Ensure all taxes are paid to the state and the county.
- 5) Provide clean linens, towels, dishware, glasses and beach towels.
- 6) Keep all appliances in clean and good working order.
- 7) Keep Heating & ventilation at minimum of 68 degrees Fahrenheit.
- 8) Maintain (1) locking device that cannot be opened by master key on the interior.
- 9) Maintain smoke alarms in every unit.
- 10) Maintain all electrical wires.
- 11) Maintain a fire extinguisher that is fully charged.
- 12) Maintain well lighted common areas.
- 13) Maintain notifications in the residence that all dishware is cleaned and sanitized by dishwasher only.
- 14) Maintain all areas odor free, clean and in good repair.
- 15) Keep all toxic chemicals labeled and properly stored.
- 16) Supply adequate potable water.
- 17) Protect ice machines from self-contamination.
- 18) Maintain the unit vermin free.
- 19) Maintain extermination throughout the unit bi-weekly.
- 20) Maintain Hot / Cold in every sink.
- 21) Removal of trash

Narrative of Property 715 South Ocean Drive Unit L, Fort Pierce, FL 34949:

- 1) Transient rentals from 2 days to 6 months to bring out of area Florida and interstate revenue to promote new tourism in Fort Pierce.
- 2) Register for DBPR, Florida Sales Tax, St. Lucie Business Tax Receipt. Register for Sunbiz, File for EIN # and Fort Pierce Business Tax Receipt.
- 3) Intent to rent with Air BNB and VRBO

Property Identification

Site Address:	715 S OCEAN DR L
Parcel ID:	2401-504-0012-000-1
Account #:	15019
Map ID:	24/01G
Use Type:	0400
Zoning:	HI Medium
City/County:	Fort Pierce

Ownership

Iraida L Quintero
Roberto Quintero
1404 19th Ave N
Lake Worth, FL 33460

Total Areas

Finished/Under Air (SF):
Gross Sketched Area (SF):
Land Size (acres):
Land Size (SF):

Legal Description

BOARDWALK CONDOMINIUM UNIT L (OR 1843-1981)

Current Values

Just/Market Value:	\$104,900
Assessed Value:	\$96,910
Exemptions:	\$0
Taxable Value:	\$96,910

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

Sale History

Date:	Nov 10, 2003
Book/Page:	1843 / 1981
Sale Code:	XX00
Deed:	WD
Grantor:	Baertl Otmar W
Price:	\$156,000
Date:	Jun 30, 1995
Book/Page:	0965 / 0538
Sale Code:	XX01
Deed:	WD
Grantor:	Hasko Eileen W
Price:	\$35,000
Date:	Mar 1, 1988
Book/Page:	0580 / 0279
Sale Code:	XX02
Deed:	CV

Grantor:
 Price: \$105,000
 Date: May 1, 1985
 Book/Page: 0465 / 1625
 Sale Code: XX02
 Deed: CV
 Grantor:
 Price: \$455,000

Building Information (1 of 1)

Finished Area: 865 SF
 Gross Sketched Area: 943 SF

Exterior Data

View:
 Building Type: X019
 Grade: X19A
 Story Height: 1 Story

Roof Cover:
 Year Built: 1971
 Effective Year: 1971
 No. Units: 1

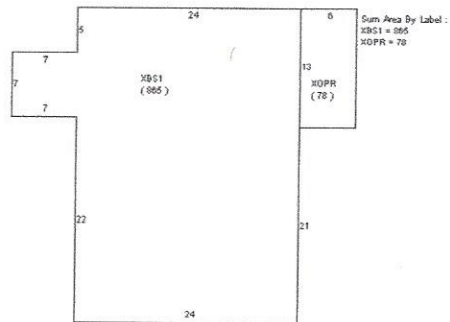
Roof Structure:
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 2
 Full Baths: 2
 Half Baths: 0
 A/C %: 0%

Electric:
 Heat Type:
 Heat Fuel:
 Heated %: 0%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors:
 Sprinkled %: 0%



Special Features and Yard Items

Current Year Values

Current Values Breakdown

Building: \$104,900
 Land: \$0
 Just/Market: \$104,900
 Ag Credit: \$0

Current Year Exemption Value Breakdown

Save Our Homes or 10% Cap:	\$7,990
Assessed:	\$96,910
Exemption(s):	\$0
Taxable:	\$96,910

Current Year Special Assessment Breakdown				
Start Year	AssessCode	Units	Description	Amount
1999	0041	0.6	Fort Pierce Stormwater Charge	\$41.40

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Permits

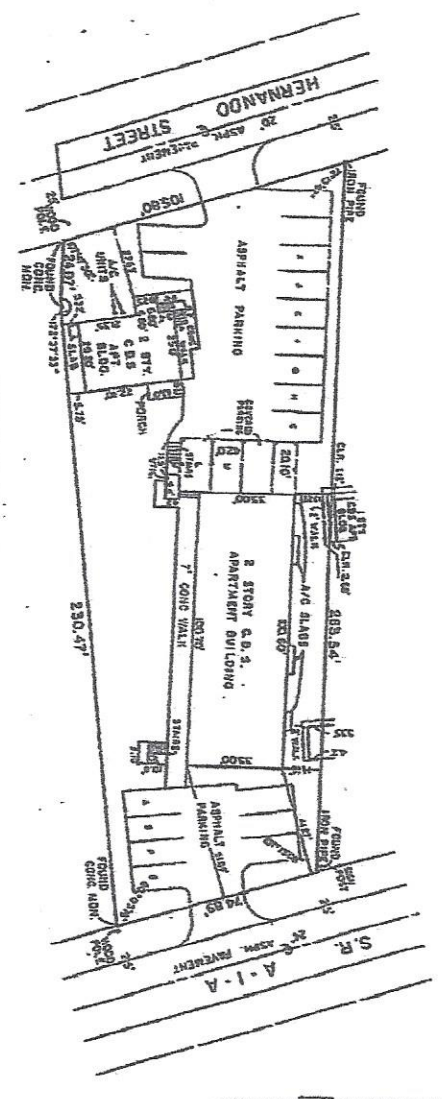
Number:	BP12-1475
Issue Date:	Aug 13, 2012
Description:	Electric
Amount:	\$350
Fee:	\$104

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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EXHIBIT B(1) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

BOARDWALK CONDOMINIUM



- NOTES:
 1. ALL IMPROVEMENTS SHOWN ARE EXISTING.
 2. ALL AREAS OUTSIDE OF CONDOMINIUM UNIT BOUNDARIES ARE COMMON AREAS OR LIMITED COMMON AREAS.

0 S.D. TO 30.48 IN. @ 1" = 30.48 FEET

DESCRIPTION:
 LOTS 5, 11 AND 12, BLOCK 6, OCEAN VIEW, ACCORDING TO THE PLAT HERETOBY, RECORDED IN PLAT BOOK 5, PAGE 61, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CERTIFICATION:
 THE UNDERSIGNED, SURVEYOR, DOBY AUTHORIZED TO PRACTICE UNDER THE PROFESSIONAL SEAL OF FLORIDA, HEREBY CERTIFIES THAT THE CONVEYANCE HEREIN IS IN ACCORDANCE WITH THE CONVEYANCE ACT OF FLORIDA, CHAPTER 689, F.S., AND THAT THE CONVEYANCE HEREIN IS AN ACCURATE REPRESENTATION OF THE CONVEYANCE HEREIN, AND THAT THE CONVEYANCE HEREIN IS AN ACCURATE REPRESENTATION OF THE CONVEYANCE HEREIN, AND THAT THE CONVEYANCE HEREIN IS AN ACCURATE REPRESENTATION OF THE CONVEYANCE HEREIN.

ARTHUR V. STROCK & ASSOCIATES, INC.
 ENGINEERS - PLANNERS - SURVEYORS
 DEERFIELD BEACH - DELRAY BEACH, FLA.

PROJECT		BOARDWALK CONDOMINIUM	
DATE		12-1-82	
DRAWN BY		A.V.S.	
CHECKED BY		A.V.S.	
SCALE		AS SHOWN	
SHEET NO.		1	
TOTAL SHEETS		1	

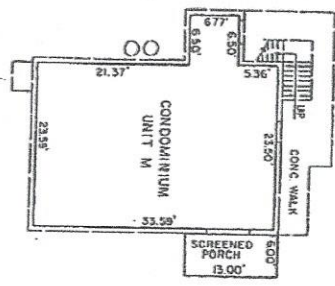
Arthur V. Strock & Associates, Inc.
 engineers - planners - surveyors deerfield beach - delray beach, fla.

EXHIBIT B(i)

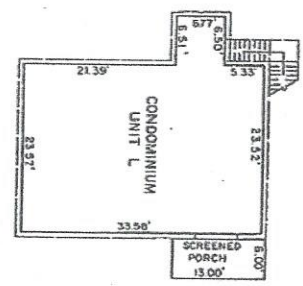
UNIT PLANE ELEVATION SCHEDULE

UNIT	FLOOR	FINISHED CEILING	FINISHED PORCH
UNIT M	136	18.46	7.04
UNIT L	16.66	21.88	16.80

- NOTES:**
1. ELEVATION REFER TO NATIONAL GEODETIC VERTICAL DATUM
 2. --- INDICATES LIMITS OF CONDOMINIUM UNIT BOUNDARY
 3. - - - - INDICATES LIMITS OF COMMON ELEMENTS
 4. [Symbol] AC UNITS - INDICATES AIR CONDITIONING UNIT LOCATED ON GROUND LEVEL, ANNEXED TO AND MADE PART OF SPRINGSHORE CONDOMINIUM UNIT.



FIRST FLOOR PLAN



SECOND FLOOR PLAN



BOARDWALK CONDOMINIUM

EXHIBIT B (iv) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

ARTHUR V. STROCK & ASSOCIATES, INC.
 CHARL DE SHAW
 REGISTERED LAND SURVEYOR NO. 3477
 STATE OF FLORIDA

DRAWING NUMBER 5-18-82 SHEET 4 OF 4 PROJECT BOARDWALK CONDOMINIUM	Arthur V. Strock & Associates, Inc. engineers • planners • surveyors • deerfield beach • delray beach, fla.
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PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - Danaluk Vacation Rental - 715 S. Ocean Drive, Unit L

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: October 4th, 2020

NOTICE BY MAIL: September 30th, 2020

NOTICE BY SIGNS: October 7th, 2020

VERIFIED BY: Jennifer Hofmeister

TITLE: Planning Director

SIGNATURE:

DATE: October 19th, 2020

Meeting Date: 10/19/2020

Re: Conditional Use with no new construction - Ballantyne Dwelling Rental

Submitted For: Jennifer Hofmeister, Planning Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owner, Sandra Jean Ballantyne, and applicant, Michelle Longarzo, for Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as two (2) days. The property is located at 715 South Ocean Drive, Unit B, and is zoned Hutchinson Island Medium Density Residential (R-4A). Parcel ID: 2401-504-0002-000-8.

SUMMARY:

In accordance with Sections 125-187 and 125-236 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental located at 715 South Ocean Drive Unit B. The subject unit is a one (1)-bedroom and one (1)-bathroom condominium with approximately 680 gross square feet. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of 2 days to guests.

RECOMMENDATION:

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following six (6) conditions:

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than no two (2) vehicles per unit.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.
6. Third party liability is required.

ALTERNATIVES:

Approval with changes to the conditions of approval
Denial

RESPONSIBLE STAFF:

Jennifer Hofmeister, AICP, LCAM
Planning Director

COORDINATED WITH:

Technical Advisory Committee

Fiscal Impact

OTHER INFORMATION:

n/a

Attachments

Staff Report & Supporting Documents
staff presentation
Applicant Packet & Supporting Documents
Public Notice Certification
Submitted Comment - Adair

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/07/2020 06:11 PM
City Manager	Nick Mimms	10/08/2020 01:26 PM
Form Started By: Jennifer Hofmeister		Started On: 10/06/2020 09:23 PM
Final Approval Date: 10/08/2020		



TO: Nicholas C. Mimms, P.E., ICMA-CM, City Manager

FROM: Jennifer Hofmeister, AICP, LCAM, Planning Director

RE: **Conditional Use Approval – Ballantyne Dwelling Rental**
715 S. Ocean Drive Unit B (20-0400011)

BOARD DATE: October 19, 2020

STAFF REPORT

Owner: Sandra Jean Ballantyne
 12436 57th Road North
 West Palm Beach, FL 334411

Applicant: Michelle Longarzo
 715 South Ocean Drive Unit D
 Hutchinson Island, FL 34949

Applicant’s Request: Approval of a Conditional Use with No New Construction to operate a Dwelling Rental, offering lodging for less than six (6) months. The minimum rental period is identified as two (2) days.

Location(s): 715 South Ocean Drive Unit B

Parcel ID: 2415-703-0063-000-8

Future Land Use: Hutchinson Island Residential (HIR)

Current Zoning: Hutchinson Island Medium Density (R-4A)

Surrounding FLU:

North	East	South	West
HIR	HIR	HIR	HIR

Surrounding Zoning:

North	East	South	West
R-4A	R-4A	R-4A	R-4A

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 125-187 and 125-236 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental located at 715 South Ocean Drive Unit B. The subject unit is a one (1)-bedroom and one (1)-bathroom condominium with approximately 680 gross square feet. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of 2 days to guests.



The property is one (1) of 13 units within the Boardwalk condominium complex generally situated at the southwest corner of South Ocean Drive and Gulfstream Avenue within the South Beach neighborhood. The subject site is surrounded by multi-family residences to the north, south, east, and west. The subject property has a Future Land Use designation of Hutchinson Island Residential (HIR) with a compatible zoning classification of Hutchinson Island Medium Density residential (R4-A).

