C I T Y O F F O R T P I E R C E

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, June 14, 2021 - 9:00 a.m.
City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **New Business**

   a. Summary report of the 2021 Florida Legislative Session by Nicole Fogarty, St. Lucie County Legislative Affairs Director

   b. Presentation by Michael Broderick, Parking Committee Chair, regarding the committee's recommendations involving uniform signage for free public parking areas, increasing the number of paid parking spots in the designated Marina parking lot, and hiring a second parking enforcement officer.

   c. Vacation Rental / Short Term Rental Task Force Presentation

   d. Discussion of the future of the Little Jim's Bait & Tackle Shop at the request of Commissioner Jeremiah Johnson

   e. Discussion of direction of the Arts & Culture Advisory Board at the request of Commissioner Curtis Johnson

   f. Annual Performance Review of City Manager.

   g. Annual Performance Review of City Clerk

   h. Annual Performance Review of City Attorney.

5. **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.

6. **City Commission Boards and Committees Updates**

7. **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.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Conference Agenda **4. a.**

Meeting Date: 06/14/2021

Re: 2021 Florida Legislative Session

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Summary report of the 2021 Florida Legislative Session by Nicole Fogarty, St. Lucie County Legislative Affairs Director

Attachments

Presentation
Federal State Funds Summary
2021-2022 SLC Appropriations
2021-2022 FY State Budget Summary
Back of the Bill Federal Funds Summary
FIDOT OWPB - WP Reports; 5 Year Work Program Item Detail
2021 Legislative Session Final Report

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/20/2021 12:12 PM
City Manager	Nick Mimms	05/20/2021 12:13 PM

Form Started By: Jennifer Robinson Started On: 05/04/2021 12:15 PM

Final Approval Date: 05/20/2021

Legislative Wrap - Up Session 2021

June 14, 2021

Nicole Fogarty
Legislative Affairs Director

2021 Summary

- Regular session March 2nd – April 30th
- Bills
  - 3,096 bills filed
    - Over 1,000 were filed appropriation projects
  - 275 passed
  - About 350 tracked for possible impact on local governments
  - 32 of those passed which had a direct or indirect impact

BUDGET

Health & Human Services

- ✓ Ardie R. Copas Veterans Nursing Home $2,000,000
- ✓ New Horizons of the Treasure Coast $1,393,482
- ✓ Mental Health & Substance Abuse Local Grants $9,000,000
- ✓ Guardians for New Futures 4Kids $1,393,482

Economic Development

- ✓ Florida Seaport Infrastructure $75 million
- ✓ Florida Seaport Transportation and Economic Development (FSTED) $25 million
- ✓ Florida DOT Work Plan to SLC $131 million
  - ✓ $81 million A1A North Bridge Construction
  - ✓ $1.2 million TCIA Taxiway Demolition & Realignment
  - ✓ $11.9 million PSL Blvd from Alcantarra to Darwin
- ✓ Visit Florida $75 million
- ✓ Florida Job Growth Grant $50 million
- ✓ Enterprise Florida $16 million

Economic Development

- ✓ Affordable Housing, Housing Finance Corp (HFC) $62 million
- ✓ State Housing Initiative Partnership (SHIP) $146 million
- ✓ Indian River State College PECO $10.6 million
- ✓ Economic Development Tools $20.5 million

Agriculture & Natural Resources

- ✓ Comprehensive Everglades Restoration Plan

  $283 million

- ✓ Beach Restoration & Inlet Management

  $150 million

  - ✓ $2,519,379 Fort Pierce Shore Protection
  - ✓ $10,361 South St. Lucie County Beach
  - ✓ $675,000 Fort Pierce Inlet Management

- ✓ Northern Everglades & Estuary Protection

  $71 million

Agriculture & Natural Resources

- ✓ $500 million for Water Quality Improvements
- ✓ $26 million for TMDL innovation projects
- ✓ $500 million Resilient Florida Grants
- ✓ ORCA Kilroys $750,000
- ✓ Indian River Lagoon National Estuary Program
  $250,000
- ✓ UF/IFAS Invasive Plant Research
  $540,000

St. Lucie County Total

$190,675,407

Directly and Indirectly to St. Lucie County

Legislation to be presented to or approved by the Governor

HB 7061 - Tax Reduction Plan

- Sales Tax Holiday:
  - 10 day Disaster Preparedness Holiday
    - May 28 – June 6
  - 10 day Back to School
    - July 31 – August 9
  - 7 day Recreation Tax Holiday
    - July 1 – July 7
- Increases the discount for multi-unit property used for affordable housing from 50 percent to 100 percent.
- Property tax exemptions for certain property used for educational purposes.

HB 1 – Combating Public Disorder

- Defining 3rd degree felony offense of riot
  - Injury to another person;
  - Damage to property; or
  - Imminent danger of injury to another person or damage to property;
- Creating the 2nd degree felony offense of aggravated rioting
  - Participates with 25 or more persons;
  - Causes great bodily harm to a person not participating in the riot;
  - Causes property damage in excess of $5,000;
  - Displays, uses, threatens to use, or attempts to use a deadly weapon; or
  - By force, or threat of force, endangers the safe movement of a vehicle traveling on a public street, highway, or road;

HB 1 – Combating Public Disorder

- Creating 2nd degree felony offense of aggravated inciting a riot
  - Incites a riot resulting in great bodily harm to another person not participating in the riot;
  - Incites a riot resulting in property damage in excess of $5,000; or
  - Supplies a deadly weapon to another person or teaches another person to prepare a deadly weapon with intent that the deadly weapon be used in a riot for an unlawful purpose;
- Authorizing the state attorney for the judicial circuit in which a municipality is located, or a member of the governing body of that municipality, to appeal to the Administration Commission a reduction in the operating budget of the municipal law enforcement agency, similar to the budget reduction appeals process available to sheriffs;

SB 44 – Use of Drones

- Exceptions provided to law enforcement, fire departments, state agencies and political subdivisions to use drones
  - Crowd of 50 people or more
  - Assist with traffic management, except you cannot issue traffic infractions based on the video
  - Facilitate evidence at a crime scene
  - Natural disasters

HB 53 – Public Works

- Prohibits a local ordinance or regulation that prevents the participation of specified entities in the bidding process based upon:
  - Maintaining an office or place of business within a particular local jurisdiction;
  - Hiring employees or subcontractors from within a particular local jurisdiction; or
  - Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- Requires each county, municipality, or special district providing wastewater or stormwater services to develop a needs analysis for its jurisdiction over the subsequent 20 years.
  - The analysis must be compiled and submitted to EDR.

SB 60 – Code Enforcement

- Prohibits code inspectors and code enforcement officers from investigating those violations reported anonymously.
  - Also requires that an individual making a complaint of a potential violation provide his or her name and address before an investigation may occur.
- However, if the violation poses “imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources”, the inspector may investigate.

HB 337 – Impact Fees

Specific limitations on the amount by which a local government may increase its impact fees. The limitations operate retroactively to January 1, 2021, and are as follows:

- An impact fee increase of not more than 25 percent of the current rate must be implemented in two equal annual increments, beginning with the date on which the increased fee is adopted;
- An impact fee increase of between 25 and 50 percent of the current rate must be implemented in four equal annual increments;
- An impact fee increase may not exceed 50 percent of the current impact fee rate; and
- An impact fee may not be increased more than once every four years.

However, a local government may exceed these limitations if the they complete a demonstrated-need study that justifies the increase and demonstrates the extraordinary circumstances,

- Holds at least two publicly noticed workshops, and adopts the impact fee increase by at least a two-thirds vote.

HB 403 – Home Based Businesses

- Home-based business may operate in an area zoned for residential use and may not be prohibited, restricted, regulated, or licensed in a manner different from other businesses in a local government's jurisdiction
  - Activities must be secondary to the property's use
  - Business owners must reside in the residence
  - Parking must comply with local zoning requirements
  - View of the property from the street must be consistent with the uses of the residential areas
  - Must comply with noise, signage, and vibration ordinances
    - However, these must not be more stringent than what is placed on their neighbor
- Any adversely affected home base business may recover attorney fees.

HB 735 – Local Occupational Licensing

- Prohibits local governments from requiring a license for a person whose job scope does not substantially correspond to that of a contractor or journeyman type licensed by the Construction Industry Licensing Board, within the Department of Business and Professional Regulation.
  - However, authorizes local governments to issue journeyman licenses in the plumbing, pipe fitting, mechanical, and HVAC trades, as well as the electrical and alarm system trades
- Precludes local governments from requiring a license for: painting, flooring, cabinetry, interior remodeling, driveway or tennis court installation, handyman services, decorative stone, tile, marble, granite, or terrazzo installation, plastering, stuccoing, caulking, and canvas awning and ornamental iron installation.

HB 839 – Fuel Retailers

- The bill expressly preempts a municipality, county, special district, or political subdivision from adopting a law, an ordinance, a regulation, a policy, or a resolution that:
  - Prohibits the siting, development, or redevelopment of a fuel retailer or its necessary related transportation infrastructure;
  - Results in a de facto prohibition on a fuel retailer or its necessary related transportation infrastructure;
  - Requires a fuel retailer to install or invest in a particular kind of fuel infrastructure.

HB 2006 – Emergency Management

The bill also targets county and city emergency orders that address purported emergencies but that also infringe the rights or liberties of Floridians. To protect Floridians from these orders the bill:

- Requires the governmental entity imposing an ordinance or other measure that deprives a person of a right or liberty to prove that the measure is "narrowly tailored" to address a "compelling public health or safety purpose";
- Authorizes the Governor to invalidate an order that "unnecessarily restricts individual rights or liberties"; and
- Limits the duration of emergency orders to 7 days, with the option to renew the orders up to 5 times.

3 months till next Session!

Questions?

General Revenue Appropriations
Contingent on Receipt of Federal Coronavirus State Fiscal Recovery Funds

	ISSUE	HOUSE BILL 5001	SENATE BILL 2500	HOUSE OFFER #1	SENATE OFFER #2	HOUSE OFFER #2
1	Florida Forever - Wildlife Corridor (DEP land acquisition)			300,000,000	300,000,000	300,000,000
2	Piney Point			100,000,000	100,000,000	100,000,000
3	African American Cultural and Historic Grant Program			30,000,000	30,000,000	30,000,000
4	State Emergency Operations Center			100,000,000	100,000,000	100,000,000
5	PECO Supplement - Higher Education Construction			263,785,546	190,946,560	190,946,560
6	New Worlds Reading Initiative			125,000,000	125,000,000	125,000,000
7	Beach Management Funding Assistance Program	100,000,000		50,000,000	50,000,000	50,000,000
8	Coastal Mapping Services	100,000,000		100,000,000	100,000,000	100,000,000
9	Derelict Vessel Removal Program	50,000,000		25,000,000	25,000,000	25,000,000
10	Reemployment Assistance Program	92,600,000		56,400,000	56,400,000	56,400,000
11	Cybersecurity Resiliency	31,600,000				
12	Workforce IT System	200,000,000		100,000,000	100,000,000	100,000,000
13	State Housing and Local Government Housing Trust Funds	140,000,000				
14	Resilient Florida Trust Fund (Resilient Florida Grants)	140,000,000		500,000,000	500,000,000	500,000,000
15	Water Protection and Sustainability Trust Fund (Septic to Sewer)	140,000,000		500,000,000	500,000,000	500,000,000
16	State Transportation Trust Fund	2,000,000,000		2,000,000,000	2,000,000,000	2,000,000,000
17	Inland Protection Trust Fund	100,000,000		50,000,000	50,000,000	50,000,000
18	Emergency Preparedness and Response Fund	1,000,000,000		1,000,000,000	1,000,000,000	1,000,000,000
19	Budget Stabilization Fund	350,000,000		350,000,000	350,000,000	350,000,000
20	Deferred Building Maintenance Program	3,500,000,000		350,000,000	350,000,000	350,000,000
21	PECO Supplement - K12 Special Facilities Construction Projects			210,300,889	210,300,889	210,300,889
22	Alternative Water Supply				40,000,000	40,000,000
23	Total Maximum Daily Loads				20,000,000	20,000,000
24	Everglades Restoration				58,993,065	58,993,065
25	C-51 Reservoir				48,000,000	48,000,000
26	Springs Restoration				25,000,000	25,000,000
27	Small Community Wastewater Grants				25,000,000	25,000,000
28	Payment to Pandemic First Responders				208,437,342	208,437,342
29	Job Growth Grant Funding (DEO)					50,000,000
30	Visit Florida Increase (DEO)				25,000,000	25,000,000
31	Military Affairs FCO (DMA) - New Armories - Immokalee and Zephyrhills				50,000,000	50,000,000
32	FWC Enhanced Aviation Support				8,400,500	8,400,500
33	**Total Issues**	**7,944,200,000**	**-**	**6,210,486,435**	**6,646,478,356**	**6,696,478,356**

Contact: Nicole Fogarty
Legislative Affairs Director
St. Lucie County Board of County Commissioners
Cell: (772) 708-3954

St. Lucie County BOCC Appropriations FY 2021-2022

Project Title	Project Description	State Budget Line Item	State Budget Allocation
Health & Human Services			
New Horizons of the Treasure Coast CAT Teams	Services under the Community Action Treatment Services	361	$ 750,000
New Horizons of the Treasure Coast	Civil Treatment Services	362	$ 1,393,482
Ardie R. Copas Veterans Nursing Home	Fixed capital outlay repairs	Section 76	$ 2,000,000
State Opioid Response Grant	to address the opioid crisis by increasing access to medication-assisted treatment, reducing unmet treatment need, and reducing opioid overdose related deaths	359A	$ 90,130,714
Mental Health Local Matching Grant Program		360	$ 9,000,000
Community Mental Health Services	Block Grant to assist in providing mental health and substance abuse services	362	$ 320,680,544
Community Substance Abuse Services	To provide substance abuse services to those entities certified by the DOH	364	$ 346,379,358
Transportation & Economic Development			
Florida Seaport, Transportation and Economic Development (FSTED)		1869 & 1870	$ 25,000,000
FDOT Seaport Grants		1871	$ 75,557,585
Aviation Development Grants		1866	$ 325,896,494
Job Growth Grant Fund		Back of the bill	$ 50,000,000
Enterprise Florida		2248	$ 16,400,000
Visit Florida		2251 & Back of the Bill	$ 75,000,000
Economic Development Tools	To fund QTI, Brownfield Bonus, and HIPI	2244	$ 20,500,000
Transportation Disadvantaged	Statewide TD Program	1864	$ 65,856,668
Affordable Housing, Housing Finance Corp (HFC)		2238	$ 62,500,000
State Housing Initiative Partnership (SHIP)		2239	$ 146,700,000

Project Title	Project Description	State Budget Line Item	State Budget Allocation
Environment & Natural Resources			
Comprehensive Everglades Restoration Plan (CERP)	Fund planning, design, engineering and construction of CERP and the construction of the C-43 West Basin Reservoir.	1589	$ 283,728,918
Alternative Water Supply	To establish a water supply and water resources development grant program to implement conservation, reuse and other water supply and water development projects.	1591	$ 40,000,000
Resilient Florida Grants	To fund project as authorized in the creation of the Resilient Florida Grant Program under SB 1954	Back of the bill	$ 500,000,000
UF/IFAS Plant Research Facility in Fort Pierce		1802	$ 633,128
Total Maximum Daily Loads	To assist in the implementation and acceleration of projects on the BMAP	1633	$ 26,231,358
Water Quality Improvements - Everglades Restoration	Design, engineering and construction of specific components in CERP which will achieve greatest reductions in harmful discharges in St. Lucie Estuary and Caloosahatchee	1592	$ 50,000,000
Wastewater Grant Program	50/50 matching grant program for wastewater and stormwater improvements, including septic to sewer conversions	1615A	$ 116,000,000
Blue Green Algae Task Force	Increased water quality monitoring, creation of a water quality public information portal and for the establishment of the Blue-Green Algae Task Force. $4,000,000 to continue to expand statewide water quality analytics.	1581	$ 10,800,000

Project Title	Project Description	State Budget Line Item	State Budget Allocation
Innovative Technologies	Evaluating and implementing innovative technologies and short term solutions to combat harmful algal blooms and to assist local governments with red tide clean up.	1588	$ 10,000,000
Statewide Water Projects	FPUA Low Income Sewer Infrastructure: $900,000 Indian River Lagoon Seagrass Restoration Project: $1,200,000 PSL - St. Lucie River C-23 Water Quality: $1,024,862	1607A	$ 116,611,262
Indian River Lagoon National Estuary Program	FDEP Funding	1630	$ 250,000
Indian River Lagoon & Lake Okeechobee Basin	To install five water quality instruments for monitoring water quality in estuary and lagoon	1583	$ 350,000
Northern Everglades & Estuaries Protection Program		1590	$ 71,386,306
Ocean Research & Conservation Association (ORCA)	Kilroy monitoring systems	1582	$ 750,000
Statewide Beach and Inlet Projects	Design and Construction Ft. Pierce: $2,519,379 Post Construction Monitoring South St. Lucie County Beach: $10,361 Sand Bypassing/Inlet Management Plan Fort Pierce IMP: $675,000	1647 & Back of the bill	$ 150,000,000

2021-2022 FY State Budget Summary

Overall Summary

Total Budget: $101.5 billion [$36.3 billion GR; $65.2 billion TF]
Reserves: $6 billion

Major Issues

Education Capital Outlay

Total: $272.8 million [$29.1 million GR, $243.7 million PECO TF]

- Charter School Repairs and Maintenance - $182.9 million [PECO TF]
- Developmental Research School Repairs and Maintenance - $7.7 million [PECO TF]
- Other Public School Projects - $9.4 million [PECO TF]
- Florida College System Projects - $26 million [$10.6 million GR, $15.4 million PECO TF]
- State University System Projects - $37.8 million [$18.5 million GR, $19.3 million PECO TF]
- School for the Deaf and Blind Repairs and Maintenance - $2.7 million [PECO TF]
- Public Broadcasting - Health and Safety Issues - $6 million [PECO TF]
- Division of Blind Services Repairs and Maintenance - $315,000 [PECO TF]

In addition: $46 million in authorization for State University System (SUS) Capital Improvement Student Fee Projects

Compensation and Benefits

- Minimum Wage Increase to $13 per hour for State Employees - $43 million [$26 million GR;
- $17 million TF]
- State Attorney and Public Defender 10% Pay Increase - $1.3 million GR
- DCA Judges 10% Pay Increase - $1.6 million GR
- Florida Retirement System (State Agencies) - $59 million [$33 million GR; $26 million TF]

Federal Funds Summary

$6.7 billion total - contingent on receipt of Federal Coronavirus State Fiscal Recovery Funds
Budget Stabilization Fund: $350 million

Emergency Response

- Emergency Preparedness and Response Fund - $1 billion
- First Responders $1,000 Bonus Payment - $208.4 million
  - A first responders is defined as an essential frontline worker who is a sworn law enforcement officer, emergency medical technician, firefighter, paramedic, Institutional Security Officer, Chief, Specialist, or Supervisor of the Department of Children and Families or Agency for Persons with Disabilities, or Department of Corrections' Certified Correctional Officer, Certified Correctional Probation Officer, or IG Inspector.

- Child care and early learning instructors $1,000 Bonus Payment - $166 million
- Classrooms teachers and principals $1,000 Bonus Payment - $215.7 million
- Child care assistance for essential workers including health care sector employees, emergency responders, and sanitation workers - $950.4 million

Infrastructure Improvements and enhancements
- State Highway System and Florida Ports - $2 billion
  - State Highway System - $1.8 billion
  - Port Operations Grants - $250 million
- Deferred Building Maintenance - $350 million
- State Emergency Operations Center - $100 million
- Military Affairs New Armories / Immokalee and Zephyrhills - $50 million

Water Quality and Environmental Protection
- Resilient Florida Grants - $500 million
- Wastewater Grant Program - $500 million
- Wildlife Corridor (DEP Land Acquisition) - $300 million
- Piney Point - $100 million
- Coastal Mapping Services - $100 million
- Beach Management Funding Assistance Program - $50 million
- Petroleum Underground Storage Cleanup Program - $50 million
- C-51 Reservoir - $48 million
- Alternative Water Supply - $40 million
- Springs Restoration - $25 million
- Small Community Wastewater Grants - $25 million
- Derelict Vessel Removal Program - $25 million
- Total Maximum Daily Loads - $20 million
- FWC Enhanced Aviation Support - 8.4 million

Economic Development and Workforce Support
- Workforce Information Technology System - $100 million
- Reemployment Assistance System - $56.4 million
- Jobs Growth Grant Fund - $50 million
- African American Cultural and Historic Grant Program - $30 million
- Visit Florida - $25 million

Education Initiatives and Facility Improvements
- Education Capital Outlay / PreK-12 Special Facilities - $210.3 million
- Education Capital Outlay / Higher Education - $190.9 million
- New Worlds Reading Initiative - $125 million

Education Summary

Total Appropriations: $26.7 billion
Total Funding - Including Local Revenues: $39.3 billion

Early Learning Services Total: $1.9 billion

- Voluntary Prekindergarten Program - $408.6 million GR; including $3.6 million decrease for 1,277 fewer students
- Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) Funds for Child Care - $348.3 million TF - one-time emergency relief funds to meet the child care needs of essential workers and to stabilize child care programs by covering a range of expenses such as personnel costs, rent, facility maintenance and improvements, personal protective equipment (PPE) and COVID-related supplies
- CRRSA - Funds for Early Learning Instructor Bonuses - $166 million TF – Two $1,000 bonuses for early learning instructors across the state
- School Readiness Program - $932.8 million
    - Targeted Provider Rate Increases - $100 million TF
    - Additional Waitlist Funding - $12 million TF

Early Learning /Back of the Bill

Total: $2.5 billion TF

- American Rescue Plan (ARP) Act Funding:
    - Child Care Program Stabilization Funds - $1.5 billion TF – one-time emergency relief funds to help stabilize child care programs by covering a range of expenses such as personnel costs, rent, facility maintenance and improvements, personal protective equipment (PPE) and COVID-related supplies.
    - Essential Workers Child Care Support - $950 million TF

Public Schools/K12 FEFP

Total Funding: $22.8 billion [$12.9 billion state funds; $9.9 billion local funds]

- FEFP Total Funds decrease is $149.1 million (due to the 2020-21 pandemic-related enrollment decline)
- Increases the Total Funds per Student from $7,756 to $7,795 after adjusting for the one-time hold harmless funding provided to school districts in Fiscal Year 2020-21
- Increases the Base Student Allocation (BSA) by $53 or 1.2%
- FEFP Base Funds increase of $473 million or 3.5%
- Required Local Effort (RLE) increase of $201.4 million;
    - RLE millage maintained at prior year level of 3.720 mills
- Teacher Salary Increase Allocation - $550 million - funds that school districts must use to increase the minimum salaries of classroom teachers ($440 million) to at least $47,500, and to increase salaries for other instructional personnel ($110 million)
- Safe Schools Allocation - $180 million for School Safety Officers and school safety initiatives
- Mental Health Assistance Allocation - $120 million to help school districts and charter schools address youth mental health issues

- Turnaround School Supplemental Services Allocation - $24.4 million - additional funds for services designed to improve the overall academic and community welfare of students and their families at designated lower performing schools
- Funding Compression & Hold Harmless Allocation - $50.2 million - compression funds for districts with total funds per FTE that are less than the statewide average and hold harmless funds for districts that have a reduction in the District Cost Differential
- Student Reserve Allocation - $464.3 million GR set-aside to provide additional funds to school districts for students who return to public schools during pandemic recovery and for students who participate in school choice scholarship programs.

Public Schools/K12 Non-FEFP
Total: $313.7 million
- Coach Aaron Feis Guardian Program - $6.5 million GR
- Community School Grant Program - $7.1 million GR
- Mentoring Programs - $16.3 million GR
- Schools of Hope - $60 million GR
- Computer Science and Teacher Bonuses - $10 million GR
- School District Foundation Matching Grants - $6 million GR
- Florida Association of District School Superintendents Training - $500,000 GR
- School and Instructional Enhancement Grants - $34.9 million GR
- Exceptional Education Grants - $8 million
- Florida School for the Deaf & Blind - $57.4 million
- Reading Scholarship Accounts - $7.6 million
- School District Intensive Reading Initiative Pilot - $6 million GR
- School Hardening Grants - $42 million GR
- Capital Projects - $7.9 million

Public Schools/Federal Grants
Total: $4.3 billion
- Federal Grants Funding - increase of $417.3 million
- CRRSA funds for School Districts - $2 billion – one-time emergency relief funds for K-12 education to help offset the costs of education related to the pandemic and to reopening schools.

Public Schools/K12 Back of the Bill
Total: $7 billion TF
- American Rescue Plan Act Funding:
  - Funds for School Districts - $6.3 billion TF – one-time emergency relief for K-12 education to help offset the costs of education related to the pandemic and to reopening schools.
  - $1,000 Bonus for Full-Time Public School Teachers and Principals - $216 million
  - State Level Discretionary Funds for K-12 Education - $488 million

State Board of Education
Total: $545.1 million
- Assessment and Evaluation - $134.7 million

    - VPK and Student Literacy Program Monitoring Systems - $15.5 million TF in Assessment and Evaluation and $6.5 million TF in Contracted Services
- Number One Standards Teacher Professional Development - $1.5 million GR
- Federal Elementary and Secondary School Emergency Relief Funds for state education agency reserve $255 million TF.

School District Workforce
Total: $569.8 million
- Workforce Development for career and technical education and adult education - $372.3 million
- Perkins Career and Technical Education grants and Adult Education and Literacy funds - $120.6 million
- CAPE Incentive Funds for students who earn Industry Certifications - $6.5 million
- Open Door Grant Program - $15 million
- School and Instructional Enhancement Grants - $1.7 million GR
- Pathways to Career Opportunities Grant Program for apprenticeships - $10 million GR
- No tuition increase

Health & Human Servicers Summary

Total Budget: $44,570.6 million

Department of Children and Families

Total: $3,756.6 million

Community Mental Health/Substance Abuse Services:

- Opioid Response Grant - $117.1 million TF
  - Legal Settlement Funds for Abatement of the Opioid Epidemic - $11.3 million GR
  - Mental Health and Substance Abuse Prevention Block Grants - $112.5 million TF
  - Medicaid Savings for Florida Assertive Community Treatment (FACT) Teams - ($7.2) million GR; $7.2 million TF
  - 2-1-1 Call Volume and Coordination Expansion - $3.0 million GR
  - Employment Opportunities for Individuals with Mental Illnesses - $1.1 million GR

Department of Veterans Affairs

Total: $153.0 million [$34.7 million GR; $118.3 million TF]; 1,482.5 positions

- Nonrecurring Trust Fund Shift to General Revenue Due to Trust Fund Deficit as a result of the New Homes Delayed Opening, and Decreased Occupancy Rates Due to COVID-19 - $19.3 million GR
- Additional Medical and Nonmedical Equipment, and Recreational Equipment and Furniture in State Veterans' Nursing Homes - $0.8 million GR
- Nursing Home Contracted Services Increase - $4.2 million TF
- Initial Staffing and Startup for New State Veterans' Nursing Homes - 3 FTE; $0.2 million TF
- Florida is For Veterans Training Grants - $1.3 million GR

Transportation, Tourism & Economic Development Summary

Total Budget: $13.7 billion

Department of Economic Opportunity

Total: $1.1 billion

- Economic Development Toolkit Payments (existing contracts) - $20.5 million GR and TF
- Economic Development Partners (VISIT Florida, Space Florida, Enterprise Florida, Florida Sports Foundation) - $81.6 million; $6 million.
- Affordable Housing Programs - $209.2 million
    - State Housing Initiatives Partnership (SHIP) - $146.7 million (allocated to local governments)
- State Apartment Incentive Loan (SAIL) Programs - $62.5 million
- Administration of Federal Grants (Hurricane Recovery, Community Development, and Others) - $14 million
- Economic Development Projects - $1.56 million
- Housing and Community Development Projects - $24.5 million
- Workforce Projects - $5.2 million

Department of State

Total: $120 million

- Maintenance of Effort for Libraries - $23.9 million GR
- Grants to Library Cooperatives - $2 million GR
- Cultural and Museum Program Support and Facilities Grants and Initiatives - $31.1 million GR
    - Cultural & Museum Program Support Grants - $26.7 million GR
        - Cultural and Museum Ranked List - $23.2 million (funds distributed proportionally to all 515 projects)
        - Culture Builds Florida Ranked List - $3.5 million (funds all 153 projects)
    - Cultural and Museum Projects - $4.4 million GR
- Historical Resources Preservation Projects - $5.65 million GR and TF
    - Historic Preservation Grants - Historic Preservation Small Matching Grants Ranked List - $750,005 GR and $1.5 million TF (funds all 58 projects)
    - Historic Preservation Projects - $3.4 million GR
- Elections – $7.6 million TF
    - Cyber Security and Election Activity Grants to Supervisors of Elections - $3 million
    - Florida Voter Registration System Hardware Refresh - $1.5 million
    - Elections Hardware Refresh - $2 million
    - Voter Registration Activities - $1.1 million

Department of Transportation

Total: $10.3 billion TF; 6,175 positions

- Transportation Work Program - $9.2 billion TF
    - County Transportation Programs:
        - Small County Road Resurface Assistance Program (SCRAP) - $38.2 million
        - Small County Outreach Program (SCOP) - $88.8 million
    - Local Transportation Initiatives (Road Fund) Projects - $89.5 million

- Transportation Disadvantaged Program - $65.9 million TF

Division of Emergency Management
Total: $1.7 billion [$15.2 million GR; $1.7 billion TF]; 175 positions
- Federally Declared Disaster Funding - $1.6 billion
    - Funding to Communities - $1.5 billion TF
    - State Operations - $124 million TF
- Community Recovery and Preparedness Projects - $5.5 million GR

Agriculture & Environment Summary

Total Budget: $6.7 billion

Department of Environmental Protection

Total: $2.2 billion

- DEP Everglades Restoration - $360.1 million LATF
- Water Quality Improvements - $354.5 million
    - Wastewater Grant Program - $116.7 million
    - Water Quality Improvements Everglades - $50 million LATF
    - Water Projects - $116.6 million GR
    - Septic Upgrade Incentive Program - $10 million LATF
    - Non-Point Source Planning Grants - $17 million
    - Reclaimed Water Program - $0.8 million LATF
- Water Quality Improvements - Blue Green Algae Task Force - $10.8 million GR
- Resilient Florida Program - $29 million TF
- Innovative Technology Grants for Harmful Algal Blooms - $10 million
- Florida Forever - $102 million
- Division of State Lands - $100 million LATF
- Florida Recreational Development Assistance Grants - $2 million TF
- Beach Management Funding Assistance - $100 million LATF
- Drinking Water Revolving Loan Program - $136.6 million
- Wastewater Revolving Loan Program - $211.2 million
- Small County Solid Waste Management Grants - $3 million TF
- Small County Wastewater Treatment Grants - $11 million TF
- Reef Protection Tire Abatement - $2.5 million TF
- Land and Water Conservation Grants - $13.8 million TF
- Local Parks - $4.7 million GR
- Florida Keys Area of Critical State Concern - $20 million GR
- State Parks Maintenance and Repairs - $50 million TF [$43 million LATF; $7 million TF]

Fish & Wildlife Conservation Commission

Total: $429.5 million

- Marine Fisheries Recovery Grant Program - $3.9 million TF
- Boating Infrastructure and Improvement Program - $5.8 million TF
- Derelict Vessel Removal - $3.6 million TF
- Land Acquisition for the Protection of Endangered Species - $4.6 million TF
- Manatee Habitat Restoration - $8 million GR

section is effective upon becoming a law.

SECTION 148. The Legislature hereby adopts by reference the changes to the approved operating budget as set forth in Budget Amendment EOG #B2021-0619, Bureau of Public Health Pharmacy Florida and Department of Corrections agreement, as submitted by the Department of Health for approval by the Legislative Budget Commission. The Governor shall modify the approved operating budget for Fiscal Year 2020-2021 consistent with the amendment. This section is effective upon becoming a law.

SECTION 149. The Legislature hereby adopts by reference the changes to the approved operating budget as set forth in Budget Amendment EOG# 2021-B0624 as submitted on March 25, 2021, by the Governor on behalf of the Department of the Lottery for approval by the Legislative Budget Commission. The Governor shall modify the approved operating budget for Fiscal Year 2020-2021 consistent with the amendment. This section is effective upon becoming a law.

SECTION 150. Pursuant to section 215.32(2)(b) 4.a., Florida Statutes, $362,450,000 from unobligated cash balance amounts specified from the following trust funds shall be transferred to the General Revenue Fund for Fiscal Year 2020-2021:

DEPARTMENT OF ECONOMIC OPPORTUNITY
  Local Government Housing Trust Fund..... 322,450,000
  State Housing Trust Fund..... 40,000,000

Funds shall be transferred by June 30, 2021. This section is effective upon becoming law.

SECTION 151. Pursuant to section 215.32(2)(b)4.a., Florida Statutes, $196,800,000 from unobligated cash balance amounts specified from the following trust funds shall be transferred to the General Revenue Fund for Fiscal Year 2021-2022:

AGENCY FOR HEALTH CARE ADMINISTRATION
  Grants and Donations Trust Fund..... 30,000,000
  Medical Care Trust Fund..... 20,000,000
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
  Division of Florida Condominiums, Timeshares and Mobile Homes Trust Fund..... 5,000,000
  Professional Regulation Trust Fund..... 10,000,000
DEPARTMENT OF CORRECTIONS
  Privately Operated Institutions Inmate Welfare Trust Fund. 3,000,000
DEPARTMENT OF ECONOMIC OPPORTUNITY
  Triumph Gulf Coast Trust Fund..... 26,000,000
DEPARTMENT OF FINANCIAL SERVICES
  Financial Institutions Regulatory Trust Fund..... 3,000,000
  Insurance Regulatory Trust Fund..... 13,000,000
  Regulatory Trust Fund/Office of Financial Regulation..... 10,000,000
DEPARTMENT OF HEALTH
  Biomedical Research Trust Fund..... 9,800,000
  Grants and Donations Trust Fund..... 20,000,000
  Medical Quality Assurance Trust Fund..... 15,000,000
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
  Highway Safety Operating Trust Fund..... 10,000,000
DEPARTMENT OF JUVENILE JUSTICE
  Social Services Block Grant Trust Fund..... 3,500,000
DEPARTMENT OF MANAGEMENT SERVICES
  Operating Trust Fund/Division of Administrative Hearings.. 1,500,000
DEPARTMENT OF TRANSPORTATION
  State Transportation Trust Fund..... 17,000,000

Funds specified above from each trust fund shall be transferred in four equal installments on a quarterly basis during the fiscal year.

SECTION 152. Contingent upon the Department of Financial Services receiving and depositing into the General Revenue Fund any amount from the state's allocation from the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), the following nonrecurring appropriations from the General Revenue Fund are authorized for the 2020-2021 fiscal year for the purpose of responding to the negative economic impacts of the COVID-19 public health emergency:

PAYMENTS TO PANDEMIC FIRST RESPONDERS
The nonrecurring sum of $208,437,342 from the General Revenue Fund is appropriated to the Department of Economic Opportunity to distribute a one-time bonus payment of $1,000 to each essential first responder. An essential first responder is an individual who is a first responder,

considered an essential frontline worker in responding to the COVID-19 pandemic, and employed by a state or local government who is a sworn law enforcement officer, emergency medical technician, firefighter, paramedic, Institutional Security Officer, Chief, Specialist, or Supervisor of the Department of Children and Families or Agency for Persons with Disabilities, or Department of Corrections' Certified Correctional Officer, Certified Correctional Probation Officer, or IG Inspector. The bonus payment shall be adjusted to include 7.65 percent for Federal Insurance Contribution Act (FICA) tax. Each bonus payment shall be pro-rated based on the full-time equivalency of the employee's position. Employees classified as being other personnel services (OPS) or temporary employees are not eligible for the bonus payment.

Impacted collective bargaining units are not precluded from bargaining over wages; however, the funding allocation for the one-time bonus payment must be used solely to comply with the requirements of this section.

