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

CITY COMMISSION AGENDA

Regular Meeting - Monday, May 3, 2021 - 6:00 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER** - Pastor Arndrea Dampier, Fresh Wind Fresh Fire

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from the April 19, 2021 Regular Meeting

6. **PROCLAMATIONS**

   a. Fort Pierce Inlet 100th Anniversary

   b. Mental Health Awareness Month Proclamation being received by Debbie Hawley of New Horizons.

7. **LETTERS TO COMMISSION**

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

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

and the Public with respect. Inappropriate language will not be tolerated.

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

10. **MISCELLANEOUS REPORTS**

a. Presentation of Lincoln Park Main Street's recommendation for honorees of bronze plaque at NW Pioneers Park

11. **CONSENT AGENDA**

a. Approval of the Interlocal Agreement for the Downtown Fort Pierce Smart City Initiative between the Fort Pierce Utilities Authority, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency.

b. Approve purchase from SHI., Somerset, NJ for Microsoft O365 licenses and Azure AD for Fort Pierce Police Department in the amount not to exceed $67,617.60.

c. Approval of NUE Urban Concepts scope of services in the amount of $174,125.00 for development of a combined mobility plan and mobility fee for the City of Fort Pierce.

d. Approval of Communitywide Council Recommendation for the program year 2020-2021 Public Service Grant Awards to five (5) entities in the total amount of $23K.

e. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $809.04 against 1501 Avenue J, Fort Pierce, FL, Parcel ID # 2404-810-0007-000/2 owned by Kenneth Mills and Albert Russo, by waiving the interest, penalties and administrative costs in the amount of $234.04 leaving a **balance due of $575.00 payable in 60 days.**

12. **PUBLIC HEARINGS**

a. Resolution No. 21-R25 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 515 N 14th Street to show cause why the structure located on the premises should not be condemned and demolished.

b. Legislative Hearing - Ordinance 21-004 - extending the territorial limits of the City of Fort Pierce, to include two (2) properties at or near 2398 Peters Road in Fort Pierce, Florida. FIRST READING

c. Legislative Hearing - Ordinance 21-012 Amending Chapter 103, Article IX, Property Maintenance Ordinance and Housing Code and creating Article XI, Mobile and Manufactured Homes. FIRST READING

d. Legislative Hearing - Ordinance 21-013 - extending the territorial limits of the City of Fort Pierce, to include one (1) property at or near 2192 Copenhaver Road in Fort Pierce, Florida. FIRST READING

13. **CITY COMMISSION**

a. Hearing on notice of appeal filed by St. Peter Lutheran Church, 2900 Jenkins Road, to appeal a decision made by the Board of Adjustment of the City of Fort Pierce on February 25, 2021, pursuant to the Fort Pierce Code of Ordinances, Sec. 125-108.

b. Tabled from April 19, 2021 - Commission deliberations on an application for Conditional Use with No New Construction submitted by property owner, Susan Baker, and applicant, Michelle Longarzo, for Conditional Use Approval to operate a Dwelling Rental with a rental period of 30 days or less. The property is located at 1577 Thumb Point Drive and is zoned Single-Family Intermediate density zone (R-2). Parcel ID: 2401-605-0105-000-0.

c. Resolution 22-R20 authorizing the sale of surplus property on Cortez Boulevard (parcel ID: 2421-500-0060-000-2) to the successful bidder, Miguel Aguilar.

d. Resolution 21-R21 authorizing the sale of surplus property on South 11th Street to the successful bidder, KIB Construction Corp.

e. Resolution 21-R22 authorizing the sale of 1207 Avenue L to the successful bidder, Team Facey Real Estate, LLC.

f. Resolution 21-R23, adopting the State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) for program years 2021-2022, 2022-2023, 2023-2024.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

City Commission Regular Meeting - 6:00 pm **5. a.**

Meeting Date: 05/03/2021

Re: Minutes of April 19, 2021

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from the April 19, 2021 Regular Meeting

Attachments

04.19.2021 Minutes

Form Review

Form Started By: Miriam Garcia Started On: 04/27/2021 10:39 AM

Final Approval Date: 04/27/2021

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 4:30 P.M. ON MONDAY, APRIL 19, 2021.