Dwelling Rentals

Pursuant to City Code Section 125-3. – Definitions - Generally, the rental of any dwelling unit for less than six (6) months, is classified as a “Dwelling Rental (dwelling unit),” and defined as follows: “One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis.”

The State of Florida provides further classification of a dwelling that is rented for periods of less than one (1) month. Pursuant to Florida State Statute 509.242, declaring the use a “Vacation Rental,” defines such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three (3) times in a calendar year for periods of less than 31 days or one (1) calendar month, whichever is less or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a “Vacation Rental” if the duration of stays are less than 31 days.

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rental Definitions

	Dwelling Rental	Vacation Rental
<i>Length of Stay</i>	Less than six (6) months	30 days or less
<i>Lodging Type(s)</i>	Non-Transient (more than 30 days)	Transient Lodging
<i>State License Requirement</i>	If rented 30 days or less (Vacation Rental)	Division of Hotels and Restaurants – Vacation Rental
<i>Public lodging establishment (ADA & Misc. Regulations)</i>	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Future Land Use & Zoning

The purpose and intent of the R-4A zoning district is to establish height and density regulations for lands located within the City which are situated east of the Indian River. The R-4A zone is compatible with the Medium Density Residential Hutchinson Island designation in the comprehensive plan. Permitted gross residential densities in this district may not generally exceed eight (8) units per acre. Bonus density of up to one additional unit per acre is available as provided for in this section. This district is established because Hutchinson Island is sensitive barrier island which presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

Parking

Pursuant to City Code Section 125- (d)b, motels, hotels, and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger.

Conditional Use

As stated in City Code Section 125-235, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Planning Board Recommendation

At the Planning Board September 8, 2020 meeting, recommended 7-0 **Approval** of the Conditional Use with the additional Condition to require Third-Party Liability Insurance.

Staff Recommendation

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following six (6) conditions:

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than no two (2) vehicles per unit.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.
6. Third party liability is required.

AERIAL MAP




Conditional Use Approval
Danaluk Dwelling Rental
715 S. Ocean Drive Unit L




FUTURE LAND USE MAP



 **THE SUNRISE CITY**
FORT PIERCE
Florida

Conditional Use Approval
Danaluk Dwelling Rental
715 S. Ocean Drive Unit L



ZONING MAP



Conditional Use Approval
Danaluk Dwelling Rental
715 S. Ocean Drive Unit L



August 19, 2020

Michelle Longarzo
Slice of Paradise
sliceofparadiseflorida@gmail.com

Subject: 715 S. Ocean Avenue Unit L TRC Comments for August 20, 2020 conference call

Dear Michelle,

Below please find a summary of the comments for the City of Fort Pierce Pre-App meeting.

Fort Pierce Planning Department

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than no two (2) vehicles per unit.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

Fort Pierce Engineering Department

1. No comment. Recommends approval.

Fort Pierce Building Department

1. Please see attached comments.

Fort Pierce Police Department

1. No comments at the time.

Fort Pierce Utility Authority

1. *FPUA W/WW Engineering:*
Location is presently a water and wastewater customer of FPUA. If fire protection is required, this service MUST be supplied via a dedicated "stand-alone" fire suppression device. Please contact James Carnes @ (772) 466-1600 extension 3472 if this modification is required.
2. *FPUA Electric & Gas Engineering:*
No comment

St. Lucie County Fire District

The Following Revisions Are Necessary:

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at <http://www.slcfcd.com/permits.htm>
2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
3. Please provide an electronic copy of the Site Plan (pdf format). See BlueBeam markups.
4. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.
5. The Fire District reserves the right for future comments when the project reaches building construction phase.

St. Lucie County Public Works

1. The Public Works Department has no comments based on the application information provided at this time.



**BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM**

Meeting Date: 8.20.20
Property Address: Conditional Use - Danaluk Vacation Rental - 715 S. Ocean Drive, Unit L

Please be advised that the project may trigger the requirements indicated below:

- 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.
- 2. Pre-construction meeting with the City's Building Department is requested.
- 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.
- 4. Means of egress is required.
- 5. Means of ingress is required.
- 6. Must meet the following Accessibility requirements:
 - Accessible route
 - Handicapped parking spaces
 - Means of egress
- 7. Change of Use required
 - to include a signed and sealed Life Safety Plan
 - to include a signed and sealed detailed comprehensive building plan.
- 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.
- 9. Flood Development Permit required.
- 10. Building Permit required.
- 11. Signed and sealed construction drawings required.
- 12. Will need to meet the Fire Code.
- 13. Sprinkler system is required.
- 14. Smoke alarm system is required.
- 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature

Date:

8/23/2020

Conditional Use Approval

With no new construction



Ballantyne Dwelling Rental



Location Map



715 S Ocean Drive Unit B

FLUM and Zoning Map



FLUM – Hutchinson Island Residential (HIR)
Zoning – Hutchinson Island Medium Density Residential (R-4A)

Synopsis for Recommendation

- City of Fort Pierce Ordinance K-114 - passed in 2001
 - Establishing Dwelling Rentals as Conditional Uses in certain Residential Zoning districts and Conditions of Approval added to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.
 - No current Code Enforcement or Police Department violations
- FL Legislation – passed in 2011
 - A local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.

Planning Board Recommendation

At the Planning Board September 8, 2020 meeting, recommended 7-0 **Approval** of the Conditional Use with the additional Condition to require Third-Party Liability Insurance.

Staff Recommendation

Staff recommends **APPROVAL** subject to six (6) conditions:

- 1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
- 2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
- 3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
- 4) There shall be a limitation of no more than no two (2) vehicles at the site.
- 5) The City of Fort Pierce Business Tax License number shall be included on all advertising.
- 6) Third party liability is required.

Possible Actions

Possible actions of the City Commission:

- APPROVAL of the proposed Conditional Use, subject to five (5) Conditions
- APPROVAL of the proposed Conditional Use with changes to the Conditions of Approval
- DENIAL of the proposed Conditional Use

Conditional Use Approval

With no new construction



Ballantyne Dwelling Rental





Conditional Use - No New Construction

Property address or Location 715 SOUTH OCEAN DRIVE, UNIT B, FORT PIERCE, FL 34949
 Parcel ID #(s) 2401-504-0002-000-8
 Project description 2 DAY - 6 MONTH SHORT TERM RENTAL

SANDRA JEAN BALLANTYNE
 Property Owner(s)
12436 57th ROAD NORTH
 Street Address
WEST PALM BEACH, FL 33411
 City State Zip
561-601-4344
 Phone Number
SANDY@SANDYCANHELP.COM
 Email Address

MICHELLE LONGARZO
 Applicant/Representative, Title, Company
715 SOUTH OCEAN DRIVE UNIT D
 Street Address
HUTCHINSON ISLAND FL 34949
 City State Zip
772-708-4557
 Phone Number
SLICEOFPARADISEFLORIDA@GMAIL.COM
 Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

[Signature]
 Property Owner(s) Signature(s)

Michelle L. Longarzo
 Signature

STATE OF FLORIDA - COUNTY of St Lucie
 The foregoing instrument was acknowledged before me this 2nd day of July, 2020, by
MICHELLE LONGARZO who is personally known to me or has produced
APPLICANT FOR SANDRA BALLANTYNE as identification.



LORETTA DENNIS
 MY COMMISSION # FF 145332
 EXPIRES: September 20, 2018
 Bonded Thru Budget Notary Services

Loretta Dennis
 Signature of Notary (seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____
 Intake Planner _____
 Planner Assigned _____
 Approved By _____ Date _____
 Comments _____

Intake Date Stamp

CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- If no site improvements are required:
 - As-built survey
 - Floor plan of existing building(s)
- If parking and drainage improvements are required:
 - As-built survey;
 - Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
 - Lighting plan
- Complete, notarized application

Application Type:

- Conditional Use: No new construction with no site improvements
- Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 680 Parking Spaces: 1

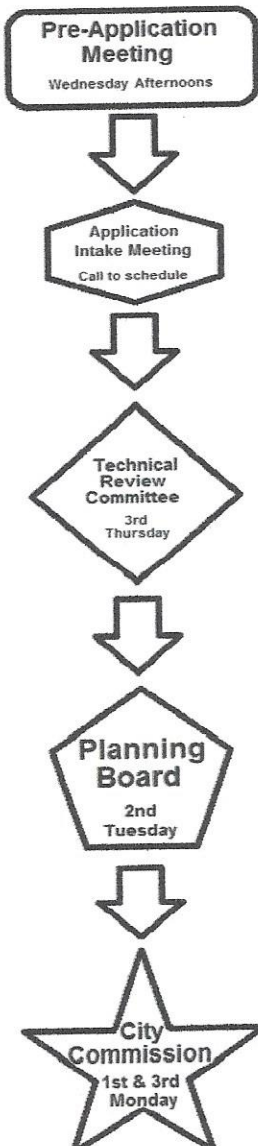
Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
R4A	R4A	R4A	R4A

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

- (1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.
- (2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.
- (3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook



CITY OF FORT PIERCE, FLORIDA

J. B. ...
Mayor
City Seal

ZONE _____

Nº 002875

CERTIFICATE OF OCCUPANCY

12-29 1977
(date issued)

The requirements of the Building Code and Zoning Ordinances of the City of Fort Pierce having been complied with in the _____ of the building located at No. 715
(~~construction~~ alteration)

S. OCEAN DR on the land described as follows: LOT 8, 11, 12
(street)

BLK 8 2401-503-0080-000/5

OCEANVIEW S/D

this Certificate of Occupancy is issued to K. M. BROOKS and authority is hereby _____
(name)

granted for the occupancy of said building as a 10 UNIT APARTMENT BLDG and for no other purpose
(type of occupancy)

Building Permit No. 30241 Construction Cost \$185,000⁰⁰

Dimensions of completed building 120'-8" X 35'-0"

I hereby agree to apply for the above certificate of occupancy when the work is completed.

Signed _____
(Owner or Owner's Representative)

CITY OF FORT PIERCE
Frank W. Hogg
Building Official

DATE 8/2 1977

**Narrative of Property 715 South Ocean Drive Unit B , Fort Pierce, Florida
34950:**

- 1) Transient rentals from 2 days to 6 months to bring out of area Florida and interstate revenue to promote new tourism in Fort Pierce.
- 2) Register for DBPR, Florida Sales Tax, St. Lucie Business Tax Receipt. Register for Sunbiz, File for EIN # and Fort Pierce Business Tax Receipt.
- 3) Intent to rent with Air BNB, VRBO, Facebook Market Place, any other social media or form of advertising.

**RULES & REGULATIONS of 715 South Ocean Drive Unit B, Fort Pierce,
FL 34949:**

- Remove all trash and dispose of in the provided trash can
- Peaceful enjoyment of common areas at reasonable hours without excessive noise or music
- Pets need to remain in compliance with local leash and pet fecal disposal laws.
- Smoking is prohibited
- Park in the drive way
- Do not litter
- Do not leave air conditioning on with windows open.
- Return A/C to 77 Degrees when check out occurs.
- Do not remove any property belonging to house except beach towels, beach folding chairs, sand toys and umbrellas. The exception items need to be returned to the house with the sand washed of prior to entry.
- Do not give out copies of keys to any one other than registered guest.
- Do not disturb or harass local wildlife such as sea turtles, manatees and any other wildlife.
- It is unlawful to walk on the sand dunes only use designated walkways.
- No illegal drugs allowed on property.
- No toxic chemicals allowed on property.
- Follow all local and state laws.

Management of Property 715 South Ocean Drive Unit B, Fort Pierce, FL 34949:

- 1) Provide direct customer service with 24/7 service available by phone, text and e-mail. Michelle Longarzo 772-708-4558 and sliceofparadiseflorida@gmail.com
- 2) Access to emergency contractors in plumbing, electrical and HVAC.
- 3) Maintain records of clientele, Name, address, contact number and e-mail.
- 4) Ensure all taxes are paid to the state and the county.
- 5) Provide clean linens, towels, dishware, glasses and beach towels.
- 6) Keep all appliances in clean and good working order.
- 7) Keep Heating & ventilation at minimum of 68 degrees Fahrenheit.
- 8) Maintain (1) locking device that cannot be opened by master key on the interior.
- 9) Maintain smoke alarms in every unit.
- 10) Maintain all electrical wires.
- 11) Maintain a fire extinguisher that is fully charged.
- 12) Maintain well lighted common areas.
- 13) Maintain notifications in the residence that all dishware is cleaned and sanitized by dishwasher only.
- 14) Maintain all areas odor free, clean and in good repair.
- 15) Keep all toxic chemicals labeled and properly stored.
- 16) Supply adequate potable water.
- 17) Protect ice machines from self-contamination.
- 18) Maintain the unit vermin free.
- 19) Maintain extermination throughout the unit bi-weekly.
- 20) Maintain Hot / Cold in every sink.
- 21) Removal of trash

Property Identification

Site Address:	715 S OCEAN DR B
Parcel ID:	2401-504-0002-000-8
Account #:	15009
Map ID:	24/01G
Use Type:	0400
Zoning:	HI Medium
City/County:	Fort Pierce

Ownership

Sandra Jean Ballfentyne
12436 57th Rd N
West Palm Beach, FL 33411

Legal Description

BOARDWALK CONDOMINIUM UNIT B

Total Areas

Finished/Under Air (SF):
Gross Sketched Area (SF):
Land Size (acres):
Land Size (SF):

Current Values

Just/Market Value:	\$85,000
Assessed Value:	\$78,540
Exemptions:	\$0
Taxable Value:	\$78,540