The Department of Economic Opportunity must develop a plan for distribution of the funds. Applicable state agencies and each local entity must assist the department with the collection of necessary data and provide all other information or assistance required by the department. At a minimum, the plan must address the following:
(1) The number and type of first responders employed by each applicable state agency and local entity.
(2) The method to distribute the appropriate funds to the applicable state agency and local entity to make the one-time bonus payment to eligible individuals in the most efficient and quickest manner available.
(3) The estimated cost to the department associated with the development, administration, and distribution of the funds.
(4) Eligibility criteria, which must include at a minimum:
(a) The employee must currently be employed and have been continuously employed by the applicable state agency or local entity since March 1, 2020.
(b) The employee must not have been the subject of any disciplinary action during the period of March 1, 2020, through the date the economic payment check is distributed to the individual. The term "disciplinary action" includes written reprimands, suspensions, dismissals, and involuntary or voluntary demotions that were associated with disciplinary actions.
(c) Other criteria deemed essential by the department to determine eligibility and make payments.

The Department of Economic Opportunity shall submit the plan to the Executive Office of the Governor's Office of Policy and Budget, the chair of the Senate Appropriations Committee, and the chair of the House Appropriations Committee by October 1, 2021. The Department of Economic Opportunity is authorized to submit budget amendments, pursuant to chapter 216, Florida Statutes, as necessary for the distribution of funds to applicable state and local entities. Funds must be distributed to individuals as soon as possible.

EMERGENCY PREPAREDNESS AND RESPONSE FUND
The Chief Financial Officer shall transfer $1,000,000,000 from the General Revenue Fund to the Emergency Preparedness and Response Fund in the Executive Office of the Governor, contingent upon HB 1595, or substantially similar legislation, becoming law.

STATE TRANSPORTATION TRUST FUND
The Chief Financial Officer shall transfer $2,000,000,000 from the General Revenue Fund to the State Transportation Trust Fund in the Department of Transportation to offset revenue losses associated with the COVID-19 pandemic. From these funds, $1,750,000,000 must be used on State Highway System projects, and the department shall place a priority on restoring funding for such projects in the Work Program that were deferred or deleted under Executive Order 20-275 issued on October 23, 2020. The remaining $250,000,000 must be allocated for grants for port operations to Florida ports, as defined in section 311.09, Florida Statutes, with cruise ship or cargo traffic that was impacted by COVID-19. The nonrecurring sum of $813,000,000 from the State Transportation Trust Fund is appropriated to the department in Fixed Capital Outlay for State Highway System projects, and the nonrecurring sum of $250,000,000 from the State Transportation Trust Fund is appropriated to the department for port operations.

RESILIENT FLORIDA TRUST FUND
The Chief Financial Officer shall transfer $500,000,000 from the General Revenue Fund to the Resilient Florida Trust Fund in the Department of

Environmental Protection. The nonrecurring sum of $500,000,000 from the Resilient Florida Trust Fund is appropriated in Fixed Capital Outlay for the Resilient Florida Grant Program authorized in Senate Bill 1954. This section is contingent upon Senate Bill 1954 and Senate Bill 2514, or similar legislation, becoming a law.

WATER PROTECTION AND SUSTAINABILITY PROGRAM TRUST FUND
The Chief Financial Officer shall transfer $500,000,000 from the General Revenue Fund to the Water Protection and Sustainability Program Trust Fund in the Department of Environmental Protection. The nonrecurring sum of $500,000,000 from the Water Protection and Sustainability Program Trust Fund is appropriated in Fixed Capital Outlay for the wastewater grant program authorized in section 403.0673, Florida Statutes. This section is contingent upon Senate Bill 2512, or similar legislation, becoming a law.

DEFERRED BUILDING MAINTENANCE PROGRAM
The nonrecurring sum of $350,000,000 is appropriated to Administered Funds to address negative economic impacts to the state resulting from the COVID-19 pandemic by investing in deferred maintenance needs in state, college, and university facilities. The funds shall be held in reserve. State agencies and the judicial branch are authorized to develop and submit to the Executive Office of the Governor a list of maintenance, repair, and renovation projects that will improve the health and safety of such facilities. Eligible projects include those which improve air quality to reduce the risk of viral and environmental health hazards; correct critical life safety issues; improve water and sewer infrastructure; mitigate environmental deficiencies; ensure compliance with the Americans with Disabilities Act; or ensure compliance with building codes. The Executive Office of the Governor shall review the submitted project lists and develop a statewide funding plan. The funding plan shall be submitted to the Legislative Budget Commission no later than September 1, 2021, for approval. After the funding plan is approved by the Commission, 20 percent of the funds shall be released immediately. Budget amendments may be submitted for the additional release of funds pursuant to the provisions of chapter 216, Florida Statutes.

BUDGET STABILIZATION FUND
The Chief Financial Officer shall transfer $350,000,000 from the General Revenue Fund to the Budget Stabilization Fund, as authorized by Article III, section 19(g), of the Florida Constitution.

LAND ACQUISITION
The nonrecurring sum of $300,000,000 from the General Revenue Fund is appropriated to the Department of Environmental Protection in Fixed Capital Outlay for the acquisition of lands, in fee simple or using alternatives to fee simple, such as conservation easements, to protect natural and working landscapes. Priority shall be provided to lands that preserve, protect, or enhance wildlife habitats or corridors and linkages or agricultural or rural lands. If requested by the landowner, the Department of Environmental Protection may not restrict a landowner's ability to use, or authorize the use of by third parties, specific parcels of land within a conservation easement purchased through this provision for conservation banking or recipient sites for imperiled species as defined in section 259.105(2)(a)11., Florida Statutes; or wetlands mitigation banking pursuant to chapter 373, Florida Statutes, provided the specific parcels of land include wetland or upland areas that can be enhanced, restored, or created under the conditions of a wetlands mitigation bank permit.

NEW WORLDS READING INITIATIVE
The nonrecurring sum of $125,000,000 from the General Revenue Fund is appropriated to the administrator designated by the Department of Education to implement the provisions relating to the New Worlds Reading Initiative in House Bill 3 and is contingent upon the bill or similar legislation becoming a law.

COASTAL MAPPING SERVICES
The nonrecurring sum of $100,000,000 from the General Revenue Fund is appropriated to the Department of Environmental Protection in Fixed Capital Outlay to competitively procure high-resolution coastal mapping services to provide seafloor data from the coast (land-margin interface) to the edge of the continental shelf or beyond. The department shall seek matching funds from the National Oceanic and Atmospheric Administration (NOAA) National Ocean Service Office of Coast Survey and other federal programs. The department is authorized to submit amendments for additional federal spending authority based on any matching funds received from NOAA or other federal agencies pursuant to

the provisions of chapter 216, Florida Statutes. Up to one percent of the funds provided may be used for administrative costs.

PINEY POINT
The nonrecurring sum of $100,000,000 from the General Revenue Fund is appropriated to the Department of Environmental Protection in Fixed Capital Outlay for emergency response efforts and to expedite closure of the Piney Point facility, now operated as the Eastport Terminal facility, located in Manatee County, Florida. These funds may be used to address environmental impacts either directly or indirectly related to the emergency response and site closure.

WORKFORCE INFORMATION SYSTEM
The nonrecurring sum of $100,000,000 from the General Revenue Fund is appropriated to the Department of Economic Opportunity to implement a consumer-first workforce information system as provided in HB 1507 and is contingent upon the bill, or substantially similar legislation, becoming a law. Funds shall be held in reserve. Release of these funds is contingent upon completion and approval of the planning deliverables phase required of the department in Specific Appropriation 2194 of the General Appropriations Act for Fiscal Year 2021-2022. The department is authorized to submit quarterly budget amendments requesting release of these funds pursuant to the provisions of chapter 216, Florida Statutes.

STATE EMERGENCY OPERATIONS CENTER
The nonrecurring sum of $100,000,000 from the General Revenue Fund is appropriated to the Department of Management Services (DMS) in Fixed Capital Outlay for the planning, design, site acquisition, site preparation, permitting, and construction of a new State Emergency Operations Center in Leon County, to be managed by DMS. From these funds, up to $6,000,000 is provided for planning and design.

From the funds provided, $94,000,000 shall be placed in reserve. Upon completion of the planning and design, DMS is authorized to submit a project plan and budget amendment for the release of funds, pursuant to chapter 216, Florida Statutes. The project plan, at a minimum, shall include: 1) the architectural plans, design, and total square footage of the facility and/or complex; 2) the site location; 3) a detailed breakout of the costs; and 4) a timeline for completion. The project plan and budget amendment for the release of funds must be submitted to the President of the Senate, the Speaker of the House of Representatives, and the Executive Office of the Governor's Office of Policy and Budget. The facility and/or complex, upon completion, shall be included in the Florida Facilities Pool, pursuant to chapter 255, Florida Statutes.

EVERGLADES RESTORATION
The nonrecurring sum of $58,993,065 from the General Revenue Fund is appropriated to the Department of Environmental Protection in Fixed Capital Outlay for Everglades Restoration, including Comprehensive Everglades Restoration Plan and Restoration Strategies projects.

REEMPLOYMENT ASSISTANCE SYSTEM MODERNIZATION
The nonrecurring sum of $56,400,000 from the General Revenue Fund is appropriated to the Department of Economic Opportunity for the modernization of the Reemployment Assistance system that complies with section 282.206, Florida Statutes. These funds shall be held in reserve. Release of these funds is contingent upon the full release of funds provided for system modernization in Specific Appropriation 2202A. The department is authorized to submit quarterly budget amendments requesting release of these funds pursuant to the provisions of chapter 216, Florida Statutes, and based on the department's planned quarterly expenditures. Release is contingent upon the approval of a detailed operational work plan and monthly spend plan that identifies all work activities and costs budgeted for Fiscal Year 2021-2022.

BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
The nonrecurring sum of $50,000,000 from the General Revenue Fund is appropriated to the Department of Environmental Protection in Fixed Capital Outlay for distribution to beach and inlet management projects, consistent with any component of the comprehensive long-term management plan, developed in accordance with section 161.161, Florida Statutes. Funds may be used in accordance with section 161.101, Florida Statutes, for projects on annual ranked lists, storm repair projects, or projects on lands managed by the state. Up to one percent of the funds provided may be used for contractual services and administration needed to support department management initiatives.

INLAND PROTECTION TRUST FUND

The Chief Financial Officer shall transfer $50,000,000 from the General Revenue Fund to the Inland Protection Trust Fund in the Department of Environmental Protection to offset revenue losses associated with the COVID-19 pandemic. The nonrecurring sum of $50,000,000 is appropriated to the department in Fixed Capital Outlay for Petroleum Tanks Cleanup.

FLORIDA NATIONAL GUARD ARMORIES
The nonrecurring sum of $50,000,000 is appropriated from the General Revenue Fund to the Department of Military Affairs in Fixed Capital Outlay to construct new readiness centers in Immokalee and Zephyrhills. Of the funds appropriated, $25,000,000 shall be used for construction of the 2/54th Security Forces Assistance Brigade Readiness Center in Immokalee, and $25,000,000 shall be used for construction of the Security Forces Assistance Brigade Readiness Center in Zephyrhills.

FLORIDA JOB GROWTH GRANT FUND
The nonrecurring sum of $50,000,000 is appropriated from the General Revenue Fund to the Department of Economic Opportunity for the Florida Job Growth Grant Fund pursuant to section 288.101, Florida Statutes.

C-51 RESERVOIR
The nonrecurring sum of $48,000,000 from the General Revenue Fund is appropriated to the Department of Environmental Protection in Fixed Capital Outlay for Phase II of the C-51 Reservoir pursuant to section 373.4598(9), Florida Statutes, a regionally significant alternative water supply project.

ALTERNATIVE WATER SUPPLY
The nonrecurring sum of $40,000,000 from the General Revenue Fund is appropriated to the Department of Environmental Protection in Fixed Capital Outlay for the water supply and water resource development grant program to help communities plan for and implement conservation, reuse and other water supply and water resource development projects. Priority funding will be given to regional projects in the areas of greatest need and for projects that provide the greatest benefit. The department shall identify and research all viable alternative water supply resources and provide an assessment of funding needs critical to supporting Florida's growing economy.

AFRICAN-AMERICAN CULTURAL AND HISTORICAL GRANTS
The nonrecurring sum of $30,000,000 from the General Revenue Fund is appropriated to the Department of State in Fixed Capital Outlay to conduct an expedited, supplemental grant funding process for capital projects at facilities in Florida that highlight the contributions, culture, or history of African-Americans. The Florida Council on Arts and Culture and the Florida Historical Commission shall coordinate to jointly conduct an expedited grant application process using policies and guidelines similar to those approved for the annual cultural and historic grant processes utilized by the department. Priority shall be given to projects that encourage the design or construction of a new facility or the renovation of an existing facility in an area with great cultural significance in which no facility exists; enhance the beauty or aesthetic value of facilities named for significant African-Americans; or restore facilities on the National Register of Historic Places. The guidelines shall outline a process for accepting, reviewing, and ranking applications for supplemental or new funding. An eligible project may receive up to $500,000 or up to $1,000,000 with 50 percent matching funds from other sources.

FLORIDA TOURISM INDUSTRY MARKETING CORPORATION (VISIT FLORIDA)
The nonrecurring sum of $25,000,000 is appropriated from the General Revenue Fund to the Department of Economic Opportunity to contract with the Florida Tourism Industry Marketing Corporation to conduct activities that support and fund Florida's tourism industry and its recovery from COVID-19 through promotion and marketing activities, services, functions, and programs.

SPRINGS RESTORATION
The nonrecurring sum of $25,000,000 from the General Revenue Fund is appropriated to the Department of Environmental Protection in Fixed Capital Outlay for springs restoration. The funds may be used for land acquisition to protect springs and for capital projects that protect the quality and quantity of water that flow from springs.

DERELICT VESSEL REMOVAL PROGRAM
The nonrecurring sum of $25,000,000 from the General Revenue Fund is appropriated to the Fish and Wildlife Conservation Commission in Fixed Capital Outlay for the Derelict Vessel Removal Program.

SMALL COMMUNITY WASTEWATER GRANT PROGRAM
The nonrecurring sum of $25,000,000 from the General Revenue Fund is appropriated to the Department of Environmental Protection in Fixed Capital Outlay for a small community wastewater grant program to assist local governments with septic to sewer programs and wastewater system upgrades. Grants shall be provided to Rural Areas of Opportunity as defined in section 288.0656, Florida Statutes, and Fiscally Constrained Counties as defined in section 218.67(1), Florida Statutes. The department may not require a local match for such grants.

TOTAL MAXIMUM DAILY LOADS
The nonrecurring sum of $20,000,000 from the General Revenue Fund is appropriated to the Department of Environmental Protection in Fixed Capital Outlay to monitor and assess water quality, set scientific water quality restoration goals (Total Maximum Daily Loads), and accelerate the implementation of the projects and actions set forth in restoration plans, such as Basin Management Action Plans (BMAPs), to address nutrient pollution.

FISH AND WILDLIFE CONSERVATION COMMISSION AIRCRAFT
The nonrecurring sum of $8,400,500 from the General Revenue Fund is appropriated to the Fish and Wildlife Conservation Commission for the acquisition of three aircraft including funds for fuel and maintenance.

PUBLIC EDUCATION CAPITAL OUTLAY
The nonrecurring sum of $401,247,449 from the General Revenue Fund is appropriated to the Department of Education as Fixed Capital Outlay for the following projects:

SPECIAL FACILITY CONSTRUCTION ACCOUNT

Baker	28,441,721
Bradford	36,098,899
Calhoun	19,049,614
Jackson	35,045,700
Levy	24,832,326
Okeechobee	66,832,629

FLORIDA COLLEGE SYSTEM PROJECTS

COLLEGE OF CENTRAL FLORIDA	
Gym/Health Science Renovation (Senate Form 1745)	7,800,000
COLLEGE OF THE FLORIDA KEYS	
Ren Dive Building, Site 1 (Senate Form 2105)	384,026
DAYTONA STATE COLLEGE	
Const Clsrm/Lab/Office, site imp-Deltona	3,854,586
FLORIDA GATEWAY COLLEGE	
Olustee Campus Public Safety Facility	652,628
Replace Bldgs 8 & 9-Lake City	6,148,625
FLORIDA SOUTHWESTERN STATE COLLEGE	
Rem Lee - Bldg K Technology Building Remodel (Senate Form 2104)	6,692,157
LAKE SUMTER STATE COLLEGE	
Maintenance & Repair - All (Senate Form 2107)	2,350,000
MIAMI DADE COLLEGE	
Rem/ Ren/ New/ Clsrms/ Labs/ Sup Svcs - West	1,697,180
PASCO-HERNANDO STATE COLLEGE	
Center for Student Success and Community Engagement (Senate Form 1979) (HB 3237)	25,000,000
PENSACOLA STATE COLLEGE	
Baars Classroom Building (Replace Bldg 1)-Main	18,794,091
POLK STATE COLLEGE	
Rem/Ren Bldg 4 Class/Lab-Winter Haven	16,272,759
SAINT JOHNS RIVER STATE COLLEGE	
Rem/Ren/Add Instructional and Support-Orange Park	1,303,521
SANTA FE COLLEGE	
Construct Clsrm, Lab, & Library Bldg-Blount	3,000,000
SEMINOLE STATE COLLEGE	
S/LM Building S Science Labs (202) Roof Replacement & Envelope Renovation (Senate Form 1006)(HB 2069)	459,622
STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA	
Construct Science & Technology Building, Venice Campus (Senate Form 2110) (HB 2731)	2,946,543

STATE UNIVERSITY SYSTEM PROJECTS

FLORIDA ATLANTIC UNIVERSITY	
AD Henderson University Lab School - STEM Arena & Multipurpose Building	17,304,000

FLORIDA GULF COAST UNIVERSITY
School of Integrated Watershed and Coastal Studies..... 1,388,248
FLORIDA INTERNATIONAL UNIVERSITY
CASE Building - Remodel & Renovation..... 7,150,000
FLORIDA POLYTECHNIC UNIVERSITY
Applied Research Center..... 14,868,574
FLORIDA STATE UNIVERSITY
College of Business..... 30,500,000
UNIVERSITY OF FLORIDA
Whitney Library for Marine Bioscience..... 16,500,000
UNIVERSITY OF NORTH FLORIDA
Roy Lassiter Hall Renovations..... 5,880,000

In the event the federal funds deposited into the General Revenue fund are insufficient to fully fund all the appropriations authorized in this section, the first distributions shall be to the Payments to Pandemic First Responders, and the Emergency Preparedness and Response Fund. Once those appropriations are fully funded, the remaining federal funds and any federal funds received thereafter shall be distributed proportionally based on the amounts authorized in this section. No appropriations shall be added to the Appropriations Ledger beyond the receipt of federal funds in the State Treasury. Any unexpended balances of funds appropriated in this section remaining on June 30, 2021, shall revert and are appropriated for the same purposes in the 2021-2022 fiscal year. In the event the required amount of federal funds is not received before June 30, 2021, the authorized appropriations in this section shall take effect July 1, 2021, for the 2021-2022 fiscal year.

The Executive Office of the Governor shall distribute the federal funds at an amount equivalent to the federal funds received and as provided in this section. The Executive Office of the Governor shall notify the Senate Committee on Appropriations and the House Appropriations Committee of 1) the receipt of federal funds; 2) the amount received; and 3) the distributions that will be made in accordance with this section.

Federal funds received from the state's allocation from the federal Coronavirus State Fiscal Recovery Fund that are in excess of the appropriated amounts authorized in this section shall be retained in the General Revenue Fund, unallocated to mitigate future economic uncertainty related to the state's continued recovery from the COVID-19 pandemic. This section is effective upon becoming law.

SECTION 153. Any section of this act, or any appropriation herein contained, if found to be invalid shall in no way affect other sections or specific appropriations contained in this act.

SECTION 154. Except as otherwise provided herein, this act shall take effect July 1, 2021, or upon becoming law, whichever occurs later; however, if this act becomes law after July 1, 2021, then it shall operate retroactively to July 1, 2021.

TOTAL THIS GENERAL APPROPRIATION ACT

FROM GENERAL REVENUE FUND 36,343,570,215

FROM TRUST FUNDS 65,200,072,368

TOTAL POSITIONS 113,742.76

TOTAL ALL FUNDS 101,543,642,583

TOTAL APPROVED SALARY RATE 5,481,401,026

FDOT Emergency Travel Alert: For information on the current situation, please visit the following page - Alerts.

Florida Department of

TRANSPORTATION

Web Application

Office of Work Program and Budget

Five Year Work Program

Selection Criteria	
District 04 **(Updated: 3/3/2021-21.11.00)** **Fiscal Years:**2021; 2022;	**2021-2026 G1** **St Lucie County**

Display current records in a Report Style
Display current records in an Excel Document

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 04 - St Lucie County
Description: ALCANTARRA BLVD FROM SW SAVONA BLVD TO SW PORT ST.LUCIE BLVD
Type of Work: SIDEWALK — View Scheduled Activities
Item Number: 444349-1
Length: 0.800 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$2,745					
Highways/Construction						
Amount:		$601,565				
Item Total:	**$2,745**	**$601,565**				

Project Summary

Transportation System: INTRASTATE TURNPIKE — District 04 - St Lucie County ** Turnpike **
Description: BRIDGE IMPROVEMENTS TO 940076 & 940951, TPK ML ST.LUCIE CNTY, MP150.7
Type of Work: BRIDGE REHABILITATION — View Scheduled Activities
Item Number: 437986-5 — **SIS**
Length: 0.048

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026

Turnpike/Preliminary Engineering						
Amount:	$5,302					
Turnpike/Railroad & Utilities						
Amount:	$930,997					
Turnpike/Construction						
Amount:	$1,261,200					
Item Total:	**$2,197,499**					

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: CITY OF FT. PIERCE JPA SIGNAL MAINTENANCE & OPERATIONS ON SHS
Type of Work: TRAFFIC SIGNALS — View Scheduled Activities
Item Number: 437975-1

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Operations						
Amount:	$283,037	$290,534				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: CITY OF PORT ST. LUCIE JPA SIGNAL MAINTENANCE & OPERATIONS ON SHS
Type of Work: TRAFFIC SIGNALS — View Scheduled Activities
Item Number: 437977-1

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Operations						
Amount:	$115,247	$118,705				

Project Summary

Transportation System: OFF STATE HWY SYS/OFF FED SYS — District 04 - St Lucie County
Description: CURTIS STREET FROM NW PRIMA VISTA BLVD TO NW FLORESTA DRIVE
Type of Work: SIDEWALK — View Scheduled Activities
Item Number: 444348-1
Length: 0.543 — View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Preliminary Engineering						
Amount:	$4,102					
Highways/Construction						
Amount:		$567,373				
Item Total:	**$4,102**	**$567,373**				

Project Summary

Transportation System: NON-SYSTEM SPECIFIC — District 04 - St Lucie County
Description: EMERGENCY OPERATIONS - HURRICANE ISAIAS PRE-EVENT RECOVERY
Type of Work: EMERGENCY OPERATIONS — View Scheduled Activities
Item Number: 447819-2

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Miscellaneous/Operations						
Amount:	$99,000					
Miscellaneous/Administration						
Amount:	$17,918					
Item Total:	**$116,918**					

Project Summary

Transportation System: NON-SYSTEM SPECIFIC District 04 - St Lucie County
Description: FEC OVERPASS FROM SAVANNAS RECREATION AREA TO SOUTH OF SAVANNAH RD.
Type of Work: BIKE PATH/TRAIL View Scheduled Activities
Item Number: 440032-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Miscellaneous/Preliminary Engineering						
Amount:		$430,000				
Miscellaneous/Railroad & Utilities						
Amount:		$20,000				
Item Total:		**$450,000**				

Project Summary

Transportation System: AVIATION District 04 - St Lucie County
Description: FPR AERO EAST TAXIWAY (DESIGN)
Type of Work: AVIATION PRESERVATION PROJECT View Scheduled Activities
Item Number: 448080-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Aviation/Capital						
Amount:		$500,000				

Project Summary

Transportation System: AVIATION District 04 - St Lucie County
Description: FPR AIRFIELD GENERATOR AND TERMINAL GENERATOR (DESIGN)
Type of Work: AVIATION PRESERVATION PROJECT View Scheduled Activities
Item Number: 448082-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Aviation/Capital						
Amount:		$55,000				

Project Summary

Transportation System: AVIATION District 04 - St Lucie County
Description: FPR AIRFIELD SIGNAGE & LIGHTING UPDATE
Type of Work: AVIATION PRESERVATION PROJECT View Scheduled Activities
Item Number: 447628-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Aviation/Capital						
Amount:	$1,800,000					

Project Summary

Transportation System: AVIATION District 04 - St Lucie County
Description: FPR CONST PHASE TAXIWAY E REALIGNMENT /TAXIWAY C4 AND C5 DEMOLITION
Type of Work: AVIATION PRESERVATION PROJECT View Scheduled Activities
Item Number: 448079-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Aviation/Capital						
Amount:		$1,500,000				

Project Summary

Transportation System: AVIATION District 04 - St Lucie County
Description: FPR CONSTRUCT SOUTHSIDE ROADWAY EXTENSION
Type of Work: AVIATION PRESERVATION PROJECT View Scheduled Activities
Item Number: 448078-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Aviation/Capital						
Amount:		$300,000				

Project Summary

Transportation System: AVIATION — District 04 - St Lucie County
Description: FPR DESIGN TAXIWAY E REALIGNMENT AND C4/C5 DEMOLITION
Type of Work: AVIATION PRESERVATION PROJECT — View Scheduled Activities
Item Number: 445976-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Aviation/Capital						
Amount:	$180,000					

Project Summary

Transportation System: AVIATION — District 04 - St Lucie County
Description: FPR EA TAXIWAY E NORTH HANGAR
Type of Work: AVIATION ENVIRONMENTAL PROJECT — View Scheduled Activities
Item Number: 445962-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Aviation/Capital						
Amount:		$160,000				

Project Summary

Transportation System: AVIATION — District 04 - St Lucie County
Description: FPR TAXIWAY REALIGNMENT PROJECT
Type of Work: AVIATION PRESERVATION PROJECT — View Scheduled Activities
Item Number: 448081-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Aviation/Capital						
Amount:		$1,164,900				

Project Summary

Transportation System: TRANSIT — District 04 - St Lucie County
Description: GATLIN BLVD. BETWEEN BRESCIA STREET AND EDGARCE STREET
Type of Work: PARK AND RIDE LOTS — View Scheduled Activities
Item Number: 422681-4
Length: 0.080 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
07/09/2020	08/24/2020	280	210	75.00%
Vendor Name: HARDRIVES OF DELRAY, INC.				

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Transit/Preliminary Engineering						
Amount:	$1,642					
Freight Logistics And Passenger Operations Program: Transit/Right of Way						
Amount:	$1,474					
Freight Logistics And Passenger Operations Program: Transit/Construction						
Amount:	$304,204					
Item Total:	**$307,320**					

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 04 - St Lucie County
Description: HURRICANE IRMA PERMANENT RESTORATION: CR-611B/EDWARDS RD. SINKHOLE
Type of Work: EMERGENCY OPERATIONS — View Scheduled Activities
Item Number: 443224-1
Length: 0.493 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$1,986					
Highways/Construction						
Amount:	$15,000					
Item Total:	**$16,986**					

Project Summary

Transportation System: NON-SYSTEM SPECIFIC — District 04 - St Lucie County
Description: HURRICANE ISAIAS COUNTYWIDE EMERGENCY PRE-EVENT
Type of Work: EMERGENCY OPERATIONS — View Scheduled Activities
Item Number: 447819-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Miscellaneous/Operations						
Amount:	$83,792					

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: INTERSECTION LIGHTING RETROFIT IMPROVEMENT
Type of Work: LIGHTING — View Scheduled Activities
Item Number: 447003-1
Length: 2.701 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$133,000					
Highways/Environmental						
Amount:	$15,000					
Item Total:	**$148,000**					

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 04 - St Lucie County
Description: OLEANDER AVENUE FROM MIDWAY ROAD TO SOUTH MARKET AVENUE
Type of Work: SIDEWALK — View Scheduled Activities
Item Number: 441566-1
Length: 1.257 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$429					
Highways/Construction						
Amount:	$1,400,202					
Item Total:	**$1,400,631**					

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: OUTFALL FOR SR-70/VIRGINIA AVENUE
Type of Work: DRAINAGE IMPROVEMENTS — View Scheduled Activities

Item Number: 441715-1 **SIS Connector**
Length: 0.185 View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$11,342					
Highways/Right of Way						
Amount:		$251,392				
Highways/Environmental						
Amount:	$10,000					
Item Total:	**$21,342**	**$251,392**				

Project Summary

Transportation System: INTRASTATE TURNPIKE District 04 - St Lucie County ** Turnpike **
Description: PAINT BRIDGES - TPK MAINLINE OVER CR 709 (MP 150.7) (940076, 940951)
Type of Work: BRIDGE - PAINTING View Scheduled Activities
Item Number: 438550-1 **SIS**
Length: 0.200 View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Turnpike/Preliminary Engineering						
Amount:		$16,328				

Project Summary

Transportation System: INTRASTATE TURNPIKE District 04 - St Lucie County ** Turnpike **
Description: PAINT BRIDGES - TPK MAINLINE OVER RIM DITCH (MP142.2) (940049,940082)
Type of Work: BRIDGE - PAINTING View Scheduled Activities
Item Number: 438551-1 **SIS**
Length: 0.200 View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Turnpike/Preliminary Engineering						
Amount:	$1,315	$10,028				

Project Summary

Transportation System: INTRASTATE TURNPIKE District 04 - St Lucie County ** Turnpike **
Description: PAINT BRIDGES IN ST. LUCIE COUNTY (940050 @ MP 150.5)(940072 @ MP 152.
Type of Work: BRIDGE - PAINTING View Scheduled Activities
Item Number: 435410-1 **SIS**
Length: 0.132 View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Turnpike/Preliminary Engineering						
Amount:		$38,000				

Project Summary

Transportation System: AVIATION District 04 - St Lucie County
Description: PAVEMENT MARKING PROJECT
Type of Work: AVIATION PRESERVATION PROJECT View Scheduled Activities
Item Number: 448891-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Aviation/Capital						
Amount:	$625,000					

Project Summary

Transportation System: SEAPORT — District 04 - St Lucie County
Description: PORT OF FORT PIERCE REHABILITATION OF SOUTH DOCK
Type of Work: SEAPORT CAPACITY PROJECT — View Scheduled Activities
Item Number: 444457-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Seaport/Capital						
Amount:	$626,354					

Project Summary

Transportation System: SEAPORT — District 04 - St Lucie County
Description: PORT OF FORT PIERCE TERMINAL IMPROVEMENTS
Type of Work: SEAPORT CAPACITY PROJECT — View Scheduled Activities
Item Number: 448536-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Seaport/Capital						
Amount:		$1,000,000				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: PORT OF FT. PIERCE OVERPASS CONNECTOR
Type of Work: BIKE PATH/TRAIL — View Scheduled Activities
Item Number: 447399-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Planning						
Amount:		$250,000				

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 04 - St Lucie County
Description: PORT ST LUCIE BLVD FROM DARWIN BLVD TO GATLIN BLVD
Type of Work: ADD LEFT TURN LANE(S) — View Scheduled Activities
Item Number: 431752-4
Length: 0.580 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Construction						
Amount:	$8,538,258					

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 04 - St Lucie County
Description: PORT ST. LUCIE BLVD FROM BECKER ROAD TO PAAR DRIVE
Type of Work: ADD LANES & RECONSTRUCT — View Scheduled Activities
Item Number: 431752-3
Length: 1.119 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$16,322					
Highways/Environmental						
Amount:		$100,000				
Item Total:	**$16,322**	**$100,000**				

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 04 - St Lucie County

Description: PORT ST. LUCIE BLVD FROM PAAR DRIVE TO DARWIN BLVD
Type of Work: ADD LANES & RECONSTRUCT
View Scheduled Activities
Item Number: 431752-2
Length: 1.946
View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$17,594	$131,977				
Highways/Right of Way						
Amount:	$110,741					
Highways/Environmental						
Amount:	$10,000					
Item Total:	**$138,335**	**$131,977**				

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW
District 04 - St Lucie County
Description: PORT ST.LUCIE BLVD FROM SOUTH OF ALCANTARRA BV TO SOUTH OF DARWIN BLVD
Type of Work: ADD LANES & RECONSTRUCT
View Scheduled Activities
Item Number: 431752-6
Length: 0.713
View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Railroad & Utilities						
Amount:	$55,000	$2,104,356				
Highways/Construction						
Amount:		$11,370,052				
Item Total:	**$55,000**	**$13,474,408**				

Project Summary

Transportation System: TRANSIT
District 04 - St Lucie County
Description: PSL UZA - ST. LUCIE COUNTY SECTION 5307 FORMULA FUNDS
Type of Work: CAPITAL FOR FIXED ROUTE
View Scheduled Activities
Item Number: 413494-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Transit/Operations						
Amount:	$15,400,000	$810,000				
Freight Logistics And Passenger Operations Program: Transit/Capital						
Amount:	$6,986,078	$1,610,000				
Item Total:	**$22,386,078**	**$2,420,000**				

Project Summary

Transportation System: INTRASTATE TURNPIKE
District 04 - St Lucie County
** Turnpike **
Description: RECONSTRUCT TPK MAINLINE ST. LUCIE CNTY, MP 138.13 - 153.23
Type of Work: FLEXIBLE PAVEMENT RECONSTRUCT.
View Scheduled Activities
Item Number: 437986-1
SIS
Length: 15.100
View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
07/17/2019	10/14/2019	836	526	62.92%
Vendor Name: COMMUNITY ASPHALT CORP.				

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026

Turnpike/Preliminary Engineering						
Amount:	$42,063					
Turnpike/Construction						
Amount:	$155,245					
Item Total:	**$197,308**					

Project Summary

Transportation System: INTRASTATE TURNPIKE

District 04 - St Lucie County
** Turnpike **

Description: RESURFACE TPK MAINLINE IN ST LUCIE COUNTY, MP 169.3 - 173
Type of Work: RESURFACING
Item Number: 444402-1
Length: 3.700

View Scheduled Activities
SIS
View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Turnpike/Preliminary Engineering						
Amount:	$1,500	$1,024,000				

Project Summary

Transportation System: INTRASTATE TURNPIKE

District 04 - St Lucie County
** Turnpike **

Description: RESURFACE TPK MAINLINE IN ST. LUCIE COUNTY, MP 153.23 - 169.32
Type of Work: RESURFACING
Item Number: 436517-1
Length: 16.090

View Scheduled Activities
SIS
View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
03/27/2018	07/24/2018	882	882	100.00%
Vendor Name: COMMUNITY ASPHALT CORP.				

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Turnpike/Construction						
Amount:	$1,014,263					

Project Summary

Transportation System: INTRASTATE TURNPIKE

District 04 - St Lucie County
** Turnpike **

Description: ROADSIDE IMPROVEMENT FOR TPK MAINLINE FROM MP 169.3 - 173
Type of Work: GUARDRAIL
Item Number: 444402-2
Length: 3.700

View Scheduled Activities
SIS
View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Turnpike/PD & E						
Amount:	$125,691					
Turnpike/Preliminary Engineering						
Amount:	$3,501					
Item Total:	**$129,192**					

Project Summary

Transportation System: INTRASTATE TURNPIKE

District 04 - St Lucie County
** Turnpike **

Description: SAFETY IMPROVEMENTS TURNPIKE MAINLINE ST LUCIE COUNTY MM138.13-153.23
Type of Work: GUARDRAIL
Item Number: 437986-3
Length: 15.100

View Scheduled Activities
SIS
View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
07/17/2019	10/14/2019	836	526	62.92%

Vendor Name: COMMUNITY ASPHALT CORP.