1. CALL TO ORDER

Mayor Linda Hudson called the meeting to order at 4:31p.m.

2. OPENING PRAYER - Commissioner Jeremiah Johnson

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson; Commissioner Thomas Perona; Mayor Linda Hudson

Absent: Commissioner Rufus Alexander

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

5. APPROVAL OF MINUTES

a. Approval of the minutes from the April 5,2021 meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the April 5, 2021 regular meeting.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

6. **PROCLAMATIONS**

a. Sexual Assault Awareness Month Proclamation being received by Mindi, Fetterman, CEO and founder of The Inner Truth Project.

7. **LETTERS TO COMMISSION**

a. Sheriff Ken Mascara thanking Anne Satterlee, Marketing Director at the Sunrise Theatre for providing tickets to "first responders" requested by the show promoter to the H2O Project Hall and Oates performance at the Sunrise Theatre on March 5th.

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

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

Joe Basso, 12c
Vincent Marcellino, 12c

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve the agenda as presented.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

10. MISCELLANEOUS REPORTS

a. Presentation and acceptance of City Audit on all funds for fiscal year ended September 30, 2020, as prepared by DiBartolomeo, McBee, Hartley & Barnes, P.A

City Manager, Nick Mimms, explained that the City Audit on all funds for fiscal year ending September 30, 2020 has been completed.

Mark Barnes of DiBartolomeo, McBee, Hartley & Barnes, P.A made a presentation and explained that the audit went very well. They conducted the audit virtually after staff scanned all required documents. He explained the Citywide balance sheet, and the cash increased by 3.6 Million and the long-term debt decreased by 9 Million. He mentioned that the City did a fantastic job reducing the debt.

11. CONSENT AGENDA

a. Review and approval of an amendment to the Interlocal Agreement with St. Lucie County regarding Ilous Ellis Park renovation project.

b. Approval of Memorandum of Understanding between the City of Fort Pierce and the Khalil Mack Foundation for a public private partnership for site improvements at Ilous Ellis Park.

c. Approval of travel for Commissioner Curtis Johnson, Jr. to attend FLC Institute for Elected Municipal Officials in Tampa, FL from May 6 through 9th, 2021 in the total amount of $953.82.

d. Approve request to purchase a Ford Transit-350 Cargo Van for the Fort Pierce Police Department in the amount of $69,598.71 with awarded grant funds that requires no match.

e. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $6,099.32 against 1202 N13th Street, Fort Pierce, FL, Parcel ID# 2404-801-0066-000/5 owned by 2nd Generation Building Corp., by waiving the interest, penalties and administrative costs in the amount of $2,947.64 leaving a **balance due of $3,151.68 payable in 60 days**. (The proposed buyer, Vincent Marcellino, is asking to waive all fees in the amount of $6,099.32, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

f. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $7,746.84 against 1006 Avenue H, Fort Pierce, FL, Parcel ID# 2404-818-0001-000/4 owned by 2nd Generation Building Corp., by waiving the interest, penalties and administrative costs in the amount of $3,551.87 leaving a **balance due of $4,194.97 payable in 60 day**s. (The proposed buyer, Vincent Marcellino, is asking to waive all fees in the amount of $7,746.84, which requires the item to be pulled from the Consent Agenda with a direct vote of the City

Commission.)

g. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $4,351.32 against 3106 Avenue C, Fort Pierce, FL, Parcel ID# 2408-123-0014-000/7 owned by 2nd Generation Building Corp., by waiving the interest, penalties and administrative costs in the amount of $2,728.82 leaving a **balance due of $1,622.50 payable in 60 days**. (The proposed buyer, Vincent Marcellino, is asking to waive all fees in the amount of $4,351.32, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.)

h. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $3,748.92 against 3108 Avenue C, Fort Pierce, FL, Parcel ID# 2408-123-0013-000/0 owned by 2nd Generation Building Corp., by waiving the interest, penalties and administrative costs in the amount of $2,278.92 leaving a **balance due of $1,470.00 payable in 60 days**. (The proposed buyer, Vincent Marcellino, is asking to waive all fees in the amount of $3,748.92, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.)

i. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $2,120.02 against 1215 Avenue F, Fort Pierce, FL, Parcel ID# 2404-823-0009-000/6 owned by Eulene Nelson, by waiving the interest, penalties and administrative costs in the amount of $770.02 leaving a **balance due of $1,350.00 payable in 60 days**. (The proposed buyer, Vincent Marcellino, is asking to waive all fees in the amount of $2,120.02, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.)

j. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $11,680.80 against 1218 Avenue E, Fort Pierce, FL, Parcel ID# 2404-823-0012-000/0 owned by Khader Mohammed and Saika S Siddiqui, by waiving the interest, penalties and administrative costs in the amount of $8,830.29 leaving a **balance due of $2,850.51 payable in 60 days**. (The proposed buyer, Vincent Marcellino, is asking to waive all fees in the amount of $11,680.80, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.)

k. Approve staff recommendation in response request to reduce demolition fees in the amount of $21,363.14 against 1215 Avenue F, Fort Pierce, FL, Parcel ID# 2404-823-0009-000/6 owned by Eulene Nelson by waiving the interest, penalties and administrative costs in the amount of $7,427.14 leaving a **balance due of $13,936.33 payable in 60 days**. (The proposed buyer, Vincent Marcellino, is asking to waive all fees in the amount of $21,363.14, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.)

l. Approve staff recommendation in response to request to reduce demolition fees in the amount of $16,052.44 against 3106 Avenue C, Fort Pierce, FL, Parcel ID# 2408-123-0014-000/7 owned by 2nd Generation Building Corp., by waiving the interest, penalties and administrative costs in the amount of $9,287.44 leaving a **balance due of $6,765.00 payable in 60 days**. (The proposed buyer, Vincent Marcellino, is asking to waive all fees in the amount of $16,052.44, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.)

m. Approve request to reduce the Building Department lien in the amount of $2,350.00 against 217 N 10th Street, Fort Pierce, FL 34950 - Parcel ID Number: 2409-520-0004-000/6, owned by Ermith Lazare, 3406 Menendez Ave., Fort Pierce, FL 34950 to $1,232.74 payable within 6 months.

n. Approval of Specific Authorization No. 3 in an amount not to exceed $143,000 for professional engineering services to be provided by Captec Engineering, Inc.

o. Approve execution of SFWMD Indian River Lagoon Grant Agreement No. 4600004355 in the amount of $1,320,000 which will provide 90% of the construction funding for a project identified as Georgia Avenue Basin Water Quality Improvements.

Commissioner Perona pulled items k and l.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Consent Agenda a, b, c, d, e, f, g, h, i, j, m, n, o.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

As to item k and l, Commissioner Perona explained that he would like to waive 50% balance due.

Commissioner Jeremiah Johnson asked the Code Enforcement Manager, Peggy Arraiz to provide details of the costs. Ms. Arraiz provided the breakdown.