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Property Identification

Site Address:	715 S OCEAN DR B
Parcel ID:	2401-504-0002-000-8
Account #:	15009
Map ID:	24/01G
Use Type:	0400
Zoning:	HI Medium
City/County:	Fort Pierce

Ownership

Sandra Jean Ballantyne
12436 57th Rd N
West Palm Beach, FL 33411

Total Areas

Finished/Under Air (SF):
Gross Sketched Area (SF):
Land Size (acres):
Land Size (SF):

Legal Description

BOARDWALK CONDOMINIUM UNIT B

Current Values

Just/Market Value:	\$85,000
Assessed Value:	\$78,540
Exemptions:	\$0
Taxable Value:	\$78,540

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: [Download PDF](#)

Sale History

Date:	Dec 10, 2019
Book/Page:	4356 / 2931
Sale Code:	0001
Deed:	WD
Grantor:	Ross Judith
Price:	\$115,000
Date:	Mar 17, 2017
Book/Page:	3979 / 0937
Sale Code:	0111
Deed:	QC
Grantor:	Ross Judith
Price:	\$100
Date:	Mar 17, 2017
Book/Page:	3979 / 0937
Sale Code:	0111
Deed:	QC

Grantor:	Ross Brian
Price:	\$100
Date:	Sep 21, 2015
Book/Page:	3791 / 0169
Sale Code:	0112
Deed:	SP
Grantor:	Federal National Mortgage Assc
Price:	\$80,000
Date:	May 8, 2015
Book/Page:	3744 / 2010
Sale Code:	0112
Deed:	CT
Grantor:	Boardwalk Owners Association Inc
Price:	\$0
Date:	Jun 11, 2014
Book/Page:	3642 / 0640
Sale Code:	0111
Deed:	CT
Grantor:	Boardwalk Owners Association Inc
Price:	\$3,100
Date:	Feb 26, 2014
Book/Page:	3607 / 2005
Sale Code:	0111
Deed:	CT
Grantor:	Hernandez Hernando
Price:	\$26,800
Date:	Jul 31, 2002
Book/Page:	1564 / 1961
Sale Code:	XX01
Deed:	WD
Grantor:	Baertl Otmar W
Price:	\$74,000
Date:	Apr 10, 1991
Book/Page:	0733 / 1805
Sale Code:	XX00
Deed:	WD
Grantor:	Lglas Roger J
Price:	\$54,000
Date:	May 1, 1985
Book/Page:	0465 / 1625
Sale Code:	XX02
Deed:	CV
Grantor:	
Price:	\$455,000
Date:	May 1, 1985
Book/Page:	0465 / 1625
Sale Code:	XX02
Deed:	CV
Grantor:	Roger J Hites
Price:	\$455,000

Building Information (1 of 1)

Finished Area: 680 SF

Gross Sketched Area: 680 SF

Exterior Data

View:
 Building Type: X019
 Grade: X19B
 Story Height: 1 Story

Roof Cover:
 Year Built: 1982
 Effective Year: 1982
 No. Units: 1

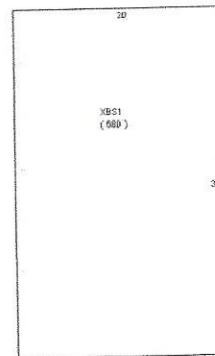
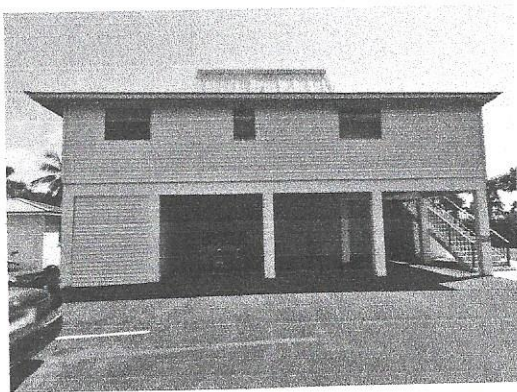
Roof Structure:
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 1
 Full Baths: 1
 Half Baths: 0
 A/C %: 0%

Electric:
 Heat Type:
 Heat Fuel:
 Heated %: 0%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors:
 Sprinkled %: 0%



Special Features and Yard Items

Current Year Values

Current Values Breakdown

Building:	\$85,000
Land:	\$0
Just/Market:	\$85,000
Ag Credit:	\$0
Save Our Homes or 10% Cap:	\$6,460
Assessed:	\$78,540
Exemption(s):	\$0
Taxable:	\$78,540

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	0.6	Fort Pierce Stormwater Charge	\$41.40

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount

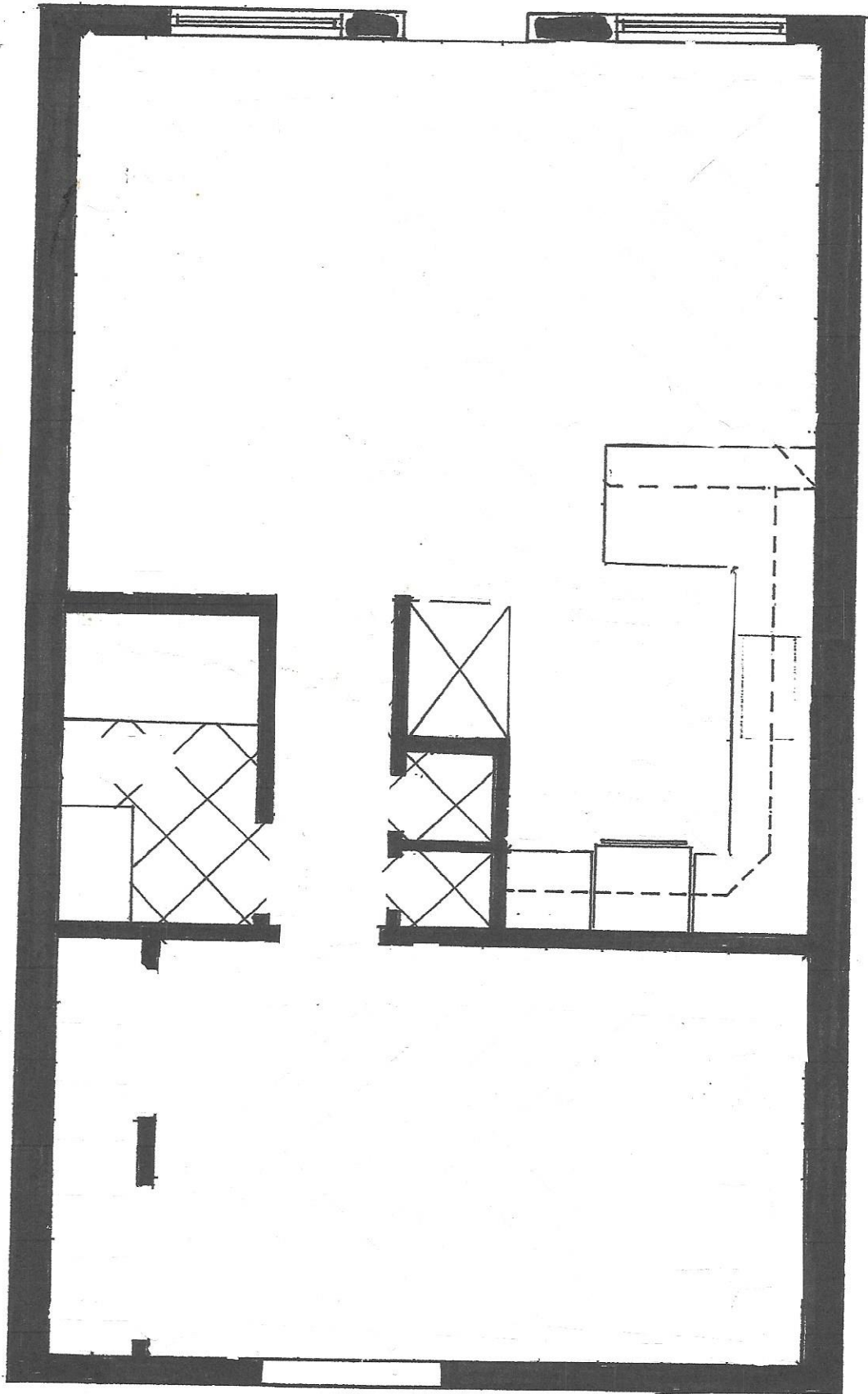
Historical Values

Permits

Number:	MC2004392
Issue Date:	Dec 17, 2004
Description:	Air Conditioning Only
Amount:	\$1,650
Fee:	\$75

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - Ballantyne Vacation Rental - 715 S. Ocean Drive, Unit B

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: October 4th, 2020

NOTICE BY MAIL: September 30th, 2020

NOTICE BY SIGNS: October 7th, 2020

VERIFIED BY: Jennifer Hofmeister

TITLE: Planning Director

SIGNATURE:

DATE: October 19th, 2020



Submission of Sworn Public Comment for Public Hearings Legislative and Quasi-Judicial

The asterisk denotes a required field in order for the comments to be submitted for consideration.

Your name*

	Charlene	Adair
Prefix	First Name	Last Name

Your address*

1710 Francis CT	Fort Pierce
Street Address	City

Meeting Date*

9/21/20

Agenda Item*

12C

Contact Information

cbadair4884@gmail.com	772-285-3757
Email	Phone

Comments at public hearings are limited to **three minutes** per speaker. The decorum policy of the Commission shall apply to all comments, either oral or written, pursuant to Sec. 2-35 of the Fort Pierce Code of Ordinances. Comments read into the record by the City Clerk will be limited to three minutes. Email completed form to: cityclerk@cityoffortpierce.com

TESTIMONY/COMMENTS*

Madam Mayor and Commissioners,

I respectfully ask that you add Conditions to those as listed that address the following issues in order to ensure the well being and safety of the community and of the renters of this property:

*No permits issued (Conditional Use, BTR, DBPR) until all requirements are successfully met as listed in the TRC comments by Building and the Fire Marshall. (Change of use to transient, site plans, building permits, sprinklers, etc.). Please indicate for public reassurance exactly how this will be managed and by whom.

*Max number of people allowed in unit. This is a great spring break location!

I swear or affirm, under oath, that the statement herein is the truth, the whole truth and nothing

Charlene Adair

Save and Print

Submit

TESTIMONY/COMMENTS (continued)

*Requirement to perform background checks per Article XVII - The Lauren Book Child Safety Ordinance, Section 21-277 and with F.S. 775.215. This property is across from one public park and close to several others.

*Post an accessible sign to indicate the 24/7 property manager contact information for response to issues.

Respectfully submitted,
Charlene

City Commission Regular Meeting - 4:30 pm

12. d.

Meeting Date: 10/19/2020

Re: Annexation - 504 Tumblin Kling Road - Jetson Investments Inc

SUBJECT:

Legislative Hearing - Ordinance 20-029 - extending the territorial limits of the City of Fort Pierce, to include 504 Tumblin Kling Road in Fort Pierce, Florida. FIRST READING

SUMMARY:

A Voluntary Application for Annexation of a parcel of land along with a Future Land Use Designation of General Commercial (GC) and a Zoning designation of General Commercial (C-3).

RECOMMENDATION:

Approve

ALTERNATIVES:

Disapprove

RESPONSIBLE STAFF:

Brandon C. Creagan, MCRP, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of \$88,871.

Attachments

Ordinance 20-029

Staff Presentation

Staff Packet

Applicant Packet

Public Certification Notification

Form Review

Inbox

City Manager

Form Started By: Brandon Creagan

Final Approval Date: 10/07/2020

Reviewed By

Nick Mimms

Date

10/07/2020 06:15 PM

Started On: 10/07/2020 03:18 PM

ORDINANCE NO. 20-029

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **504 TUMBLIN KLING ROAD IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signatures of all owners of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their September 8, 2020 meeting, voted 7 to 0 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on September 20, 2020, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on September 20, 2020, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto and incorporated herein; and annexed into the City:

a) Parcel IDs: 2434-314-0005-000-8

THE SOUTH 150 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 90 FEET THEREOF, AND LESS THE WEST 60 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

AND

THE WEST 150 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LESS THE SOUTH 150 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

AND

THE EAST 180 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 75 FEET THEREOF, AND LESS THE WEST 90 FEET OF THE SOUTH 150 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. (ORB 3453, PG. 974)

Said property containing 3.64 acres said property being generally located at 504 Tumblin Kling Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2021 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned General Commercial (C-3) and assigned a Future Land Use Designation of General Commercial (GC), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

Pete Sweeney
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 20-029 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, October 4, 2020 and Sunday, October 11, 2020; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on October 19, 2020; and was duly introduced, read by title only, and passed on second and final reading November 2, 2020, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of November, 2020.