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Turnpike/Preliminary Engineering						
Amount:	$53					
Turnpike/Construction						
Amount:	$30,510					
Item Total:	**$30,563**					

Project Summary

Transportation System: NON-SYSTEM SPECIFIC — District 04 - St Lucie County
Description: SAVANNAS PRESERVE STATE PARK FR LENNARD RD TO SAVANNAS RECREATION AREA
Type of Work: BIKE PATH/TRAIL — View Scheduled Activities
Item Number: 439999-3

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Miscellaneous/Right of Way						
Amount:	$23,000	$41,458				
Miscellaneous/Environmental						
Amount:		$135,000				
Item Total:	**$23,000**	**$176,458**				

Project Summary

Transportation System: NON-SYSTEM SPECIFIC — District 04 - St Lucie County
Description: SAVANNAS PRESERVE STATE PARK GAP WALTON RD.TO SAVANNAS RECREATION AREA
Type of Work: BIKE PATH/TRAIL — View Scheduled Activities
Item Number: 439999-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Miscellaneous/Preliminary Engineering						
Amount:	$196,785					
Miscellaneous/Environmental						
Amount:	$56,025					
Item Total:	**$252,810**					

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-5/US-1 @ SR-70/VIRGINIA AVENUE
Type of Work: ADD RIGHT TURN LANE(S) — View Scheduled Activities
Item Number: 436868-1 — **SIS Connector**
Length: 0.071

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
07/22/2020	11/19/2020	466	123	26.39%

Vendor Name: C. W. ROBERTS CONTRACTING, INC.

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						

Amount:	$74					
Highways/Right of Way						
Amount:	$434	$157,704				
Highways/Construction						
Amount:	$70,203					
Item Total:	**$70,711**	**$157,704**				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-5/US-1 FROM EDWARDS ROAD TO TENNESSEE AVE
Type of Work: DRAINAGE IMPROVEMENTS — View Scheduled Activities
Item Number: 441714-1
Length: 1.176 — View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Preliminary Engineering						
Amount:	$142,313					
Highways/Right of Way						
Amount:		$26,000				
Item Total:	**$142,313**	**$26,000**				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-5/US-1 FROM MARTIN/ST LUCIE COUNTY LINE TO SE PORT ST LUCIE BLVD
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 447652-1
Length: 0.605 — View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Preliminary Engineering						
Amount:		$355,578				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-5/US-1 FROM NORTH OF SR-70/VIRGINIA AVE TO NORTH OF AVE O
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 446109-1
Length: 2.704 — View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Preliminary Engineering						
Amount:	$644,030	$254,991				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-607/EMERSON AVE FROM SR-614/INDRIO RD TO 25TH ST. SW
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 447651-1
Length: 2.525 — View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Preliminary Engineering						
Amount:		$335,040				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-615 FROM NORTH OF AVE Q TO ST LUCIE BLVD

Type of Work: RESURFACING
View Scheduled Activities
Item Number: 443997-1
Length: 1.255
View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$36,479					
Highways/Construction						
Amount:		$2,158,374				
Highways/Environmental						
Amount:	$5,000					
Item Total:	**$41,479**	**$2,158,374**				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY
District 04 - St Lucie County
Description: SR-615/S 25TH ST FROM N OF EDWARDS RD TO N OF VIRGINIA AVE
Type of Work: RESURFACING
View Scheduled Activities
Item Number: 446170-1
Length: 1.024
View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$406,768	$27,469				

Project Summary

Transportation System: INTRASTATE INTERSTATE
District 04 - St Lucie County
Description: SR-68/ORANGE AVE FROM SR-713/KINGS HWY TO E OF SR-9/I-95 SB RAMP
Type of Work: INTERCHANGE - ADD LANES
View Scheduled Activities
Item Number: 446168-1
SIS
Length: 0.646
View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/PD & E						
Amount:		$310,000				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY
District 04 - St Lucie County
Description: SR-68/ORANGE AVENUE FROM N 32ND ST TO SR-5/US-1
Type of Work: RESURFACING
View Scheduled Activities
Item Number: 446169-1
Length: 1.915
View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$535,158	$15,451				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY
District 04 - St Lucie County
Description: SR-70 FROM IDEAL HOLDING RD TO S ROCK ROAD
Type of Work: RESURFACING
View Scheduled Activities
Item Number: 447653-1
SIS
Length: 7.858
View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:		$1,030,812				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-70/OKEECHOBEE ROAD AT CR-712/MIDWAY ROAD
Type of Work: LIGHTING — View Scheduled Activities
Item Number: 443685-1 — SIS
Length: 0.397 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
05/29/2020	10/05/2020	152	140	92.11%
Vendor Name: WIRETEK SOLUTIONS, LLC.				

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Construction						
Amount:	$46,417					

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-713 @ SR-614
Type of Work: ADD TURN LANE(S) — View Scheduled Activities
Item Number: 424143-1
Length: 1.084 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Right of Way						
Amount:	$2,802,701					

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-713/KING'S HWY FR SOUTH OF SR-70 TO NORTH OF PICOS RD
Type of Work: LANDSCAPING — View Scheduled Activities
Item Number: 230256-8
Length: 1.890 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$185,647	$27,898				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-713/KINGS HWY FR 500' S OF SR-70 TO NORTH OF PICOS ROAD
Type of Work: ADD LANES & RECONSTRUCT - Concrete — View Scheduled Activities
Item Number: 230256-6 — SIS
Length: 2.200 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
07/24/2018	09/17/2018	1516	889	58.64%
Vendor Name: HALLEY ENGINEERING CONTRACTORS,				
07/24/2018	09/17/2018	1516	889	58.64%
Vendor Name: HALLEY ENGINEERING CONTRACTORS,				

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Right of Way						
Amount:	$1,117,295	$143,956				
Highways/Railroad & Utilities						

Amount:	$25,186					
Highways/Construction						
Amount:	$282,536					
Highways/Environmental						
Amount:	$1,345					
Item Total:	**$1,426,362**	**$143,956**				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY District 04 - St Lucie County
Description: SR-713/KINGS HWY FR N OF SR-9/I-95 OVERPASS TO N OF COMMERCIAL CIR
Type of Work: ADD LANES & RECONSTRUCT View Scheduled Activities
Item Number: 438379-1
Length: 1.400 View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Preliminary Engineering						
Amount:	$43,950					
Highways/Right of Way						
Amount:	$297,810	$87,360				
Highways/Environmental						
Amount:	$4,967					
Item Total:	**$346,727**	**$87,360**				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY District 04 - St Lucie County
Description: SR-713/KINGS HWY FROM N OF COMMERCIAL CIRCLE TO NORTH OF ST LUCIE BLVD
Type of Work: ADD LANES & RECONSTRUCT View Scheduled Activities
Item Number: 438379-2
Length: 1.210 View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Preliminary Engineering						
Amount:	$53,969					
Highways/Right of Way						
Amount:	$284,600	$178,869				
Highways/Environmental						
Amount:	$20,696					
Item Total:	**$359,265**	**$178,869**				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY District 04 - St Lucie County
Description: SR-713/KINGS HWY FROM NORTH OF PICOS RD TO NORTH OF SR-9/I-95 OVERPASS
Type of Work: ADD LANES & RECONSTRUCT - Concrete View Scheduled Activities
Item Number: 230256-7
Length: 1.217 View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
07/24/2018	09/17/2018	1516	889	58.64%
Vendor Name: HALLEY ENGINEERING CONTRACTORS,				

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Right of Way						
Amount:	$82,658					
Highways/Construction						
Amount:	$28,656					

Highways/Environmental						
Amount:	$1,346					
Item Total:	**$112,660**					

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-713/KINGS HWY FROM NORTH OF PICOS RD TO NORTH OF SR-9/I-95 OVERPASS
Type of Work: LANDSCAPING — View Scheduled Activities
Item Number: 438041-1
Length: 1.552 — View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Preliminary Engineering						
Amount:	$149,220					

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-716/PORT ST LUCIE BLVD OVER LONG CREEK & N FORK ST LUCIE RIVER BRDG
Type of Work: BRIDGE-REPAIR/REHABILITATION — View Scheduled Activities
Item Number: 443595-1
Length: 0.227 — View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Preliminary Engineering						
Amount:	$30,957					
Highways/Construction						
Amount:		$698,542				
Highways/Environmental						
Amount:	$9,968					
Item Total:	**$40,925**	**$698,542**				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-716/PORT ST.LUCIE BLVD FROM W OF SE SHELTER DRIVE TO SR-5/US-1
Type of Work: RESURFACING — View Scheduled Activities
Item Number: 446376-1
Length: 1.543 — View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Preliminary Engineering						
Amount:		$402,163				

Project Summary

Transportation System: INTRASTATE INTERSTATE — District 04 - St Lucie County
Description: SR-9/I-95 @ BECKER ROAD INTERCHANGE
Type of Work: LANDSCAPING — View Scheduled Activities
Item Number: 441314-1 — **SIS**
Length: 0.478 — View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Preliminary Engineering						
Amount:	$4,656					
Highways/Construction						
Amount:		$927,449				
Item Total:	**$4,656**	**$927,449**				

Project Summary

Transportation System: INTRASTATE INTERSTATE — District 04 - St Lucie County
Description: SR-9/I-95 AT ST LUCIE WEST BLVD
Type of Work: INTERCHANGE - ADD LANES — View Scheduled Activities
Item Number: 435337-1 — **SIS**
Length: 1.814 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$296,530					
Highways/Construction						
Amount:		$14,643,050				
Highways/Contract Incentives						
Amount:		$150,000				
Highways/Environmental						
Amount:	$4,500					
Item Total:	**$301,030**	**$14,793,050**				

Project Summary

Transportation System: INTRASTATE INTERSTATE — District 04 - St Lucie County
Description: SR-9/I-95 FROM NORTH OF GATLIN BLVD TO SOUTH OF ST. LUCIE WEST BLVD
Type of Work: SKID HAZARD OVERLAY — View Scheduled Activities
Item Number: 443847-1 — **SIS**
Length: 2.967 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$1,460,210	$67,920				

Project Summary

Transportation System: INTRASTATE INTERSTATE — District 04 - St Lucie County
Description: SR-9/I-95 NORTHBOUND AND SOUTHBOUND OFF-RAMPS AT GATLIN BLVD.
Type of Work: INTERCHANGE - ADD LANES — View Scheduled Activities
Item Number: 439761-1 — **SIS**
Length: 1.704 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$153,559					
Highways/Construction						
Amount:		$5,687,268				
Item Total:	**$153,559**	**$5,687,268**				

Project Summary

Transportation System: INTRASTATE INTERSTATE — District 04 - St Lucie County
Description: SR-9/I-95 NORTHBOUND AND SOUTHBOUND OFF-RAMPS AT MIDWAY RD.
Type of Work: INTERCHANGE - ADD LANES — View Scheduled Activities
Item Number: 439754-1 — **SIS**
Length: 0.775 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$67,198					
Highways/Environmental						
Amount:	$34,516					
Item Total:	**$101,714**					

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-A1A FROM FT PIERCE INLET STATE PARK TO SLC/INDIAN RIVER COUNTY LINE
Type of Work: BIKE PATH/TRAIL — View Scheduled Activities
Item Number: 443506-1
Length: 5.193 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/PD & E						
Amount:	$274,692					

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-A1A NORTH BRIDGE OVER ICWW BRIDGE #940045
Type of Work: BRIDGE REPLACEMENT — View Scheduled Activities
Item Number: 429936-2
Length: 1.205 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Preliminary Engineering						
Amount:	$80,396					
Highways/Right of Way						
Amount:	$6,962,835	$2,812,437				
Highways/Railroad & Utilities						
Amount:	$2,750,000	$500,000				
Highways/Construction						
Amount:		$84,334,130				
Highways/Environmental						
Amount:	$34,360					
Item Total:	**$9,827,591**	**$87,646,567**				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: SR-A1A NORTH BRIDGE OVER ICWW BRIDGE# 940045
Type of Work: MISCELLANEOUS CONSTRUCTION — View Scheduled Activities
Item Number: 441390-1
Length: 0.389 — View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Construction						
Amount:	$76,000					

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: ST LUCIE COUNTY JPA SIGNAL MAINTENANCE & OPERATIONS ON SHS
Type of Work: TRAFFIC SIGNALS — View Scheduled Activities
Item Number: 437976-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Highways/Operations						
Amount:	$189,418	$194,672				

Project Summary

Transportation System: INTRASTATE STATE HIGHWAY — District 04 - St Lucie County
Description: ST. LUCIE - PRIMARY MOWING AND LITTER CONTRACT
Type of Work: ROUTINE MAINTENANCE — View Scheduled Activities
Item Number: 234003-8

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Maintenance/Bridge/Roadway/Contract Maintenance						
Amount:	$225,000	$225,000				

Project Summary

Transportation System: INTRASTATE INTERSTATE — District 04 - St Lucie County
Description: ST. LUCIE CO INTERSTATE BRIDGES
Type of Work: ROUTINE MAINTENANCE — View Scheduled Activities
Item Number: 234376-2 — **SIS**

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Maintenance/Bridge/Roadway/Contract Maintenance						
Amount:	$2,000	$2,000				

Project Summary

Transportation System: TRANSIT — District 04 - St Lucie County
Description: ST. LUCIE COUNTY BLOCK GRANT OPERATING ASSISTANCE
Type of Work: OPERATING/ADMIN. ASSISTANCE — View Scheduled Activities
Item Number: 407187-3

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Transit/Operations						
Amount:	$1,389,914	$1,479,004				

Project Summary

Transportation System: TRANSIT — District 04 - St Lucie County
Description: ST. LUCIE COUNTY FIXED ROUTE
Type of Work: OPERATING FOR FIXED ROUTE — View Scheduled Activities
Item Number: 442568-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Transit/Operations						
Amount:	$400,000					

Project Summary

Transportation System: INTRASTATE INTERSTATE — District 04 - St Lucie County
Description: ST. LUCIE COUNTY INTERSTATE-ROADWAY
Type of Work: ROUTINE MAINTENANCE — View Scheduled Activities
Item Number: 234376-1 — **SIS**

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Maintenance/Bridge/Roadway/Contract Maintenance						
Amount:	$100,000	$100,000				

Project Summary

Transportation System: SEAPORT — District 04 - St Lucie County
Description: ST. LUCIE COUNTY PORT OF FT. PIERCE
Type of Work: SEAPORT REVENUE/OPERAT PROJECT — View Scheduled Activities
Item Number: 415086-2

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Seaport/Capital						
Amount:	$1,094,944					

Project Summary

Transportation System: TRANSIT — District 04 - St Lucie County
Description: ST. LUCIE COUNTY SECTION 5311 OPERATING RURAL FUNDS

Type of Work: OPERATING/ADMIN. ASSISTANCE View Scheduled Activities
Item Number: 407185-3

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Transit/Operations						
Amount:	$122,008	$119,838				

Project Summary
Transportation System: INTRASTATE STATE HIGHWAY District 04 - St Lucie County
Description: ST. LUCIE COUNTY STATE HIGHWAY SYSTEM BRIDGES
Type of Work: ROUTINE MAINTENANCE View Scheduled Activities
Item Number: 233859-2
Length: 999.999 View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Maintenance/Bridge/Roadway/Contract Maintenance						
Amount:	$50,000	$50,000				

Project Summary
Transportation System: INTRASTATE STATE HIGHWAY District 04 - St Lucie County
Description: ST. LUCIE COUNTY STATE HIGHWAY SYSTEM ROADWAY
Type of Work: ROUTINE MAINTENANCE View Scheduled Activities
Item Number: 233859-1
Length: 999.999 View Map of Item

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Maintenance/Bridge/Roadway/Contract Maintenance						
Amount:	$1,600,000	$1,600,000				

Project Summary
Transportation System: NON-SYSTEM SPECIFIC District 04 - St Lucie County
Description: ST. LUCIE FY 2020/2021-2021/2022 UPWP
Type of Work: TRANSPORTATION PLANNING View Scheduled Activities
Item Number: 439326-3

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Transportation Planning/Planning						
Amount:	$885,563	$845,333				

Project Summary
Transportation System: TRANSIT District 04 - St Lucie County
Description: ST. LUCIE TPO SECTION "5305D" TRANSIT PLANNING
Type of Work: PTO STUDIES View Scheduled Activities
Item Number: 413737-3

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Transit/Planning						
Amount:	$118,602	$139,886				

Project Summary
Transportation System: TRANSIT District 04 - St Lucie County
Description: ST. LUCIE TRANSIT CORRIDOR LAKEWOOD PARK REGIONAL ROUTE
Type of Work: OPERATING FOR FIXED ROUTE View Scheduled Activities
Item Number: 444664-1

Project Detail

Fiscal Year:	2021	2022	2023	2024	2025	2026
Freight Logistics And Passenger Operations Program: Transit/Operations						

Amount:	$180,000					

Project Summary

Transportation System: TRANSIT — District 04 - St Lucie County
Description: ST.LUCIE COUNTY SECTION 5339 CAPITAL FOR BUS & BUS FACILITIES
Type of Work: CAPITAL FOR FIXED ROUTE — View Scheduled Activities
Item Number: 434548-1

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Freight Logistics And Passenger Operations Program: Transit/Capital						
Amount:	$1,579,114	$275,000				

Project Summary

Transportation System: AVIATION — District 04 - St Lucie County
Description: TREASURE COAST INTERNATIONAL AIRPORT CONSTRUCT MICROSURFACING RW 14/12
Type of Work: AVIATION PRESERVATION PROJECT — View Scheduled Activities
Item Number: 442102-1

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Freight Logistics And Passenger Operations Program: Aviation/Capital						
Amount:	$187,763					

Project Summary

Transportation System: FACILITIES — District 04 - St Lucie County
Description: TREASURE COAST OPERATIONS CENTER PAINTING- FUEL STATION CANOPY
Type of Work: FIXED CAPITAL OUTLAY — View Scheduled Activities
Item Number: 446895-1

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Maintenance/Bridge/Roadway/Contract Maintenance						
Amount:	$35,000					

Project Summary

Transportation System: FACILITIES — District 04 - St Lucie County
Description: TREASURE COAST OPERATIONS- CARPET REPLACEMENT
Type of Work: FIXED CAPITAL OUTLAY — View Scheduled Activities
Item Number: 446895-2

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Maintenance/Bridge/Roadway/Contract Maintenance						
Amount:		$20,000				

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 04 - St Lucie County
Description: W. MIDWAY RD/CR-712 FROM GLADES CUT OFF ROAD TO SELVITZ ROAD
Type of Work: ADD LANES & RECONSTRUCT — View Scheduled Activities
Item Number: 231440-3
Length: 1.577 — View Map of Item

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/PD & E						
Amount:	$39,696					
Highways/Preliminary Engineering						
Amount:	$65,526					
Highways/Right of Way						
Amount:	$56,467	$582,781				
Highways/Railroad & Utilities						
Amount:	$10,000					

Highways/Environmental						
Amount:	$31,895					
Item Total:	**$203,584**	**$582,781**				

Project Summary

Transportation System: NON-INTRASTATE OFF STATE HIGHW — District 04 - St Lucie County
Description: W. MIDWAY RD/CR-712 FROM S. 25TH STREET/SR-615 TO SR-5/US-1
Type of Work: ADD LANES & RECONSTRUCT — View Scheduled Activities
Item Number: 231440-2
Length: 1.803 — View Map of Item

Construction Contract Information

Notice to Proceed Date	Work Begun Date	Present Contract Days	Contract Days Used	Percent Days Used
08/19/2016	11/07/2016	1743	1596	91.57%
Vendor Name: MORRISON - COBALT JV				

Project Detail

Fiscal Year:	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Highways/Right of Way						
Amount:	$93,089					
Highways/Construction						
Amount:	$908,057					
Item Total:	**$1,001,146**					

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Consistent, Predictable, Repeatable

2021

ST. LUCIE COUNTY FLORIDA

LEGISLATIVE SESSION FINAL REPORT

Session Summary

Despite what will go down as perhaps the most unusual legislative session in Florida's modern history, the State House and Senate still managed to consider and pass a high number of bills (275 total – the most since 2016), the largest state budget in history, COVID-specific legislation to both respond to the current situation and position the state for future emergencies, and many other topics. Due to COVID protocols the Florida Capitol, as you know, was effectively closed to the public with all testimony being taken via livestream from the Donald Tucker Center a few blocks from the Capitol.

Specific to the budget, what began in the Fall of 2020 with reports from Florida's Revenue Estimating Conference - a group of economists tasked with quarterly reporting to the legislature on actual and projected state revenue - as upwards of a $5 billion deficit ($2+ billion in the current year and an addition $2+ billion for FY 21-22) became the largest state budget in history at more than $101 billion. This was due to far-better than anticipated tax receipts (mostly derived from sales tax increases in many ways attributable to drive market tourism and travel to the state throughout the pandemic) along with the allocation of more than $10 billion to the state from the American Rescue Plan passed by Congress in March. Ultimately, the legislature spent $6.7 billion of the federal money in the budget, appropriating the balance to bolster reserves.

On the policy front, the legislature tackled many major initiatives throughout the 60 day session despite the limited public access to the Capitol building. From passing what has been labeled the largest school choice/voucher expansion in the nation, to COVID liability relief for all public and private sector entities, to limiting executive power (at state and local levels) in future emergencies and pandemic, to record environmental and water quality/quantity spending, to repealing the State's longstanding no fault auto insurance program, to reforming the property insurance market, and everything in between - including some local preemption bills that passed, and some that didn't – the House and Senate leadership did not stray far from what had been outlined before the session as an aggressive agenda for each chamber.

Summary of State Budget

Senate Bill 2500, the General Appropriations Act for Fiscal Year 2021-2022, provides for a total budget of $101.5 billion, including:

- $36.3 billion from the General Revenue Fund (GR)
- $2.4 billion from the Education Enhancement Trust Fund
- $1.1 billion from the Public Education Capital Outlay Trust Fund (PECO TF)
- $61.7 billion from other trust funds (TF)
- 113,742.76 full time equivalent positions (FTE)

RESERVES

- Total: $6 billion

EDUCATION CAPITAL OUTLAY

Total: $272.8 million [$29.1 million GR, $243.7 million PECO TF]

- Charter School Repairs and Maintenance - $182.9 million [PECO TF]
- Developmental Research School Repairs and Maintenance - $7.7 million [PECO TF]
- Other Public School Projects - $9.4 million [PECO TF]
- Florida College System Projects - $26 million [$10.6 million GR, $15.4 million PECO TF]
- State University System Projects - $37.8 million [$18.5 million GR, $19.3 million PECO TF]
- School for the Deaf and Blind Repairs and Maintenance - $2.7 million [PECO TF]
- Public Broadcasting - Health and Safety Issues - $6 million [PECO TF]
- Division of Blind Services Repairs and Maintenance - $315,000 [PECO TF]

In addition: $46 million in authorization for State University System (SUS) Capital Improvement Student Fee Projects

COMPENSATION AND BENEFITS

- Minimum Wage Increase to $13 per hour for State Employees - $43 million [$26 million GR; $17 million TF]
- State Attorney and Public Defender 10% Pay Increase - $1.3 million GR
- DCA Judges 10% Pay Increase - $1.6 million GR
- Florida Retirement System (State Agencies) - $59 million [$33 million GR; $26 million TF]
- Federal Coronavirus State Fiscal Recovery Funds [$6.7 billion total - contingent on receipt of Federal Coronavirus State Fiscal Recovery Funds
- Budget Stabilization Fund: $350 million

EMERGENCY RESPONSE

- Emergency Preparedness and Response Fund - $1 billion
- First Responders $1,000 Bonus Payment - $208.4 million
    - A first responder is defined as an essential frontline worker who is a sworn law enforcement officer, emergency medical technician, firefighter, paramedic, Institutional Security Officer, Chief, Specialist, or Supervisor of the Department of Children and Families or Agency for Persons with Disabilities, or Department of Corrections' Certified Correctional Officer, Certified Correctional Probation Officer, or IG Inspector.
- Child care and early learning instructors $1,000 Bonus Payment - $166 million*
    - Authority is provided for the Department of Education to utilize additional federal funds to provide these bonuses.
- Classrooms teachers and principals $1,000 Bonus Payment - $215.7 million**
    - Authority is provided for the Department of Education to utilize additional federal funds to provide these bonuses.
- Child care assistance for essential workers including health care sector employees, emergency responders, and sanitation workers - $950.4 million***

INFRASTRUCTURE IMPROVEMENTS AND ENHANCEMENTS

- State Highway System and Florida Ports - $2 billion
    - State Highway System - $1.8 billion
    - Port Operations Grants - $250 million
- Deferred Building Maintenance - $350 million
- State Emergency Operations Center - $100 million
- Florida National Guard New Armories / Immokalee and Zephyrhills - $50 million

WATER QUALITY AND ENVIRONMENTAL PROTECTION

- Resilient Florida Grants - $500 million
- Wastewater Grant Program - $500 million
- Wildlife Corridor (DEP Land Acquisition) - $300 million
- Piney Point - $100 million
- Coastal Mapping Services - $100 million
- Everglades Restoration - $59 million
- Beach Management Funding Assistance Program - $50 million
- Petroleum Underground Storage Cleanup Program - $50 million

- C-51 Reservoir - $48 million
- Alternative Water Supply - $40 million
- Springs Restoration - $25 million
- Small Community Wastewater Grants - $25 million
- Derelict Vessel Removal Program - $25 million
- Total Maximum Daily Loads - $20 million
- FWC Enhanced Aviation Support - 8.4 million

ECONOMIC DEVELOPMENT AND WORKFORCE SUPPORT

- Workforce Information Technology System - $100 million
- Reemployment Assistance System - $56.4 million
- Jobs Growth Grant Fund - $50 million
- African American Cultural and Historic Grant Program - $30 million
- Visit Florida - $25 million

EDUCATION INITIATIVES AND FACILITY IMPROVEMENTS

- Education Capital Outlay / PreK-12 Special Facilities - $210.3 million
- Education Capital Outlay / Higher Education - $190.9 million
- New Worlds Reading Initiative - $125 million

* From Coronavirus Response and Relief Supplemental Appropriations Act – Child Care

SPECIFIC FUNDS

** From American Rescue Plan Act – Education Specific Funds

*** From American Rescue Plan Act – Child Care Specific Funds

Summary Of Bills Passed As It Relates To Local Governments

House Bill 1 Combating Public Disorder by Rep. Fernandez-Barquin

The bill (Chapter 2021-6, L.O.F.) addresses acts of public disorder and responses to public disorder by:

- Codifying the common law elements of the first degree misdemeanor offense of affray, which a person commits if he or she engages, by mutual consent, in fighting with another person in a public place to the terror of the people;
- Defining the third degree felony offense of riot, which a person commits if he or she willfully participates in a violent public disturbance involving an assembly of three or more persons, acting with a common intent to assist each other in violent and disorderly conduct, resulting in:
    - Injury to another person;
    - Damage to property; or
    - Imminent danger of injury to another person or damage to property;
- Creating the second degree felony offense of aggravated rioting, which a person commits if, in the course of committing a riot, he or she:
    - Participates with 25 or more persons;
    - Causes great bodily harm to a person not participating in the riot;
    - Causes property damage in excess of $5,000;
    - Displays, uses, threatens to use, or attempts to use a deadly weapon; or
    - By force, or threat of force, endangers the safe movement of a vehicle traveling on a public street, highway, or road;
- Defining the third degree felony offense of inciting a riot, which a person commits when he or she willfully incites another person to participate in a riot, resulting in a riot or imminent danger of a riot;
- Creating the second degree felony offense of aggravated inciting a riot, which a person commits if he or she:
    - Incites a riot resulting in great bodily harm to another person not participating in the riot;
    - Incites a riot resulting in property damage in excess of $5,000; or
    - Supplies a deadly weapon to another person or teaches another person to prepare a deadly weapon with intent that the deadly weapon be used in a riot for an unlawful purpose;
- Specifying that these public disorder offenses do not prohibit constitutionally protected activity such as peaceful protest;
- Requiring a person to be held in jail until he or she appears for a first appearance hearing and a court determines bond if the person was arrested for mob intimidation, riot, aggravated riot, inciting a riot, aggravated inciting a riot, unlawful assembly, theft or burglary committed during a riot or an aggravated riot, and theft committed within a county that is subject to a state of emergency (conforming to a current first appearance requirement for burglary committed within a county that is subject to a state of emergency);
- Authorizing the state attorney for the judicial circuit in which a municipality is located, or a member of the governing body of that municipality, to appeal to the Administration Commission a reduction in the operating budget of the municipal law enforcement agency, similar to the budget reduction appeals process available to sheriffs;

- Revising s. 316.2045, F.S., relating to obstruction of roadways, to remove language that federal courts found unconstitutional, modify the pedestrian violation for willful obstruction of roadways to add the element of remaining in the roadway but remove the element of approaching motor vehicles on the roadway, and specify that this pedestrian violation does not prohibit a local governmental entity from issuing a lawful special event permit;
- Providing that a municipality is civilly liable for specified damages proximately caused by the municipality's breach of a duty to allow the municipal law enforcement agency to respond appropriately to protect persons and property during a riot or an unlawful assembly (as specified in the bill), and providing that statutory sovereign immunity recovery limits do not apply to such action;
- Increasing penalties for assault and battery, and increasing offense severity level rankings for aggravated assault and aggravated battery, when committed in furtherance of a riot or an aggravated riot;
- Repealing s. 870.03, F.S., which punishes committing specific types of damage (to dwellings, buildings, ships, or vessels) during an unlawful assembly, since this type of public disorder would be punished by the offense of riot (as defined by the bill);
- Creating the first degree misdemeanor offense of mob intimidation, which is committed when a person, assembled with two or more other persons and acting with a common intent, uses force or threatens to use imminent force, to compel or induce, or attempt to compel or induce, another person to do or refrain from doing any act or to assume, abandon, or maintain a particular viewpoint against his or her will;
- Providing for a six-month mandatory minimum sentence for battery on a law enforcement officer if the offense was committed in furtherance of a riot or an aggravated riot;
- Increasing the offense severity level rankings for an assault or battery on a law enforcement officer or other specified official when the offense was committed in furtherance of a riot or an aggravated riot;
- Amending s. 806.13, F.S., relating to criminal mischief, to provide that it is a third degree felony for any person, without the consent of the owner of a memorial or historic property, to willfully and maliciously deface, injure, or otherwise damage the memorial or historic property if the value of the damage is greater than $200, and requiring restitution of the full cost of repair or replacement of the memorial or historic property;
- Creating the second degree felony offense of willfully and maliciously destroying, demolishing, or pulling down any memorial or historic property unless authorized by the owner of the memorial or historic property, and requiring restitution of the full cost of repair or replacement of the memorial or historic property;
- Reclassifying the degree, and increasing the offense severity level ranking, of specified burglary and theft offenses committed during a riot or an aggravated riot when facilitated by conditions arising from the riot;
- Creating the first degree misdemeanor offense of cyberintimidation by publication, which a person commits if he or she electronically publishes another person's personal identification information with the intent to, or with the intent that a third party will use the information to: incite violence or commit a crime against the person; or threaten or harass the person, placing the other person in reasonable fear of bodily harm;
- Creating an affirmative defense in a civil action for damages for personal injury, wrongful death, or property damage that such action arose from an injury or damage sustained by a participant acting in furtherance of a riot;
- Increasing the offense severity ranking level of offenses involving willfully injuring or removing a tomb or monument; and
- Ranking battery during a riot or an aggravated riot and several other public disorder offenses in the offense severity level ranking chart of the Criminal Punishment Code.

These provisions were approved by the Governor and take effect April 19, 2021.
Vote: Senate 23-17; House 76-39

House Bill 35 Legal Notice by Rep. Randy Fine

The bill provides an option for governmental agencies required by law to publish certain legal notices to publish those notices on a newspaper's website in lieu of a paper-based publication.
An agency wishing to exercise this option may only do so upon the agency finding, pursuant to a publicly noticed hearing, that such an Internet-based publication is in the public interest and that residents have sufficient access to the Internet in order to review any legal notices published in this format. This determination must be made by a majority vote of the governing body.

If a governmental agency exercises the option to publish legal notices on a newspaper website, the agency must provide an additional notice at least once per week in a print edition newspaper of general circulation. This notice must contain a statement that legal notices pertaining to the agency do not all appear in the print edition of the local newspaper and that a full listing may be accessed on the statewide legal notice website located at the website managed by the Florida Press Association.

The bill expands the types of publications that qualify to publish legal notices. Currently, a newspaper must, among other requirements, be "for sale to the general public" and be qualified to be admitted and entered as a periodical matter the local post office. By removing these two requirements, the bill will allow for legal notices to be published in some smaller publications that are free to the public.

The bill requires the Florida Press Association to ensure that minority populations throughout the state have equitable access to legal notices that are posted on the statewide website. Additionally, the association must publish a quarterly report with the following information:

- A list of all newspapers that placed notices on the statewide legal notices website.
- The number of unique visitors to the statewide legal notices website;
- The number of legal notices published in print;
- The number of legal notices published by Internet-only publication; and
- The statutory criteria that qualified each newspaper to publish legal notices and advertisements.

If approved by the Governor, these provisions take effect January 1, 2022.
Vote: Senate 39-0; House 105-9

Senate Bill 44 Use of Drones by Government Agencies by Senator Wright

The bill provides additional exceptions in s. 934.50(4), F.S., for law enforcement agencies, fire departments, state agencies, and political subdivisions to use drones. The new exceptions allow law enforcement agencies to use drones to gain an aerial perspective of a crowd of 50 or more persons; assist with traffic management, except that the agency may not issue a traffic infraction based on images or video captured by a drone; and facilitate evidence collection at a crime scene or traffic crash scene.

The bill requires policies and procedures for law enforcement agencies that use a drone to gain an aerial perspective of a crowd of 50 or more people. The bill allows the use of a drone by a state agency or political subdivision for the assessment of damage due to a flood, a wildfire, or any other natural disaster that is the subject of a state of emergency declared by the state before the expiration of the emergency declaration, or by a political subdivision for vegetation and wildlife management purposes on publicly owned land or water. The bill also allows certified fire department personnel to use drones to perform tasks within the scope and practice authorized under their certification.

The bill also limits drone purchase, acquisition, or use by governmental agencies to drones manufactured by an approved manufacturer. Governmental agency is defined as any state, county, local, or municipal governmental entity or any unit of government created or established by law that uses a drone for any purpose. The bill requires the Department of Management Services, in consultation with the state chief information officer, to develop and publish a list of approved manufacturers by January 1, 2022. Upon publication of the list of approved manufacturers, a governmental agency may only purchase or acquire a drone from an approved manufacturer.

The department will adopt rules identifying the requirements of a comprehensive plan governmental agencies must follow for discontinuing the use of drones not produced by an approved manufacturer by July 1, 2022. By January 1, 2023, all governmental agencies must discontinue the use of drones not produced by an approved manufacturer. The department will establish by rule, consistent with federal guidance on drone security, minimum security requirements for data collected, transmitted, or stored by a governmental agency drone.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 40-0; House 88-24

Senate Bill 50 Taxation by Senator Gruters

Chapter 2021-2, L.O.F., the "Park Randall 'Randy' Miller Act," contains provisions related to the sales and use tax and the reemployment tax.

Sales and Use Tax
The law requires out-of-state retailers and marketplace providers with no physical presence in Florida to collect Florida's sales tax on sales of taxable items delivered to purchasers in Florida if the out-of-state retailer or marketplace provider made a substantial number of sales into Florida in the previous calendar year. A substantial number of remote sales is sales in an amount exceeding $100,000. Effective April 1, 2022, marketplace providers must also collect the following ancillary fees: the lead-acid battery fee, the waste tire fee, and the "E911" fee; and certain large retailers may contract with a marketplace provider to have the retailer be the party required to collect and remit the sales tax.

The law relieves most taxpayers and remote dealers of liability for tax, penalty, and interest for unpaid taxes on sales and uses that occurred prior to July 1, 2021; however, dealers are only relieved of liability if they register with the Department of Revenue by October 1, 2021. Marketplace sellers and providers are also largely relieved of liability.

The law repeals Florida's "bracket system" and requires dealers to use traditional rounding conventions to calculate sales taxes.