Mr. Mimms explained that the company requesting the reduction of fees has done work in the Lincoln Park Community. He also mentioned that the company representatives have been to the CRA Advisory Committee meetings in addition to the FPRA Board meetings. The company has demonstrated that they are capable of satisfactory construction work in the Lincoln Park Community.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. as to item k, to waive 50% of the staff recommended balance due of $13,936.33 payable in 60 days.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson as to item l, to waive 50% of the staff recommended balance due of $6,765.00 payable in 60 days.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

12. PUBLIC HEARINGS

a. Legislative Hearing - Ordinance 21-011 Amending Chapter 103, Article II, Administrative Amendments to the Florida Building Code, 7th Edition (2020). SECOND READING

Linda Cox, City Clek, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 21-011 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 103, ARTICLE II, OF THE CODE OF ORDINANCES ENTITLED "BUILDING CODE"; PROVIDING FOR ADOPTION OF LOCAL ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE (FBC), 7TH EDITION (2020); CORRECTING CODIFICATION ERRORS OF LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE

DATE.SECOND READING

Paul Thomas, Building Official, explained that this local ordinance is to establish permitting procedures for mobile homes. They have established the standards from Florida Department of Transportation. These standards will make sure that the mobile homes are constructed, repaired, and inspected to FDOT standards. This ordinance will provide clarification for contractors that need to do work in the City.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 21-011.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

b. Public Hearing for the 2021-2024 Local Housing Assistance Plan (LHAP)

Caleta Scott, Grants Administration Manager, provided information regarding the public hearing. She mentioned that this public hearing follows a 30-day public comment period for the 2021-2023 LHAP for the State Housing Initiatives Partnership (SHIP) program and includes strategies the City will undertake should the City receive funding from Florida Housing Finance Corporation (FHFC) over the next three (3) program years. The LHAP is due to FHFC on May 2, 2021.

The SHIP program requires local governments to submit a Local Housing Assistance Plan every three years. The LHAP describes the methods (housing strategies) by which they will expend the SHIP funds allocated to the jurisdiction. Generally, the LHAP is submitted once every three years and covers three fiscal years funding, 2021-2022, 2022-2023, 2023-2024.

She also explained that at the April 14, 2021 Communitywide Council meeting, the board, serving as the Affordable Housing Advisory Committee, approved the AHAC Report, which outlines the incentive strategies to facilitate affordable housing.

She also informed the Commission that the SHIP Program opens on May 3, 2021. The applications will be available on the City's website or they can be emailed by contacting the Grants Administration. Department.

Mayor Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

No action was necessary for this item.

c. Continuation from March 15, 2021 - Application for Conditional Use with No New Construction submitted by property owner, Susan Baker, and applicant, Michelle Longarzo, for Conditional Use Approval to operate a Dwelling Rental with a rental period of 30 days or less. The property is located at 1577 Thumb Point Drive and is zoned Single-Family Intermediate density zone (R-2).
Parcel ID: 2401-605-0105-000-0.

Linda Cox re-introduced the application for Conditional Use with No New Construction submitted by property owner, Susan Baker, and applicant, Michelle Longarzo, for Conditional Use Approval to operate a Dwelling Rental with a rental period of 30 days or less.

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

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

Quasi-judicial proceedings are less formal than proceedings before a circuit court but are more formal than the normal commission meeting. Quasi-judicial proceedings must follow basic standards of notice and due process; and decisions must be made based on competent substantial evidence. Therefore, Commissioners have a duty to conduct the quasi-judicial proceedings more like judges than legislators. That is why the commission has established the uniform procedures for quasi-judicial hearings that will be followed this evening.

Further, as this is a continued hearing of a previous quasi-judicial hearing, the presentation will be limited to additional research on the previously presented testimony, documentary evidence or information. Any attempt to introduce testimony, evidence or information that is outside the scope of the prior presentation will be considered irrelevant and should be disregarded during any deliberations.

Mayor Linda Hudson called the proceeding to order.

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

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

Commissioner Curtis Johnson Jr– Yes
Commissioner Jeremiah Johnson - Yes
Commissioner Perona - Yes
Mayor Hudson – Yes

Mayor Linda Hudson opened the public hearing.

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

There was no staff presentation.

Mr. Sweeney explained that the applicant can only present new information. If the applicant presents anything outside of that, it would be outside of the commission’s deliberations.