Linda Hudson
MAYOR COMMISSIONER

ATTEST

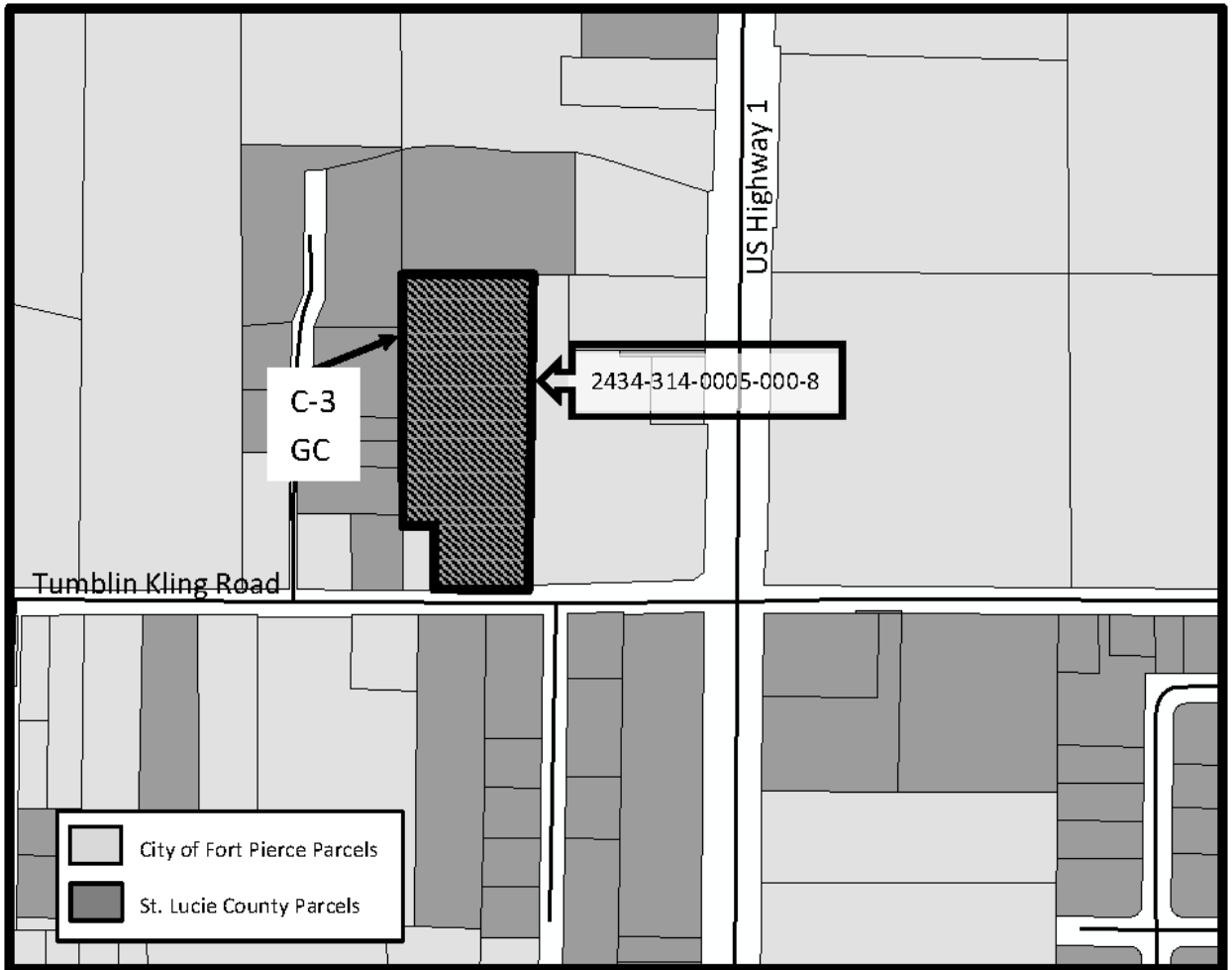
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension



EXHIBIT B
Zoning & Future Land Use Designation Assignment



*The property to be annexed currently has a zoning of Commercial General (CG) with a Future Land Use of Commercial (COM). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of General Commercial (C-3) and have a Future Land Use Designation of General Commercial (GC).

Application for Annexation



504 Tumblin Kling Road



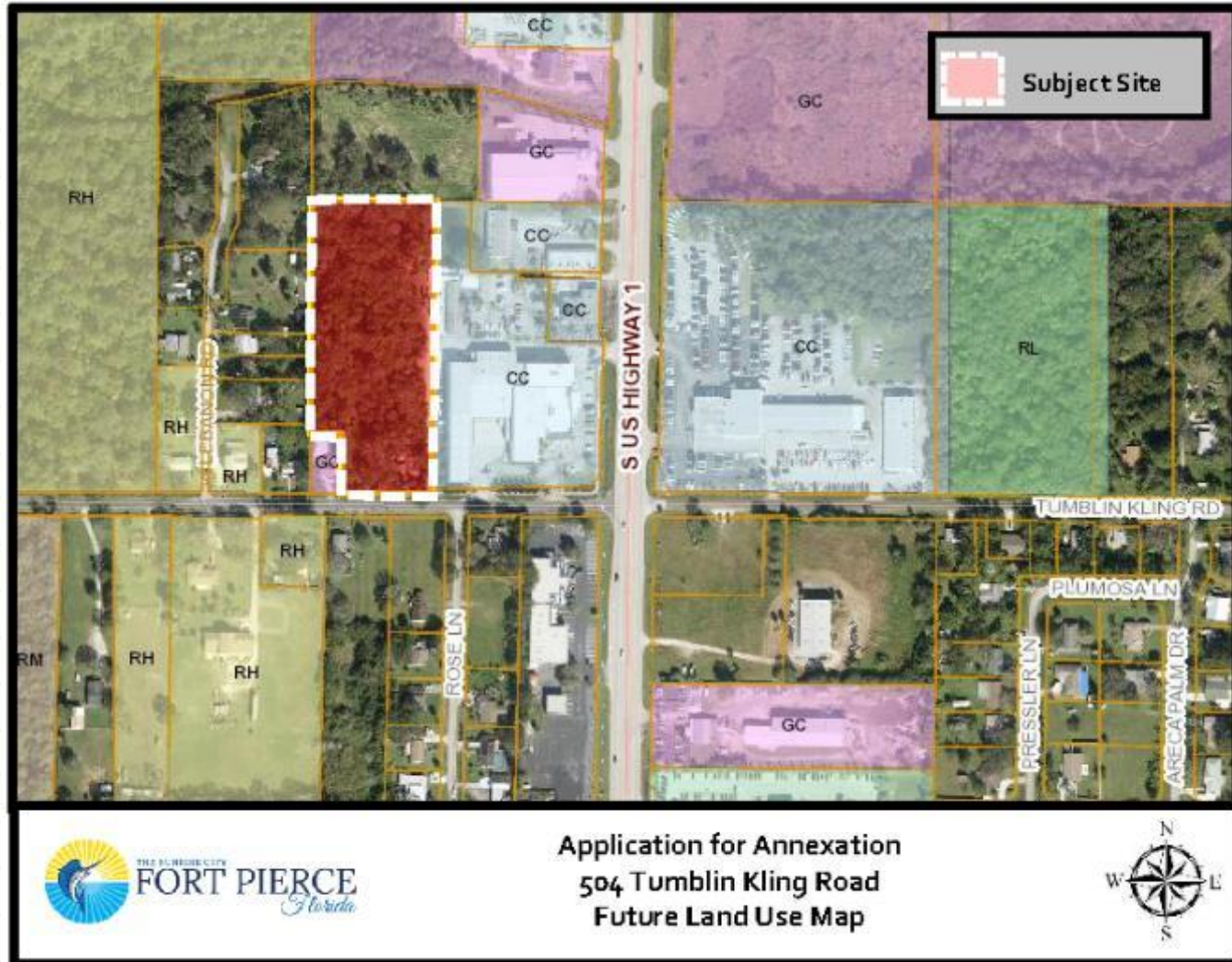
Site Aerial Map



Application for Annexation
504 Tumblin Kling Road
Aerial Map

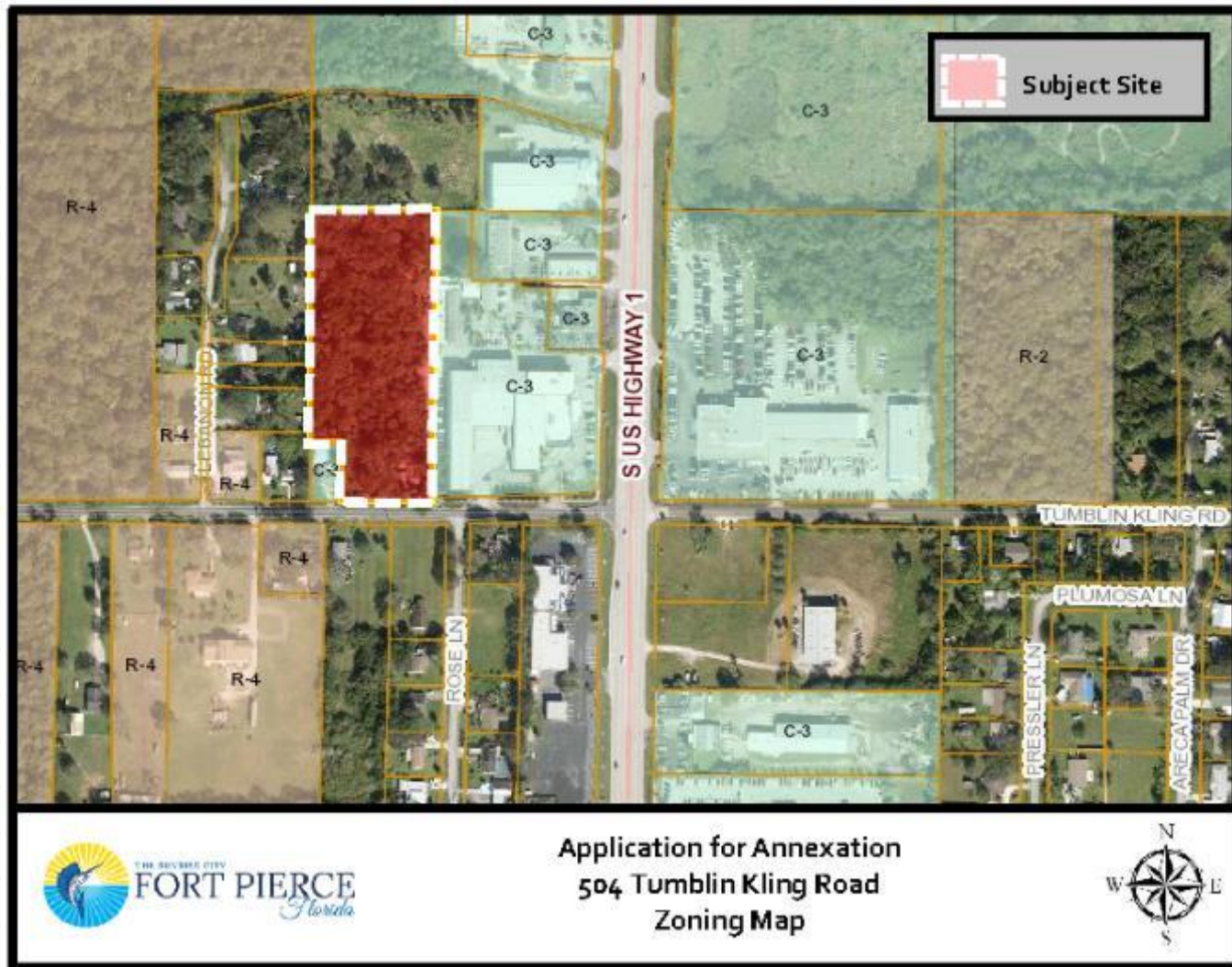


Future Land Use Map



- Current County FLU: Commercial (COM)
- Proposed City FLU: General Commercial (GC)

Zoning Map



- Current County Zoning: Commercial General (CG)
- Proposed City Zoning: General Commercial (C-3)

Staff Recommendation...

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

Planning Staff recommends that the City Commission approve the proposed annexation along with the Future Land Use Designation of GC and Zoning of C-3.

CC Recommendations

Possible actions of City Commission:

- APPROVE the proposed Annexation
 - Staff recommends approval
 - Planning Board voted 7-0 to recommend approval
- DISAPPROVE the proposed Annexation.

Application for Annexation



504 Tumblin Kling Road



TO: Nicholas Mimms, P.E., ICMA-CM, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Brandon Creagan, MCRP, LEED Green Associate, Planner

RE: **Application for Annexation
 504 Tumblin Kling Road**

BOARD DATE: October 19, 2020

STAFF REPORT

Property Owner/Applicant: Jetson Investments Inc.
 4145 S US Highway 1
 Fort Pierce, FL 34982

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land

Site Location: 504 Tumblin Kling Road Fort Pierce, Florida

Parcel ID: 2434-314-0005-000-8

Parcel Size: 3.64 acres

Current Future Land Use: Commercial (St. Lucie County) (COM)

Current Zoning: Commercial General (St. Lucie County) (CG)

Proposed Future Land Use: General Commercial (GC)

Proposed Zoning: General Commercial (C-3)

	North	East	South	West
Surrounding FLU:	COM (SLC)	CC (FP)	COM (SLC)	RH (SLC) GC (FP)
Surrounding Zoning:	CG (SLC)	C-3 (FP)	RM-11 (SLC)	RM-11 & RS-3 (SLC) C-3 (FP)

Utilities: FPUA

Staff Analysis:

Request

The applicant is requesting a voluntary annexation of property at 504 Tumblin Kling Road in Fort Pierce, Florida. The parcel ID is 2434-314-0005-000-8.



The subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a compatible zoning designation of Commercial General (CG). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation would be General Commercial (GC) with a zoning classification of General Commercial (C-3).

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The subject proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current taxable value of the property is \$88,871. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000. Currently the property has a vacant structure on it and the applicants wish to fully develop the property into an expansion for Jetsons, which is abutting the eastern property line.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery".

The subject property is located in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. This property abuts property to the east and west that is within the City Limits. The annexation of this property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. The applicant is requesting that the City of Fort Pierce Future Land Use and Zoning designations remain consistent with the current County designation and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Designations of GC and C-3, respectively, would be consistent with Policy 1.11.5. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office on September 18, 2020, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission.

Planning Board


the City of Fort Pierce Planning Board, at their September 8, 2020 meeting, voted 7 to 0 to recommend Approval of the annexation.