Reemployment Tax
The law deposits an amount equal to the estimated revenues from the collection of sales and use tax from remote dealers into the Unemployment Compensation Trust Fund until such time the trust fund balance exceeds $4.07 billion.

The law requires recalculation of the 2021 Reemployment Assistance Tax rates, disregarding the reemployment assistance benefits paid that were related to COVID-19, and authorizes refunds for taxpayers that have already paid the first calculation of the 2021 tax rates. Additionally, all future Reemployment Assistance Tax rates will be calculated disregarding benefit charges related to COVID-19.

Rental of Commercial Real Property
The law reduces the tax rate on the rental of commercial real property from 5.5 percent to 2 percent beginning the second month after the Unemployment Compensation Trust Fund exceeds a balance of $4.07 billion.

These provisions were approved by the Governor and take effect July 1, 2021, except where otherwise provided.
Vote: Senate 27-12; House 93-24

House Bill 53 Public Works by Rep. DiCeglie

For competitive solicitations for construction services, the bill prohibits a local ordinance or regulation that prevents the participation of specified entities in the bidding process based upon: (1) maintaining an office or place of business within a particular local jurisdiction; (2) hiring employees or subcontractors from within a particular local jurisdiction; or (3) prior payment of local taxes, assessments, or duties within a particular local jurisdiction. The prohibitions apply if such solicitations will be paid for with any state-appropriated funds.

The bill provides that the definition of "public works project" applies to pre-bid prohibitions to activities that exceed $1 million in value and that are paid for with any state-appropriated funds. The bill prohibits the state or any political subdivision that contracts for a public works project from preventing a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

The bill requires the Office of Economic & Demographic Research (EDR), beginning with the annual assessment due January 1, 2022, to include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure in their annual assessment of Florida's water resources and conservation lands.

By June 30, 2022, and every five years thereafter, the bill requires each county, municipality, or special district providing wastewater or stormwater services to develop a needs analysis for its jurisdiction over the subsequent 20 years. The analysis must be compiled and submitted to EDR, which must evaluate the compiled documents for the purpose of developing a statewide analysis for inclusion in the annual assessment due January 1, 2023. This bill provides that the analysis requirement applies to a rural area of opportunity as defined in s. 288.0656, F.S., unless such requirement would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 24-16; House 79-34

House Bill 59 Growth Management by Rep. McClain

Under current law, local governments create and adopt local comprehensive plans to control and direct land use and development within a county or municipality. The Department of Economic Opportunity oversees the local comprehensive plan system at the state level. Notwithstanding, local governments in the state retain ample independence in the substance of land use regulation of private property within their jurisdiction. The bill amends various sections of Florida law related to local government regulation of land, which is commonly referred to as "growth management."

Comprehensive Plans

The bill amends s. 163.3167, F.S., to provide that all local comprehensive plans effective, rather than adopted, after January 1, 2016, and all land development regulations adopted to implement the plan, must incorporate development orders existing before the plan's effective date, may not impair the completion of a development order, and must vest the density and intensity approved on the effective date of the comprehensive plan.

Property Rights Element

The bill requires all local governments to adopt a property rights element in their comprehensive plans. The bill provides a model statement of property rights a local government may adopt to satisfy this requirement. Notwithstanding, a local government may adopt a distinct property rights element as long as it does not conflict with the model statement. This bill provision instructs local governments to consider certain private property rights

when regulating land. The bill directs local governments to adopt this element by the earlier of its next proposed plan amendment initiated after July 1, 2021, or the date of its next comprehensive plan evaluation, as required by s. 163.3191, F.S.

Altering a Development Agreement
The bill provides that a development agreement between a local government and a party, or its designated successor in interest, may be amended or canceled without securing the consent of parcel owners that were initially subject to the development agreement unless the amendment directly modifies the land uses of an owner's property.

Department of Transportation
The bill requires the Department of Transportation, when disposing of surplus real property, to give the property's prior owner the right of first refusal to purchase the property. This right of first refusal only applies to the department's disposal of property acquired within 10 years before the date of disposition.

Developments of Regional Impact
The bill specifies that development agreements for certain developments of regional impact that are classified as "built out" may be amended using the processes adopted by local governments. Any such amendment may authorize the developer to exchange approved land uses if the developer demonstrates that the exchange will not increase impacts to public facilities. This applies to such agreements and amendments effective on or after April 6, 2018.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 38-0; House 82-32

Senate Bill 60 County and Municipal Code Enforcement by Senator Bradley

Code enforcement is a function of local government intended to enhance the economy and quality of life of counties and municipalities by protecting the health, safety, and welfare of the community. Local governments designate code inspectors or code enforcement officers to investigate potential code violations, provide notice of violations, and issue citations for noncompliance. However, such officials do not possess police powers.

CS/SB 60 amends the county and municipal code enforcement statutes to prohibit county and municipal code inspectors and code enforcement officers from initiating an investigation into violations of city or county codes or ordinances based upon an anonymous complaint. It also requires that an individual making a complaint of a potential violation provide his or her name and address to the local government body before an investigation may occur.

The prohibition does not apply if the code inspector or code enforcement officer has reason to believe the alleged violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 27-11; House 81-35

Senate Bill 64 Reclaimed Water by Senator Albritton

The bill requires domestic wastewater utilities that dispose of effluent, reclaimed water, or reuse water by surface water discharge to:

- Submit a plan to the Department of Environmental Protection (DEP) to eliminate nonbeneficial surface water discharges by November 1, 2021;
- Fully implement the plan to eliminate discharges by January 1, 2032; and
- If no plan is timely submitted or approved, eliminate discharges by January 1, 2028.

The bill requires DEP to submit a report to the Legislature by December 31, 2021, and annually thereafter, providing the average gallons per day that discharges are reduced, the average gallons per day of discharges that will continue, the level of treatment discharged water receives, and any modified or new plans submitted by a utility since the last report.

The bill does not apply to domestic wastewater treatment facilities in certain areas with limited fiscal resources and those operated by certain mobile home park operators.

The bill authorizes discharges that are being beneficially used or otherwise regulated, including:

- Discharges associated with an indirect potable reuse project;
- Permitted wet weather discharge;
- Discharges into a stormwater management system, which are subsequently withdrawn for irrigation purposes;
- Utilities that operate domestic wastewater treatment facilities with reuse systems that reuse at least 90 percent of a facility's annual average flow; or
- Discharges that provide direct ecological or public water supply benefits.

The bill also:

- Specifies that potable reuse is an alternative water supply, for purposes of making reuse
- projects eligible for alternative water supply funding;
- Incentivizes the development of potable reuse projects;
- Incentivizes residential developments that use graywater technologies; and
- Specifies the total dissolved solids allowable in aquifer storage and recovery in certain circumstances.

If approved by the Governor, these provisions take effect upon becoming law.
Vote: Senate 32-0; House 118-0

Senate Bill 72 Civil Liability for Damages Relating by Senator Brandes

The bill (Chapter 2021-1, L.O.F.) creates civil liability protections for individuals, businesses, governmental entities, and other organizations against COVID-19-related claims. The bill provides lesser liability protections to health care providers, who are defined in the bill, and provides procedures for civil actions against them.

Liability Protections for COVID-19-Related Claims

For a claim against a person, business, or other entity, but generally not a health care provider, the bill establishes preliminary requirements that a plaintiff must complete before the case may proceed. A court must determine whether:

- The complaint was pled with particularity.
- The complaint is supported by a physician's affidavit attesting to the physician's belief, within a reasonable degree of medical certainty, that the defendant caused, through acts of omissions, the plaintiff's damages, injury, or death. If the plaintiff did not meet these requirements, the court must dismiss the action, but the plaintiff may correct the deficiencies and refile the claim.
- The defendant made a good faith effort to substantially comply with authoritative or controlling health standards when the actions accrued.

If the court determines that the defendant made the requisite good faith effort, the defendant is immune from civil liability. However, if the court determines that the defendant did not make the requisite good faith effort, the lawsuit may proceed.

If the defendant is not immune, the plaintiff must meet the heightened standard of proving that the defendant's acts or omissions were grossly negligent by the clear and convincing evidence standard.

Liability Protections for Health Care Providers
The liability protections for COVID-19-related claims against a health care provider mainly relate to claims:

- Arising from the diagnosis or treatment of a person for COVID-19;
- The provision of a novel or experimental COVID-19 treatment;
- The transmission of COVID-19; and
- The delay or cancellation of a surgery or medical procedure.

To prevail in a claim against a health care provider, the plaintiff must plead the claim with particularity and generally must prove by the greater weight of the evidence that the heath care provider was grossly negligent or engaged in intentional misconduct.

A COVID-19-related lawsuit against any type of defendant must be brought within 1 year after a cause of action accrues unless the cause of action occurred before the effective date of the bill. However, if a cause accrues before the effective date of the bill, the plaintiff has 1 year from the effective date of the act to bring the claim.

While the bill takes effect upon becoming a law, it applies retroactively. However, the bill does not apply in a civil action against a particular named defendant to a suit filed before the bill's effective date.

These provisions became law upon approval by the Governor on March 29, 2021.
Vote: Senate 24-15; House 83-31

House Bill 77 Diesel Exhaust Fluid by Rep. Overdorf

The bill addresses safety issues associated with airport use of diesel exhaust fluid (DEF). The bill directs each public airport with specified uses of DEF to require a safety mitigation and exclusion plan for each fixed-base operator that performs onsite treatment of aviation fuel with a fuel system icing inhibitor and provides minimum requirements for the plan. By January 1, 2022, each airport must make the plan available for review during inspections by the Florida Department of Transportation (FDOT).

The bill also requires the FDOT, by November 1, 2021, to convene a workgroup of public airport representatives to develop uniform industry standards based on a National Air Transportation Association best practice relating to the handling of DEF, and authorizes the FDOT to adopt rules to develop a uniform industry standards form for the required plans based on the workgroup recommendations.

If approved by the Governor, these provisions take effect October 1, 2021.
Vote: Senate 40-0; House 114-0

Senate Bill 88 Farming Operations by Senator Brodeur

The bill (Chapter 2021-7, L.O.F.) amends the Florida Right to Farm Act. The general purpose of the act is to protect reasonable agricultural activities conducted on farm land from nuisance lawsuits. The bill provides stronger liability protections to farms that comply with best management practices and environmental regulations.

The definition of "farm operations" is expanded to add "agritourism" activities to the list of farm operations that receive limited legal protections from nuisance suits and other similar civil actions. The definition is further revised to include the generation of "particle emissions" to the list of conditions or activities that constitute farm operations.

The bill defines "established date of operation" for an agritourism activity as the date the specific agritourism activity commenced, providing for a separate established date of operation for an agritourism activity than for the farm operation.

The bill defines "nuisance" to mean any interference with the reasonable use and enjoyment of land, including, but not limited to, noise, smoke, odors, dust, fumes, particle emissions, or vibration. The term also includes all legal claims that meet the requirements of the definition of nuisance, regardless of whether a plaintiff designates those claims as brought in an action for nuisance, negligence, trespass, personal injury, strict liability, or some other tort.

The burden of proof that a plaintiff must meet in a nuisance action is raised to the clear and convincing evidence standard if the claim is based upon allegations that the defendant's conduct did not comply with state or federal environmental laws, regulations, or best management practices.

The bill limits those who may bring a nuisance action against a farm operation to people whose real property that is alleged to be damaged is located within one-half mile of the alleged source of the nuisance.

The bill limits compensatory damages in a private nuisance action to the reduction in the fair market value of the plaintiff's property, which may not exceed the fair market value of the property.

The bill prohibits a plaintiff from recovering punitive damages for a farm operation in a nuisance action unless the alleged nuisance is based on substantially the same conduct that was subject to a civil enforcement judgment or criminal conviction and the conviction or judgment occurred within 3 years of the first action that formed the basis of the nuisance action.

A losing plaintiff is liable for a farm's litigation costs and expenses incurred defending a nuisance action if the farm operation has been in existence for 1 year or more before the legal action was instituted and the farm operation conforms to generally accepted agricultural and management practices or government environmental laws.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 37-1; House 110-7

Senate Bill 90 Election Administration by Senator Baxley

The bill revises the Election Code as follows to improve election security, transparency, and administration.

The bill creates:

- Requirements for civil actions challenging the validity of a provision of the Election Code in which a state or county agency or officer is a party in state or federal court.

- A prohibition against a governmental entity's use of private funds for election-related expenses.
- Additional requirements for the periodic risk assessments of the online voter registration system.
- A process by which the Department of Highway Safety and Motor Vehicles must assist the Department of State (DOS) in regularly identifying changes in voter addresses and providing that information to supervisors for their use in updating voter rolls.

Related to vote-by-mail ballots, the bill:

- Revises and creates new requirements for their duplication.
- Modifies the effective period for a ballot request to all elections held through the end of the calendar year of the next regularly scheduled general election and grandfathers in through the end of 2022 any request in place when the bill takes effect.
- Requires an additional elector identifier when a request for a ballot is made.
- Adds new categories to the types of information supervisors must record about each ballot request.
- Prohibits mailing or otherwise providing a ballot without a request.
- Creates new requirements for information that must be displayed on the outside of a return mailing envelope and prohibits display of an elector's political affiliation on a ballot envelope.
- Prohibits a supervisor from using knowledge of a voter's political affiliation during the signature comparison process.
- Extends the period during which tabulation of ballots can occur.
- Revises and creates new requirements for use of drop boxes, including, but not limited to:
- Limiting use of drop boxes other than at a supervisor's office to early voting hours, and requiring in-person monitoring of all drop boxes while accessible for deposit of ballots.
- Requiring each supervisor to publish the location of drop boxes at least 30 days in advance of each election.
- Limits a person's lawful possession of ballots to his or her own, those of an immediate family member, and two others; expands the definition of "immediate family member" to include a grandchild; and clarifies that supervised voting at assisted living facilities and nursing homes is not subject to the limit.

Related to no-solicitation zones, the bill:

- Conforms the distances for statutory no-solicitation zones.
- Adds drop box sites to the locations protected by the zones.
- Expands the definition of "solicitation" and specifies that the definition does not prohibit supervisors' staff from providing nonpartisan assistance or items to voters within the zone.

Related to county canvassing boards, the bill:

- Requires names of canvassing board members to be published on the supervisor's website upon completion of the logic and accuracy test.
- Creates new access requirements at meetings for a political party or candidate to observe signature matching and other processes.
- Adds names of canvassing board members and alternates to the types of information that must be noticed in advance of meetings.

Related to election data reporting, the bill:

- Clarifies an existing exception for ballot types or precinct subtotals with fewer than 30 voters voting.
- Creates new requirements for reporting live voter turnout data and vote-by-mail ballot information.
- Combines the required overvote/undervote report and audit report and extends the deadlines for their submission.

To comply with court orders, the bill:

- Returns the language for the declaration of felon voting eligibility to its pre-2019 form and repeals a corresponding public-records exemption that will no longer be necessary.
- Revises provisions governing third-party voter registration organizations.
- The bill also:
- Requires submission of an additional elector identifier for requested changes to voter registration.
- Repeals provisions requiring an elective office vacated due to the resign-to-run requirement be filled by election and permitting the unexpired term of an elective charter county officer or elective municipal officer required to resign under the resign-to-run law to be filled in a manner provided by the county or municipal charter.
- Prohibits a person from seeking to qualify for office as a candidate with no party affiliation if he or she has been a registered member of any political party within the 365 days preceding the beginning of the qualifying period, and requires a person seeking nomination as a candidate of a political party to have been a member of the party for the 365 days preceding the beginning of the qualifying period.
- Clarifies a state executive committee's role in filling certain vacancies in office.
- Revises requirements for poll watchers.
- Conforms to federal law the time frame for retention of election materials.
- Extends the deadline by which the DOS must approve or disapprove a voting system submitted for certification.
- Expands the ballot materials that must be made available for public inspection and creates new access provisions for a candidate, political party official, political committee official, or designee thereof.

If approved by the Governor, these provisions take effect upon becoming law.

Vote: Senate 23-17; House 77-40

Senate Bill 100 Highway Projects by Senator Harrell

The bill repeals the Multi-use Corridors of Regional Economic Significance (M-CORES) program and related provisions and instead creates programs related to arterial highway projects. More specifically, the bill:

- Authorizes the Florida Department of Transportation (FDOT) to upgrade existing arterial roadways with targeted improvements, such as adding new tolled or non-tolled limited access alignments to manage congestion points and retrofitting roadways with tolled or non-tolled grade separations that provide alternatives to a signalized intersection for through traffic.
- Prohibits reduction of any non-tolled general use lanes of an existing facility, requires maintenance of existing access points, and limits the location of any tolling points such that a non-tolled alternative exists for local traffic.

- Provides that all existing applicable requirements relating to FDOT or turnpike projects apply to any projects undertaken. Further, the FDOT and the Florida Turnpike Enterprise must take into consideration the guidance and recommendations of any previous studies or reports relevant to the projects.
- Directs the FDOT to develop by December 31, 2035, and include in the work program, construction of controlled access facilities to achieve free flow of traffic on U.S. 19 and requires the facility to be developed using existing or portions of existing roadway by specified improvements.
- Directs the FDOT to identify and include in the work program projects to widen certain two lane arterial rural roads serving high volumes of truck traffic to four lanes.
- Directs the FDOT to begin the project development and environmental phase for a project to extend the Florida Turnpike from its current terminus in Wildwood to a terminus as determined by the FDOT, and to submit a summary report by December 31, 2022.

The revenue redirected to the State Transportation Trust Fund (STTF) as a result of the 2019 M-CORES legislation is retained in the STTF and is dedicated for purposes of funding the authorized controlled access facility projects and widening projects on arterial rural highways. Additionally, beginning July 1, 2023, the distribution of $35 million to the Florida Turnpike Enterprise for feeder roads and related projects is discontinued; such funds will remain in the STTF to support statewide transportation priorities.

If approved by the Governor, these provisions take effect July 1, 2021, except as otherwise provided.
Vote: Senate 39-1; House 115-0

Senate Bill 148 Beverage Law by Senator Bradley

The bill permits certain public food service establishments (restaurants) with an alcoholic beverage vendor license to sell and deliver for off-premises consumption alcoholic beverage drinks prepared and sealed by the vendor under certain conditions. Alcoholic beverages sold for off-premises consumption in containers sealed by the vendor must be accompanied by the sale of food within the same order.

The bill applies to restaurants with a "quota alcoholic beverage" license, i.e., vendors licensed to sell beer, wine and liquor for on-premises consumption and "special restaurant" alcoholic beverage licensees, known as "SRX licensees."

Current law permits SRX licensees to sell beer, wine and liquor for on-premises consumption with certain conditions, including the requirements that the business derive at least 51 percent of gross food and beverage revenue from the sale of food and nonalcoholic beverages, and may not sell alcoholic beverages after the hours of serving or consumption of food have elapsed. Under current law, an SRX licensee may not sell manufacturer-sealed containers of beer, wine, or liquor for off-premises consumption. The bill permits an SRX licensee to sell manufacturer-sealed containers of beer and wine for off-premises consumption. The bill also permits an SRX licensee to sell and deliver alcoholic beverage drinks in containers sealed by the licensee. However, the bill prohibits an SRX licensee from selling bottles of distilled spirits for off-premises consumption.

Current law permits a restaurant with a consumption on-premises quota license (quota licensee) to sell manufacturer-sealed containers of beer, wine, and liquor for off-premises consumption. Under the bill, a quota licensee may sell containers of alcoholic beverages sealed by the licensee or its employees only if: the quota licensee is also licensed as a public food service establishment under ch. 509, F.S., the sale or delivery of the sealed containers is accompanied by the sale of food within the same order, the charge for the sale of food and nonalcoholic beverages is at least 40 percent of the total charge for the order, and the sale or delivery of the sealed containers does not occur after food preparation has stopped for the day or midnight, whichever is earlier. The percentage of food sales requirement does not apply to sales by SRX licensees.

The bill requires alcoholic beverage drinks prepared by the licensee to be sealed by the licensee with an unbroken seal that prevents the beverage from being consumed, and placed in a bag or other container secured in such a

manner that it is visibly apparent if the container has been opened or tampered with. A dated receipt of the beverage and meal must be provided and attached to the container. Alcoholic beverages prepared and sealed by the licensee that are delivered or transported by motor vehicle must be placed in a locked compartment, locked trunk, or other area behind the last upright seat of the motor vehicle.

Additionally, the bill provides that allowing a person under 21 years of age to deliver an alcoholic beverage on behalf of an alcoholic beverage vendor is a violation of the prohibition against selling, giving, or serving alcoholic beverages to a person under 21 years of age. It also requires an alcoholic beverage vendor or an agent or employee of a vendor to verify that the person making a delivery of an alcoholic beverage is at least 21 years of age.

The bill also amends s. 564.09, F.S., which under current law permits a restaurant patron to take home a partially consumed bottle of wine under certain conditions if the restaurant patron purchases and consumes a full course meal consisting of an entrée, salad or vegetable, beverage, and bread. The amendment repeals the requirement that the meal purchased and consumed by the patron be a full course meal consisting of an entrée, salad or vegetable, beverage, and bread.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 40-0; House 111-1

Senate Joint Resolution 204 Abolishing the Constitution Revision Commission by Senator Brandes

The joint resolution proposes to abolish the Constitution Revision Commission by repealing provisions establishing commission in the State Constitution. Currently, the State Constitution requires that a constitution revision commission be convened once every 20 years to examine the State Constitution and propose any amendments that it deems appropriate.

The joint resolution will be placed on the 2022 General Election ballot or at an earlier special election specifically authorized by law for that purpose. If approved by at least 60 percent of the votes cast on the measure, the proposed amendment will take effect January 3, 2023.

If approved by the voters, this amendment will take effect January 3, 2023.
Vote: Senate 27-12; House 86-28

House Bill 223 Marina Evacuations by Rep. Plasencia

Upon the issuance of a hurricane watch that affects the waters of marinas located in a deepwater seaport, the bill prohibits vessels under 500 gross tons from remaining in the waters of such marinas that have been deemed not suitable for refuge during a hurricane. The bill requires that vessel owners promptly remove their vessels from the waterways upon an evacuation order issued by the deepwater seaport.

A marina owner, operator, employee, or agent (marina owner), is required to remove the vessel, if reasonable, from its slip, if the Coast Guard Captain of the Port sets the port condition to "Yankee" and a vessel owner has failed to remove his or her vessel. The marina owner may charge the vessel owner a reasonable fee for removing the vessel. "Yankee" means that gale force winds (39-54 miles per hour) from a tropical or hurricane force storm are predicted to make landfall at the port within 24 hours, the port is closed to inbound traffic, and vessel traffic control measures are in effect on vessel movements within the port.

The bill provides that a marina owner may not be held liable for any damage to the vessel from a hurricane and is held harmless for removing the vessel. The bill provides that after a hurricane watch has been issued, if a vessel owner has not removed the vessel pursuant to an order from the seaport, the owner may be fined by the deepwater seaport.

The bill does not provide immunity to a marina owner for any damage caused by intentional acts or negligence when removing a vessel. The bill does not require a deepwater seaport to issue an order to evacuate vessels or fine a vessel owner that has failed to remove the vessel.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 40-0; House 116-0

House Bill 327 Public Records Exemption for Persons in Public Shelters by Rep. Rommel

The bill exempts from public inspection and copying requirements the address and telephone number of a person who takes refuge at a public emergency shelter during a storm or catastrophic event.

The bill provides that the exemption created under the bill is subject to the Open Government Sunset Review Act in accordance with s. 119.15, F.S., and will be repealed on October 2, 2026, unless reviewed and saved from repeal by the Legislature.

As the bill itself states, the bill is necessary in order to limit the amount of privacy a person must forfeit by choosing to enter a shelter, and to protect a person from those who might seek to exploit their vulnerability following a catastrophic event.

If approved by the Governor, these provisions take effect upon becoming law.
Vote: Senate 39-1; House 115-0

House Bill 337 Impact Fees by Rep. DiCeglie

Impact fees are fees imposed by counties, municipalities, and some special districts to fund local infrastructure needed to expand local services to meet the demands of population growth caused by development. An impact fee enacted by a county or municipal ordinance or special district resolution must meet certain minimum statutory criteria. The calculation of an impact fee must have a rational nexus both to the need for additional capital facilities and to the expenditures of funds collected and the benefits accruing to the new development construction.

The bill provides specific limitations on the amount by which a local government may increase its impact fees. The limitations operate retroactively to January 1, 2021, and are as follows:

- An impact fee increase of not more than 25 percent of the current rate must be implemented in two equal annual increments, beginning with the date on which the increased fee is adopted;
- An impact fee increase of between 25 and 50 percent of the current rate must be implemented in four equal annual increments;
- An impact fee increase may not exceed 50 percent of the current impact fee rate; and
- An impact fee may not be increased more than once every four years.

However, a local government may exceed these limitations if the local government completes a demonstrated-need study that justifies the increase and demonstrates the extraordinary circumstances, holds at least two publicly noticed workshops, and adopts the impact fee increase by at least a two-thirds vote.

The bill also makes the following changes to current impact fee law:

- Defines the terms "infrastructure" and "public facilities," used throughout the impact fee statutes, in order to specify that impact fees may be utilized only for fixed capital expenditures or fixed capital outlays for major capital improvements;

- Prohibits a local government from increasing an impact fee retroactively for a previous or current fiscal or calendar year; and
- Requires special districts, in addition to local governments, to issue dollar-for-dollar impact fee credits for impacts on the same public facilities in exchange for other required contributions received (i.e., proportionate share agreement or other exactions).

Finally, the bill requires the chief financial officer of a local government, school district, or special district to attest annually by affidavit that, to the best of his or her knowledge, all impact fees were collected and expended in compliance with the spending period provision in the local ordinance or resolution, and that impact fee funds were used only to acquire, construct, or improve specific infrastructure needs.

If approved by the Governor, these provisions take effect upon becoming law.
Vote: Senate 28-12; House 94-23

Senate Bill 400 Public Records by Senator Rodrigues

The bill amends s. 119.07, F.S., to prohibit an agency that receives a public record request from responding to the request by filing an action for declaratory relief against the requester to determine whether that record meets the definition of a public record or if it is confidential or exempt.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 39-0; House 113-0

House Bill 401 Florida Building Code by Rep. Fetterhoff

The Florida Building Commission (commission), housed within the Department of Business and Professional Regulation, is a 19-member technical body made up of design professionals, contractors, and government experts in various disciplines responsible for the implementation and adoption of the Florida Building Code (Building Code). The Building Code is the statewide building code for all construction in the state. The commission must adopt a new edition of the Building Code every three years.

Local governments enforce the Building Code within their jurisdictions, primarily by conducting inspections and issuing building permits to authorize construction. Under certain circumstances the commission and local governments may adopt technical and administrative amendments to the Building Code as permitted by statute. Local governments may adopt amendments to the Building Code that are more stringent than the Building Code, which are limited to the local government's jurisdiction and expire upon the adoption of the newest editions of the Building Code.

As it pertains to the administration of the Building Code, the bill:

- Allows a substantially affected person, as defined in the bill, to petition the commission for a non-binding advisory opinion on any local government regulation that the person believes is a technical amendment to the Building Code and was not adopted in accordance with the process for adopting local amendments to the Building Code. The commission must issue the opinion within 30 days of receiving the petition.
- Allows the commission to issue an "errata to the code" to correct demonstrated errors in provisions contained within the Building Code.
- Requires the commission to adopt rules for approving product evaluation entities in addition to the ones already listed and approved in current law, and clarifies that the commission may suspend any product evaluation entity.

The bill also:

- Allows local governments to use excess funds generated by building code enforcement fees (i.e., permit fees) for the construction of a building or structure that houses a local government's building department or provides training programs for building officials, inspectors, or plans examiners.
- Prohibits a local government from requiring a contract between a builder and an owner as a condition to apply for or obtain a building permit.
- Specifies that a local government may not use preliminary maps issued by the Federal Emergency Management Agency for any law, ordinance, rule, or other measure that has the effect of imposing land use changes or permits.

The bill makes several changes to current law pertaining to licensed individuals providing private building inspection services, known as "private providers." Current law allows contractors and property owners to hire licensed building code administrators, engineers, and architects to review building plans, perform building inspections, and prepare certificates of completion. The bill makes the following changes to the private provider statute:

- Expressly authorizes private providers to conduct virtual building inspections.
- Allows private providers to submit various inspection forms, records, and reports electronically to local building departments and utilize electronic signatures.
- Allows private providers to conduct "single-trade inspections," as defined in the bill.
- Authorizes private providers to conduct emergency inspection services.

Additionally, the bill expressly authorizes local governments and school districts to use private providers for public works projects and improvements to any building or structure.

Finally, the bill amends the Community Planning Act to prohibit local governments from adopting land development regulations that regulate specific building design elements (such as exterior color and cladding, ornamentation, styling of windows and doors, etc.) for single- and two-family dwellings. However, certain exceptions are provided that allow local governments to regulate such building design elements when:

- The dwelling is a historic property or located in a historic district, a community redevelopment area, or a planned unit development or master planned community.
- The regulations are adopted in order to implement the National Flood Insurance Program or to ensure protection of coastal wildlife.
- The regulations are adopted in accordance with the procedures for adopting local amendments to the Building Code.
- The dwelling is located within the jurisdiction of a local government with a design review board or architectural review board.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 38-1; House 102-12

House Bill 403 Home-based Businesses by Rep. Giallombardo

CS/HB 403 preempts areas of regulation for home-based businesses to the state. It forbids counties and municipalities from enacting or enforcing any ordinance, regulation, or policy or take any action to license or otherwise regulate a home-based business in violation of the bill provisions. Currently, local governments regulate business activities conducted on residential property through ordinances that address "home occupations." The bill's restrictions on local government home-based business regulations would cause existing local government ordinances inconsistent with the bill's prohibitions to become null and void by operation of law.

The bill provides that a home-based business may operate in an area zoned for residential use and may not be prohibited, restricted, regulated, or licensed in a manner different from other businesses in a local government's jurisdiction otherwise provided by the bill.

The bill includes criteria that home-based businesses must meet to operate in an area zoned for residential use. To be considered a home-based business under the bill, a business must meet the following criteria:

- The activities of the home-based business must be secondary to the property's use as a residential dwelling.
- The business employees who work at the residential dwelling must also reside in the residential dwelling, except that up to two employees or independent contractors who do not reside at the residential dwelling may work at the business.
- Parking related to the business activities of the home-based business must comply with local zoning requirements. The business may not generate a need for parking greater in volume than a similar residence where no business is conducted. Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street.
- As viewed from the street, the residential property must be consistent with the uses of the residential areas surrounding the property. Any external modifications to a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.
- All business activities must comply with any relevant local or state regulations concerning signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. However, such regulations on a business, absent signage, may not be more stringent than those that apply to a residence where no business is conducted.
- All business activities must comply with any relevant local, state, and federal regulations concerning the use, storage, or disposal of hazardous materials. However, such regulations on a business may not be more stringent than those that apply to a residence where no business is conducted.

Any adversely affected current or prospective home-based business owner may recover reasonable attorney fees and costs incurred instituting or defending a legal action concerning the validity of a local government's home-based business regulations.

The bill does not supersede any current or future declaration of condominium adopted pursuant to ch. 718, F.S., cooperative document adopted pursuant to ch. 719, F.S., or declaration of covenants adopted pursuant to ch. 720, F.S. In addition, the bill does not supersede any local laws, ordinances, or regulations related to transient public lodging establishments that are not otherwise preempted under ch. 509, F.S.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 19-18; House 77-41

House Bill 421 Relief from Burdens on Real Property Rights by Rep. Tuck

The bill amends the Bert J. Harris, Jr., Private Property Rights Protection Act and the Florida Land Use and Environmental Dispute Resolution Act. Both acts provide procedures and remedies to land owners whose property is inordinately burdened by a local government regulation. In the Bert Harris Act, the definitions of an "action of a governmental entity" is revised to include government actions that affect "real property including acting on an application or permit or adopting or enforcing any ordinance, resolution, regulation, rule, or policy." The term "real property" is amended to mean, in part, land and any surface, subsurface, or mineral estates and any appurtenances and improvements to the land, including other relevant interests.

The bill also revises the definition of "land" or "real property" in The Florida Land Use and Environmental Dispute Resolution Act to match, by cross-reference, the newly amended definition of real property in the Bert Harris Act. Additionally, the bill revises the Bert Harris Act to:

- Reduce the timeframe under which a claimant must notify the government before filing an action for compensation;
- Specify that written settlement offers are presumed to protect the public interest;
- Allow the claimant to have the court, rather than a jury, determine damages;
- Extend the point in time from which a prevailing claimant may recover attorney fees and costs; and
- Authorize a property owner to pursue a claim for compensation in certain circumstances without first formally pursuing an application for a development order, development permit, or building permit when doing so is deemed to constitute a waste of resources.

The Bert Harris Act is also amended to provide that a real property owner who files a claim under the Act remains entitled to relief for that claim even if he or she subsequently relinquishes legal title to the real property in question before the conclusion of proceedings to resolve the claim. (This appears to reverse the holding in a recent Second District Court of Appeals case in which the plaintiff, who sold the property while litigating a claim, was determined to no longer be a "property owner" entitled to relief under the Act. The appellate court certified the issue raised in the case to the Florida Supreme Court as an issue of great public importance.)

The bill also allows a property owner to sue for injunctive relief, and a court to declare, that a prohibited exaction is invalid. Current law defines a "prohibited exaction" as a condition imposed by a governmental entity on a property owner's proposed use of real property that does not have an essential nexus to a legitimate public purpose and is not roughly proportionate to the impacts of the proposed use that the governmental entity is seeking to avoid, minimize, or mitigate. The bill revises the statutes relating to prohibited exactions to expressly allow a property owner to sue for injunctive relief, and a court to declare, that a prohibited exaction is invalid. Additionally, the bill provides that the property owner does not have to exhaust all administrative remedies before filing suit to declare a prohibited exaction invalid and recover damages.

If approved by the Governor, these provisions take effect October 1, 2021.
Vote: Senate 34-6; House 79-37

House Bill 597 Homestead Exemption for Seniors 65 and Older by Rep. Woodson

The State Constitution authorizes the Legislature to allow counties and municipalities by ordinance to grant additional homestead property tax exemptions to persons aged 65 years or over whose household income does not exceed $20,000 (low-income seniors). Qualifying seniors must hold legal or equitable title to the property and maintain thereon their permanent residence. The income limitation is adjusted each year according to changes in the consumer price index; the 2021 household income threshold for the exemption is $31,100.
The bill amends the process by which a senior verifies his or her income for purposes of renewing said income-based property tax exemption. Seniors receiving such an exemption must annually submit to the property appraiser a sworn statement that his or her income still qualifies for the exemption. The bill removes this requirement and instead requires the senior only to notify the property appraiser upon a change in income that may disqualify the senior for the exemption.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 40-0; House 119-0

House Bill 663 Cottage Food Operations by Rep. Salzman

The bill revises the regulations on cottage food operations and cottage food sales. Under current law, a cottage food operation is a natural person who produces or packages cottage food products, defined by the Department of Agriculture as any food that is not a potentially hazardous food, at his or her residence.

The bill allows individual cottage food operations to sell, offer for sale, and accept payment for cottage food products as a business entity. The bill also allows cottage food products to be sold, offered for sale, and paid for by mail order, and permits cottage food products to be delivered by mail.

Under current law, cottage food operations are exempt from food permitting requirements if the cottage food seller complies with s. 500.80, F.S., and has annual gross sales of up to $50,000. The bill increases the maximum allowable gross sales to $250,000.

The bill preempts the regulation of cottage food operations to the state. However, cottage food operations must comply with all applicable county and municipal laws and ordinances regulating traffic, parking, noise, signage, and hours of retail operation.

The bill provides that this act may be cited as the "Home Sweet Home Act."

Under the bill, cottage food operations must comply with the conditions for the operation of home-based businesses under s. 559.955, F.S., which is a provision created by CS/HB 403 to prohibit the licensing and regulation of home-based businesses by local governments. CS/HB 403 also establishes standards for the conduct of a home-based business, including requiring compliance with relevant traffic, noise, and signage requirements. CS/HB 403 was adopted by the Legislature during the 2021 Regular Session. If approved by the Governor, CS/HB 403 takes effect July 1, 2021.