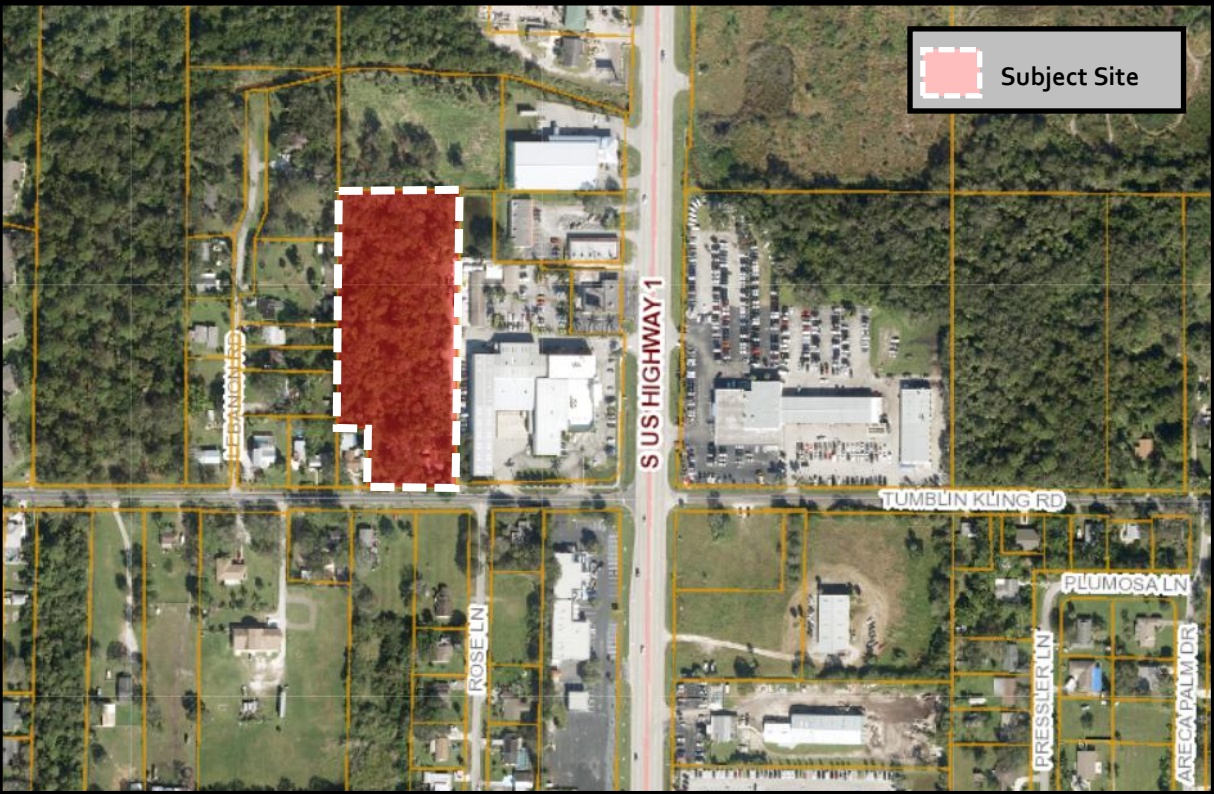
Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation


As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the Planning Board recommend approval of the proposed annexation Future Land Use designation of GC and the Zoning designation of C-3.

 Subject Site



Application for Annexation
504 Tumblin Kling Road
Aerial Map




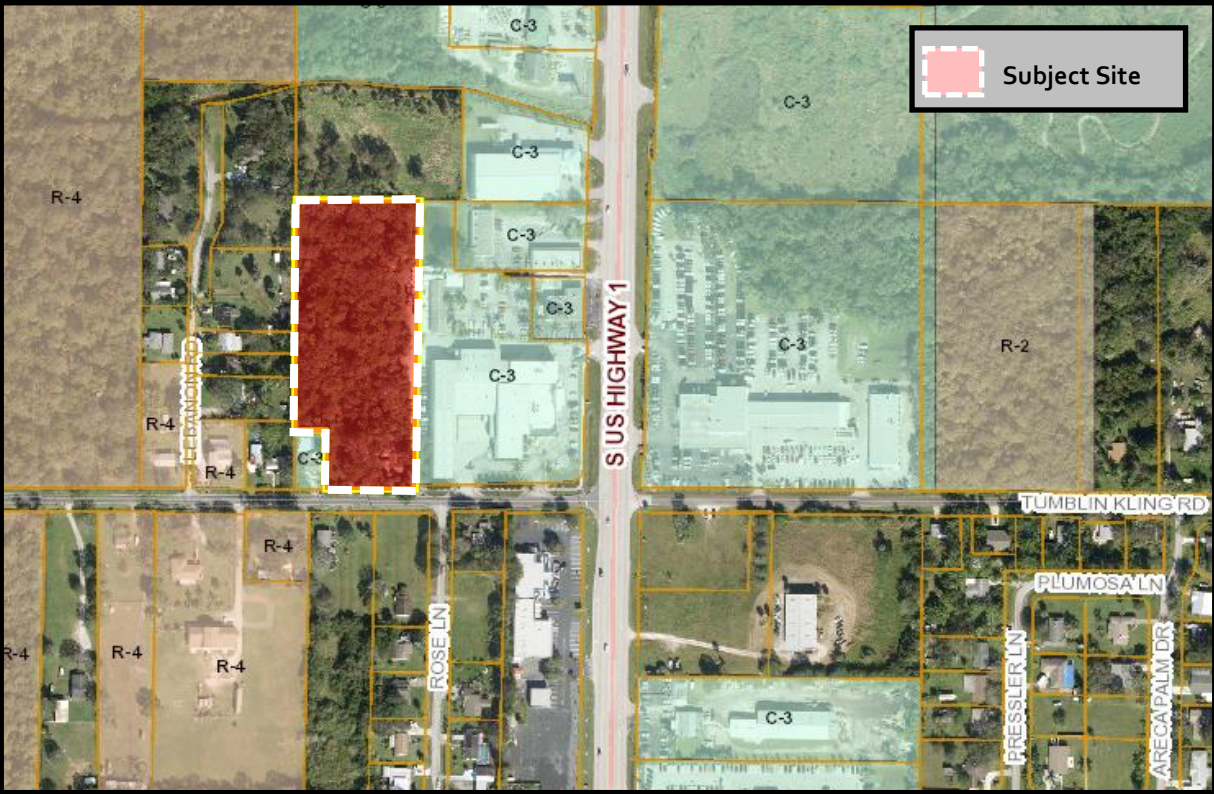
 Subject Site



Application for Annexation
504 Tumblin Kling Road
Future Land Use Map



 Subject Site



Application for Annexation
504 Tumblin Kling Road
Zoning Map





THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT

Florida

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Annexation – 504 Tumbling Kling Road - Jetsons

DATE : August 10, 2020

This is to advise you that we have completed the review of the following documents as received by this office on August 6, 2020:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Application For Annexation | <input checked="" type="checkbox"/> Boundary Survey |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews, we

- | | | |
|--|---|------------------------------|
| <input checked="" type="checkbox"/> Recommend | <input type="checkbox"/> Do Not Recommend | |
| <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Building Permit | <input type="checkbox"/> C/O |

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

See attached for engineering conditions of approval

JRA/jra



Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee Meeting

August 20, 2020

TECHNICAL REVIEW PROJECT # 20-02000003

Annexation - 504 Tumblin Kling Road - Jetsons

Comments

FPUA W/WW Engineering: No comment

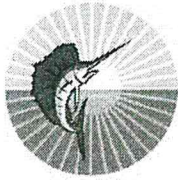
FPUA Electric & Gas Engineering: No comment



Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.

www.fpua.com





APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC (*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: 504 Tumblin Kling Road

2. Legal description of real property for which annexation is being requested:
See attached survey

Property Tax ID: 2434-314-0005-000-8

3. Size of described property: 3.64 ac.

4. Project description: Annex entire property

5. Current St. Lucie County Future Land Use Designation: Com.

6. Current St. Lucie County Zoning: Comm. Gen.

7. Is this a Historic property? No.

8. Appraised value: \$330,400 (Just/Market Value, per SLC PA)


9. Name of Owner(s): JOHN THORNER III

Signature of Owner(s): [Signature]

Mailing Address: 4145 S US1

City FT PIERCE State FL Zip 34982

Phone 772 464-7050 Fax 772 466-5121

10. Name of Representative: MBV Engineering, Inc. - Mr. Ryan McLean
Signature of representative: 
Mailing Address: 1835 20th Street
City) Vero Beach State FL Zip 32960
Phone 772-569-0035 Fax 772-778-3617
E-mail: ryanm@mbveng.com

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

OFFICE USE:		
DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

This Instrument Prepared by and Return to:
Gonano & Harrell
1600 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT PIERCE, FLORIDA 34950
Our File No. 1565.035
Florida Documentary Stamps have been paid hereon.

_____ Space above this line for Recording Data _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made the 16th day of **June, 2020** by **Marilyn L. Richards, an un-remarried widow** hereinafter called the Grantor, to **Jetson Investments, Inc., a Florida corporation** whose post office address is **4145 U.S. 1, Fort Pierce, FL 34982**, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of a corporation)

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of **FIVE HUNDRED TWENTY FIVE THOUSAND AND 00/100 (\$25,000.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in ST. LUCIE County, State of Florida, viz.:

SEE EXHIBIT "A"

SUBJECT TO: all restrictions, reservations, covenants, conditions, easements, mortgages and liens of record; all governmental zoning regulations, resolutions, and ordinances; and taxes accruing subsequent to December 31, 2019.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants that the premises are free from all encumbrances made by Grantor and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the property to the Grantee above named and Grantee's heirs, successors, and assigns, against every person lawfully claiming the property, or any part thereof, by, through, or under the Grantor, but not otherwise.

This property is the homestead of Grantor.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Edward W Becht
Witness #1 Signature

Edward W. Becht
Witness #1 Printed Name

Michael K Russell
Witness #2 Signature

Michael K. Russell
Witness #2 Printed Name

x Marilyn L. Richards by
By: Elizabeth R. Russell, her attorney-in-
fact
Marilyn L. Richards by Elizabeth R. Russell, her attorney-
in-fact

State of Florida
County of Saint Lucie

The foregoing instrument was acknowledged by means of physical presence or online notarization
this 10th day of June, 2020, by Marilyn L. Richards by Elizabeth R. Russell, her attorney-in-fact who
is/are personally known to me or has/have produced _____ as identification.

SEAL



EDWARD W. BECHT
Commission # GG 206856
Expires May 12, 2022
Bonded Thru Budget Notary Services

Edward W Becht
Notary Public

Printed Notary Name

My Commission Expires:

EXHIBIT A

Parcel 1 (Deed Legal)

The South 150 feet of the W 1/2 of the SE 1/4 of the NE 1/4 of the SW 1/4, LESS the East 90 feet thereof, and LESS the West 60 feet thereof, and LESS the South 25 Feet for Road Right of Way, said land lying and being in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida,

AND

The West 150 feet of the W 1/2 of the SE 1/4 of the NE 1/4 of the SW 1/4, LESS the South 150 feet thereof, said land lying and being in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida

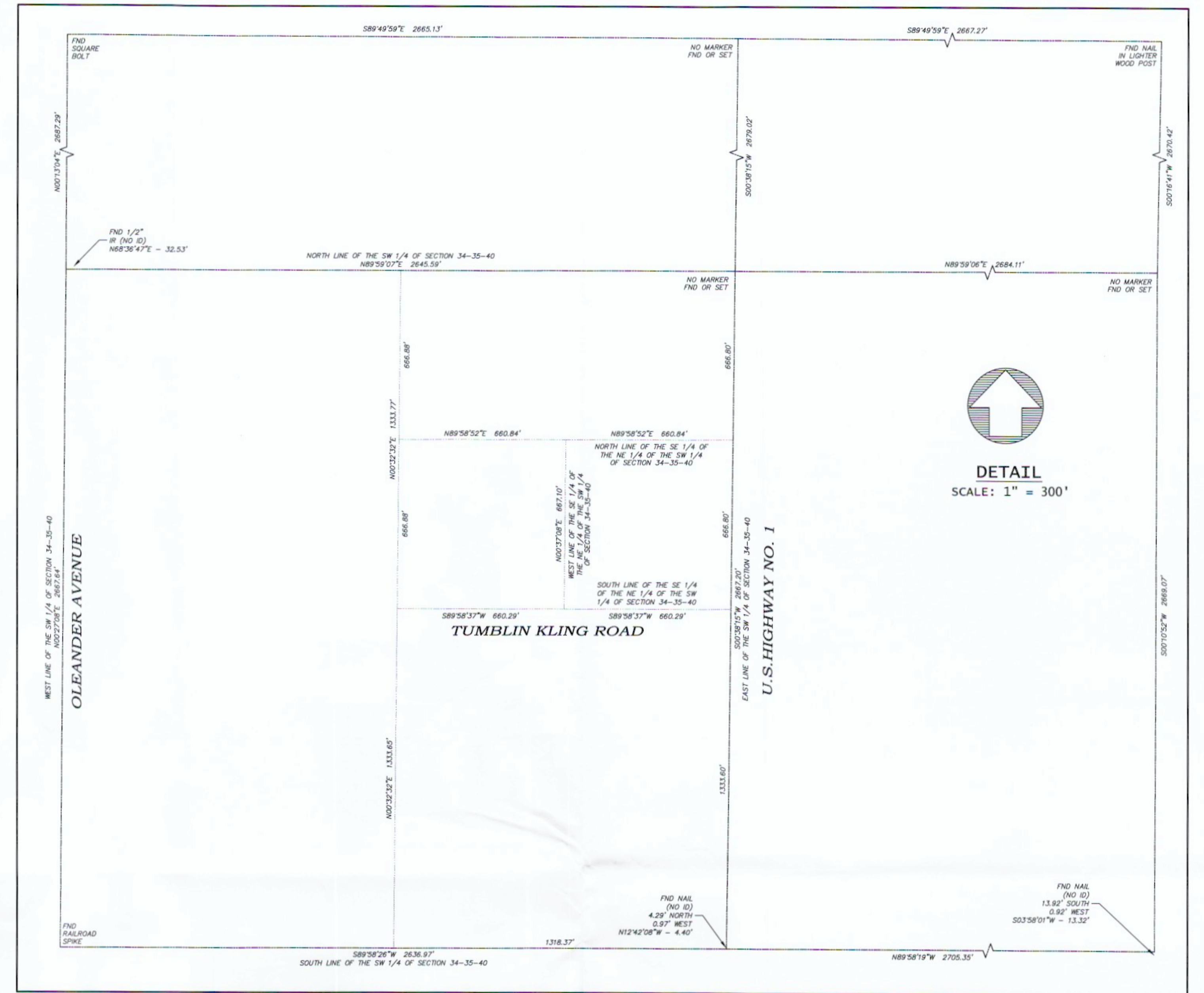
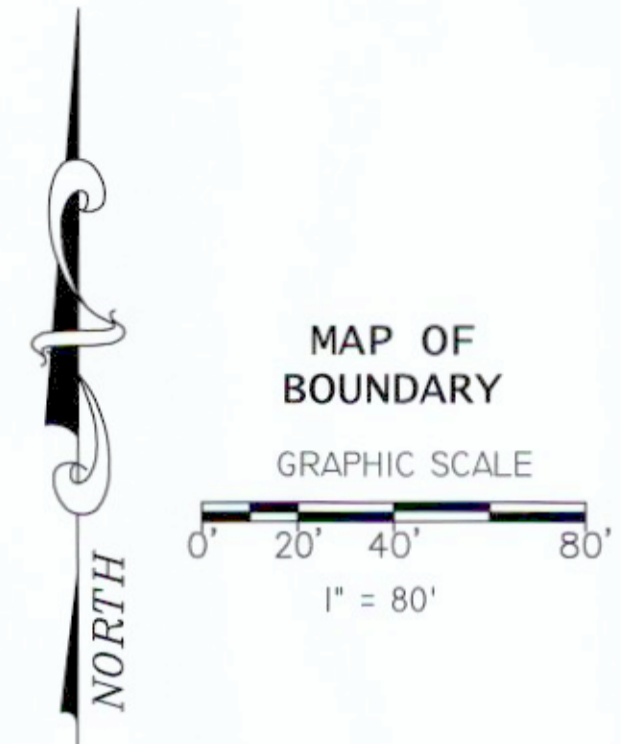
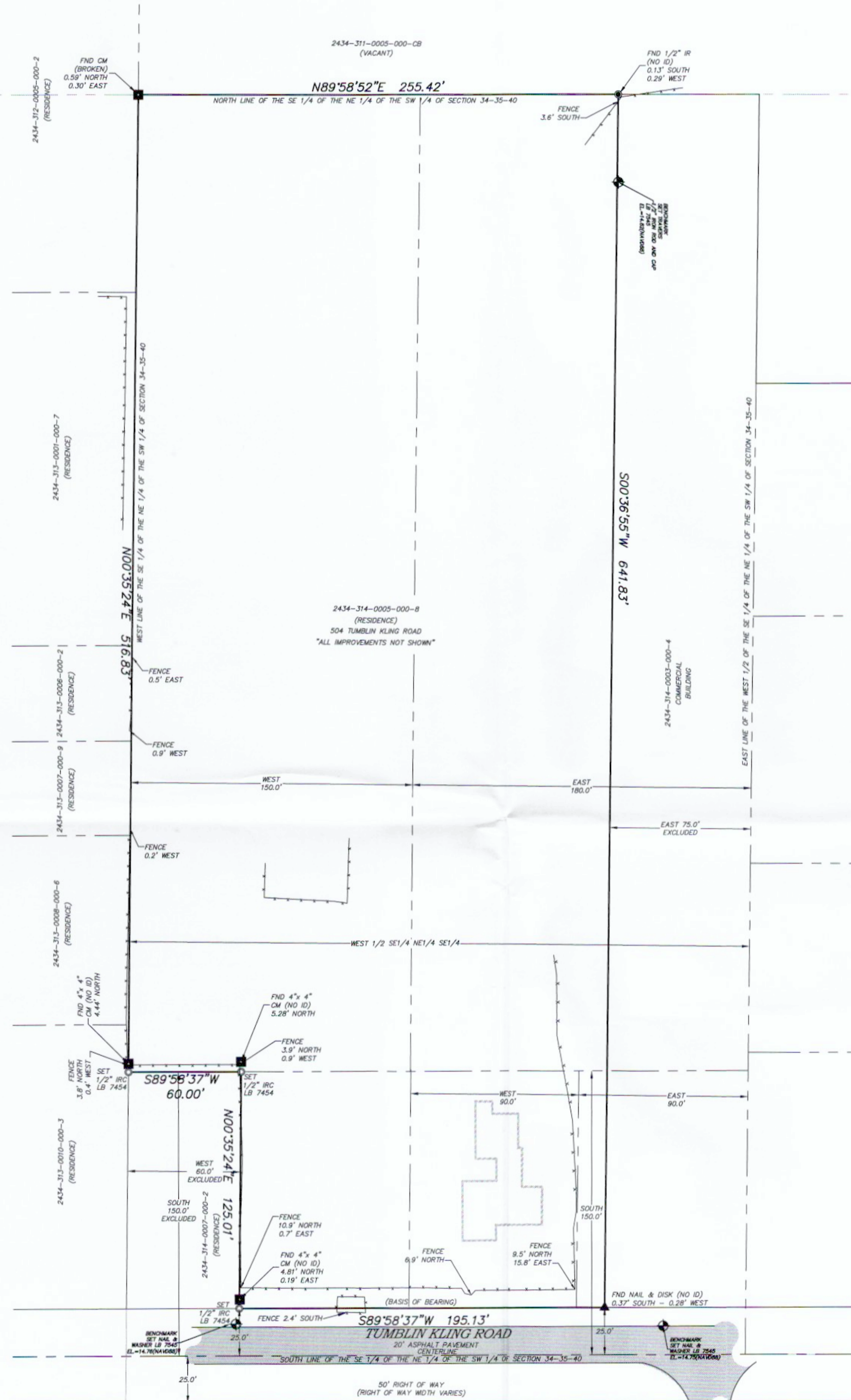
AND

The East 180 feet of the W 1/2 of the SE 1/4 of the NE 1/4 of the SW 1/4, LESS the East 75 feet thereof, and LESS the West 90 feet of the South 150 feet thereof, and LESS the South 25 feet for Road Right of Way said land lying and being in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida

Parcel 2 (Overall Parcel per property appraiser)

W 1/2 of the SE 1/4 of the NE 1/4 of the SW 1/4, LESS the East 75 feet thereof, and LESS the West 60 feet of the South 150 feet thereof and LESS the South 25 feet for Road Right of Way said land lying and being in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida,

*24/3
6-10-20*



LEGAL DESCRIPTION (ORB 3453, PG. 974):

THE SOUTH 150 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 90 FEET THEREOF, AND LESS THE WEST 90 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

AND

THE WEST 150 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LESS THE SOUTH 150 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

AND

THE EAST 180 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 75 FEET THEREOF, AND LESS THE WEST 90 FEET OF THE SOUTH 150 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

ALSO INCLUDING

THE WEST 90 FEET OF THE SOUTH 150 FEET THE EAST 180 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

(OVERALL PARCEL ALSO DESCRIBED AS):

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 75 FEET THEREOF, AND LESS THE WEST 60 FEET OF THE SOUTH 150 FEET THEREOF AND LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT OF WAY. SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

SURVEYOR'S NOTES

- 1.) THIS SURVEY DOES NOT DETERMINE OR INDICATE LAND OWNERSHIP.
- 2.) THE SURVEYOR DID NOT RESEARCH OR ABSTRACT THE LAND RECORDS FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE PLAN DESIGNATIONS, ADJOINING DEEDS, LIENS, MURPHY ACT RIGHTS-OF-WAY, AREAS OF LOCAL CONCERN, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF INFORMATION PROVIDED BY THE CLIENT OR INFORMATION OTHERWISE KNOWN TO THE SURVEYOR AND MAY NOT BE COMPLETE.
- 3.) UNDERGROUND UTILITIES, BUILDING FOUNDATIONS, AND OTHER UNDERGROUND FIXED IMPROVEMENTS WERE NOT LOCATED, UNLESS OTHERWISE INDICATED. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF SURFACE INDICATIONS OBSERVED BY THE SURVEYOR AND MAY NOT BE COMPLETE. ALL UNDERGROUND UTILITIES MUST BE FIELD VERIFIED PRIOR TO EXCAVATION OR CONSTRUCTION.
- 4.) JURISDICTIONAL WETLANDS AND ENDANGERED OR THREATENED SPECIES HABITAT, IF ANY, THAT MAY EXIST ON OR AROUND THE SURVEY SITE WERE NOT DETERMINED OR LOCATED.
- 5.) THE SURVEY DATE IS THE FIELD DATE SHOWN IN THE TITLE BLOCK, NOT THE SIGNATURE DATE.
- 6.) THIS SITE LIES WITHIN FLOOD ZONE "X", ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 12111C0189J, DATED FEBRUARY 16, 2012.
- 7.) ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 REFERENCING NOS BENCHMARK Y 430 (PID A77511) AT AN ELEVATION OF 13.45 FEET (NAVD88).
- 8.) BEARINGS SHOWN HEREON REFER TO STATE PLANE COORDINATES FLORIDA EAST ZONE, NAD83, 2011 ADJUSTMENT AND WERE ESTABLISHED BY DERIVING A GRID BEARING OF S89°58'06"W ALONG THE NORTH RIGHT OF WAY LINE TUMBLIN KLING ROAD.
- 9.) COMMONWEALTH LAND TITLE COMMITMENT ORDER NUMBER: 8461771, DATED 05/28/2020 WAS PROVIDED AND REVIEWED BY SURVEYOR.

LEGEND	
BB = BOTTLEBRUSH	OHW = OVERHEAD WIRE
BFP = BACKFLOW PREVENTER	O.R.B. = OFFICIAL RECORDS BOOK
BOC = BACK OF CURB	(P) = PLAT
BWF = BARBED WIRE FENCE	P.B. = PLAT BOOK
CLF = CHAIN LINK FENCE	PERF = PERFORATED
CLP = CONCRETE LIGHT POLE	PG. = PAGE
CM = CONCRETE MONUMENT	PM = PALM
CMP = CORRUGATED METAL PIPE	PSM = PROFESSIONAL SURVEYOR AND MAPPER
CONC. = CONCRETE	PVC = POLY VINYL CHLORIDE
COVD. = COVERED	RPZ = REVERSE PRESSURE ZONE
C/S = CONCRETE SLAB	RCP = REINFORCED CONCRETE PIPE
(D) = DESCRIPTION	SRVYED = SURVEYED
DDCV = DOUBLE DETECTOR CHECK VALE	SOFT. = SOFTENER
EL = ELEVATION	SS = SANITARY SEWER
ELEC. = ELECTRIC	SSCO = SANITARY SEWER CLEAN-OUT
EM = ELECTRIC METER	TC = TOP CONCRETE PARKING
EP = EDGE OF PAVEMENT	TOB = TOP OF BANK
FFE = FINISHED FLOOR ELEVATION	TOS = TOP OF SLOPE
FM = FORCE MAIN	TRNS = TRANSFORMER
FND. = FOUND	TW = TOP WALK
GEN. = GENERATOR	UG = UNDERGROUND
GV = GATE VALVE	WD = WOOD FENCE
H/C = HANDICAP	WL = WATER LINE
HW = HEADWALL	WM = WATER METER
ID = IDENTIFICATION	
IP = IRON PIPE	● = CABLE RISER
IR = IRON ROD	● = FIRE HYDRANT
ICV = IRRIGATION CONTROL VALVE	○ = IRON ROD WITH CAP
IRC = IRON ROD WITH CAP	○ = GUY ANCHOR
LB = LICENSED BUSINESS	○ = UTILITY POLE
LP = LIGHT POLE	○ = WATER GATE VALVE IN 2'X2' CONCRETE
LS = LICENSED SURVEYOR	○ = WATER METER
MH = MANHOLE	○ = WATER METER
● = PINE TREE	○ = GATE VALVE
★ = PALM TREE	
○ = OAK TREE	
○ = HARDWOOD	

INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING
 CERTIFICATE OF AUTHORIZATION No. LB 7545
 1835 20TH STREET, VERO BEACH, FLORIDA 32960
 PHONE (772) 569-7880 FAX (772) 778-3617

REVISIONS	DATE
RECERTIFIED	6/16/2020

504 TUMBLIN KLING ROAD
 CERTIFIED TO:
 COMMONWEALTH LAND TITLE INSURANCE COMPANY
 LAW OFFICES OF GOWLAND & HARRELL
 MARLYN L. RICHARDS
 JETSON INVESTMENTS, INC., A FLORIDA CORPORATION
 EDWARD W. BECHT, P.A.