If approved by the Governor, these provisions take effect on the same date that HB 403 or similar legislation takes effect, if such legislation is adopted in this legislative session and becomes law.
Vote: Senate 30-10; House 90-28

House Bill 667 Building Inspections by Rep. Mooney, Jr.

The Florida Building Codes Act provides a mechanism for the uniform adoption, updating, interpretation, and enforcement of a single, unified state building code. The Florida Building Code (Building Code) must be applied, administered, and enforced uniformly and consistently from jurisdiction to jurisdiction.

Current law requires local governments to enforce the Building Code and issue building permits. Current law also requires state agencies, state universities, Florida College System institutions, and public school districts to enforce the Building Code in certain situations. It is unlawful for a person or corporation to construct, alter, repair, or demolish a building without obtaining a permit from the enforcing agency. Construction work that requires a building permit requires inspections to ensure the work complies with the Building Code.

The bill authorizes any government entity with the authority to enforce the Building Code to perform virtual building inspections, with the exception of certain structural inspections. The bill defines "virtual inspection" as an inspection that uses visual or electronic aids to allow a building official or inspector to perform an inspection without having to be physically present at the job site during the inspection.

The bill also requires local building code enforcement agencies to allow requests for inspections to be submitted to the local agency electronically via e-mail, electronic form, or mobile application.

Finally, the bill requires a building code enforcement agency to refund 10 percent of the permit and inspection fees if:
The inspector or building official determines the work, which requires the permit, fails an inspection; and
The inspector or building official fails to provide a reason that is based on compliance with the Building Code, the Florida Fire Prevention Code, or local ordinance, indicating why the work failed the inspection within 5 business days.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 39-0; House 118-0

Senate Bill 694 Waste Management by Senator Rodrigues

The bill requires the Department of Environmental Protection (DEP) to review and update its 2010 report analyzing the need for new or different regulation of auxiliary containers, wrappings, or disposable plastic bags. DEP must submit the updated report to the Legislature no later than December 31, 2021.

The bill amends requirements for a local government that provides solid waste collection services which displace a private waste company, prohibiting the private company from continuing to provide the same service. The local government must provide three years' notice to the private company before engaging in such services. At the end of the three-year notice period, the local government must pay the displaced company an amount equal to the company's preceding 18 months' gross receipts for the displaced service in the displacement area. The local government and the displaced company may voluntarily negotiate a different notice period or amount of compensation. The bill does not apply to any displacement where the local government provided the three years' notice on or before December 31, 2020.

The bill provides that a private solid waste or debris management service provider is not required to collect storm-generated yard trash, unless otherwise specified in a contract or franchise agreement between a local government and a private solid waste or debris management service provider. The bill defines "storm-generated yard trash."

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 40-0; House 112-2

House Bill 735 Preemption of Local Occupational Licensing by Rep. Harding

The bill expressly preempts the licensing of occupations to the state and supersedes any local government licensing of occupations, with the exception of local government licensing of occupations authorized by general law or occupational licenses imposed by a local government before January 1, 2021. However, the exception for local government licensing imposed by a local government expires July 1, 2023. Local government occupational licensing requirements in place by January 1, 2021 may not be increased or modified thereafter.

The bill specifically prohibits local governments from requiring a license for a person whose job scope does not substantially correspond to that of a contractor or journeyman type licensed by the Construction Industry Licensing Board, within the Department of Business and Professional Regulation. It specifically precludes local governments from requiring a license for: painting, flooring, cabinetry, interior remodeling, driveway or tennis court installation, handyman services, decorative stone, tile, marble, granite, or terrazzo installation, plastering, stuccoing, caulking, and canvas awning and ornamental iron installation.

The bill authorizes counties and municipalities to issue journeyman licenses in the plumbing, pipe fitting, mechanical, and HVAC trades, as well as the electrical and alarm system trades, which is the current practice by counties and municipalities. As a result of this authorization in general law, local journeyman licensing is excepted from the preemption of local licensing to the state under the bill.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 22-18; House 82-32

House Bill 805 Volunteer Ambulance Services by Rep. Caruso

The bill authorizes vehicles of certain not-for-profit faith-based volunteer ambulance services ("volunteer ambulance services,") as authorized by the chief of police of an incorporated city or any sheriff of any county, to display red lights and operate emergency lights and sirens while responding to an emergency. The bill also authorizes privately owned vehicles belonging to medical staff physicians and technicians of volunteer ambulance services to use red lights on privately owned vehicles and to disregard specified traffic laws and ordinances while responding to an emergency. Under the bill any emergency medical technician, doctor, or paramedic who is using his or her personal vehicle with a red light to respond to an emergency call must have completed a 16-hour emergency vehicle operator course.

The bill provides a legislative finding that is in the public interest to foster the development of emergency medical services that address religious sensitivities and recognizes the value of augmenting existing county and municipal emergency medical services with those provided by volunteer service organizations.

Under current law, to be licensed as a basic or advanced life support service by the Department of Health, an applicant must obtain a certificate of public convenience and necessity (COPCN) from each county in which it will operate. The bill exempts certain not-for-profit faith-based volunteer first responder agencies who have been operating in this state for at least 10 years, and which provide advanced or basic life support services solely through at least 50 unpaid licensed emergency medical technician or paramedic volunteers, from COPCN requirements. To be exempt from the COPCN requirements, the volunteer ambulance service must also provide services free of charge, not receive government funding (excluding specialty license plate proceeds), provide a disclaimer on all written materials that the volunteer ambulance service is not associated with the state's 911 system, and meet other requirements as outlined in the bill. The COPCN exemption created in the bill may be granted to no more than four counties.

The bill requires an applicant to take all reasonable efforts to enter into a memorandum of understanding with the emergency medical services licensee within whose jurisdiction the applicant will provide services in order to facilitate

communications and coordinate emergency services for situations beyond the scope of the applicant's capacity and for situations of advanced life support that are deemed priority 1 or priority 2 emergencies.

The bill prohibits county and municipal governments from limiting, prohibiting, or preventing volunteer ambulance services from responding to emergencies or providing emergency medical services or transport; and from requiring volunteer ambulance services to obtain a license or certificate or pay a fee.

Under the bill, an emergency medical services provider or fire rescue services provider operated by a county, municipality, or special district is responsible for the care and transport of an unresponsive patient if a volunteer ambulance service arrives at the scene of an emergency simultaneously with such a provider and a person authorized to consent to the medical treatment of the unresponsive patient is not present.
If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 40-0; House 98-12

House Bill 839 Express Preemption of Fuel Retailers by Rep. Fabricio

The bill expressly preempts a municipality, county, special district, or political subdivision from adopting a law, an ordinance, a regulation, a policy, or a resolution that:

- Prohibits the siting, development, or redevelopment of a fuel retailer or its necessary related transportation infrastructure;
- Results in a de facto prohibition on a fuel retailer or its necessary related transportation infrastructure;
- Requires a fuel retailer to install or invest in a particular kind of fuel infrastructure.

The bill does not preempt any such action which is consistent with zoning, land use, and other allowable uses and general law, as long as it does not result in a de facto prohibition of fuel retailers or related transportation infrastructure. Definitions for the terms "fuel retailer," and "related transportation energy infrastructure" are provided for in the bill.

If approved by the Governor, these provisions take effect upon becoming law.
Vote: Senate 26-12; House 79-38

Senate Bill 912 Land Use and Developments by Senator Albritton

Tolling And Extension Of Permits During States Of Emergencies
The State Emergency Management Act provides that the declaration of a state of emergency issued by the Governor for a natural emergency tolls the period remaining for a party to exercise rights under certain permits and other authorizations for the duration of the emergency declaration, plus an additional six months. In order to have a permit tolled under this provision, the permit holder must follow certain statutory procedures, including providing written notice of the intent to exercise the tolling within 90 days after the termination of the state of emergency. The emergency tolling afforded by this statute currently applies to the expiration of a development order issued by a local government, a building permit, and an environmental resource permit issued pursuant to ch. 373, part IV, F.S.

The bill specifies additional permits and authorizations that may be tolled during a state of emergency. These include consumptive use permits issued under ch. 373, part II, F.S., and development permits and development agreements.

The bill applies retroactively to any declaration of a state of emergency issued by the Governor for a natural emergency since March 1, 2020. Under this retroactive application, existing permits and authorizations added by the bill may receive the emergency tolling and extension for the state of emergency declared in response to the COVID-19 pandemic.

Enterprise Zone Boundaries
Florida established one of the first enterprise zone programs in the country in 1982 to encourage growth and investment in distressed areas by offering tax advantages to businesses investing in those areas. The Florida Enterprise Zone Program and its associated incentive programs sunset in December 2015. The program offered an assortment of financial incentives available to businesses to encourage private investment and increase employment opportunities for enterprise zone residents. Prior to the program's sunset, there were 65 designated enterprise zones in Florida.

Current law preserved the enterprise zone boundaries for the purpose of allowing local governments to administer local incentive programs within those boundaries through December 31, 2020. The bill amends this provision to preserve enterprise zone boundaries for local government use through December 31, 2021.

If approved by the Governor, these provisions take effect upon becoming law.
Vote: Senate 40-0; House 114-0

House Bill 919 Preemption Over Restriction of Utility Services by Rep. Tomkow

The bill prohibits municipalities, counties, special districts, or other political subdivisions from enacting or enforcing a resolution, ordinance, rule, code, or policy that restricts or prohibits, or has the effect of restricting or prohibiting the types or the fuel sources of energy production used, delivered, converted, or supplied to customers by:

- Public or electric utilities;
- Entities created pursuant to an interlocal agreement that generate, sell, or transmit electrical energy;
- Natural gas utilities or transmission companies; or
- Liquid petroleum gas dealers, dispensers, or cylinder exchange operators.

The bill expressly states that a municipality's board or a governmental entity is not prevented from passing rules, regulations, or policies governing an electric or natural gas utility that it owns or operates and directly controls. The bill further states that it does not expand or alter the jurisdiction of the Public Service Commission over public or electric utilities. The bill voids any charter, resolution, ordinance, rule, code, policy, or action by any municipality, county, special district, or political subdivision, existing on or before the bill's effective date, which is preempted by this bill.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 27-13; House 81-34

House Bill 1059 Construction Permits by Rep. Robinson

The bill makes various changes to the Florida Building Codes Act and related statutes. The Florida Building Codes Act provides a mechanism for the uniform adoption, updating, interpretation, and enforcement of a single, unified state building code. The Florida Building Code (Building Code) is the statewide building code for all construction in the state and must be applied, administered, and enforced uniformly and consistently from jurisdiction to jurisdiction.

Local governments enforce the Building Code within their jurisdictions, primarily by conducting inspections and issuing building permits to authorize construction. It is unlawful to construct, alter, repair, or demolish a building without obtaining a building permit.

The bill makes various changes to the ways in which local enforcement agencies receive and process building permit applications. Specifically, the bill requires local enforcement agencies to:
Allow building permit applications, including payments, attachments, drawings, and other documents, to be submitted electronically.

- Post the current status of every building permit application received on its website.
- Post the agency's procedures for reviewing, processing, and approving building permit applications on its website.
- Review additional information for an application for a development permit or development order within a certain time-period.
- Allow building permit applicants 10 business days to correct an application for a single-family residential dwelling that was initially denied by the local enforcement agency.
- Reduce permit fees by specified amounts after failing to meet statutory deadlines for reviewing certain building permit applications.

Finally, the bill prohibits government entities, which enforce the Building Code, from requiring a copy of a contractor's contract with owners, subcontractors, or suppliers in order to obtain a building permit for projects on commercial property.

If approved by the Governor, these provisions take effect October 1, 2021.
Vote: Senate 38-0; House 113-0

Senate Bill 1080 Tobacco and Nicotine Products by Senator Hudson

The bill revises the regulation of the retail sale of tobacco products and nicotine products. The bill:

- Increases the minimum age to lawfully purchase and possess tobacco products and nicotine products from 18 years of age to 21 years of age. However, the bill keeps the exemption in current law for underage persons in the military and persons acting in the scope of lawful employment.
- Creates a new part of ch. 569, F.S, to regulate the sale of, and create a separate licensing structure for, the retail sale of "nicotine dispensing devices" and nicotine products. Under the bill, nicotine products and "nicotine dispensing devises" are not classified as tobacco products.
- Regulates tobacco products under ch. 569, part I, F.S., which consists of the current-law provisions.
- Regulates nicotine products under ch. 569, part II, F.S., which includes the requirements in current law for the sale of nicotine products, including applicable penalties for the illegal possession or sale, and provides additional provisions for the regulation of nicotine product sales that are the same as currently apply to the regulation of tobacco product sales.
- Requires retail dealers of nicotine products to have a permit issued by the Division of Alcoholic Beverages and Tobacco, but does not require a fee for the permit. However, the holder of a retail tobacco products dealer permit may sell nicotine products without an additional permit.
- Requires applicants for a retail tobacco products dealer permit and a retail nicotine products dealer permit to be at least 21 years of age.

- Preempts to the state the establishment of a minimum age for purchasing or possessing tobacco or nicotine products as well as regulation of the marketing, sale, or delivery of tobacco or nicotine products.
- Prohibits smoking and vaping by any person under 21 years of age on or near school property. (Current law applies the prohibition to persons under 18 years of age).
- Requires age verification before a sale or delivery of tobacco products and nicotine products to persons who appear to be under 30 years of age.

If approved by the Governor, these provisions take effect October 1, 2021.
Vote: Senate 29-9; House 103-13

House Bill 1103 Special District Accountability by Rep. Maggard

Special districts are used to provide a variety of local services and are funded through the imposition of ad valorem taxes, fees, or charges on the users of those services as authorized by law. There are two types of special districts: independent special districts and dependent special districts. Special districts are governed generally by the Uniform Special District Accountability Act (Act), which centralizes provisions governing special districts and applies to the formation, governance, administration, supervision, merger, and dissolution of special districts, unless otherwise expressly provided in law.

The bill requires all independent special fire control districts and each hospital governed by the governing body of a special district or the board of trustees of a public health trust to undergo a performance review every five years, beginning October 1, 2022, and October 1, 2023, respectively. The Office of Program Policy Analysis and Government Accountability (OPPAGA) must conduct performance reviews of those fire control districts located in rural areas of opportunity. The bill also requires OPPAGA to conduct performance reviews of all independent mosquito control districts and soil and water conservation districts by September 30, 2023, and September 30, 2024.

The bill requires the annual financial report and annual financial audit report of all special districts to specify separately the total number of employees and independent contractors compensated by the district, the amount of compensation earned or awarded to employees and independent contractors, and each construction project with a total cost of at least $65,000 approved by the district to begin on or after October 1 of the fiscal year being reported and the total expenditures for the project. Those special districts that amend their annual budgets are required to file a budget variance report. The bill also requires the annual financial report and annual financial audit report of each independent special district that levies ad valorem taxes or non-ad valorem special assessments to include the rate of such levies, the total amount collected by the levies, and the total amount of all outstanding bonds issued by the district and the terms of such bonds.

Finally, the bill clarifies that a community redevelopment agency's annual financial auditing report must be filed separately from the annual financial auditing report of the county or municipality that created the district.

If approved by the Governor, these provisions take effect October 1, 2021.
Vote: Senate 40-0; House 118-0

Senate Bill 1194 Transportation by Senator Hooper

The bill contains various transportation-related provisions, including the following:

- Authorizes a municipal or county governing body to abandon roads and rights of way dedicated in a recorded residential subdivision plat and to simultaneously convey the municipality's or the county's interest to a community development district under specified conditions.
- Precludes a governmental entity from prohibiting a bid relating to the entity's procurement of certain contractual services from vendors holding specified certificates or licenses.
- Provides that with respect to any port that has received or is eligible to apply for or receive certain state seaport funding, a local ballot initiative or referendum may not restrict maritime commerce in such port based on specified but unlimited factors. These provisions apply retroactively and prospectively, prohibiting, rendering void, and preempting to the state any conflicting initiative or referendum.
- Authorizes on roadways with a posted speed limit of 55 miles per hour or higher:
    - Construction equipment in a work zone to display a combination of flashing green, amber, and red lights during periods when workers are present.
    - Flashing lights on vehicles during periods of extremely low visibility.
- Increases the penalties for violations of a prohibition against modification of a motor vehicle exhaust system so that the noise emitted by the motor vehicle is above that emitted by the vehicle as originally manufactured.
- Substitutes an affidavit with an attestation on a form provided by the Florida Department of Highway Safety and Motor Vehicles (DHSMV) as a requirement for an insurance company to receive from the DHSMV a salvage certificate of title or certificate of destruction for motor vehicles and mobile homes.
- Clarifies that the types of vehicles authorized to elect a permanent registration period are rental vehicles, making clear that the authorization does not apply to leased vehicles.
- Requires motor vehicle dealer licensees to deliver to the DHSMV copies of renewed, continued, changed, or new insurance policies, surety bonds, or irrevocable letters of credit within 10 days after any renewal, continuation, change, or new issuance of the same, ensuring continuous insurance coverage.
- Removes a prohibition against the Miami-Dade County metropolitan planning organization (MPO) from assessing fees against governmental-entity members of the MPO.
- Dissolves the inactive Northwest Florida Transportation Corridor Authority and repeals ch. 343, part III, F.S., under which the authority was established.
- Authorizes a mayor to appoint a specified designee to attend a Tampa Bay Area Regional Transit Authority (TBARTA) meeting to act in his or her place with full voting rights on all issues, revising quorum requirements for the TBARTA board, revises the organization of the Chair's Coordinating Committee (CCC), removes the requirement for the TBARTA to provide administrative support and direction to the CCC, and removes obsolete language.
- Increases the number of the Governor's appointees to the Greater Miami Expressway Authority from three to four, one of which must be member of the Miami-Dade County MPO, and providing for staggered terms.
- Prohibits the Central Florida Expressway Authority from constructing any extensions, additions, or improvements to the Central Florida Expressway System in Lake County without prior consultation with, rather than consent of, the Secretary of Transportation.
- Increases from 40 years to 99 years an existing limitation on the term of a lease into which the Jacksonville Transportation Authority may enter.

- Revises provisions relating to an annual cap on the Florida Department of Transportation's (FDOT) authorization to enter into contracts for innovative transportation projects.
- Amends financial statement requirements relating to applications for certificates of qualification to bid on contracts for the performance of work for the FDOT under certain construction contracts.
- Excludes certain airports from the prohibition against the same entity performing design and performing construction engineering and inspection services on a project funded by the FDOT and administered by a local governmental entity.
- Substantially revises provisions relating to the State Arbitration Board, which hears claims for additional compensation arising out of construction and maintenance contracts between the FDOT and its contractors.
- Authorizes the FDOT to use surplus toll revenue to support public transportation projects that benefit the operation of high-occupancy toll lanes or express lanes on the State Highway System.
- Defines the term "borrow pit" and requires a borrow pit operator to provide a notice of intent to extract to the Florida Department of Environmental Protection; prohibits the FDOT, and its contractors and subcontractors, from purchasing or using specified substances extracted from a borrow pit unless conditions relating to compliance with existing statutory requirements and permitting are met; and requires the FDOT, if it determines substances are being obtained and used from a noncompliant borrow pit, to cease accepting any substances within 48 hours.
- Requires the FDOT to create and implement a publicly accessible electronic database for sign permit information; specifies requirements for the database; prohibits the department from furnishing permanent metal permit tags or replacement tags and from enforcing related provisions once the department creates and implements the database.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 21-17; House 75-40

House Bill 1239 Broadband Internet Infrastructure by Rep. Tomkow

The bill, which may be cited as the "Florida Broadband Deployment Act of 2021," revises the Office of Broadband's (office) strategic plan related to goals and strategies for increasing and improving broadband availability and access; creates the Broadband Opportunity Program to award grants; provides an appropriation to the Department of Economic Opportunity (DEO) for geographic information system mapping of broadband internet service; and establishes a promotional period for one dollar pole attachments of broadband facilities to municipal electric utility poles.

As to the office and its strategic plan, the bill revises the duties of the office to include improving the availability of, access to, and use of broadband. The bill requires the strategic plan to incorporate applicable federal broadband activities and identify available federal funding. The strategic plan must be submitted to the Governor, the Senate President, and the Speaker of the House by June 30, 2022, and updated biennially. Local technology planning teams are required by the bill to work with rural communities in order to help communities understand current broadband availability, locate unserved and underserved businesses and residents, identify assets relevant to deployment, build partnerships with providers, and identify opportunities. It requires the teams to be proactive in fiscally constrained counties to apply for federal grants.

The terms "broadband Internet service," "deployed," "sustainable adoption," "underserved," and "unserved," are provided for in this section of the bill.

A non-recurring sum of $1,500,000 for the 2021-2022 fiscal year, is appropriated from the General Revenue Fund to the DEO, to develop geographic information system maps of broadband Internet service availability though the

state. The bill specifies the content required to be included in the maps and that they must be developed by June 30, 2022.

The bill creates the Broadband Opportunity Program, housed in the office, to award grants, subject to appropriation, to applicants who seek to install or deploy infrastructure that expands broadband service to unserved areas. The bill specifies the types of entities eligible for such grants, provides application requirements and evaluation criteria, and requires the office to enter into an agreement with each grant recipient that specifies performance conditions, including potential sanctions. The bill establishes a process by which an existing broadband provider may challenge a grant application on the grounds that the provider already offers or plans to offer service in the area at issue. The bill limits grant awards to 50 percent of the total cost of a project, but no more than five million dollars per grant, and prohibits grant awards for projects that receive other federal funding. The bill requires the office to prepare an annual report summarizing the activity under this program.
The bill creates s. 288.9963, F.S., relating to attachment of broadband facilities to municipal electric utility poles, which requires municipal electric utilities to provide broadband providers access for attachments to utility poles at a promotional rate of one dollar per attachment per pole, from July 1, 2021, to July 1, 2024. The bill provides terms for these discounted attachments and specifies each party's responsibility for costs associated with replacement poles necessary to make attachments. The bill requires these attachments to be made following the higher of the safety standards in the National Electrical Safety Code or the standards set by the utility. The promotional rate is available after application and can be lost if unserved or underserved customers are not provided with broadband Internet access within twelve months of the attachments being made and the provider may be required to pay the prevailing rate for the attachments that failed to make broadband available to the intended customers. The bill prohibits municipal electric utilities from raising their current pole attachment rates for broadband providers between July 1, 2021, and July 31, 2022.

The bill also provides procedures for wireline attachments and allows for a one dollar promotional rate until July 1, 2024. Such attachments must comply with safety and reliability standards, however, wireline attachments that complied with safety and reliability standards when installed, do not need to be modified to comply with new requirements unless necessary for safety reasons as determined by municipal electric utilities.

The bill also provides for procedures and costs for replacement of utility poles by the municipal electric utilities where necessary to comply with applicable engineering and safety standards. If the replacement is necessary to correct an existing violation, to bring the pole into compliance, or because the pole is at the end of its useful life, the replacement cost may not be charged to the broadband provider.

Definitions for the terms "broadband provider," "broadband service," "safety and reliability standards," "underserved," "unserved," "wireline attachment," are provided for in this section.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 40-0; House 115-0

House Bill 1289 Autonomous Vehicles

The bill defines the term "low-speed autonomous delivery vehicle" as a fully autonomous vehicle that meets the current federal definition and authorizes such vehicles to operate only on streets or roads where the posted speed limit is 35 miles per hour or less. Such vehicles are not prohibited from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour. However, a low-speed autonomous delivery vehicle may operate on a street or road with a posted speed limit of more than 35 miles per hour, but no more than 45 miles per hour, if:

- The vehicle travels no more than one continuous mile, except that the entity with jurisdiction over the street or road may authorize travel in excess of that distance;
- The vehicle operates exclusively in the right lane, other than for the purpose of completing a turn; and
- On a two-lane street or road where overtaking and passing another vehicle is unsafe, and five or more vehicles are formed in a line behind the low-speed autonomous delivery vehicle, the delivery vehicle exits the roadway wherever sufficient space exists, to permit the following vehicles to proceed.

The bill sets out equipment requirements for such vehicles and provides that the new provisions are superseded by any conflicting federal regulations. The bill also establishes insurance coverage requirements for such vehicles and exempts them from specified provisions of law relating to authorized use of golf carts, low-speed vehicles, and utility vehicles.

The provisions of any motor vehicle equipment laws or regulations of this state, relating to or supporting motor vehicle operation by a human driver but not relevant for an automated driving system, are rendered inapplicable to fully autonomous vehicles designed to be operated exclusively by the automated driving system for all trips.

The bill also revises the definition of the terms:
"Autocycle," by clarifying that the required brakes on such autocycles must meet the requirements of a specified Federal Motor Vehicle Safety Standard relating to antilock brakes, and by revising the requirement for a steering "wheel" to a steering "mechanism."

"Personal delivery device," by removing the current 80-pound weight limitation (excluding cargo) and replacing it with a weight that does not exceed the maximum established by rule by the Florida Department of Transportation (FDOT).

The bill authorizes the FDOT to adopt rules to implement provisions of law relating to personal delivery devices.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 39-1; House 116-0

House Bill 1309 Environmental Regulation by Rep. Payne

The bill ratifies the Department of Environmental Protection's (DEP's) biosolids rules, Rule Chapter 62-640 of the Florida Administrative Code. The bill exempts the rules from review and approval by the Environmental Regulation Commission.

The bill also ratifies DEP's rules for the Central Florida Water Initiative (CFWI), Rules 62-41.300 – 62-41.305, Florida Administrative Code. Additionally, the bill:
Revises the required rulemaking to include an annual supplemental irrigation requirement allocation for agricultural uses and a process for examining an agriculture user's average annual supplemental irrigation needs.

- Establishes a grant program for CFWI within DEP, subject to appropriation, which will promote alternative water supply and protect groundwater resources. The bill requires DEP to give priority to certain projects.
- Revises the priority system for the Drinking Water State Revolving Loan Fund to give special consideration to projects that implement water supply plans and develop water sources as an alternative to continued reliance on the Floridan aquifer under the CFWI.

If approved by the Governor, these provisions take effect upon becoming law.
Vote: Senate 39-0; House 114-0

House Bill 1463 Department of Economic Opportunity by Rep. LaMarca

DEO Secretary
The bill changes the title for the head of the Department of Economic Opportunity (DEO) from "Executive Director" to "Secretary of Economic Opportunity," and creates the Office of Economic Accountability and Transparency in the DEO. It adds the secretary or his or her designee to the Enterprise Florida, Inc., board of directors and the CareerSource Florida, Inc., board of directors, and allows the secretary to create offices and appoint division directors.

Community Development Block Grants
The bill expands the grant categories that applicants may compete for funding under the Florida Small Cities Community Development Block Grant (CDBG) Program, increases the percentage of CDBG funds that the DEO may set aside annually for use in local government jurisdictions for which an emergency or natural disaster has been declared, and removes distribution limitations. The bill repeals a provision that limits the number of grant applications a local government may submit during each CDBG cycle, as well as a provision that requires unused economic development grant funds to be awarded on a first come, first serve basis. The DEO is authorized to prohibit an applicant from receiving a grant or to penalize an applicant in the rating of a current application under certain circumstances. The bill also requires local governments to expedite the approval of building permits applied for by contractors on behalf of a property owner participating in the CDBG-Disaster Recovery program.

Workforce and Reemployment
The bill provides that the DEO, for Fiscal Year 2021-2022, must take actions to modernize the reemployment assistance information system to support the efficient distribution of benefits and the effective operation and management of the reemployment assistance program as provided in the General Appropriations Act.

The bill will allow regional workforce boards to conduct level 2 background screenings, and expands the definition of "temporary layoff" to include an employer initiated furlough. The requirement that a reemployment assistance claimant must provide the telephone number of each prospective employer contacted for each week of unemployment claimed is repealed, and "address" means a website address, a physical address, or an e-mail address for purposes of reporting the address of each prospective employer contacted. A provision that provides that a domestic violence claimant is ineligible for reemployment assistance benefits if the claimant refuses an employer's reasonable accommodation is removed, and employers are required to respond to a notice of claim within 14 days, instead of 20 days. The bill also imposes a 5-year statute of limitations on reemployment assistance appeals, and removes the requirement that reemployment assistance appeals referees must be Florida attorneys. Additionally, a process to allow for employer-assisted reemployment assistance claims is created to provide a way for employers to notify the DEO of a mass separation (1,000 or more employees) and to make a group filing on behalf of the employer's similarly situated employees.

If approved by the Governor, these provisions take effect upon becoming a law.
Vote: Senate 40-0; House 118-0

Senate Bill 1884 Preemption of Firearms and Ammunition Regulations by Senator Rodrigues

SB 1884 revises the Legislature's preemption of the field of the regulation of firearms and ammunition. Current law provides a person or certain organizations with the right to seek declaratory or injunctive relief and actual damages due to a local ordinance, regulation, measure directive, rule enactment, order, or written policy regulating firearms or ammunition. The bill provides that the right to maintain a legal action against a preempted local regulation applies even if the local regulation is unwritten.

Existing s. 790.33, F.S., preempts the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the state. Any

person or organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy promulgated in violation of s. 790.33, F.S., may file suit against the governmental entity for a declaratory judgment and injunctive relief. If a court determines the plaintiff is the prevailing party, the plaintiff may recover actual damages of up to $100,000 in addition to any attorney fees.

The bill also provides a mechanism for a plaintiff to recover damages and attorney fees when a government entity changes its regulation while the regulation is being challenged under s. 790.33, F.S. Specifically, when a government entity voluntarily changes the regulation that was challenged pursuant to a complaint, the plaintiff challenging that regulation is considered the prevailing party and may recover actual damages and attorney fees.

If approved by the Governor, these provisions take effect July 1, 2021.
Vote: Senate 24-16; House 78-39

Senate Bill 1946 Anchoring Limitation Areas by Senator Polsky

The bill provides that, notwithstanding the existing prohibition on local regulation of anchoring vessels outside of the marked boundaries of mooring fields, a county may establish an anchoring limitation area, adjacent to urban areas that have residential docking facilities and significant recreational boating traffic, which meets certain requirements imposed under the bill. The bill requires counties proposing to establish an anchoring limitation area to provide notice to the Fish and Wildlife Conservation Commission (FWC) 30 days before final adoption of an ordinance.

The bill prohibits anchoring a vessel for more than 45 consecutive days in a 6-month period in an anchoring limitation area, except under the exceptions in current law. The bill ensures that, upon an inquiry by a law enforcement officer or agency, a vessel owner or operator has the opportunity to provide proof that the vessel has not exceeded this time limitation.

The bill designates Monroe County as an anchoring limitation area within which a vessel may be anchored for a maximum of 90 days. This anchoring limitation area is not effective until the county approves, permits, and opens at least 250 new moorings for public use within 1 mile of the Key West Bight City Dock and at least 50 moorings within the Key West Garrison Bight Mooring Field. The bill requires FWC to designate the area within 1 mile of the Key West Bight City Dock as a priority for the investigation and removal of derelict vessels until the county approves, permits, and opens the new moorings.
The bill declares a vessel that is the subject of more than three violations within 12 months, which resulted in dispositions other than acquittal or dismissal, as a public nuisance.

The bill expressly grandfathers-in the geographic areas already designated as anchoring limitation areas in Florida Statutes.

If approved by the Governor, these provisions take effect upon becoming law.
Vote: Senate 39-0; House 116-1

Senate Bill 1954 Statewide Flooding and Sea Level Rise Resilience by Senator Rodrigues

The bill establishes statewide programs for adaptation to flooding and sea level rise. The programs are intended to address flooding all across the state. The bill creates:

- The Resilient Florida Grant Program within the Department of Environmental Protection (DEP) to provide grants to counties or municipalities for community resilience planning, such as vulnerability assessments, plan development, and projects to adapt critical assets. The bill provides a comprehensive definition for "critical asset." Specified information from such vulnerability assessments must be submitted to DEP.

- The Comprehensive Statewide Flood Vulnerability and Sea Level Rise Data Set and Assessment, which must be updated at least every five years. The bill requires DEP to:
- By July 1, 2022, develop a statewide data set, including statewide sea level rise projections, containing information necessary to determine the risks of flooding and sea level rise to inland and coastal communities.
- By July 1, 2023, develop a statewide assessment, using the statewide data set, identifying vulnerable infrastructure, geographic areas, and communities. The statewide assessment must include an inventory of critical assets.
- The Statewide Flooding and Sea Level Rise Resilience Plan. By December 1, 2021, and each December 1 thereafter, DEP must develop the plan on a three-year planning horizon and submit it to the Governor and Legislature. The plan must consist of ranked projects addressing the risks of flooding and sea level rise to communities in the state. The funding proposed in the plan may not exceed $100 million in one year and is subject to review and appropriation by the Legislature. Each project must have a minimum 50 percent cost-share unless it assists or is within a financially disadvantaged small community, as defined in the bill. Counties, municipalities, and regional resilience entities are authorized to submit to DEP lists of proposed projects for inclusion in the plan, and water management districts and flood control districts are authorized to submit to DEP lists of proposed projects specifically relating to water supplies or water resources for inclusion in the plan. DEP must assess projects for inclusion in the plan by implementing a four-tiered scoring system specified in the bill.

The bill authorizes DEP to provide funding to regional resilience entities for providing technical assistance to counties and municipalities, coordinating multijurisdictional vulnerability assessments, and developing project proposals for the statewide resilience plan.

The bill requires DEP to initiate rulemaking by August 1, 2021, to implement the statewide resilience programs.

The bill creates the Florida Flood Hub for Applied Research and Innovation (Hub) within the University of South Florida (USF) College of Marine Science. USF's College of Marine Science or its successor will serve as the lead institution to coordinate efforts to support applied research and innovation to address flooding and sea level rise in the state. The Hub must conduct activities specified in the bill, including developing data and modeling, coordinating research funds across participating entities, establishing community-based programs, and assisting with training and workforce development. By July 1, 2022, and each July 1 thereafter, the Hub must submit to the Governor and Legislature an annual comprehensive report on its goals and its efforts and progress on reaching those goals.

The bill requires the Office of Economic and Demographic Research to include in its annual assessment of Florida's water resources and conservation lands an analysis of flooding issues, including resilience efforts. When appropriations or expenditures are made to address flooding, the analysis must identify any gaps between estimated revenues and projected expenditures.

If approved by the Governor, these provisions take effect upon becoming law.
Vote: Senate 40-0; House 118-0

Senate Bill 2006 Emergency Management by Senator Burgess

The bill better equips Florida to address a pandemic or other public health emergency, prohibits requirements of COVID-19-vaccination documentation to access, enter, or receive service from businesses, governmental entities, and educational institutions, and protects Floridians from local orders that unnecessarily infringe rights or liberties in the name of addressing a purported emergency.

The bill requires state agencies to take the following actions to prepare for the next public health emergency:

- The Department of Health must create a state public health emergency management plan, and requires the Division of Emergency Management to incorporate that plan into the state's comprehensive emergency management plan; and
- The Division of Emergency Management must:
    - Maintain an inventory of state-owned personal protective equipment; and
    - Include provisions in its statewide emergency shelter plan to address sheltering during a pandemic that requires distancing.

The bill also provides additional transparency and legislative oversight of the executive branch's emergency powers. The bill:

- Limits emergency orders, proclamations, and rules to 60-day durations that can be renewed as long as the emergency conditions persist;
- Requires the Governor, if he or she closes schools or businesses, to state specific reasons why the schools or businesses need to close and reassess the closure regularly; and
- Authorizes the Legislature to pass a concurrent resolution to terminate orders and directives issued under a state of emergency, instead of just the state of emergency itself.

The bill also targets county and city emergency orders that address purported emergencies but that also infringe the rights or liberties of Floridians. To protect Floridians from these orders the bill:

- Requires the governmental entity imposing an ordinance or other measure that deprives a person of a right or liberty to prove that the measure is "narrowly tailored" to address a "compelling public health or safety purpose";
- Authorizes the Governor to invalidate an order that "unnecessarily restricts individual rights or liberties"; and
- Limits the duration of emergency orders to 7 days, with the option to renew the orders up to 5 times.

The bill also prohibits requirements of COVID-19-vaccination documentation to access, enter, or receive service from businesses, governmental entities, and educational institution. The bill prohibits such entities from requiring Floridians to provide proof of vaccination or post-infection recovery from COVID-19 but does not restrict the use of screening protocols.
Finally, the bill includes several provisions to better address the financial strain that emergencies place on state and local government. Specifically the bill,

- Provides legislative intent that during an emergency, spending will first come from funds specifically appropriated to state and local agencies for disaster relief.
- Provides that the second recourse for funding is the newly created Emergency Response Fund.
- Provides that if additional funds are needed during an emergency beyond what is already appropriated in the new Emergency Response Trust Fund, the Governor can request additional funds by submitting a budget amendment through the LBC, requesting more funds in the Trust Fund.

These provisions take effect July 1, 2021, except where otherwise provided. (Chapter 2021-8, L.O.F.)
Vote: Senate 23-15; House 78-36

Senate Bill 2512 Documentary Stamp Tax Distributions by Appropriations Committee

SB 2512 conforms statutes to the funding decisions related to Documentary Stamp Distributions in the General Appropriations Act (GAA) for Fiscal Year 2021-2022. The bill:

- Revises the Documentary Stamp Tax distributions of the remainder after distributions are made to the Land Acquisition Trust Fund, Department of Revenue Administration cost, and the General Revenue Service Charge by:
    - Adding a distribution of 5.4175 percent of the remainder to the newly created Resilient Florida Trust Fund to be used for the new Resilient Florida Program.
    - Adding a distribution of 5.4175 percent of the remainder to the Water Sustainability and Accountability Program Trust Fund to be used for the wastewater grant program provided in s. 403.0673, F.S.
    - Amending the distributions made to the State Housing Trust Fund and Local Government Housing Trust Fund to 9.70254 percent of the remainder. Also, prevents funds distributed to the State Housing Trust Fund and the Local Government Housing Trust Fund from being transferred to General Revenue.
- Amends the use of the Water Protection and Sustainability Program Trust Fund to authorize the fund to be used for the wastewater grant program.
- Makes other technical adjustments to clean up the subsection.
- Is linked to Resilient Florida Trust Fund bill (SB 2514) and Statewide Flooding and Sea-Level Rise Resilience (SB 1954)

If approved by the Governor, these provisions take effect on July 1, 2021, only if SB 1954 or similar legislation and SB 2514 or similar legislation are adopted in this legislative session and become law.
Vote: Senate 25-14; House 78-38

Senate Bill 2514 Resilient Florida Trust Fund by Appropriations Committee

SB 2514 conforms statutes to the funding decisions related to the Resilient Florida Trust Fund in the General Appropriations Act (GAA) for Fiscal Year 2021-2022. The bill:

- Creates the Resilient Florida Trust Fund within the Department of Environmental Protection and provides that the trust fund is established as a depository for documentary stamp revenues dedicated to resiliency projects as provided for in SB 2512.

If approved by the Governor, these provisions take effect on the same date as SB 1954 or similar legislation takes effect, if such legislation is adopted in this legislative session.
Vote: Senate 40-0; House 118-0

House Bill 7061 Taxation by Rep. Payne

The bill contains provisions for tax relief, changes to tax policy, and changes to tax administration.

Sales Tax

- The bill provides a 10-day "back-to-school" tax holiday from July 31, 2021, through August 9, 2021, for certain clothing, school supplies, and personal computers.

- The bill provides a 10-day "disaster preparedness" tax holiday from May 28, 2021, through June 6, 2021, for specified disaster items.
- The bill provides a 7-day "recreation" tax holiday from July 1, 2021, through July 7, 2021, for admissions to certain events and purchases of sports equipment, outdoor supplies and items, boating and water activities supplies, camping supplies, and fishing supplies.
- The bill creates a sales tax exemption for independent living items, exempting grab bars, bed transfer handles, bed rails, and shower seats.
- The bill allows businesses to pay sales tax on behalf of their customers.
- The bill extends the date from 2022 to 2027 in which a data center may qualify to receive an exemption certificate that allows the owner or tenants of a data center to purchase certain personal property or electricity exempt from sales tax.

Ad Valorem Tax

- The bill increases the discount for multi-unit property used for affordable housing from 50 percent to 100 percent.
- The bill clarifies the property tax treatment of property damaged by calamity or disaster.
- The bill provides two situations when title to homestead property may change without the property being reassessed at just value.
- The bill provides property tax exemptions for certain property used for educational purposes.
- The bill clarifies the tax treatment of property that is partially exempt.
- The bill implements HJR 1377 (SJR 1182) related to flood mitigation by providing an assessment limitation for properties that are voluntarily elevated. These provisions become effective if HJR 1377 is approved by the electors at the general election in November of 2022.
- The bill repeals charitable hospital reporting requirements.

Corporate Income Tax

- The bill creates a corporate tax credit program for businesses that hire student interns. The program is only for Fiscal Years 2021-2022 and 2022-2023 and is capped at $2.5 million for each fiscal year.
- The bill increases the credits available to corporations that clean contaminated property in Florida by $17.5 million for Fiscal Year 21-22.

Documentary Stamp Tax

- The bill provides a documentary stamp tax exemption for documents that must be updated with a new interest rate index.

Various Taxes

- The bill creates a tax credit program for businesses contributing to charities that provide counseling for families. The program is capped at $5.0 million per fiscal year.
- The bill repeals the Sports Development Program.
- The bill increases the distribution of cigarette tax revenues to the H. Lee Moffitt Cancer Center and Research Institute from 4.04 percent to 7 percent beginning July 1, 2021. Beginning July 1, 2024, the distribution increases to 10 percent.

Tax Administration

- The bill requires the Department of Revenue to use the prior year's tax rate on titanium dioxide in the event the index upon which the tax rate is calculated is unavailable.
- The bill removes penalties for persons who choose to pay their property taxes in installments, but fail to pay the first installment timely.
- The bill provides a process for freight forwarding companies to document exempt sales for export.
- The bill allows collection periods to be aggregated when determining the severity of offense committed by a person who fails to remit taxes.
- The bill requires dealers who maintain their records in an electronic format to provide them electronically when under audit.

If approved by the Governor, these provisions take effect July 1, 2021, except as otherwise provided in the act.
Vote: Senate 40-0; House 117-1

ST. LUCIE COUNTY FLORIDA

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS
2300 Virginia Avenue • Fort Pierce, FL 34982
www.stlucieco.gov 772.462.1100

City Commission Conference Agenda **4. b.**

Meeting Date: 06/14/2021

Re:

SUBJECT:

Presentation by Michael Broderick, Parking Committee Chair, regarding the committee's recommendations involving uniform signage for free public parking areas, increasing the number of paid parking spots in the designated Marina parking lot, and hiring a second parking enforcement officer.

Attachments

Memo

Presentation

Form Review

Form Started By: Linda Cox Started On: 06/10/2021 10:28 AM

Final Approval Date: 06/10/2021

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE Florida

TO : The Honorable Mayor and Members of the City Commission

THROUGH : Nicholas C. Mimms, P.E., ICMA-CM, City Manager NCM

FROM : Michael Broderick, Chairman, City of Fort Pierce Parking Committee

RE : Parking Committee Recommendations

DATE : June 9, 2021

The Parking Committee met on Wednesday, April 14, 2021. Below are the recommendations that were generated from the meeting's discussion for the City Commission's consideration for approval:

1. Install free public parking signage at the parking lots that have been identified as such.
2. Increase the number of paid-parking slots in the designated Marina Tenant Parking lot by 4, increasing the total paid parking spaces to 24.
3. Designate the 25 parking spaces on the east side of Melody Lane south of the City Marina 2-hour parking.
4. Encourage the City Commission to hire a second, part-time parking enforcement officer.

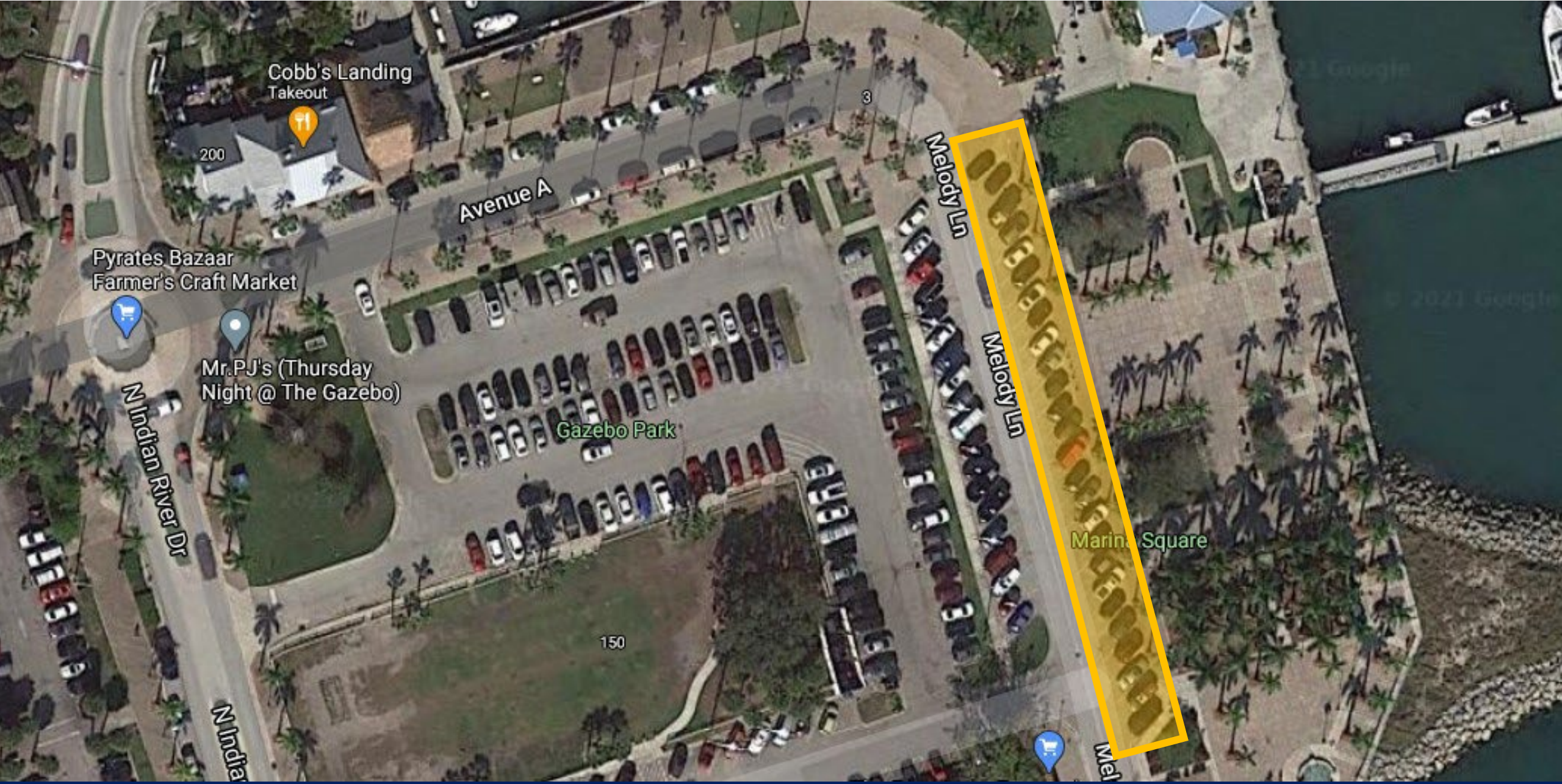
MB/avm
Cc: Linda Cox, City Clerk

Parking Committee Recommendations

City of Fort Pierce Commission Conference Agenda
June 14, 2021

- Install free public parking signage at parking lots within the City that have been identified as such.

- Increase the number of paid-parking slots in the designated Marina Tenant Parking lot by 4, increasing the total paid parking spaces to 24.



★ Designate the 25 parking spaces on the east side of Melody Lane south of the City Marina 2-hour parking.

City Commission Conference Agenda **4. c.**

Meeting Date: 06/14/2021

Re: Vacation Rental / Short Term Rental Task Force Presentation

SUBJECT:

Vacation Rental / Short Term Rental Task Force Presentation

Attachments

Recommendations

Form Review

Form Started By: Rebeca Guerra Started On: 06/04/2021 01:37 PM

Final Approval Date: 06/09/2021

PURPOSE & INTENT

Section 22-XXXX - Purpose and intent.

The purpose of this ordinance is to establish and enforce standards for vacation rental units and short-term rentals in the city in a manner which protects the character and quality of life in the neighborhood or area where the vacation rental units and short-term rentals are located while not unduly restricting the owner of the vacation rental units and short-term rentals from use of their property. Further, this ordinance shall be construed and implemented to achieve the following intent and purposes of the city commission:

1) To establish the regulations, procedures and standards for the review and approval of all vacation rental units and short-term rentals in the city;
2) To preserve and foster the public health, safety, aesthetics, and general welfare, and to aid in the harmonious and orderly development of the city;
3) To establish a registration process that is efficient in terms of time, administration, and enforcement; effective in addressing the impacts of vacation rental units and short-term rentals; and equitable with regard to regulations and procedures, while respecting the rights of property owners;
4) To implement, and be in compliance with, the goals and policies of the city's comprehensive plan;
5) To ensure the safety of structures that are used as vacation rental units and short-term rentals.

INTERPRETATION

Section 22-XXXX - Interpretation.

In the interpretation and application of this ordinance, all standards, criteria, and requirements shall be liberally construed in favor of the purposes and goals of the city as set forth in its comprehensive plan and deemed neither to limit nor repeal any other lawful regulatory powers of the city.

Where this ordinance conflicts with or overlaps other ordinances or regulations, the more stringent shall prevail.

If any issue arises concerning the application of regulations, definitions, development criteria, performance standards, or any other provisions of this ordinance, the code compliance manager shall be responsible for their interpretation. Responsibility for interpretation by the code compliance manager shall be limited to standards, regulations, and requirements of this ordinance. Such responsibility shall not be construed to substitute for or abrogate any right or responsibilities specified to the mayor, or the city commission, or any board or official named in other sections of the city's code of ordinances. The code compliance manager shall rely upon the goals, objectives, and policies adopted in this ordinance, the code of ordinances, and the city’s comprehensive plan in making any such interpretation.

DEFINITIONS

Section 22-XXXX - Definitions.

Advertising means any form of communication for marketing that is used to encourage, persuade or manipulate viewers, readers or listeners into contracting for goods and/or services as may be viewed through various media, including, but not limited to, newspapers, magazines, flyers, handbills, television commercials, radio, signage, direct mail, websites, emails, or text messages.

Bi-annual shall mean, for the purposes of this ordinance, every other fiscal year.

Commercial event is defined as an event with the purpose of making money or where a venue is hired for a private or commercial function which may include, but is not limited to, events such as private parties, entertainment events, and attractions.

Good neighbor brochure means a document prepared by the city that summarizes the general rules of conduct, consideration, and other information including provisions of the code of ordinances, pertaining to the use and occupancy of a dwelling unit used or occupied as a short-term rental or vacation rental.

Maximum occupancy shall be calculated as one person for every 200 square feet, under air-conditioned space, of the rental unit if the building is being rented out in its entirety. If only a room (or rooms) is being rented, or the rental unit is also being concurrently occupied by the owner (or other), then the maximum occupancy shall be calculated as one person for every 150 gross square feet of the room (or rooms) being rented. For the purpose of this definition, a person shall mean any individual over the age of five (5) years.

Noise means any sound that annoys or disturbs humans or causes or tends to cause an adverse psychological or physiological effect on humans or that would unreasonably interfere with the enjoyment of life or property.

Owner means a person who is the owner of record of real property as documented by deed or other document evidencing ownership recorded at the St. Lucie County Property Appraiser and the Clerk of Court.

Pool contractor means a contractor whose scope of work involves, but is not limited to, the repair and servicing of a swimming pool, hot tub, or spa, whether public or private, or otherwise, regardless of use. For the purposes of this section, a pool contractor shall possess a valid commercial or residential pool contractor license (but not service contractor license) through the Florida Department of Business and Professional Regulation.

Rental unit. Rental unit(s) means any unit in a condominium, apartment, or cooperative, or any individually or collectively owned single-family, two-, three-, and four-family, or multi-family residence or dwelling unit. For purposes of this ordinance, the term "rental unit(s)" is synonymous with the term "vacation rentals" and "short-term rentals" and is subject to all requirements imposed on vacation rentals or short-term rentals.

Repeat violation refers to a violation of a provision of a code or ordinance by a person who has been previously found through the special magistrate or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within five (5) years prior to the violation, notwithstanding the violations occur at different locations.

Residency shall mean a person's true, fixed location of bona fide domicile. It is the place a person intends to remain and return to when one leaves without intending to establish domicile elsewhere. Residency for the purpose of this ordinance may only be demonstrated by the address listed on a Florida state-issued driver's license or a Florida state-issued identification card.

Short-term rental refers to a property that is rented more than three (3) times a year for less than 30 days at a time.

Vacation rental shall mean any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project.

Violation means any violation of any provision of the code, or any provision of local, state, or federal law or regulation for which the city has enforcement responsibility and/or authority. All definitions contained in the city's code of ordinances shall apply to this ordinance; however, in the event of any conflict, the more stringent shall prevail.

Violator means the person or entity, natural or otherwise, in violation of those portions of the city's code of ordinances which are within the jurisdiction of the special magistrate. The term "violator" shall include each of the following: the owner of the property where the violation exists; the person in immediate control of the property where the violation exists, such as tenant or current resident; the person or entity that manages the property where the violation exists, such as a property management company or landlord, if separate from the owner; or manager or person in charge of the property where the violation exists. Multiple violators may be cited for a single violation. Any violation that is enforced against a violator as set forth in this section does not preclude the enforcement of the same violation against other violators.

STANDARDS AND REQUIREMENTS

Section 22-XXXX. - Standards and requirements.

1) *Generally.* All vacation rental units and short-term rentals, whether single-family homes, duplexes, condominium units, three or more unit complexes, or multiple family complexes, must meet the minimum standards for habitable structures set forth in the Florida Building Code, the Florida Fire Code, the Florida Life Safety Code, the Federal Emergency Management Agency laws and regulations, and the Code of Ordinances, subject to legal nonconformities.
2) *Registration.* All vacation rentals and short-term rentals shall be required to have an updated rental unit registration issued by the city clerk's office. A rental unit registration is nontransferable between owners. A change of ownership of the rental unit shall require the new owner or his agent to obtain a new rental unit registration for the vacation rental or short-term rental.
3) *Swimming pool, spa, and hot tub safety.* An in-ground or above-ground swimming pool, spa, or hot tub offered or made available as an amenity at a vacation rental unit shall comply with current standards of the Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes. The property owner or rental agent shall have the swimming pool drain system, any underwater lighting system, and the electrical pump system of such swimming pools, spas, and hot tubs inspected bi-annually by a licensed residential or commercial pool contractor. Proof of such inspection within the previous 24 months from the date of the request shall be provided to the city upon renewal of the vacation rental unit's or short-term rental's registration.
4) *Swimming pool, spa, and hot tub screening.* All in-ground and above-ground swimming pools, spas, and hot tubs at rental units shall meet the requirements contained in the Florida Building Code.
5) *Smoke and carbon monoxide (CO) detection and notification system.* A working smoke alarm and carbon monoxide (CO) alarm system shall be present within the rental unit and maintained on a continuing basis consistent with the requirements of Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code.
6) *Fire extinguisher.* A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected, and maintained in accordance with NFPA 10 on each floor of a rental unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location of the fire extinguisher.

7) *Emergency egress maintenance and lighting.* Halls, entrances, and interior stairways within a rental unit shall be clean and lit. Hall and stair runners shall be kept in good condition. Rails shall be installed on all stairways. A safe, continuous, and unobstructed path of travel shall be provided from any point in a building or structure to the exit. The means of egress shall comply with the International Fire Code.
8) *Local phone service.* At least one land line telephone or cellular telephone with the ability to call 911 or the local emergency number shall be available in the main level common area in the rental unit.
9) *Parking.*
    i. The minimum required on-site parking for dwelling rentals shall be one (1) 9'6" x 19' space.
    ii. The maximum allowed on-site parking for each rental single-family dwelling shall be based on the number of dedicated 9'6" x 19' spaces on the lot in which the dwelling rental occupies.
    iii. In multi-family residential instances, the maximum number of parking spaces allowed for each dwelling rental shall be limited to those spaces which are specifically assigned to the rental unit and not those which would be shared by all of the building tenants' guests.
    iv. No overnight on-street parking shall be allowed by the responsible person/entity, renters, or their guests.
    v. On-street parking shall only be allowed in marked and designated on-street parking areas.
    vi. No on-site parking shall be allowed on grassed surfaces, including boats, recreational vehicles, and other vehicles as defined in section 125-3.
    vii. All on-site parking spaces and maneuvering areas shall comply with the surface material requirements set forth in section 125-315.
10) *Elevators.* Any rental unit with an elevator shall meet the applicable requirements of the Florida Building Code, Florida Statutes, and any other required regulatory agency.
11) *Solid waste handling and containment.* Vacation rental and short-term rental owners shall supply city-approved carts for containment of solid waste, etc. The owner or manager of a rental unit shall place the waste containers at a clearly marked location specified by the city and shall comply with the requirements of the Florida Building Codes and the code of ordinances.
12) *Noise.* Notwithstanding any other provision of this ordinance, and in addition thereto, it shall be unlawful for any person to make, or cause or permit to be made, any noise disturbance. A person affected by a noise disturbance may include residents, law enforcement or code enforcement officials, or others who may be reasonably disturbed by a noise disturbance in the general conduct of their affairs.
    i. Daytime noise regulations. Radios, tape player, or other mechanical or electronic sound making device or instrument, and similar devices, shall be prohibited in the following manner:
        1. The operating or amplifying of any radio, tape player, or other mechanical or electronic sound making device or instrument or similar device which produces or reproduces sound on the public rights-of-way in such a manner as to be plainly audible to any person other than the operator of the device.
        2. The operating or amplifying of any radio, tape player, or other mechanical or electronic sound making device or instrument or similar device which produces or

reproduces sound in such a manner that it is unreasonably loud, raucous, jarring, disturbing, or a nuisance to reasonable persons of normal sensitivities within the area of audibility.

3. The operating or playing of any radio, tape player, or other mechanical or electronic sound making device or instrument or similar device which causes physical vibration that is perceptible to reasonable persons of normal sensitivities within the closed confines of a residence.
4. The operating or playing of any radio, tape player, or other mechanical or electronic sound making device or instrument or similar device which produces or reproduces sound in a motor vehicle in a manner as to be plainly audible at a distance of 25 feet.

ii. Nighttime noise regulations. Noise which is plainly audible from the rental unit's property line, between the hours of 10 PM and 7 AM, in any direction from the source of the noise shall constitute a violation of this section. This includes, but is not limited to, amplified sound and self-contained, portable, hand-held music or sound amplification or reproduction equipment operated on private property, public property, or public right-of-way.

13) *Commercial events.* No rental unit may be leased as a location for a commercial event. It shall be prima facie evidence of a violation of this ordinance for anyone to advertise or hold out the property to be used as a location for a commercial event.
14) *Guests.* Each rental unit may host guests who are not counted towards the maximum occupancy of the unit. Guests may only park in code-permitted parking spaces and must vacate the premises between the hours of 12 AM (midnight) and 8 AM.
15) *Tents.* Camping tents shall only be allowed on single-family lots and residences. Their placement shall be limited to the rear yards of these lots and shall be used exclusively by the individual tenants of the rental unit agreement.
16) *Fireworks.* Fireworks shall only be permitted for a 24-hour period on December 31st and July 4th.
17) *Domesticated animals.* Rental units which may allow domesticated animals to stay on-premises shall require that each animal wear a collar with an identification tag displaying, at minimum, the animal's name, the owner's name, and the owner's phone number or a microchip with the same information. Renters must be able to provide, upon request by the code compliance manager, a copy of proof of valid rabies vaccination for each animal. Such animals shall be at all times secured within the property lines or on a leash, but shall not be tethered. Continual nuisance barking by the animals is prohibited. The keeping of animals shall be subject to the regulations of this section and chapter 6 of the code regarding animals.
18) *Advertising requirement.* All advertising for rental units shall identify the city-issued business tax receipt number associated with the advertised rental property. The vacation business tax receipt number shall be included on all advertising, including, but not limited to print and internet-based advertising. Advertisements that do not contain this information or that contain inaccurate information shall be deemed a violation of this section for each day that the advertisement runs. Advertisements shall be consistent with section 22-XXXX of this ordinance.
19) *Evacuation.* All occupants of the rental unit shall be required to promptly evacuate from the premises upon posting of any evacuation order issued by state or local authorities.
20) *Sexual offenders.*

i. In addition to general compliance with all federal, state, county, and local laws, it is the affirmative duty and responsibility of the property owner and rental unit responsible

person, individually and collectively, to ensure that sexual offenders, as defined by state law, register with the St. Lucie County Sheriff's Department ("SLCSD"), in accordance with state law, as may be amended from time to time.

ii. Notification of sexual offender status. At the time of reservation, the property owner or rental unit responsible person shall inquire if any rental unit occupant is a sexual offender, as defined by state law. If any rental unit occupant is a sexual offender as defined by state law, the property owner, rental unit agent, or both shall notify SLCSD within twenty-four (24) hours of being informed.

iii. Non-compliance. A property owner's failure to comply with the provisions of this subsection shall constitute a violation of this section, and may subject the property owner to revocation of the rental unit registration.

21) *Posted or displayed information (interior).* There shall be provided, in the unit within ten (10) feet of the front door, all of the following information. This information shall be made available for inspection by county or city staff.

i. The name, address, and phone number of the responsible person(s);

ii. The maximum occupancy of the unit;

iii. The maximum number of vehicles that can be parked at the unit, along with a sketch of the location of the parking spaces;

iv. The days of trash pick-up, including type (i.e. bulk, recyclables, etc.). Trash shall not be placed for pick-up except after 6:00 pm on the day prior to pickup, and the trash containers shall be removed from the curb no later than 6:00 pm on the day of pickup, if applicable;

a) The location and contact information of the nearest hospital and police station, including non-emergency numbers;

b) A legible copy of the rental unit registration;

c) A legible copy of the rental unit business tax receipt;

d) A legible copy of this ordinance; and

e) A legible copy of the agreement between the owner and the rental unit occupant(s), for the duration of the rental period covered by that agreement.

22) *Posted or displayed information (exterior).* If permitted, there shall be posted outside the rental unit within ten (10) feet of the front door, and encased in a weatherproof display, the contact information for the property owner or responsible person.

EXISTING LEGAL NONCONFORMITIES

Section 22-XXXX. - Existing legal nonconformities.

1) Throughout the city there exist rental units with valid Business Tax Receipts (BTRs) that are legal nonconformities from various ordinances. Notwithstanding the Florida Building Code, the Florida Fire Code, and the Florida Life Safety Code, it is not the intent of this ordinance that these legal nonconformities be corrected as a condition of receipt of a rental unit registration. However, it shall be the responsibility of each rental unit to come into compliance with all of the minimum standards and requirements set forth in this ordinance, as applicable.

2) For properties with existing BTRs, legal existing nonconformities shall be identified and inventoried by the code enforcement department with the initial issuance of a rental unit registration. The final decision of whether a legal nonconformity exists shall be determined by the code enforcement department. The code enforcement department's decision may be appealed to the city's special magistrate within 30 days after the department's decision. Issuance of a rental unit registration is affirmative assent of existing legal nonconformities. Change of ownership of property shall not invalidate existing nonconformities associated with the initial rental unit registration.
3) Upon issuance of subsequent rental unit registration, if it is the determination of the code enforcement department that there are nonconformities not identified and inventoried with the original rental unit registration, the code enforcement department shall require nonconformities to come into compliance prior to issuing a new rental unit registration. Appeals of the code enforcement department's decision may be appealed to the city's special magistrate.

EXEMPTION FOR PRE-EXISTING RENTAL AGREEMENTS

Section 22-XXXX. - Exemption for pre-existing rental agreements.

1) Notwithstanding any other provision of this ordinance, rental agreements with prospective occupants for rental units that were pre-existing as of XXXX, 2021, (hereinafter "pre-existing agreements") are exempt from the occupancy provisions of this chapter for maximum occupancy limits. Any pre-existing agreements for occupancy through 2022, shall be disclosed to the city by XXXX, 2021. All bookings made subsequent to XXXX, 2021, are subject to the occupancy provisions of this ordinance. All advertising must be compliant for occupancy limits no later than XXXX, 2021.
2) If a rental unit is cited for a violation of this ordinance, (that would not be a violation if it were not for this section), when the rental unit is occupied under the terms of a pre-existing agreement, the rental owner may defend such violation based on the fact that the rental unit was exempt from this section due to it being occupied pursuant to a pre-existing agreement. Such defense shall be determined based upon the following information, and upon any additional information supplied by the rental unit owner or otherwise determined by the fact finder:
    a. Copy of deposit or payment information evidencing that the agreement was a pre-existing agreement.
    b. Copy of e-mail or other communication evidencing a binding pre-existing agreement.
    c. Information from the occupant confirming that there was a binding agreement in a time frame to make the agreement as pre-existing agreement under this section.

    If it is reasonably determined by the city staff, and confirmed by the city's special magistrate, that any information supplied to the city in support of an application for exemption, or in support of a defense based upon pre-existing agreement, was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be and subject to the penalties contained in this ordinance.

MANAGEMENT COMPANY OR RESPONSIBLE PERSON

Section 22-XXXX. - Management company or responsible person.

1) An owner of a rental unit may designate a management company or responsible person to manage the unit on his/her behalf.
2) Said management company shall have an office located within St. Lucie County. The responsible person shall officially reside in a dwelling unit located within St. Lucie County. Proof of residency shall be demonstrated to the city clerk's office in the form of a Florida Driver's License or Florida Identification Card only.
3) The city will provide a form for such purpose which must be completed and submitted to the city. The designation of management company or responsible person does not relieve the owner of the responsibility to comply with all state and local statutes and ordinances.
4) Upon a change of ownership or a transfer of management company or responsible person of a rental unit, the owner shall notify the city of the new owner, manager, and/or responsible person within ten (10) business days of such change. A vacation rental or short-term rental owner may change this authorization by submitting a new properly executed authorization form. The new owner, management company, or responsible person shall comply with all procedural requirements of the code of ordinances and the conditions of the registration for the rental unit being transferred.
5) The management company or responsible person shall respond to any and all calls or emails within one (1) hour. The failure of a management company or responsible person to respond within one (1) hour, three (3) times within a twelve-month period shall result in the revocation of the entity's ability to manage the rental unit on behalf of the property owner for a period of twelve months from the time that their management abilities are rescinded.

APPLICATION FOR RENTAL UNIT REGISTRATION

Section 22-XXXX. - Application for rental unit registration.

1) The application shall contain all information relevant to review and approval of a rental unit registration, including but not limited to, the following information:
    a. Property owner.
        i. Name.
        ii. Address.
        iii. Mailing address (if different).
        iv. Phone.
        v. E-mail address.
2) Property management or responsible person.
        i. Name.
        ii. Address.
        iii. Mailing address (if different).
        iv. Phone.
        v. Local emergency and contact phone with 24-hour availability for receiving notice of violations.

vi. E-mail address.

3) Property and rental unit address and phone number.
    a. Number and street address, including individual unit numbers or letters.
    b. The name of the rental unit property (e.g., "Mermaid's Hideaway"), if one is used.
    c. The cell phone or landline number for the rental unit.
4) Proof of ownership. The following proofs of ownership must be submitted:
    a. Copy of recent profile from property appraiser.
    b. Active Sunbiz registration for corporate ownership, if applicable.
5) Parcel identification number (assigned by the county property appraiser).
6) Property description type.
    a. Single-family unit.
    b. Duplex unit.
    c. Triplex unit, quadraplex unit, or similar.
    d. Condominium unit.
7) Maximum occupancy.
8) Parking.
    a. Number of onsite parking spaces.
    b. Location of onsite parking spaces.
9) Exterior site sketch.
10) Interior building sketch (including all bedrooms, extinguishers, alarms, ingress/egress, living spaces, etc.).
11) Florida Department of Business & Professional Regulation license number (if applicable).
12) Florida Sales Tax Identification Number.
13) St. Lucie County Tourist Development Tax Account Number.
14) St. Lucie County Business Tax Receipt (if applicable).
15) Payment of all applicable fees.
16) Copy of initial inspection from Code Enforcement Department.
17) Copy of pool inspection from licensed pool contractor.
18) Verification of no pending Code Enforcement proceedings for the rental unit.
19) Proof of no outstanding balance due to the city for the rental unit.

RENTAL UNIT ADVERTISING REQUIREMENT

Section 22-XXXX. - Rental unit advertising requirement.

All advertising for rental units shall indicate the city rental unit BTR number, the maximum occupancy limit of the rental unit, and the maximum parking available on the property as specified on the rental unit registration on file with the city clerk. The advertisement shall also include the following:

1) A reference to rental unit regulations as found in sections 22- XXXX through 22-XXXX;
2) A reference to sea turtle protection requirements (for coastal areas only) as found in section 16-82;
3) A reference to domestic animal regulations as found in chapter 6;
4) A reference to limited pet-friendly parks and beaches in the area; and

5) A link to the city's code of ordinances found at: https://library.municode.com/fl/fort_pierce/codes/code_of_ordinances.

Advertisements that do not contain this information or that contain inaccurate information shall be deemed a violation of this ordinance and subject to the penalties contained in this ordinance.

MODIFICATION OF RENTAL UNIT REGISTRATION

Section 22-XXXX. - Modification of rental unit registration.

An amendment of a rental unit registration shall be required in the event that any of the following changes to the dwelling rental are proposed:

1) An increase in the number of bedrooms in the rental unit;
2) An increase in the maximum occupancy of the rental unit;
3) An increase or decrease in the number of parking spaces, or a change in the location of parking spaces for the rental unit; or
4) A change in ownership, management company, or responsible person of the rental unit.

DURATION OF RENTAL UNIT REGISTRATION

Section 22-XXXX. - Duration of rental unit registration.

Rental unit registrations shall expire on September 30 of each year.

RENEWAL OF RENTAL UNIT REGISTRATION

Section 22-XXXX. - Renewal of rental unit registration.

1) Rental unit registrations must be renewed annually prior to the expiration date of September 30.
2) The renewal shall consist of the following:
    a. A completed renewal application;
    b. Copy of current state required licenses;
    c. Updated management company or responsible person information;
    d. Verification of no pending code enforcement proceedings for the rental unit;
    e. Verification of no outstanding balance due to the city for the rental unit;
    f. Attestation that no modifications have been made to the unit;
    g. All applicable fees;
    h. Bi-annual pool inspection certification from a licensed residential or commercial pool contractor (if applicable); and
    i. Bi-annual rental unit inspection certification (as appropriate).
3) In the event the renewal is not completed within the specified timeframe, a written request for an extension must be submitted to the city clerk no later than fifteen (15) days prior to the expiration date. The request for an extension must specify the reason for the extension and the extension period being requested. The decision of the city clerk shall be in writing

and may approve the request as submitted, modify the request, or deny the request. If denied, an explanation for the denial shall be provided.

INSPECTION OF UNITS FOR RENTAL UNIT REGISTRATION

Section 22-XXXX. - Inspection of units for rental unit registration.

1) For existing rental units properly registered with the city of fort pierce and with a current BTR as of the date of the adoption of this ordinance, an inspection of the rental unit to verify compliance with this article shall be required subsequent to the initial registration of the rental unit in accordance with the bi-annual schedule based upon address prior to renewal.
2) For new rental units or existing units where a business tax receipt is expired, inspection of the rental unit to verify compliance with this article shall be required prior to the initial registration of the dwelling rental, and bi-annually after each renewal.
3) For units with even numbered addresses, the bi-annual inspection will be required in even years prior to registration renewal.
4) For units with odd numbered addresses, the bi-annual inspection will be required in odd years prior to registration renewal.
5) If instances of non-compliance with this ordinance are found, all such instances of non-compliance shall be handled as delineated per section 22-XXXX.