FIELD BOOK 72	DRAWN RAF
PAGE(S) 31-48	SCALE (AS NOTED)
FIELD DATE 01/20/20	JOB # IRS-19-408

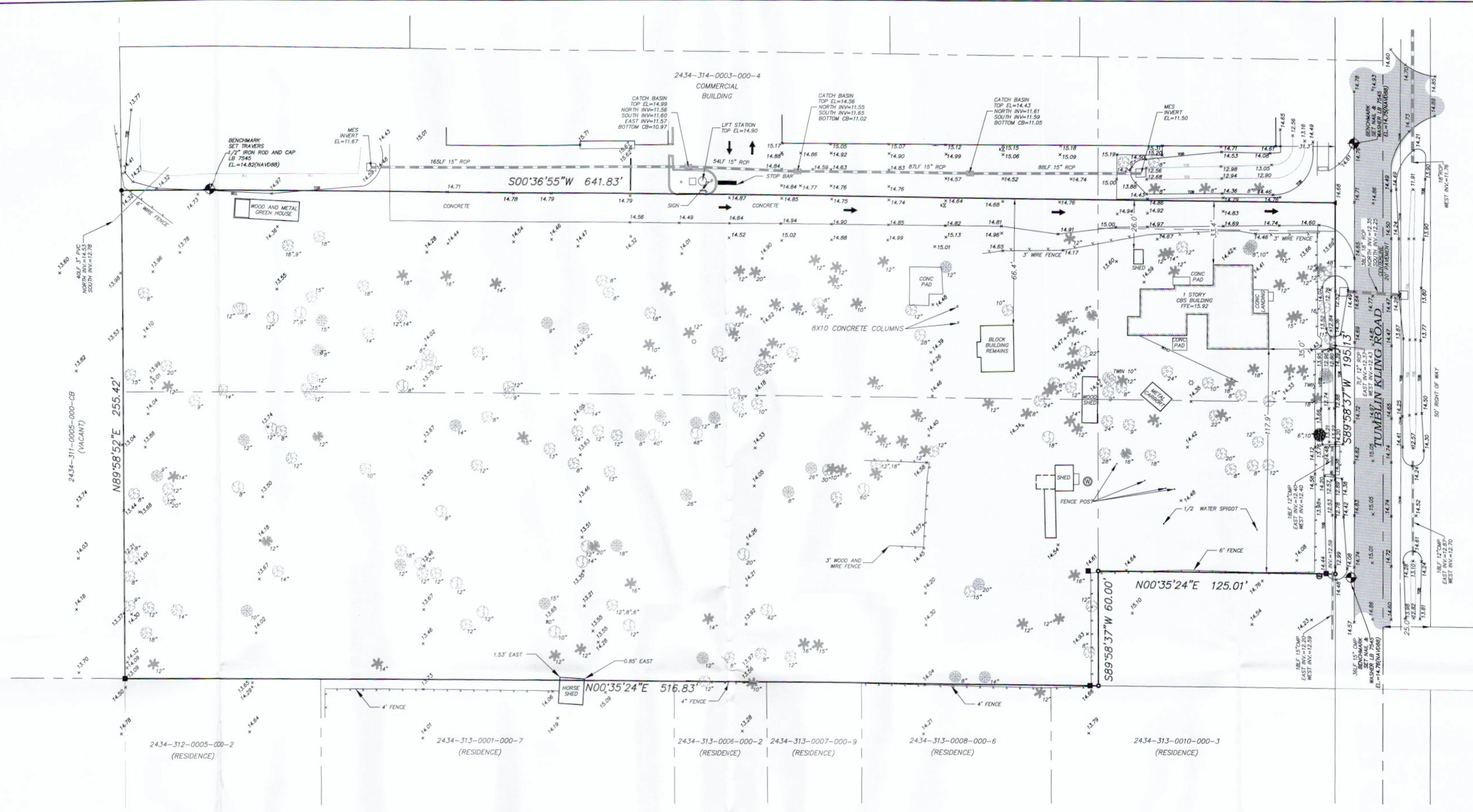
SHEET
1
 OF
2

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

STEVE CARTECHINE, 154895
 FLORIDA REGISTERED LAND SURVEYOR

07/06/2020
 DATE

NOT COMPLETE WITHOUT BOTH SHEETS 1 AND 2



MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

NORTH

GRAPHIC SCALE
0' 15' 30' 60'
1" = 30'

LEGEND	
BB = BOTTLEBRUSH	OHW = OVERHEAD WIRE
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REVISIONS	DATE
CERTIFIED	6/16/2020

504 TUMBLIN KLING ROAD
 CERTIFIED TO:
 COMMONWEALTH LAND TITLE INSURANCE COMPANY
 LAW OFFICES OF GONANO & HARRELL
 MARILYN L. RICHARDS
 JETSON INVESTMENTS, INC., A FLORIDA CORPORATION
 EDWARD W. BECHT, P.A.

FIELD BOOK	DRAWN	SHEET
72	RAF	2
PAGE(S)	SCALE	2
31-48	1"=30'	2
FIELD DATE	JOB #	OF
01/20/20	IRS-19-408	

NOT VALID WITHOUT BOTH SHEETS 1 AND 2

© LANDMARC SURVEYS PROJECTS (000-000-000-000) - 504 Tumbolin Kling Road | SURVEY (000-000-000-000) - 19-408-001 | MapScale: 1" = 30', 2020 - 1:1000 | SH-1



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT *Florida*

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation - 504 Tumblin Kling Road

NOTICES PROVIDED PURSUANT TO: 125-37

NOTICE BY NEWSPAPER: 10-4-2020 & 10-11-2020

NOTICE BY MAIL: 9-18-2020 (to St. Lucie County Administrator & Attorney Per Joint Planning Agreement)

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon C. Creagan

TITLE: Planner

SIGNATURE: 

DATE: 10/7/2020

City Commission Regular Meeting - 4:30 pm

13. a.

Meeting Date: 10/19/2020

Re: Polling Places

SUBJECT:

Resolution 20-R46 establishing polling places for the November general election.

SUMMARY:

Section 6-1 of the Code of Ordinances requires that the City Commission, through the City Clerk, give notice of the location of each precinct polling place, after having received such notice from the supervisor of elections in due time, by one publication in a newspaper of general circulation in the city not less than ten (10) days, nor more than thirty (30) days, prior to any regular or special election held by the city.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Supervisor of Elections

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

20-R46

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 10/07/2020

Reviewed By

Nick Mimms

Date

10/07/2020 06:07 PM

Started On: 09/15/2020 03:36 PM

RESOLUTION NO. 20-R46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PROVIDING FOR PUBLICATION OF THE DESIGNATED **PRECINCT POLLING PLACES** IN THE CITY OF FORT PIERCE FOR THE **GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 6-1 of the Code of Ordinances requires that the City Commission, through the City Clerk, give notice of the location of each precinct polling place, after having received such notice from the supervisor of elections in due time, by one publication in a newspaper of general circulation in the city not less than ten (10) days, nor more than thirty (30) days, prior to any regular or special election held by the city.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AS FOLLOWS:

SECTION 1. The Polling Places for the Election Precincts in the City of Fort Pierce, a list of which is attached hereto and thereby made a part hereof, be and they are hereby designated as the Official Polling Places for the General Election to be held on November 3, 2020.

SECTION 2. The City Clerk shall publish the designated Polling Places in a newspaper of general circulation in the City, one time, not less than ten days, nor more than thirty days, prior to the Primary Election.

SECTION 3. This Resolution shall become effective upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 19^h day of October, 2020.

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

Peter J. Sweeney, Esq.
City Attorney

**LIST OF VOTING PRECINCTS
CITY OF FORT PIERCE
GENERAL ELECTION
November 3, 2020**

PRECINCT 6	Orange Blossom Business Center Entrance 2 & 3 4132 Okeechobee Road
PRECINCT 7	Havert L. Fenn Center 2000 Virginia Avenue
PRECINCT 8	Midway Road Church of Christ 3040 W. Midway Road
PRECINCT 10	Havert L. Fenn Center 2000 Virginia Avenue
PRECINCT 12	Fort Pierce Masonic Lodge 4590 Oleander Avenue
PRECINCT 13	Havert L. Fenn Center 2000 Virginia Avenue
PRECINCT 14	Miracle Prayer Temple 3215 Avenue Q
PRECINCT 16	Chapel By The Sea 1717 Gulfstream Avenue
PRECINCT 17	St. Paul A.M.E. Church 1405 N. 27th Street
PRECINCT 18	Lincoln Park Recreation Center 1306 Avenue M
PRECINCT 19	Havert L. Fenn Center 2000 Virginia Avenue
PRECINCT 25	Days Inn 3224 S. U.S. #1
PRECINCT 40	Church of God 3212 Oleander Avenue
PRECINCT 60	St. Lucie School 2501 N. Old Dixie Highway
PRECINCT 63	St. Lucie School 2501 N. Old Dixie Highway

City Commission Regular Meeting - 4:30 pm

13. b.

Meeting Date: 10/19/2020

Re: Resolution #20-R48 - Setting Hearing Date - 1909 N 16th Street

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

SUBJECT:

Resolution No. 20-R48 determining that the structure located at 1909 N 16th Street is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on November 16, 2020.

SUMMARY:

In accordance with the City Code of Ordinances, a hearing shall be scheduled to allow the owners, agents, or any person, firm or corporation having a lien on, or interest in, the building / structure to show cause, if any, why a building / structure should not be condemned and its removal or destruction required.

This Resolution is to set the hearing date only and instruct the City Clerk to notify all interested parties of their right to be heard. No testimony or evidence will be presented at this time.

RECOMMENDATION:

Approve the Resolution to establish the hearing of this matter on November 16, 2020.

ALTERNATIVES:

Select an alternative date.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Building Department
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

None

Attachments

Google Earth Street View
20-R48

Form Review

Inbox

City Manager

Form Started By: Peggy Arraiz

Final Approval Date: 10/07/2020

Reviewed By


Nick Mimms

Date

10/07/2020 06:08 PM

Started On: 09/28/2020 11:20 AM

Legend

 1909 N 16th St



Google Earth

© 2020 Google



7.53 ft

RESOLUTION NO. 20-R48

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **1909 N 16TH ST** IN FORT PIERCE, FLORIDA, 34950 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT ALL PARTIES OF INTEREST MUST SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE **DEMOLISHED IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF FORT PIERCE**; AND NOTIFYING ALL PARTIES OF POTENTIAL ACTION BY THE CITY OF FORT PIERCE FOR FAILURE TO ACT; AND THAT A **PUBLIC HEARING BE HELD AT THE REGULARLY SCHEDULED CITY COMMISSION MEETING ON NOVEMBER 16, 2020 AT 4:30 PM**, IN THE CITY COMMISSION CHAMBERS LOCATED AT 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA; AND PROVIDING FOR NOTICE TO ALL PARTIES.

WHEREAS, the building or structure located at 1909 N 16TH Street, Fort Pierce, Florida, 34950 has been declared unsafe in accordance with Section 108 of the International Property Maintenance Code as adopted by the City Commission in January 2017; and

WHEREAS, Section 108 of the International Property Maintenance Code requires that when a structure is found by the Code Official to be unsafe, such structure shall be condemned; and

WHEREAS, the City Commission determines that unsafe buildings or structures are declared a nuisance and constitute a menace to the business, health and safety of the community; and

WHEREAS, there shall be a public hearing before the City Commission whereby any and all interested parties may appear and show cause as to why said building or structure should not be condemned and its removal or destruction required;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

1909 N 16TH ST

BLAKELY S/D BLK 2 N 45 FT OF LOT25 AND ALL LOT
26

Parcel ID: 2404-510-0033-000/2

is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community.

SECTION 2. The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, show cause, if any, before the City Commission of the City of Fort Pierce, Florida why said building or structure, which was condemned by the Code Official in accordance with Section 108 of the International Property Maintenance Code, should not be removed or demolished.

HAROLD KESSLER (EST)
C/O R G DEVELOPER INC
629 GLENVIEW AVE
FORT PIERCE, FL 34982

SUZANNE M KESSLER
453 DUSK WAY
FORT PIERCE, FL 34945

R.G. DEVELOPER, INC.
MINERVE CELESTIN
629 GLENVIEW AVE
FORT PIERCE, FL 34982

JPL INVESTMENTS CORP
8724 S W72 ST, NO 382
MIAMI, FL 33173

ATCF II FLORIDA-A LLC
PO BOX 69239
BALTIMORE, MD 21264

SECTION 3. Should the interested parties fail to show cause as to why the City Commission should not order the demolition or removal of the building or structure and fail to comply with any order of the City Commission requiring such removal or destruction, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien up on said property.

SECTION 4. This matter will be heard at the regularly scheduled meeting of the City Commission of the City of Fort Pierce on November 16, 2020 at 4:30 PM in the City Commission Chambers located at 100 North US Highway 1, Fort Pierce, Florida.

SECTION 5. The hereinbefore named persons, firms, or corporations, shall be provided notice of the scheduled hearing by mailing a certified copy of this resolution by registered or certified mail at least ten (10) days prior to the date of said hearing by the City Clerk for the City of Fort Pierce, Florida.

SECTION 6. This resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____, 20____.

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

Peter J. Sweeney, Esq.
City Attorney

City Commission Regular Meeting - 4:30 pm

13. c.

Meeting Date: 10/19/2020

Re: Resolution 20-R49 - Setting Hearing Date - 712 Avenue E

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

SUBJECT:

Resolution No. 20-R49 determining that the structure located at 712 Avenue E is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on November 16, 2020.

SUMMARY:

In accordance with the City Code of Ordinances, a hearing shall be scheduled to allow the owners, agents, or any person, firm or corporation having a lien on, or interest in, the building / structure to show cause, if any, why a building / structure should not be condemned and its removal or destruction required.