ENFORCEMENT OF RENTAL UNITS

Section 22-XXXX. - Enforcement of rental units.

1) Provisions of this ordinance may be enforced by the city as a civil violation pursuant to chapter 1, article II, division 2 or chapter 1, article II, division 3.
    i. Violations of this ordinance addressed by chapter 1, article II, division 3 shall be addressed via a citation and shall:
        a) Be issued directly to the violator (tenant/occupant).
        b) Be issued for each individual and separate violation.
        c) Be considered a class II violation.
    ii. Violations of this ordinance addressed by chapter 1, article II, division 2 shall be addressed via notice of violation and shall:
        a) Be issued to the property owner, per state statute 162.12(1)(a), with additional copies provided to the management company or responsible person.
        b) Be issued as a result of any violation of any provision of this section or be issued as a result of the issuance of a citation to a tenant or occupant.
        c) Shall be considered irreversible and, per state statute 162.09(2)(a), may result in a fine of up to $5,000 per violation.
2) Each consecutive day that a violation continues may be considered a separate violation.
3) Copies of all enforcement activities shall be provided to the city clerk's office.

DENIAL & REVOCATION OF RENTAL UNIT REGISTRATION

Section 22-XXXX. - Denial and revocation of rental unit registration.

1) The city clerk may revoke or deny the issuance of a rental unit registration if it is determined that an applicant:
    a) Has obtained the registration by fraud, false statement, misrepresentation, or failure to truthfully answer any question in the required registration application;
    b) Has failed to satisfy the standards and requirements contained in this ordinance;
    c) Has failed to obtain required approvals from the state or obtain a city business tax receipt; or
    d) Has received three (3) orders of violation as determined by the special magistrate within the same fiscal year.
2) Not later than 30 days after the filing of a completed application for a rental unit registration, the applicant shall be notified by the city clerk's office of the decision on the issuance or denial of the registration. If the issuance of the rental unit registration is approved, the city clerk shall issue the registration. If the registration is denied, the applicant shall be provided with a statement of the reasons for denial, which reasons shall be entered in writing on the application. Failure of the city clerk to place notification of said decision in the mail or personally notify the applicant with acknowledgment shall require immediate issuance of the requested registration to the applicant.
3) Any person aggrieved by the denial or revocation of a registration as provided in this ordinance shall have the right to appeal to the city commission. Such appeal shall be taken by filing with the city clerk’s office, within 14 days after notice of the action complained of has been mailed to such person's last-known address, a written statement setting forth specifically the ground of the appeal. The city clerk shall set a date and the time and place of hearing of such appeal. Such notice shall be mailed, postage prepaid, to the applicant at his last-known address at least five days prior to the date set for hearing. The decision and order of the city commission on such appeal shall be final and conclusive.
4) Applications which have been denied or revoked that remain under the same ownership, may reapply after a period of 12 months has elapsed from the date of the denial or revocation.

FEE SCHEDULE

Rental unit annual registration……..$1,200

Re-inspection fee…….$100

Change of responsible person…….No charge

City Commission Conference Agenda **4. d.**

Meeting Date: 06/14/2021

Re: Little Jim's Bait & Takle

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Discussion of the future of the Little Jim's Bait & Tackle Shop at the request of Commissioner Jeremiah Johnson

Attachments

Little Jim's Bait & Tackle, Inc. Lease Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/20/2021 12:12 PM
City Manager	Nick Mimms	05/20/2021 12:12 PM
Form Started By: Jennifer Robinson		Started On: 05/20/2021 10:07 AM
Final Approval Date: 05/20/2021		

NOTICE OF CONSENT

TO: Nick Mimms, City Manager and Representative for City Commission
City of Fort Pierce
100 N. U.S. Highway 1
Fort Pierce, Florida 34950

TO ALL IT MAY CONCERN:

Please accept this document as formal notice of the consent and request of Little Jim's Bait and Tackle, Inc., and principals and it's guarantors, Richard A. King and Rita King for the Assignment of the Lease Agreement for Little Jim's property entered into on April 3, 2015, to Diego M. Larroude and Donna Qvarnstrom-Burke per agreement between the parties.

Dated January 15, 2019.

Little Jim's Bait and Tackle, Inc.

RICHARD KING

RITA KING

City of Fort Pierce
Florida

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

April 23, 2015

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

Re: Lease Extension

Dear Mr. King:

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

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

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

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

LEASE EXTENSION

THIS LEASE EXTENSION AGREEMENT, is made and entered into this ___ day of March, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA,** a municipal corporation, (**"LANDLORD"**), and **LITTLE JIM BAIT AND TACKLE, INC.** a Florida corporation organized under the laws of Florida with its principal address at601 North Causeway Drive, Fort Pierce, Florida, (**"TENANT"**).

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

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

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

1) The Lease term shall be extended for an additional ten (10) year period, commencing on March 1, 2015.

2) Portions of Section 7 Insurance of the Lease are updated and modified as follows:

Workers' Compensation/Employer's Liability Insurance

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

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

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

Marina Operators Insurance

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

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

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

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

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

CITY OF FORT PIERCE, a municipal corporation, **LANDLORD**

Attest:

Linda W. Cox
Linda Cox, City Clerk

By: Linda Hudson
Linda Hudson, Mayor

Approved as to Form and Correctness:

Robert V. Schwerer, Esq.
City Attorney

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

By: R A K
Richard A. King, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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

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

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

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

LEASE AGREEMENT FOR LITTLE JIM PROPERTY

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

WITNESSETH:

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

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

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

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

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

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

EXHIBIT
tabbies
A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) the original of the policy(ies); or

(c) other evidence satisfactory to CITY.

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

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

Workers' Compensation/Employer's Liability Insurance

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

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

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

Marina Operators Insurance

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

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

Liquor Liability Coverage

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

$ 500,000 General Aggregate
$ 500,000 Each Occurrence

Automobile Liability Insurance

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

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

Pollution Legal Liability Insurance

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

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

$ 500,000 per claim
$ 500,000 aggregate

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

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

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

Property Insurance

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

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

General Conditions

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

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

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

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

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

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

a) TENANT may seek to obtain subject to applicable regulations, licensure for retail sales of beer and wine for on-premises and off-premises consumption. TENANT represents it currently has beer and wine license including off-premises consumption. LANDLORD acknowledges TENANT may seek to obtain a license to serve a full-line of alcoholic beverages for on-premises consumption. TENANT shall provide copies of all liquor license records to LANDLORD upon request.

b) TENANT specifically agrees not to conduct its business in a manner that disturbs the quiet enjoyment of any nearby residents and agrees to conduct its business in compliance with all applicable laws.

c) TENANT further agrees to:

1) keep the premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other

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

2) to make no alterations or additions to the Demised Premises except as set forth herein, without the prior written consent of LANDLORD, and

3) to forbid overnight stays, including live-aboard persons on any docked or moored vessel; and

4) to commit no waste of the premises; to remove all garbage and other debris which results from the operation of TENANT's business in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary and in repair, to use and operate in a reasonable manner all electrical, plumbing and other facilities; not to destroy, deface, damage, impair or remove any part of the Demised Premises or property therein belonging to LANDLORD; and

5) to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not constitute a breach of the peace; and

6) to surrender the Demised Premises at the termination of this Lease in as good state and condition reasonable use and wear permitted.

d) TENANT shall have the right, subject to approval of LANDLORD to adopt reasonable rules and regulations applicable patrons, customers and members of the public in utilization of the Demised Premises which may include one or more of the following or similar rules:

(1) Limitation of patrons, customers and members of the public, bringing food and beverages from off site for consumption on Demised Premises, that have not been purchased or acquired from TENANT, including unlicensed alcoholic beverages provided that no limitation shall prevent patrons, customers, or members of the public from consuming such food or beverages on their private vessels or watercraft or the immediate vicinity thereof.

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

(3) Usage of Dockage Agreement approved by Landlord.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The vacating or abandonment of the Demised Premises by

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

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

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

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

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

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

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

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

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

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

LANDLORD) as are necessary to perfect such lien.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Time is of the essence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS AS TO LANDLORD
ATTEST:

Cassandra Steele, City Clerk

LANDLORD
CITY OF FORT PIERCE
By:

Robert J. Benton, III, Mayor

Date: May 25 2010

APPROVE AS TO FORM
AND CORRECTNESS

By:
Robert V. Schwerer, Esq.
City Attorney

City Attorney

WITNESSES AS TO TENANT

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

TENANT:
LITTLE JIM BAIT & TACKLE, INC.

By: _____
Richard A. King, President

Date: 5-3-10

WITNESSES AS TO GUARANTOR:

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

GUARANTOR:

RICHARD A. KING and RITA KING

_____
Richard A. King

Rita K King
Rita A. King

GUARANTEE

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

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

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

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

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

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

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

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

WITNESSES:

Print name

Print name

GUARANTOR:
RICHARD A. KING and RITA KING

Richard A. King

5-3-10
Rita King

Date:

EXHIBIT "A-1"

The Demised Premises is legally described as:

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

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

SCHEDULE "A"

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

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

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

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

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
A PARCEL OF LAND TO BE LEASED
TO LITTLE JIM BAIT & TACKLE SHOP
DATE: 4-4-96
SCALE: 1" = 17'
DRWG: 1
NO. DATE BY REVISIONS
SHEET 1 OF 1
MAYBOLD/LITTLE JIM BAIT.dwg
EXHIBIT
"A-2"

RECEIVED
TIME
MAR 2 4 2015
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Nicholas Mimms, Deputy City Manager

FROM: Robert V. Schwerer, City Attorney

SUBJECT: Little Jim Bait and Tackle – Lease Extension

DATE: March 24, 2015

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

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

Please let me know if you have any questions.

Robert V. Schwerer, Esq.
City Attorney

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

City Commission Conference Agenda **4. e.**

Meeting Date: 06/14/2021

Re: Arts and Culture Advisory Board

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Discussion of direction of the Arts & Culture Advisory Board at the request of Commissioner Curtis Johnson

Attachments

Resolution Establishing Arts and Culture Advisory Board

Arts and Culture Advisory Board Member Terms

Arts and Culture Advisory Board Attendance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/02/2021 02:44 PM
City Manager	Nick Mimms	06/02/2021 02:44 PM
Form Started By: Jennifer Robinson		Started On: 05/24/2021 02:51 PM
Final Approval Date: 06/02/2021		

RESOLUTION NO. 17-R22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE **ARTS AND CULTURE ADVISORY BOARD**, SPECIFYING THE PURPOSES OF THE ADVISORY BOARD, COMPOSITION OF THE ADVISORY BOARD, TERMS OF APPOINTMENTS AND DUTIES OF THE ADVISORY BOARD, AND PROVIDING FOR AN EFFECTIVE.

WHEREAS, arts and culture distinguish and inspire, fostering creativity, goodness, beauty and economic development, as they help express values, build bridges between cultures, and bring people together, regardless of ethnicity, age, social status or income; and

WHEREAS, the Fort Pierce Code of Ordinances, Article XXII, Chapter 2, set forth guidelines for its Art in Public Places Program (AIPP); and

WHEREAS, the City Commission has approved the 'Promotion of Local Art and Cultural Heritage' as a fundable activity for the Community Development Block Grant program; and

WHEREAS, the creation and implementation of a 10-Year Arts and Culture Strategic Plan will play a significant role in creating and sustaining a flourishing arts and cultural heritage tourism industry for the City of Fort Pierce, and;

WHEREAS, The City Commission desires and values public input that will be achieved through public presentations and meetings of an Arts and Culture Advisory Board during the creation and implementation of the 10-Year Arts and Culture Strategic Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce Florida:

Section 1. Advisory Board Creation; Purposes of the Board.

There is hereby created an Advisory Board to be known as the Arts and Culture Advisory Board. The purposes of the Advisory Board include, but are not limited to, the following:

1. Conduct public meetings, presentations, etc., to survey and assess the community's needs, resources and support for artists and arts initiatives then generate a 10-Year Arts and Culture Strategic Plan for review and approval by the City Commission;

2. Make written recommendations to City Commission and staff on selection and approval of sites and works for specific public art projects, landscape treatments, architectural enhancements, and artwork(s) to be commissioned or purchased by the City in accordance with Art in Public Places (AIPP) guidelines;

3. Act in an advisory capacity in matters pertaining to arts and cultural heritage programs, projects, and activities and events for the City, in accordance with the Arts and Culture Strategic Plan and AIPP guidelines;

4. Collaborate with local artists, arts organizations, businesses, schools, staff and citizens to accomplish the projects, activities, goals and objectives detailed in the Strategic Plan and encourage and facilitate opportunities for residents and tourists to participate in these projects and activities;

5. Assist in fostering a strong and vibrant cultural environment that supports a diverse program of the performing and creative arts for both residents and visitors;

6. Serve as cultural liaison for the City between the interests of the creative community, business community, tourist industry and the community-at-large;

7. Promote greater public participation in and access to arts and cultural heritage programming within the City;

8. Coordinate activities and pursue relationships with public and private arts, historic and cultural organizations or agencies, educational entities, tourism providers and any other organizations/entities in the promotion of arts and culture in Fort Pierce and/or the enhancement of the quality of life in Fort Pierce through arts and cultural programming, projects and activities;

9. Stimulate greater public awareness and appreciation of the importance of the arts in creating and sustaining a vibrant community and heighten awareness of the City of Fort Pierce as an artist refuge and an oasis for creativity, peace, tranquility, and serenity; and

10. Provide quality, timely, up-to-date information to those seeking arts and cultural heritage information on Fort Pierce by telephone, internet and mail or in person and collect tourism data to assist with market analysis and research.

Section 2. Composition of the Board.

1. The Arts and Culture Advisory Board shall consist of seven (7) members. One appointment will be made by each Commissioner and two (2) by the Board. All members will be approved by the City Commission.

2. An architect or design professional, if under contract with the City of Fort Pierce for a specific City project, may advise the Board during the selection process as it relates to the project, but shall not be a voting member of the Board.

3. Except as otherwise limited by this resolution, the Arts and Culture Master Plan, Art in Public Places (AIPP) rules and regulations, or other law, rule, regulation or ordinance, the Board may adopt written policies and procedures to assist it in the performance of its duties, which shall be effective upon approval by the City Commission.

Section 3. Residency Requirement.

All Members of the Arts and Culture Advisory Board shall have their primary place of residence within the boundaries of the City of Fort Pierce.

Section 4. Staff Assistance.

The Manager of the Department of Finance-Grants Administration Division and Department staff will serve the Advisory Board by providing advice, information or assistance within the purview of their respective positions.

Section 6. Vacancies.

Vacancies on the Advisory Board shall be filled by the City Commission in its normal manner of filling vacancies on advisory boards. The City Commission, at its sole discretion, may require written applications for appointment to the Advisory Board.

Section 7. Terms of Appointment.

Advisory Board members shall be appointed for a two-year term, with an option to renew the appointment, per City Commission approval, for an additional term of two years. Appointments to fill vacancies due to resignation or other unexpected events shall be limited to the unexpired term of such vacancy. No individual shall be appointed for more than two terms, excluding however, any partial term for the filling of a vacancy as referenced above. Members may continue to serve on the Advisory Board until a replacement has been appointed. After having served two consecutive terms, any appointee may reapply for reappointment to the Advisory Board after an absence from the Advisory Board for at least one year.

Section 8. Initial Appointment of Officers. Election of Officers.

The Advisory Board shall elect from within the Chairman, Vice-Chairman and Secretary who shall serve for a one-year term and may not serve consecutive terms in the same position. The Chairman shall be responsible for monitoring activities of the Advisory Board and shall report on activities of the Board. The Vice Chairman shall perform the Duties of Chair in the absence of the Chairman. The Secretary shall perform the clerical duties of the board, take notes, prepare minutes of meetings, and prepare correspondence as required by the Board.

Section 9. Attendance.

An Advisory Board member shall be automatically removed from service at such time as the member's absences exceed twenty-five percent (25%) of all scheduled Advisory Board meetings, including workshop meetings, in a given six-month period, unless the Advisory Board, by majority vote, plus one (1), waives an absence by finding that unusual circumstances exist which warrant a waiver. An Advisory Board member shall be considered not to have attended a meeting for which the member was not present for at least seventy-five percent (75%) of the meeting. At that time, the City Clerk shall give notice to the Advisory Board member that automatic removal will occur at such time as absences exceed twenty-five percent (25%) of all scheduled meetings in a six-month period.

Section 10. Orientation of Board Members.

When a prospect accepts the initial appointment to the Advisory Board, the new member shall attend an orientation session. The orientation session shall be conducted by the Grants Administration Division staff and shall include, but not be limited to, the following topics:

1. History and organization of the City;

2. Duties and responsibilities of Advisory Board members; and

3. Requirements of the "Government in the Sunshine Law."

Section 11. Regular Meetings of the Advisory Board; Special Meetings.

1. The Advisory Board shall establish a regular meeting time and place.

2. Notice of regular meetings shall be posted in accordance with and shall comply with Florida law relating to open meetings under Section 286.011 Florida Statutes.

3. Special meetings of the Advisory Board may be called by the Chairman. Notice of special meetings shall be made by posting no later than 24 hours prior to the time specified for the meeting.

Section 12. Appointments to the Advisory Board are encouraged to make recommendations to Staff for new appointments to the Board.

Section 13. A majority of the Advisory Board members shall constitute a quorum. Robert Rules of Order shall govern parliamentary procedures of the Advisory Board.

Section 14. This resolution shall take effect upon approval by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 7th day of August, 2017.

Linda Hudson
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

Linda W. Cox
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

JAMES MESSER, Esq.
CITY ATTORNEY

View Meetings

Select Meeting Type Arts and Culture Advisory Board | **Select Month** May | **Select Year** 2021

Previous Period | Current Month and Year | Next Period

View Meetings

Subscribe

May, 2021

Term Tracker Report

Run Date: 05/24/21

Arts and Culture Advisory Board

First Name	Last Name	Title	District/Position	Start	End
Julie	Pouliotte		Hudson/ 2 year term	05/21/2018	05/17/2022
Doretha	Hair Truesdell		Alexander/2 year term	05/21/2018	05/17/2022
Luke	Croghan		J. Johnson/ 2 year term	05/21/2018	05/17/2022
June-Ann	DeGraw		C. Johnson/ 2 year term	01/04/2021	05/17/2022
	Vacant		Perona unexpired Johansen		05/17/2022
Mary	Bemenderfer-Myers		Board Appointee	10/01/2018	09/30/2022

GO TO PREVIOUS PAGE | GO TO TOP OF PAGE

WAI-AA WCAG 2.0

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Arts and Culture Advisory Board - FY2021 Attendance

BOARD MEMBERS	Appointed	Term Expires	10/8/2020	11/12/2020	12/10/2020	1/14/2021	2/11/2021	3/11/2021	Apr-21	May-21	Jun-21
Luke Croghan	5/21/18	5/17/22	x	x	x	P	P	U	x	x	x
Doretha Hair-Truesdale	5/21/18	5/17/22	x	x	x	P	P	P	x	x	x
Jeanne Johansen	5/18/20	5/17/22	x	x	x	P	N/A	N/A	N/A	N/A	N/A
Julie Pouliotte	5/18/20	5/20/22	x	x	x	P	P	P	x	x	x
Mary Myers	9/21/2020	9/20/2022	x	x	x	P	U	U	x	x	x
Holly Theuns			x	x	x	P	N/A	N/A	N/A	N/A	N/A
June-Ann DeGraw	1/4/21	5/17/22	n/a	N/A	N/A	P	P	P	X	X	X

P - Present
E - Excused
U - Unexcused
X- Meeting Canceled
N/A - Resigned or Not Eligible

Arts and Culture Advisory Board - FY2020 Attendance

BOARD MEMBERS	Appointed	Term Expires	10/10/2019	11/12/2019	1/9/2020	2/13/2020	3/12/2020	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20
Luke Croghan	5/21/18	5/17/22	P	P	P	E	P	x	x	x	x	x	x
Doretha Hair-Truesdale	5/21/18	5/17/22	P	P	P	P	P	x	x	x	x	x	x
Jeanne Johansen	5/18/20	5/20/22	P	P	P	E	E	x	x	x	x	x	x
Jon Neprud	5/18/20	5/20/22	P	P	P	P	P						
Julie Pouliotte	5/18/20	5/20/22	P	P	E	P	E	x	x	x	x	x	x
Mary Myers	9/21/2020	9/20/2022	P	P	E	P	P	x	x	x	x	x	x
Holly Theuns			P	P	P	P	E						

P - Present
E - Excused
U - Unexcused
X- Meeting Canceled
N/A

City Commission Conference Agenda **4. f.**

Meeting Date: 06/14/2021

Re:

SUBJECT:

Annual Performance Review of City Manager.

Attachments

Employment Contract

Form Review

Form Started By: Linda Cox Started On: 03/24/2021 03:57 PM

Final Approval Date: 03/24/2021

Contracts
"M"

CITY OF FORT PIERCE, FLORIDA

NICHOLAS MIMMS
CITY MANAGER

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into effective December 7, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to "**CITY**" and **NICHOLAS MIMMS,** hereafter referred to as "**MIMMS**".

WHEREAS, **CITY** desires to secure the services of **MIMMS** as City Manager for a minimum of three (3) years from the Effective Date of this agreement and **MIMMS** desires to accept such position; and

WHEREAS, CITY and **MIMMS** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **MIMMS** has agreed.

NOW, THEREFORE, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **MIMMS** agree with each other as follows:

1. Employment.

MIMMS will render full time professional services to **CITY** in the capacity of City Manager of the **CITY** for the initial term of three (3) years, commencing December 7, 2015 (the "Effective Date"), through December 6, 2018. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis.

MIMMS shall devote all of his time, attention, knowledge and skill, solely and exclusively to the business and interest of the City of Fort Pierce, and the public which it serves. **MIMMS** will at all times faithfully, industriously, and diligently perform to the best of his ability all duties that may be required of him by virtue of his position as City Manager, including the performance of all duties set forth in the City Charter, Ordinances,

Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. In performing such duties, **MIMMS** further agrees to be subject to the ICMA Code of Ethics, and to otherwise devote full time and attention to his work as City Manager. Nothing herein shall prohibit **MIMMS** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from his performance of the terms of this Agreement. In the event **MIMMS** makes formal application for full-time employment elsewhere while serving as City Manager, he shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

2. Compensation.

In consideration for these services as City Manager, **CITY** agrees to pay **MIMMS** an annual base salary of ONE-HUNDRED FORTY THOUSAND DOLLARS ($140,000.00) per annum, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **MIMMS'** performance by the City Commission. Base annual salary adjustments, including cost of living increases, for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **MIMMS'** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

3. Performance Evaluations.

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **MIMMS** 'performance as City Manager. These performance evaluations shall occur during the calendar month of June of each year, and the matter of the performance evaluation shall be agendaed by the City Manager, to be discussed by the City Commission, at the first City Manager

Conference Agenda in June of each year of this Agreement. These performance reviews shall consider continuing management objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **MIMMS**.

Should it be determined that **MIMMS** was successful in his overall performance, and if the Commission, in its sole discretion, determines that the fiscal condition of the **CITY** is sufficient, the City Commission will consider **MIMMS'** compensation and benefits, and endeavor to maintain them at a level commensurate with his peers in the city management profession in similarly situated Florida cities and the rate of general inflation in the economy.

4. Benefits.

In addition to annual compensation specified above, the **CITY** agrees to provide **MIMMS** with the following benefits:

(a) **MIMMS** shall be entitled to receive the same vacation, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

(b) Paid attendance at the ICMA annual conference at a rate agreed upon by the City Commission and **MIMMS**.

(c) Lease or car allowance at $350.00 per month, or such other rate agreed upon by the City Commission.

(d) Membership dues to professional associations and societies and to such service organizations and clubs of which **MIMMS** is a member, subject to the approval of the City Commission.

(e) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

(f) Retirement benefits as currently provided to **MIMMS** as a City employee

5. **Termination.**

At all times during the term of this Agreement, **MIMMS** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **MIMMS** as City Manager, **MIMMS** shall have the right to declare that such amendments constitute termination; or

(c) If **MIMMS** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

6. **Severance**.

Except as provided in this Agreement, severance will be paid to **MIMMS** when employment is terminated as defined in Paragraph 6 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **MIMMS** his then annual base salary for One Hundred Twenty (120) consecutive days thereafter, and the **CITY** shall also maintain **MIMMS'** life insurance and major medical insurance coverage paid up and in effect during such period. **MIMMS** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **MIMMS** shall not be required to perform any duties for the City or come to the City.

The severance provisions set forth herein shall not apply and the City shall not be

obligated to pay the One Hundred Twenty (120) days severance in the event **MIMMS** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Manager, or material breach by **MIMMS** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

7. **Attendance at Meetings**.

The **CITY** agrees to permit **MIMMS** to be absent from the **CITY** during working days to attend professional meetings and to attend to such outside professional duties in the city management field as have been mutually agreed upon between him and the City Commission. Attendance at such approved meetings and accomplishment of approved professional duties shall be fully compensated service time and shall not be considered vacation time. The **CITY** shall reimburse **MIMMS** for all reasonable expenses incurred by him incident to attendance at approved professional meetings; provided, however, that such reimbursement is appropriate and within the limits of the City's budget.

8. **Best Efforts of Employee.**

MIMMS agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all the duties which may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**. **MIMMS** further agrees that he will continue his education and training so that he will keep up with or exceed education requirements of his position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

9. **Disability.**

If **MIMMS** is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **MIMMS** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

10. **Residency.**

MIMMS shall, at all times, maintain permanent residency within the City of Fort Pierce, Florida, during his term as City Manager.

11. **Employee At-Will.**

MIMMS is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

12. **Liability Claims.**

The **CITY** shall defend and save harmless **MIMMS**, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **MIMMS'** duties as City Manager of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **MIMMS'** employment or services or for claims for punitive damages. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **MIMMS'** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **MIMMS** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

13. **Voluntary Resignation**.

In the event **MIMMS** voluntarily resigns his position with the **CITY**, **MIMMS** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, **MIMMS** shall not be entitled to nor shall the **CITY** be liable to pay severance if **MIMMS** resigns.

14. **General Provisions**.

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement

is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **MIMMS**, his administrators, executors, legatees, heirs, and assigns.

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

CITY OF FORT PIERCE, FLORIDA

By: Linda Hudson
Linda Hudson, Mayor

ATTEST: -
Linda W. Cox
Linda Cox, City Clerk

EMPLOYEE:

Nicholas Mimms

Approved as to Form and Correctness
for Use by the City of Fort Pierce:

Robert V. Schwerer, Esq.
City Attorney

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

RECEIVED
TIME
DEC 18 2015
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

TO: Nicholas Mimms, City Manager

FROM: Robert V. Schwerer, City Attorney

SUBJECT: City Manager Employment Agreement

DATE: December 18, 2015

Attached is the original of the City Manager Employment Agreement approved as to form and correctness by this office. The agreement is anticipated to be approved by the City Commission at their December 21 meeting. Please have the same executed by the Mayor and return a copy to me for my records.

Please let me know if you have any questions.

Robert V. Schwerer, Esq.
City Attorney

/mlp
Attachment

Interoffice Memorandum
City Clerk's Office

TO: Rob Schwerer, City Attorney
Nicholas Mimms, City Manager

FROM: Linda W. Cox, City Clerk

SUBJECT: City Manager Employment Agreement

DATE: December 23, 2015

Attached is a copy of the fully executed employment agreement between the City of Fort Pierce and Nicholas Mimms for your records. I have retained the original for our files.

City Commission Conference Agenda **4. g.**

Meeting Date: 06/14/2021

Re:

SUBJECT:

Annual Performance Review of City Clerk

Attachments

Memo to Mayor and Commission
Updated Position Description
Original Contract
Amended Contract
Original Position Description

Form Review

Form Started By: Linda Cox Started On: 06/03/2021 10:43 AM

Final Approval Date: 06/03/2021

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

TO : Mayor and Commissioners

FROM : Linda W. Cox, City Clerk

RE : Performance Evaluation

DATE : June 14, 2021

The City Clerk's Office experienced great success in the business tax receipt and contractor licensing program during the past year, despite being closed because of COVID. The on-line renewal system was finally launched and widely used by the business community. We have also readjusted and streamlined the application process to strongly encourage on-line submittals, thus greatly reducing the in-person visits to our office.

As reported last year, I prepared a position description for the creation of a new position within my office, Records Management Coordinator, which has been approved by HR. As part of the budget process this upcoming year, I am asking that this position now be funded so we can more toward a comprehensive records management program.

In July, I will begin the certification process to attain the Florida Certified Records Manager by the Florida Records Management Association. This certification will also be required for the individual hired for the new position.

With the assistance of the IT Department, we are initiating a new public record request program which is module of our existing agenda system. This on-line program will provide for greater transparency, tracking and reporting of all public record requests processed by the city.

With the departure of Maura Stokes, I have taken on the calendars for the Mayor and Commission and will continue to do so in the future.

I have attached an updated position description for the role of City Clerk to more accurately reflect the position and to also formally incorporate the business navigator duties which is a natural fit for the position. As I was being hired in 2013 the pay range for the position was downgraded in the computer system; although I have been unable to identify any documentation regarding that action. As part of the revised position description, I have assigned the position its original level as reflected in the pay and classification manual which is also in-line with the other charter officers.

Our office continues to evaluate our performance and look for ways in which we can improve efficiency, adhere to best practices and meet the goals and objectives established by the City Commission.

CITY OF FORT PIERCE

JOB DESCRIPTION

JOB TITLE: CITY CLERK

PAY RANGE: **95**
SALARY RANGE: $89,864 – $200,266

DEPARTMENT: CITY CLERK DEPARTMENT

POSITION(S): 1
EXEMPT: YES

GENERAL DESCRIPTION

Appointed by the City Commission pursuant to the City Charter. Responsible administrative position involving advanced, difficult, and technical work.

ESSENTIAL JOB FUNCTIONS:

AGENDAS AND MEETINGS:

1. Arranges and attends all meetings of the Fort Pierce Redevelopment Agency (FPRA) and City Commission, including regular meetings, special meetings, attorney-client sessions, and workshops.
2. Supervises the recording, transcription and permanent filing of all City Commission and FPRA meeting minutes. Completes administrative functions relating to documents approved at such meetings, verification of related dates, and forwards copies to appropriate parties.
3. Coordinates, prepares, distributes and publishes FPRA and City Commission Agendas and agenda related information.
4. Prepares all required legal advertising for items submitted for the agenda.
5. Prepares ordinances and resolutions in coordination with City Manager, City Attorney and Departments.
6. Directs and supervises codification of ordinances and distribution of all supplements.
7. Composes letters and memoranda stemming from City Commission meetings. Notarizes, attests and certifies documents. Reviews and executes contracts, agreements, deeds, easements, and related authorized documents as approved by City Commission.
8. Preserves, files, and indexes contracts, agreements, deeds, easements, and other documents to which the city is a party.

CITY BOARDS AND COMMITTEES:

1. Coordinates the appointment process and maintains all records of appointments of city Boards and Committees.
2. Files annual state reports of committee membership as required.
3. Oversees the proper filing of financial disclosure statements as required.

OFFICIAL CITY RECORDS:

1. Serves as Custodian of official City records overseeing the comprehensive public record plan and program.
2. Serves as City's Records Management Liaison Officer under the Florida Statutes. Supervises the records management activities of all city departments, providing training and support.
3. Establishes and maintains Records Management Program.
4. Files annual reports of document destruction as required under Florida law.

5. Coordinates among departments the production of all documents in response to public record requests in a timely manner.
6. Updates and maintains optical imaging program for research of permanent City records - minutes, ordinances, resolutions, and other documents.
7. Custodian of the official city seal, all ordinances and resolutions, and all records and documents of a general or permanent character pertaining to the affairs of the City. Administers oaths, provides notary services and attests signatures on official documents.
8. Collects fees for animal licenses.
9. Responsible for titles and registrations for all city vehicles which are acquired, transferred, sold or otherwise disposed.

CITY ELECTIONS:

1. Serves as the City's Supervisor of Elections for all city elections and referendums.
2. Prepares candidate packages and qualifies candidates.
3. Receives and reviews all election forms and filings.
4. Certifies election results and reports to Supervisor of Elections and Florida Department of State, Division of Elections.

BUSINESS NAVIGATOR:

1. Works with the St. Lucie County Economic Development Council and Chamber of Commerce to ensure businesses issues, concerns and impediments are properly addressed, considered and resolved.
2. Coordinates with city and county departments to identify, address and resolve development related issues.
3. Investigates, responds and resolves business complaints and questions related to permitting and development procedures.
4. Develops and maintains a Development Review Guide to assist businesses navigate city processes and procedures and understand other agency requirements.
5. Interacts with businesses to resolve any issues related to city government.

BUSINESS TAX RECEIPTS:

1. Supervises preparation and issuance of business tax receipts (formerly called occupational licenses).
2. Insures proper state licensing of each business upon issuance of business tax receipt and subsequent years at renewal.
3. Monitors, understands and implements city procedures necessary to reflect new laws regarding the issuance of business tax receipts and required state licensing.
4. Work with Code Enforcement Department to collect past due business tax receipts and identify unlicensed businesses.

CONTRACTOR LICENSING:

1. Supervises the application and issuance of all contractor licensing, both new and renewals.

MAYOR AND CITY COMMISSION SUPPORT:

1. Provides administrative support to the Mayor and City Commissioners, including preparation of correspondence, proclamations, travel arrangements, maintaining public records, and coordinating schedules.

2. Receives citizen complaints and questions, investigates and attempts to resolve issues on behalf of the Mayor and City Commissioners.

DEPARTMENTAL OVERSIGHT:

1. Develops and manages annual city clerk and commission departmental budgets. Determines costs of planned programs or changes. Supervises the purchasing of supplies and equipment.
2. Supervises Deputy City Clerks.
3. Provides atmosphere and opportunities for professional growth and development.

MINIMUM QUALIFICATIONS

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of Code of Ordinances of the City of Fort Pierce.
- Knowledge of ordinances, resolutions, policies, procedures, contracts, agreements, and other related documents of the City.
- Knowledge of legal requirements of Florida Statutes in the preparation of documents and execution of duties related thereto.
- Knowledge of Roberts Rules of Order in conducting meetings.
- Knowledge of organization, function, and activities of municipal government.
- Knowledge of modern office methods, procedures, and office equipment.
- Ability to plan and supervise the work of subordinates.
- Ability to accurately prepare and report Commission actions.
- Ability to prepare correspondence and reports as needed.
- Ability to establish and maintain effective working relationships with City officials, employees, other government officials and the general public.
- Ability to effectively communicate orally and in writing.

EDUCATION AND EXPERIENCE

Bachelor's Degree (Masters Preferred) in Public/Business Administration or related field. At least 5 years' experience in Public or Business Administration.

(A comparable amount of training, education, or experience can be substituted for the minimum qualifications.)

LICENSE, CERTIFICATIONS, OR REGISTRATIONS

Florida Certified Municipal Clerk (To be obtained within four (4) years of appointment)
Florida Notary Public

ESSENTIAL PHYSICAL SKILLS:

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)

ENVIRONMENTAL CONDITIONS:

- Works inside in an office environment.

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

SUPERVISION OF EMPLOYEES

This position supervises a staff of at least three (3) employees.

Revised June, 2021

CITY OF FORT PIERCE, FLORIDA

LINDA W. COX
CITY CLERK

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into this 4th day of September 2013, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to "**CITY**" and **LINDA W. COX,** hereafter referred to as "**COX**".

WHEREAS, CITY desires to secure the services of **COX** as City Clerk for an initial period of three (3) years from the Effective Date of this agreement and **COX** desires to accept such position; and

WHEREAS, CITY and **COX** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **COX** has agreed.