This Resolution is to set the hearing date only and instruct the City Clerk to notify all interested parties of their right to be heard. No testimony or evidence will be presented at this time.

RECOMMENDATION:

Approve the Resolution to establish the hearing of this matter on November 16, 2020.

ALTERNATIVES:

Select an alternative date.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Building Department
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

None

Attachments

Google Earth Street View
20-R49

Form Review

Inbox

City Manager

Form Started By: Peggy Arraiz

Final Approval Date: 10/07/2020

Reviewed By

Nick Mimms

Date

10/07/2020 06:08 PM

Started On: 09/28/2020 03:31 PM

Legend

 712 Avenue E



Google Earth

© 2020 Google



7.88 ft

RESOLUTION NO. 20-R49

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **712 AVENUE E** IN FORT PIERCE, FLORIDA, 34950 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT ALL PARTIES OF INTEREST MUST SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE **DEMOLISHED IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF FORT PIERCE**; AND NOTIFYING ALL PARTIES OF POTENTIAL ACTION BY THE CITY OF FORT PIERCE FOR FAILURE TO ACT; AND THAT A **PUBLIC HEARING BE HELD AT THE REGULARLY SCHEDULED CITY COMMISSION MEETING ON NOVEMBER 16, 2020 AT 4:30 PM**, IN THE CITY COMMISSION CHAMBERS LOCATED AT 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA; AND PROVIDING FOR NOTICE TO ALL PARTIES.

WHEREAS, the building or structure located at 712 Avenue E, Fort Pierce, Florida, 34950 has been declared unsafe in accordance with Section 108 of the International Property Maintenance Code as adopted by the City Commission in January 2017; and

WHEREAS, Section 108 of the International Property Maintenance Code requires that when a structure is found by the Cod Official to be unsafe, such structure shall be condemned; and

WHEREAS, the City Commission determines that unsafe buildings or structures are declared a nuisance and constitute a menace to the business, health and safety of the community; and

WHEREAS, there shall be a public hearing before the City Commission whereby any and all interested parties may appear and show cause as to why said building or structure should not be condemned and its removal or destruction required;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

712 AVENUE E

FEE AND MAY'S RE-S/D BLK J LOT 6(MAP 24/10C)

Parcel ID: 2410-601-0129-000/0

is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community.

SECTION 2. The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, show cause, if any, before the City Commission of the City of Fort Pierce, Florida why said building or structure, which was condemned by the Code Official in accordance with Section 108 of the International Property Maintenance Code, should not be removed or demolished.

CECELIA A SMITH (EST)
712 AVE E
FT PIERCE, FL, 34950

FORT PIERCE UTILITY AUTHORITY
206 S 6TH STREET
FT PIERCE, FL, 34950

CITRUS CAPITAL HOLDINGS LLC
CITRUS CAPITAL HOLDINGS FBO SE
PO BOX 54226
NEW ORLEANS, LA, 70154

ATCF II FLORIDA-A LLC
PO BOX 69239
BALTIMORE, MD, 21264

SECTION 3. Should the interested parties fail to show cause as to why the City Commission should not order the demolition or removal of the building or structure and fail to comply with any order of the City Commission requiring such removal or destruction, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien up on said property.

SECTION 4. This matter will be heard at the regularly scheduled meeting of the City Commission of the City of Fort Pierce on November 16, 2020 at 4:30 PM in the City Commission Chambers located at 100 North US Highway 1, Fort Pierce, Florida.

SECTION 5. The hereinbefore named persons, firms, or corporations, shall be provided notice of the scheduled hearing by mailing a certified copy of this resolution by registered or certified mail at least ten (10) days prior to the date of said hearing by the City Clerk for the City of Fort Pierce, Florida.

SECTION 6. This resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 19th day of October, 2020.

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

Peter J. Sweeney, Esq.
City Attorney

City Commission Regular Meeting - 4:30 pm

13. d.

Meeting Date: 10/19/2020

Re: Perona Parks Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 20-R51 appointing Mark Arlington to the Parks Advisory Committee as Commissioner Perona's appointee following a resignation.

SUMMARY:

Commissioner Perona's original appointee resigned and he has selected Mr. Arlington to fill the seat.

RECOMMENDATION:

Adopt Resolution 20-R51.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Tom Perona, City Commissioner

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

20-R51

Arlington Application

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 10/07/2020

Reviewed By

Nick Mimms

Date

10/07/2020 06:14 PM

Started On: 10/07/2020 09:30 AM

RESOLUTION NO. 20-R51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE PARKS ADVISORY COMMITTEE;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Parks Advisory Committee, which was established via Resolution No. 19-R37; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

<u>Name</u>	<u>Appointed by:</u>	<u>Term Expires</u>
Mark Arlington	Tom Perona	December 3, 2022

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 19th day of October, 2020.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

PETER J. SWEENEY
CITY ATTORNEY



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Parks Advisory Committee

Name of Board or Boards for which you are applying: _____

Name: Mark Arlington	Phone: 772-359-2550
Home Address: City/Zip Code: 1819 Melaleuca, Apt. A	How long at this address? 3 years
Are you a citizen of the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation: Retired	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by: Tom Perona	Applicant Email Address: mitymitk2@gmail.com
Date: 10/09/20	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

City Commission Regular Meeting - 4:30 pm

15. a.

Meeting Date: 10/19/2020

Re:

SUBJECT:

Reports

Attachments

Coronavirus Report

Form Review

Form Started By: Linda Cox

Started On: 10/19/2020 12:55 PM

Final Approval Date: 10/19/2020



TO : The Honorable Mayor and Members of the City Commission

FROM : Nicholas C. Mimms, P.E., ICMA-CM, City Manager *NCF*

RE : CITY MANAGER CORONAVIRUS REPORT UPDATE

DATE : October 19, 2020

The following report is provided to apprise the members of the City Commission of the current actions of the City of Fort Pierce in response to the impact of the coronavirus to our citizens and visitors. Updated information is highlighted in yellow.

1. COVID-19 RECOVERY GRANT PROGRAM

- The City of Fort Pierce approved 36 recipients for mortgage and rental assistance totaling \$62,687.96 and 36 recipients for small businesses totaling \$108,000.00, overall providing \$170,687.96 in assistance
- The United States Department of Housing and Urban Development recently informed the City of Fort Pierce of another special allocation of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus. The latest allocation for the third round is \$373,187. Our cumulative amount for all allocation rounds is \$728,232.
- The Florida Housing Finance Corporation recently provided a Subrecipient Agreement Amendment to the City of Fort Pierce to receive a Coronavirus Relief Fund (CRF) allocation in the amount of \$99,506. A total of \$283,318 has been provided to the City of Fort Pierce for eligible activities including rental and mortgage assistance (and related counseling) payments or emergency repairs for persons who have experienced hardship that prevents them from making these payments.
- St. Lucie County is currently offering Small Business Assistance Grants and Non-Profit & Faith Based Organizational Assistance. These programs are countywide allowing Fort Pierce business and non-profit organizations to participate.

2. COVID-19 TESTING FOR COMMUNITY

- \$85,000 (CARES Act Program - \$60K, Allegany Franciscan Ministries - \$25K)

- The City of Fort Pierce has conducted free testing in partnership with Dynix Diagnostix, Allied Health, Allegany Franciscan Ministries, the Department of Health, and Indian River State College.
- The initial testing event was held at Iλους Ellis Park from May 11 through May 15. A total of 1006 tests were administered yielding the following statistics:
 - Number of Swabs tested: 334 - Positive: 4 (1.2%)
 - Number of Antibodies tested: 672 - Number of positive: 13 (2%)
- The second community testing event was held at Iλους Ellis Park on June 6, 2020. A total of 310 tests were administered yielding the following statistics:
 - Number of Swabs tested: 110 - Positive: 12 (10.9%)
 - Number of Antibodies tested: 200 - Number of positive: 4 (2%)
- The third community testing event was held at MLK Jr. Dreamland Park September 4-5, 2020. A total of 297 tests were administered.
- The City of Fort Pierce, in partnership with St. Lucie County, the Florida Division of Emergency Management, and the Florida Department of Health is offering free drive-thru COVID-19 testing by the Florida COVID-19 Mobile Testing Lab to begin Sunday, October 25 at Percy Peek Gymnasium and Monday, October 26 at Iλους Ellis Park from 9:00 AM to 4:00 PM.
- Free and open testing is available at the Publix at Verano parking lot, located at 9335 SW Commerce Centre Drive, Port St. Lucie, FL 34986 from 9am to 5pm daily.

3. COVID-19 FOOD DISTRIBUTION PROGRAM

- \$75,000 (General Fund - \$25K, CARES Act Program - \$50K)
- The City of Fort Pierce embarked on a food distribution program that includes partnerships with several entities throughout our community to include the following:
 - The Boys & Girls Club of Saint Lucie County
 - Grace Way Village
 - Treasure Coast Food Bank
 - Farm Share
 - Saint Matthews Missionary Baptist Church
 - Children's Services Council
 - Fort Pierce Lions Club
- City of Fort Pierce staff initiated the food program in May 2020 and has continued through this date. The aforementioned entities in partnership with the City of Fort Pierce and other community improvement organizations have provided millions of pounds of food to our community.

4. COVID-19 STATEWIDE GOVERNANCE

- On September 25, 2020 Governor Ron DeSantis issued Executive Order 20-244, initiating Phase 3 of the Safe, Smart, Step-by-Step, Plan for Florida's Recovery. Executive Order 20-244 removed state-level restrictions on businesses.

5. FORT PIERCE UTILITIES AUTHORITY

- Fort Pierce Utilities Authority (FPUA) is scheduled to begin disconnects for non-payment on Wednesday, October 21, 2020. Past due account holders scheduled for disconnection will receive an automated call.
- The Project Care COVID-19 Relief Fund program has been initiated in coordination with Mustard Seed Ministries of Fort Pierce, and ALPI (Agricultural & Labor Program, Inc.) to provide assistance for residential customers experiencing financial hardship due to the coronavirus pandemic.

6. CITY FACILITY PUBLIC ACCESS

- Internal access to municipal facilities is currently granted for those that have pre-scheduled appointments and must have temperature readings below 100.4 degrees Fahrenheit.
 - City Hall – Open to the public for appointment access only.
 - Sunrise Theatre – Open with limited programming.
 - Police Department Main Station and Substation – Open to the public for appointment access only.
 - City Marina – Open to the public and practicing social distancing.
 - Indian Hills Golf Course – Open to the public and practicing social distancing.
 - Beaches – Open
 - Parks – Open
 - Boat Ramps – Open.

7. CITY COMMISSION MEETINGS

- The City Commission continues to hold its regularly scheduled meetings.
- Public Hearings resumed June 15, 2020.
- Public may attend City Commission meetings in person or submit comments in writing to City Clerk.
- All meetings are broadcast live on TV Channel 27 and streamed online at: www.cityoffortpierce.com.

- City Commission appointed Board & Committee meetings have resumed based on critical need, and all such meetings are held in the Commission Chambers to ensure social distancing and telecommunications provisions.

8. COMMUNICATIONS

- Routine Press Releases
- Community Text Messages to recently expanded list of subscribers
- Visiting businesses to urge them to follow social distancing protocols
- Responding to phone calls and emails from citizens, businesses
- A total of (217) See-Click-Fix requests received from April 1 to October 1, 2020. City staff currently averages 1.62 days for acknowledgement of the See-Click-Fix requests.
- The video conferencing apps have been deployed and made available to employee mobile devices to enhance communications abilities.

9. EMPLOYEE STATUS (as of 10/13/2020)

- Eighteen (18) employees have tested positive for COVID-19. Immediate contact tracing, notification, intensified sanitization, and testing have been completed in response to this situation.
- Currently, three (3) employees are out due to issues related to the Coronavirus.
- Senior and impaired employees have been given option to work from home, if possible.
- Four (4) employees are currently utilizing intermittent FFCRA Leave to care for their children
- Working from home (teleworking) shall be considered and implemented for future departmental schedules.

10. BUDGET

- The proposed operating budget for Fiscal Year 2021 has been drafted and presented to the City Commission utilizing the static 6.9000 millage rate and a 6.1% property valuation increase.
- Refunded Capital Debt to create annual savings
- Hiring Freeze for all positions except Police and Public Works Departments
- General Fund Budget Reduction Strategies
 - Effective April 1, 2020 - (2.5% Spending Plan Reduction)
 - Created \$1 Million Contingency Fund for FY 2021.
- Emergency Management personnel have initiated the procedure for reimbursement from Saint Lucie County for eligible COVID-19 related expenditures. To date, labor expenditures have totaled more than \$420,000

- and capital expenditures are currently being compiled. It is anticipated that the total amount or reimbursable expenditures to date may exceed \$500,000.
- Saint Lucie County has informed the City that our application for reimbursement has been approved; however, the initial payment will be \$195,941.33 (which represents the allocation for the City of Fort Pierce as part of the 25% initial allocation from the State).

11. ECONOMIC RECOVERY STRATEGY

- The Downtown Parklet program has ended. The recent execution of the Governor's Executive Order 20-244 eliminated all business capacity restrictions, thus ending the parklet program. Subsequently, the business community expressed their desire to continue the parklet program. This issue is scheduled to be discussed at the October 27, 2020 Fort Pierce Redevelopment Agency meeting.
- Development Fees
 - The City Commission approved development fee reductions and waivers for a period of six (6) months beginning June 15, 2020 to include the following:
 - Pre-Application Fee
 - Sidewalk Café Fee
 - Sign Permit Fee
 - Site Plan Fee

Please contact me if you have any questions or need additional information.

NCM:jdr

Attachment

c: City Clerk
City Attorney
Department Heads