NOW, THEREFORE, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **COX** agree with each other as follows:

1. **Employment.**

COX will render full time professional services to **CITY** in the capacity of City Clerk of the **CITY** for the initial term of three (3) years, commencing October 1, 2013 (the "Effective Date"), through September 30 2016. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis. **COX** agrees to sever ties with her existing employer, and report for work, and the duties and employment of **COX** as City Clerk shall commence the Effective Date.

COX shall devote all of her time, attention, knowledge and skill, solely and exclusively to the business and interest of the City of Fort Pierce, and the public which it serves. **COX** will at all times faithfully, industriously, and diligently perform to the best of her ability all duties that may be required of her by virtue of her position as City Clerk, including the performance of all duties set forth in the City Charter, Ordinances, Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Nothing herein shall prohibit **COX** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from her performance of the terms of this Agreement. In the event **COX** makes formal application for full-time employment elsewhere while serving as City Clerk, she shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

2. Compensation.

In consideration for these services as City Clerk, **CITY** agrees to pay **COX** an annual base salary of **SEVENTY FIVE THOUSAND DOLLARS ($75,000.00)** per annum, payable in bi-weekly installments.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **COX's** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

3. Performance Evaluations.

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **COX's** performance as City Clerk. These performance evaluations shall occur during the calendar month of April of each year, and shall be in such form and content and procedure as the City Commission shall in its discretion

determine. These performance reviews shall consider **COX's** overall performance and efficiency in her duties and job description as City Clerk, and shall also be used to monitor **COX's** compliance with attaining her Certified Municipal Clerk (CMC) certification within the time period set forth hereafter.

It is a specific condition of this agreement that **COX** shall have obtained her Certified Municipal Clerk (CMC) certification no later than thirty-six (36) months from the Effective Date of this Agreement. In the event **COX** fails to obtain such CMC certification within the time period specified herein, or if at any time **COX** fails to diligently and continuously pursue such CMC certification process during the term of this Agreement, the City Commission may in its sole discretion terminate this Agreement upon thirty (30) days written notice to **COX** and without liability to **COX** for the payment of any severance pay that may be provided for in Paragraph 6 of this Agreement.

4. Benefits.

In addition to annual compensation specified above, the **CITY** agrees to provide **COX** with the following benefits:

(a) **COX** shall be entitled to receive the same vacation, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

(b) Lease or car allowance at $350.00 per month, or such other rate agreed upon by the City Commission.

(c) Membership dues to professional associations and societies directly relating to her position as City Clerk, subject to the approval of the City Commission.

(d) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

(e) Retirement benefits as provided to City Employees, and specifically, such benefits applicable to new hires under current ordinances or rules and regulations or as subsequently amended.

5. Termination.

At all times during the term of this Agreement, **COX** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **COX** as City Clerk, **COX** shall have the right to declare that such amendments constitute termination; or

(c) If **COX** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

6. Severance.

Except as provided in this Agreement, severance will be paid to **COX** when employment is terminated as defined in Paragraph 5 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **COX** her then annual base salary for four (4) consecutive weeks thereafter, and the **CITY** shall also maintain **COX's** life insurance and major medical insurance coverage paid up and in effect during such period. **COX** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **COX** shall not be required to perform any duties for the City or

come to the City.

The severance provisions set forth herein shall not apply and the City shall not be obligated to pay the four (4) weeks severance in the event **COX** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Clerk, or material breach by **COX** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

7. **Best Efforts of Employee.**

COX agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all the duties which may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**. **COX** further agrees that she will continue her education and training so that she will keep up with or exceed education requirements of her position, and specifically, to use her best and continuous efforts to obtain her City Clerk certification which shall be a mandatory term and condition of her employment under this Agreement. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

8. **Disability.**

If **COX** is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working

day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **COX** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

9. Residency.

Commencing two (2) years from the Effective Date of this Agreement, and at all times thereafter, **COX** shall, maintain permanent residency within the City of Fort Pierce during her term as City Clerk.

10. Employee At-Will.

COX is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

11. Liability Claims.

The **CITY** shall defend and save harmless **COX**, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **COX**'s duties as City Clerk of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **COX**'s employment or services or for claims for punitive damages. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **COX**'s employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **COX** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

12. Voluntary Resignation.

In the event **COX** voluntarily resigns her position with the **CITY, COX** shall provide a

minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, **COX** shall not be entitled to nor shall the **CITY** be liable to pay severance if **COX** resigns.

13. General Provisions.

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to

be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **COX**, her administrators, executors, legatees, heirs, and assigns.

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

CITY OF FORT PIERCE, FLORIDA

By: _____
Linda Hudson, Mayor

ATTEST:

_____
Anne Satterlee, Interim City Clerk

EMPLOYEE:

By: _____
Linda W. Cox

APPROVED AS TO FORM AND CORRECTNESS FOR USE BY THE CITY OF FORT PIERCE:

_____
Robert V. Schwerer, Esq.
City Attorney

CITY OF FORT PIERCE, FLORIDA

LINDA W. COX

CITY CLERK

AMENDED EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into this 6th day of January, 2020, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to "**CITY**" and **LINDA W. COX,** hereafter referred to as "**COX**".

WHEREAS, CITY desires to secure the services of **COX** as City Clerk for an initial period of three (3) years from the Effective Date of this agreement and **COX** desires to accept such position; and

WHEREAS, CITY and **COX** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **COX** has agreed.

NOW, THEREFORE, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **COX** agree with each other a follows:

1. **Employment.**

COX will render full time professional services to **CITY** in the capacity of City Clerk of the **CITY** for the initial term of three (3) years, commencing January 7, 2020 (the "Effective Date"), through January 6, 2023. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis.

The City Clerk is recognized as an independent and co-equal Charter Officer, as specified by the Charter of the City of Fort Pierce (See Article V, Section 44). No other Charter Officer shall have any authority or ability to direct, supervise or interfere with the administration or activity of the Office of the City Clerk, including any and all personnel actions or decisions (See Article IV, Section 42 and Article V, Section 43).

COX shall devote all of her time, attention, knowledge and skill, solely and exclusively to the business and interest of the City of Fort Pierce, and the public which it serves. **COX** will at all times faithfully, industriously, and diligently perform to the best of her ability all duties that may be required of her by virtue of her position as City Clerk, including the performance of all duties set forth in the City Charter, Ordinances, Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Nothing herein shall prohibit **COX** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from her performance of the terms of this Agreement. In the event **COX** makes formal application for full-time employment elsewhere while serving as City Clerk, she shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

2. **Compensation.**

In consideration for these services as City Clerk, **CITY** agrees to pay **COX** an annual base salary of NINETY FIVE THOUSAND ONE HUNDRED EIGHTY ONE DOLLARS ($95,181.00) per annum, payable in bi-weekly installments, which is current rate of pay as of January 1, 2020.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **COX's** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

3. **Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **COX's** performance as City Clerk. These performance evaluations shall occur during the calendar month of June of each year, and shall be in such form and content and procedure as the City Commission shall in its discretion

determine. These performance reviews shall consider **COX's** overall performance and efficiency in her duties and job description as City Clerk, and shall also be used to monitor **COX's** compliance with attaining her Certified Municipal Clerk (CMC) certification within the time period set forth hereafter.

It is a specific condition of this agreement that **COX** shall have obtained her Certified Municipal Clerk (CMC) certification no later than thirty-six (36) months from the Effective Date of this Agreement. In the event **COX** fails to obtain such CMC certification within the time period specified herein, or if at any time **COX** fails to diligently and continuously pursue such CMC certification process during the term of this Agreement, the City Commission may in its sole discretion terminate this Agreement upon thirty (30) days written notice to **COX** and without liability to **COX** for the payment of any severance pay that may be provided for in Paragraph 6 of this Agreement.

4. Benefits.

In addition to annual compensation specified above, the **CITY** agrees to provide **COX** with the following benefits:

(a) **COX shall be entitled to receive the same vacation, sick leave, and holiday time as the City Manager. Said benefits shall be defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.**

(b) Lease or car allowance at $350.00 per month, or such other rate agreed upon by the City Commission.

(c) Membership dues to professional associations and societies directly relating to her position as City Clerk, subject to the approval of the City Commission.

(d) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

(e) Retirement benefits as provided to City Employees, and specifically, such benefits applicable to new hires under current ordinances or rules and regulations or as subsequently amended.

5. Termination.

At all times during the term of this Agreement, **COX** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **COX** as City Clerk, **COX** shall have the right to declare that such amendments constitute termination; or

(c) If **COX** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

6. Severance.

Except as provided in this Agreement, severance will be paid to **COX** when employment is terminated as defined in Paragraph 5 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **COX** her then annual base salary for four (4) consecutive weeks thereafter, and the **CITY** shall also maintain **COX's** life insurance and major medical insurance coverage paid up and in effect during such period. **COX** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **COX** shall not be required to perform any duties for the City or

come to the City.

The severance provisions set forth herein shall not apply and the City shall not be obligated to pay the four (4) weeks severance in the event **COX** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Clerk, or material breach by **COX** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

7. Best Efforts of Employee.

COX agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all the duties which may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**. **COX** further agrees that she will continue her education and training so that she will keep up with or exceed education requirements of her position, and specifically, to use her best and continuous efforts to obtain her City Clerk certification which shall be a mandatory term and condition of her employment under this Agreement. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

8. Disability.

If **COX** is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working

day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **COX** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

9. Residency.

Commencing two (2) years from the Effective Date of this Agreement, and at all times thereafter, **COX** shall, maintain permanent residency within the City of Fort Pierce during her term as City Clerk.

10. Employee At-Will.

COX is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

11. Liability Claims.

The **CITY** shall defend and save harmless **COX**, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **COX**'s duties as City Clerk of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **COX**'s employment or services or for claims for punitive damages. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **COX**'s employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **COX** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

12. Voluntary Resignation.

In the event **COX** voluntarily resigns her position with the **CITY**, **COX** shall provide a

minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, **COX** shall not be entitled to nor shall the **CITY** be liable to pay severance if **COX** resigns.

13. General Provisions.

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to

be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **COX**, her administrators, executors, legatees, heirs, and assigns.

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

CITY OF FORT PIERCE, FLORIDA

By: Linda Hudson
Linda Hudson, Mayor

ATTEST:

Mimi Cain
Deputy City Clerk

EMPLOYEE:

By: Linda W Cox
Linda W. Cox

CITY OF FORT PIERCE

JOB OPENING/PROMOTIONAL OPPORTUNITY

JOB TITLE: CITY CLERK

PAY RANGE: 99
SALARY RANGE: $65,000 - $100,000

DEPARTMENT: CITY CLERK DEPARTMENT

POSITION(S): 1
EXEMPT: YES

GENERAL DESCRIPTION

Appointed by the City Commission pursuant to the City Charter. Responsible administrative position involving advanced, difficult, and technical work with no supervision.

ESSENTIAL JOB FUNCTIONS:

1. Attends all meetings of the City Commission, including regular meetings, special meetings, attorney-client sessions, and workshops. Supervises the recording and transcription of all meeting minutes. Completes administrative functions relating to documents approved at such meetings, verification of related dates, and forwards copies to numerous parties.
2. Attends all meeting of the Fort Pierce Redevelopment Agency. Supervises the recording and transcription of all meeting minutes.
3. Prepares and distributes City Commission Agenda. Prepares and distributes City Commission Agenda Packages. Receives and coordinates information packages from various departments. Prepares legal advertising for specific items submitted for the agenda responsible for City website information.
4. Serves as custodian of official City records. Plans and directs the work involved in maintaining permanent City documents and records.
5. Supervises Executive Assistant to the Mayor and City Commissioners, duties include preparation of correspondence, proclamations, travel arrangements, and maintaining schedules for Mayor and City Commissioners as requested.
6. Acts as City's Records Management Liaison Officer under the Florida Statutes. Supervises the records management activities of all city departments, providing training and support. Establishes and maintains records management program. Responsible for scheduling records for retention and/or destruction.
7. Determines annual departmental budget. Considers costs of planned programs or changes and compares to prior years' expenditures. Supervises the purchasing of supplies and equipment.
8. Supervises all city election and referendums. Prepares candidate packages. Qualifies candidates. Receives and reviews Appointment of Campaign Treasurer forms, Designation of Campaign Depository forms, and Campaign Treasurer Report Summaries as submitted. Publishes legal notices. Arranges for polling places. Works directly with the Supervisor of Elections and Florida Department of State, Division of Elections. Knowledge of state election laws.
9. Supervises preparation and issuance of occupational licenses, and maintains files on same. Supervises revenue recovery program for past due or unlicensed businesses.
10. Supervises contractor licensing program. Provides support to the Contractor Licensing Board by preparation of agendas, preparation and submittal of contractor license applications, and processing formal complaints against contractors. Supervises the recording and transcription of all meeting minutes.

11. Prepares and publishes legal notices. Composes letters and memoranda stemming from City Commission meetings. Attests and certifies documents. Notarizes documents. Reviews and executes contracts, agreements, deeds, easements, and related authorized documents as approved by City Commission. Preserves, files, and indexes contracts, agreements, deeds, easements, etc. to which the city is a party. Records documents as necessary.
12. Prepares ordinances and resolutions and submits to City Attorney for approval. Directs and supervises codification of ordinances. Distributes supplements and supervises updates to Code of Ordinances. Maintains City Codebook through electronic storage and installs same on computers throughout the City departments.
13. Supervises animal licensing program and maintains files on same.
14. Inputs records and maintains optical imaging program for research of permanent City records - minutes, ordinances, resolutions, etc.
15. Researches or supervises research on requests for information from and/or for the Mayor and City Commissioners, City Manager, City Attorney, Department Heads, and citizens on a daily basis. Prepares correspondence and packages of information obtained during research projects.
16. Maintains complete record of City vehicle titles. Responsible for acquisition of titles and registration for new vehicles and transfer of titles for vehicles which are sold or otherwise disposed of.
17. Continuously reviews correspondence and bulletins received in order to keep up with changing laws.
18. Administers oaths. Provides notary services. Attests to signatures on official documents. Custodian of the city seal, all ordinances and resolutions, and all records and papers of a general or permanent character pertaining to the affairs of the City.
19. Acts as a public information officer. Maintains press relations, prepares news releases. Handles public records requests in accordance with Florida Statues.
20. Oversees staff of four positions – Executive Assistant to Mayor and Commissioners, Deputy City Clerk/Administrative Assistant, License and Permit Clerks. Provides training as necessary.

MINIMUM QUALIFICATIONS

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of Code of Ordinances of the City of Fort Pierce.
- Knowledge of ordinances, resolutions, policies, procedures, contracts, agreements, and other related documents of the City.
- Knowledge of legal requirements of Florida Statutes in the preparation of documents and execution of duties related thereto.
- Knowledge of Roberts Rules of Order in conducting meetings.
- Knowledge of organization, function, and activities of the municipal government.
- Knowledge of modern office methods, procedures, and office equipment.
- Ability to plan and supervise the work of subordinates.
- Ability to accurately prepare and report Commission actions.
- Ability to prepare correspondence and reports as needed.
- Expertise in establishing and maintain effective working relationships with City officials, employees, and the general public.

EDUCATION AND EXPERIENCE

Bachelor degree; prefer Master's in Public Administration or Business Administration and five (5) to eight (8) years municipal clerk experience.

(A comparable amount of training, education, or experience can be substituted for the minimum qualifications.)

LICENSE, CERTIFICATIONS, OR REGISTRATIONS

Certified Municipal Clerk (To be obtained within two (2) years of appointment)

ESSENTIAL PHYSICAL SKILLS:

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing

ENVIRONMENTAL CONDITIONS:

- Works inside in an office environment.

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

SUPERVISION OF EMPLOYEES

This position supervises a staff of three (3) employees.

OTHER REQUIREMENTS

City of Fort Pierce resident or establish residency within two (2) years of appointment.

IF INTERESTED IN BEING CONSIDERED FOR THIS POSITION AND YOU MEET THE MINIMUM QUALIFICATION, PLEASE APPLY AT THE HUMAN RESOURCES DEPARTMENT AT 100 NORTH US 1, FORT PIERCE, FLORIDA OR YOU CAN DOWNLOAD AN APPLICATION FROM THE CITY'S WEBSITE, www.cityoffortpierce.com AND SUBMIT ON OR BEFORE THE CLOSING DATE.

OPEN: JUNE 19, 2013

CLOSE: JULY 3, 2013 @ 5PM

THE CITY OF FORT PIERCE IS AN EQUAL OPPORTUNITY EMPLOYER

Revised 6-18-13 HR

City Commission Conference Agenda **4. h.**

Meeting Date: 06/14/2021

Re:

SUBJECT:

Annual Performance Review of City Attorney.

Attachments

Amended Employment Contract
Original Contract
Resignation

Form Review

Form Started By: Linda Cox Started On: 06/03/2021 04:04 PM
Final Approval Date: 06/03/2021

CITY OF FORT PIERCE, FLORIDA

PETER J. SWEENEY

CITY ATTORNEY

AMENDED EMPLOYMENT AGREEMENT

THIS AMENDED EMPLOYMENT AGREEMENT is made and entered into this___ day of January, 2020 with an effective date of January 7, 2020, by and between the **CITY OF FORT PIERCE, FLORIDA,** a municipal corporation, hereafter referred as to as **"CITY"** and **PETER J. SWEENEY,** hereafter referred to as **"SWEENEY".**

WHEREAS, CITY desires to secure the legal representation of **SWEENEY** as City Attorney for a minimum of three (3) years from the Effective Date of this agreement and **SWEENEY** desires to accept such position; and

WHEREAS, CITY and **SWEENEY** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **SWEENEY** has agreed.

NOW, THEREFORE, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **SWEENEY** agree with each other as follows:

1. **Employment.**

CITY employs **SWEENEY** to perform the duties of City Attorney as specified

in the City Charter. **SWEENEY** will render full time legal services to **CITY** in the capacity of City Attorney of the **CITY** for the amended initial term of three (3) years, commencing January 7, 2020 (the "Effective Date"), through January 6, 2023. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis. **SWEENEY** agrees to report for work, and the duties and employment of **SWEENEY** as City Attorney shall commence the Effective Date. In the event the Agreement is not renewed all compensation, benefits, and requirements of this Agreement shall remain in effect until the expiration of the term unless sooner terminated or **SWEENEY** resigns.

The City Attorney is recognized as an independent and co-equal Charter Officer, as specified by the Charter of the City of Fort Pierce (See Article V, Section 45). No other Charter Officer shall have any authority or ability to direct, supervise or interfere with the administration or activity of the Office of the City Attorney, including any and all personnel actions or decisions (See Article IV, Section 42 and Article V, Section 43).

SWEENEY shall devote all of his time, attention, knowledge and skill, solely and exclusively to the legal interests of the City of Fort Pierce. **SWEENEY** warrants and agrees to maintain his Florida license to practice law in good standing without limitation throughout the term of this Agreement. **SWEENEY** will at all times faithfully, industriously, and diligently perform to the best of his ability all duties that may be required of him by virtue of his position as City Attorney, including, but not

limited to, the performance of all duties set forth in the City Charter, Florida Statutes, City Ordinances, and Resolutions, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Should **SWEENEY** no longer be in good standing with the Florida Bar or authorized to practice law in Florida, this contract will terminate immediately for cause. In the event **SWEENEY** makes formal application for full-time employment elsewhere while serving as City Attorney, he shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

2. **Compensation.**

In consideration for these services as City Attorney, **CITY** agrees to pay **SWEENEY** an annual base salary of ONE HUNDRED AND SIXTY FOUR THOUSAND EIGHT HUNDRED DOLLARS ($164,800.00) per annum, which is his current rate of pay as of January 1, 2020, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **SWEENEY's** performance by the City Commission. Base annual salary adjustments, including Cost of Living Increases, for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis.

The CITY agrees that it will not, at any time during the term of this Agreement, reduce **SWEENEY's** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY.**

3. **Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **SWEENEY's** performance as City Attorney. Annual performance evaluations shall occur during the calendar month of June of each year following the first year of employment. These performance reviews shall consider continuing City Commission objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **SWEENEY.**

Should it be determined that **SWEENEY** was successful in his overall performance, and if the Commission, in its sole discretion, determines that the fiscal condition of the **CITY** is sufficient, the City Commission will consider **SWEENEY's** compensation and benefits, and endeavor to maintain them at a level commensurate with his peers in the profession in similarly situated Florida cities and the rate of general inflation in the economy.

4. **Benefits.**

In addition to annual compensation specified above, the **CITY** agrees to provide **SWEENEY** with the following benefits:

(a) **SWEENEY shall be entitled to receive the same vacation, sick leave, and holiday time as the City Manager.** Said benefits shall be defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

(b) A car allowance at $350.00 per month, or such other rate agreed upon by the City Commission.

(c) **CITY** agrees to budget and pay for licensing fees or charges that are required of attorneys to practice law in the State of Florida and professional dues, required CLE seminars, and subscriptions necessary for **SWEENEY's** continuation and participation In national, regional, state, and local associations, and organizations necessary and desirable for **SWEENEY's** continued professional participation, growth, and advancement, and for the good of the **CITY.**

(d) Comprehensive health and major medical insurance equal to that which is provided to other City employees and shall be effective on the effective date of the original employment agreement (January 7, 2019).

(e) Retirement benefits as provided to all City Employees under the **CITY's** defined benefit retirement plan; however, if **SWEENEY** elects not to participate as a member under the **CITY's** plan, the **CITY** shall contribute a sum to his current plan (or other plan designed by **SWEENEY**) of seven percent (7%).

5. **Relocation Expenses.**

The **CITY** will pay **SWEENEY** an amount not to exceed $3,000.00 for the expenses of moving **SWEENEY, SWEENEY's** family, and **SWEENEY's** personal property from **SWEENEY's** current residence to the **CITY,** including packing, moving, truck rental, storage costs, unpacking, and insurance charges, and miscellaneous charges incurred or expended by him in effecting this move. SWEENEY will be reimbursed upon establishing of residence in the City and upon presentation of receipts.

6. **Termination.**

At all times during the term of this Agreement, **SWEENEY** shall be deemed

an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY,** Its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **SWEENEY** as City Attorney, **SWEENEY** shall have the right to declare that such amendments constitute termination; or

(c) If **SWEENEY** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

7, **Severance.**

Except as provided in this Agreement, severance will be paid to **SWEENEY** when employment is terminated as defined in Paragraph 6 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **SWEENEY** his then annual base salary for ninety (90) consecutive working days thereafter, and the **CITY** shall also maintain **SWEENEY's** life insurance and major medical insurance coverage paid up and in effect during such period. **SWEENEY** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **SWEENEY** shall not be required to perform any duties for the **CITY** or come to the **CITY.**

The severance provisions set forth herein shall not apply and the **CITY** shall not be obligated to pay **SWEENEY** any severance in the event **SWEENEY** is terminated for cause. For purposes of this agreement "For Cause" shall be defined as any of the following actions by **SWEENEY:**

(a) Conviction of a felony or any misdemeanor involving moral turpitude;

(b) Commission of any act of fraud involving or affecting the **CITY** or the public;

(c) Willful failure to perform the duties of City Attorney, or material breach by **SWEENEY** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice;

(d) Incompetence or negligence in the performance of official duties;

(e) Violation of the **CITY's** Drug-Free Work Place Policy, including illegal use of drugs, hallucinogens, or other substances regulated by state law;

(f) Violation of Florida's Code of Ethics;

(g) Loss or suspension of license to practice law;

(h) Misconduct as defined by Florida Statute 443.036(29), as amended from time to time; or

8. **Outside Activities.**

The employment provided for by this Agreement shall be **SWEENEY's** primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to **SWEENEY** and the community, **SWEENEY** may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a

conflict of interest with **SWEENEY's** responsibilities under this Agreement. Any outside consulting or business opportunities shall be subject to prior approval by the **CITY.**

9. **Best Efforts of Employee.**

SWEENEY agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all the duties which may be required of and from him pursuant to the express and Implicit terms hereof, to the reasonable satisfaction of **CITY. SWEENEY** further agrees that he will continue his education and training so that he will keep up with or exceed education requirements of his position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

10. **Disability.**

If **SWEENEY** is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 7. However, **SWEENEY** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits, as defined in the City's Personnel Rules and Regulations.

11. **Residency.**

SWEENEY shall establish permanent residency within the City of Fort Pierce,

Florida, within two years of the effective date of this Amended Employment Agreement.

12. **Employee-At-Will.**

SWEENEY is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

13. **Liability Claims.**

The **CITY** shall defend and save harmless **SWEENEY,** but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **SWEENEY's** duties as City Attorney of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **SWEENEY's** employment or services or for claims for punitive damages. In the event the provision of legal representation by the **CITY** may reasonably present a legal conflict of interest, **SWEENEY** may request independent legal representation at **CITY'S** expense, and the **CITY** may not unreasonably withhold approval of such request. Legal representation provided by the **CITY for SWEENEY** shall extend until a final unappealable determination of the legal action. In the event independent legal representation is provided to **SWEENEY,** any settlement of any claim against **SWEENEY** may not be made without prior approval of the **CITY.** The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **SWEENEY's** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **SWEENEY** shall rely upon the doctrine of sovereign

immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

14. Voluntary Resignation.

In the event **SWEENEY** voluntarily resigns his position with the **CITY, SWEENEY** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified In Paragraph 6(c) above, **SWEENEY** shall not be entitled to nor shall the **CITY** be liable to pay severance if **SWEENEY** voluntarily resigns.

15. General provisions.

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of

this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **SWEENEY,** his administrators, executors, legatees, heirs, and assigns.

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

CITY OF FORT PIERCE, FLORIDA

BY: Linda Hudson
Linda Hudson, Mayor

ATTEST:
Linda Cox
Linda Cox, City Clerk

EMPLOYEE:

Peter J. Sweeney

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

TO : Pete Sweeney, City Attorney

FROM : Linda W. Cox, City Clerk LWC

RE : Employment Contract

DATE : December 20, 2018

Attached is a fully executed copy of your Employment Contract which was approved by the City Commission at their meeting on December 17, 2018. I have retained the original for our files.

cc: Nicholas Mimms, City Manager
Johnna Morris, Finance Director

CITY OF FORT PIERCE, FLORIDA

PETER J. SWEENEY

CITY ATTORNEY

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this_____ day of December, 2018, with an effective date of January 7, 2019, by and between the **CITY OF FORT PIERCE, FLORIDA,** a municipal corporation, hereafter referred as to **"CITY"** and **PETER J. SWEENEY,** hereafter referred to as **"SWEENEY".**

WHEREAS, CITY desires to secure the legal representation of **SWEENEY** as City Attorney for a minimum of three (3) years from the Effective Date of this agreement and **SWEENEY** desires to accept such position; and

WHEREAS, CITY and **SWEENEY** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **SWEENEY** has agreed.

NOW, THEREFORE, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and SWEENEY **agree** with each other as follows:

1. **Employment.**

CITY employs **SWEENEY** to perform the duties of City Attorney as specified

in the City Charter. **SWEENEY** will render full time legal services to **CITY** in the capacity of City Attorney of the **CITY** for the initial term of three (3) years, commencing January 7, 2019 (the "Effective Date"), through January 6, 2022. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis. **SWEENEY** agrees to report for work, and the duties and employment of **SWEENEY** as City Attorney shall commence the Effective Date. In the event the Agreement is not renewed all compensation, benefits, and requirements of this Agreement shall remain in effect until the expiration of the term unless sooner terminated or **SWEENEY** resigns.

SWEENEY shall devote all of his time, attention, knowledge and skill, solely and exclusively to the legal interests of the City of Fort Pierce. **SWEENEY** warrants and agrees to maintain his Florida license to practice law in good standing without limitation throughout the term of this Agreement. **SWEENEY** will at all times faithfully, industriously, and diligently perform to the best of his ability all duties that may be required of him by virtue of his position as City Attorney, including, but not limited to, the performance of all duties set forth In the City Charter, Florida Statutes, City Ordinances, and Resolutions, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Should **SWEENEY** no longer be in good standing with the Florida Bar or authorized to practice law in Florida, this contract will terminate immediately for cause, In the event **SWEENEY makes** formal application for full-time

employment elsewhere while serving as City Attorney, he shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

2. **Compensation.**

In consideration for these services as City Attorney, **CITY** agrees to pay **SWEENEY an** annual base salary of ONE HUNDRED AND SIXTY THOUSAND DOLLARS ($160,000.00) per annum, payable In bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **SWEENEY's** performance by the City Commission. Base annual salary adjustments, including cost of Living Increases, for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis.

The CITY agrees that it will not, at any time during the term of this Agreement, reduce **SWEENEY's** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY.**

3. **Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **SWEENEY's** performance as City Attorney, Annual performance evaluations shall occur during the calendar month of June of each year following the first year of employment, and the matter of the performance evaluation shall be agendaed by the City Attorney to be discussed by the City Commission in June of each year of this

Agreement. These performance reviews shall consider continuing **City** Commission objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **SWEENEY.**

Should It be determined that **SWEENEY** was successful in his overall performance, and If the Commission, in Its sole discretion, determines that the fiscal condition of the **CITY** is sufficient, the City Commission will consider **SWEENEY's** compensation and benefits, and endeavor to maintain them at a level commensurate with his peers in the profession In similarly situated Florida cities and the rate of general inflation in the economy.

4. Benefits.

In addition to annual compensation specified above, the **CITY** agrees to provide **SWEENEY** with the following benefits:

(a) **SWEENEY** shall be entitled to receive the same vacation, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

(b) A car allowance at $350.00 per month, or such other rate agreed upon by the City Commission.

(c) **CITY** agrees to budget and pay for licensing fees or charges that are required of attorneys to practice law in the State of Florida and professional dues, required CLE seminars, and subscriptions necessary for **SWEENEY's** continuation and participation In national, regional, state, and local associations, and organizations necessary and desirable for **SWEENEY's** continued professional participation,

growth, and advancement, and for the good of the **CITY.**

(d) Comprehensive health and major medical insurance equal to that which is provided to other City employees, and shall be effective on the effective date of this agreement (January 7, 2019). If the CITY's insure requires a waiting period, the CITY shall pay SWEENEY's COBRA payment for the insurance from his current employer until such time as the CITY's insurance is effective for him.

(e) Retirement benefits as provided to all City Employees under the **CITY's** defined benefit retirement plan; however, if **SWEENEY** elects not to participate as a member under the **CITY's** plan, the **CITY** shall contribute a sum to his current plan (or other plan designed by **SWEENEY**) of 7%.

5. **Relocation Expenses.**

The **CITY** will pay **SWEENEY** an amount not to exceed $3,000.00 for the expenses of moving **SWEENEY, SWEENEY's** family, and **SWEENEY's** personal property from **SWEENEY's** current residence to the **CITY,** including packing, moving, truck rental, storage costs, unpacking, and insurance charges, and miscellaneous charges incurred or expended by him in effecting this move. SWEENEY will be reimbursed upon establishing of residence in the City and upon presentation of receipts.

6. **Termination.**

At all times during the term of this Agreement, **SWEENEY** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY,** Its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **SWEENEY** as City Attorney, **SWEENEY** shall have the right to declare that such amendments constitute termination; or

(c) If **SWEENEY** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

7, **Severance.**

Except as provided in this Agreement, severance will be paid to **SWEENEY** when employment is terminated as defined in Paragraph 6 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **SWEENEY** his then annual base salary for Ninety (90) consecutive days thereafter, and the **CITY** shall also maintain **SWEENEY's** life insurance and major medical insurance coverage paid up and in effect during such period. **SWEENEY** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **SWEENEY** shall not be required to perform any duties for the **CITY** or come to the **CITY.**

The severance provisions set forth herein shall not apply and the **CITY** shall not be obligated to pay **SWEENEY** any severance in the event **SWEENEY** is terminated for cause. For purposes of this agreement "For Cause" shall be defined as any of the following

actions by **SWEENEY:**

(a) Conviction of a felony or any misdemeanor involving moral turpitude;

(b) Commission of any act of fraud involving or affecting the **CITY** or the public;

(c) Willful failure to perform the duties of City Attorney, or material breach by **SWEENEY** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice;

(d) Incompetence or negligence in the performance of official duties;

(e) Violation of the **CITY's** Drug-Free Work Place Policy, including illegal use of drugs, hallucinogens, or other substances regulated by state law;

(f) Violation of Florida's Code of Ethics;

(g) Loss or suspension of license to practice law;

(h) Misconduct as defined by Florida Statute 443.036(29), as amended from time to time; or

(i) Breach of this contract.

8. **Outside Activities.**

The employment provided for by this Agreement shall be **SWEENEY's** primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to **SWEENEY** and the community, **SWEENEY** may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with **SWEENEY's** responsibilities under this Agreement. Any outside consulting or business opportunities shall be subject to prior approval by the

CITY.

9. **Best Efforts of Employee.**

SWEENEY agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all the duties which may be required of and from him pursuant to the express and Implicit terms hereof, to the reasonable satisfaction of **CITY. SWEENEY** further agrees that he will continue his education and training so that he will keep up with or exceed education requirements of his position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

10. **Disability.**

If **SWEENEY** is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental Incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 7. However, **SWEENEY** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits, as defined in the City's Personnel Rules and Regulations.

11. **Residency.**

SWEENEY shall establish permanent residency within the City of Fort Pierce, Florida, within two years of the effective date of this Employment Agreement.

12. **Employee At-Will.**

SWEENEY is an employee-at-w ill and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

13. **Liability Claims.**

The **CITY** shall defend and save harmless **SWEENEY,** but only to the limits of sovereign Immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **SWEENEY's** duties as City Attorney of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **SWEENEY's** employment or services or for claims for punitive damages. In the event that the provision of legal representation by the **CITY** may reasonably present a legal conflict of interest, **SWEENEY** may request independent legal representation at **CITY'S** expense, and the **CITY** may not unreasonably withhold approval of such request. Legal representation provided by the **CITY for SWEENEY** shall extend until a final unappealable determination of the legal action. In the event Independent legal representation is provided to **SWEENEY,** any settlement of any claim against **SWEENEY** may not be made without prior approval of the **CITY.** The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **SWEENEY's** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **SWEENEY** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

14. **Voluntary Resignation.**

In the event **SWEENEY** voluntarily resigns his position with the **CITY, SWEENEY** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified In Paragraph 6(c) above, **SWEENEY** shall not be entitled to nor shall the **CITY** be liable to pay severance If **SWEENEY** voluntarily resigns.

15. **General provisions.**

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and

made a part of this Agreement.

(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **SWEENEY,** his administrators, executors, legatees, heirs, and assigns.

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

CITY OF FORT PIERCE, FLORIDA

BY: Linda Hudson
Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

EMPLOYEE:

Peter J. Sweeney

Approved as to Form and Correctness

Benjamin L. Bryan, Jr., Interim City Attorney

From:	Peter Sweeney
To:	Linda Hudson; Tom Perona; Rufus Alexander; Jeremiah Johnson; Curtis Johnson
Cc:	Nick Mimms; Linda Cox; Tanya Earley; Michelle McClendon
Subject:	Resignation of Employment
Date:	Thursday, May 20, 2021 5:00:00 PM
Attachments:	image001.png

Honorable Mayor and Members of the City Commission,

Please be advised that as of the date of this email, I am hereby tendering my resignation as the City Attorney for the City of Fort Pierce. Pursuant to the terms of my employment contract, please accept this as triggering the 90-day notice for termination. In the event the City Commission would like to end my employment earlier, I am willing to discuss a mutually acceptable date.

It has been an honor and a pleasure to serve as the City Attorney for the City of Fort Pierce. I never in my wildest dreams imagined I would become the City Attorney in the city I grew up in, played Little League, went to school from kindergarten to graduating from Lincoln Park Academy, only to leave and return one day. Thank you for this incredible opportunity and I sincerely wish the best for the Mayor and Commissioners, the staff and most importantly, the City and its citizens. May our paths cross again one day.

Sincerely,

Pete Sweeney

Peter J. Sweeney | City Attorney | City of Fort Pierce
Phone: 772.467.3046 Fax: 772.466.5492 100 North U.S. 1 Fort Pierce
Website | Facebook | Survey

THE SUNRISE CITY
FORT PIERCE
Florida