The applicant, Michelle Longarzo, presented some of the concerns that were previously stated by the City Commission. She presented a safety inspection report for the property located at 1577 Thumb Point Dr. According to City Code, visiting animals do not need to register with the City. Ms. Longarzo asked why Thumb Point is different then the rest of the City. There should be no difference from a residence on Granada Street or Faber Court. City Commissioners were also concerned with what activities the guest would do while visiting Fort Pierce.

Data from St. Lucie County Tourism determined that visitors want to relax, unwind, and go to the beach. Another concern was that the City does not get any tax money from short term rentals. Ms. Longarzo explained that the City receives indirect tax dollars by them spending money. This property will not be run as a hotel. It is zoned to be a Dwelling Rental in a residential neighborhood. Concerns regarding noise will be addressed with the City noise ordinance. Short term rental issues could be addressed by contacting the property manager directly or submitting it to See Click Fix. She explained that the Florida Attorney General ruled that zoning may not be used to prohibit vacation rentals.

Mayor Hudson asked what the procedures are once the renter has vacated. Ms. Longarzo explained a deep cleaning is done by her or a qualified cleaning company.

Commissioner C. Johnson asked if they she could refund fees or cancel the reservation if she feels that the home or condo is not the right fit for the renter. She explained that yes, she could refund.

Commissioner Perona asked about insurance coverage. Ms. Longarzo explained that a home is required to have their regular insurance policy. If something were to happen Airbnb and VRBO have insurance policies in place to cover any liability that may occur.

Commissioner J. Johnson asked questions about the zoning of this property and other properties that were on her illustration. He also asked if the applicant would be willing to accept future changes made to the short-term rentals. Ms. Longarzo said that in her opinion, that would not be fair and would not agree.

Mayor Hudson opened the public comments.

Jerry Walters – Against approval
Irving Shafer – Against approval
Ross Crittenden – Against approval
Glynda Cavalcanti – Against approval
Terry Shafer – Against approval
Timothy Bankston – Against approval
Todd Steffas – Against approval
Joe Ghiotti – Against approval
Vern Meyer – Against approval
Larry Winter – Supports approval
Frank Salino – Supports approval
Jonathan Joseph – Supports approval
Ryan Crotty – Against approval
Michael Lawlor – Against approval
David Underhill – Against approval
Rick Reed – Supports approval
Jacquelyn Peter – Against approval

City Clerk Linda Cox read sworn statemetns from the following individuals:

Sally Griffith – Against approval
Gary Hickman – Against approval
Mike Nole – Supports approval
Shawn Dufault – Supports approval

Rebuttal from the applicant: Michelle Longarzo stated that the Fort Pierce Building and Police Departments as well as the Fort Pierce Utilities Authority had no concerns or opposition for this short-term rental. She also mentioned that she is a Superhost and Premier Host which explains that they are doing a great job with attending to the needs of the renters.
Susan Baker, the property owner, address the fallen sign on her property regarding the public hearing. She mentioned that there was a storm and that the wind caused it to all. It is not her responsibility. She mentioned that she purchased the property and that the neighbors told her that that they don’t want her kind in the neighborhood. A few weeks after moving in, a neighbor came to the house with of basket bananas. She said that this incident was probably for

racial intimidation.

Mayor Hudson closed the public hearing.

Mayor Hudson asked if the property is sold, will the conditional use stay with the property. Mr. Sweeney agreed.

Commissioner J. Johnson spoke regarding the testimony that he heard about the concerns of the road widths, pedestrian connectivity or lack of connectivity.

Mayor Hudson mentioned that the concerns that she heard was with the streets and the lack of sidewalks. The other concern was the minimal number of street lights. These are both safety issues. She stated that this short term rental is a business. This is not a typical home based business. It is a commercial business in a neighborhood. She is glad that a task force has been created because too much time and energy is being spent by the applicant and by the City. She mentioned that this property is in the CRA and one of the main goals is to preserve neighborhoods.

Commissioner Perona asked Ms. Sweeney to remind the Commission of Competent substantial evidence. Mr. Sweeny explained that Competent substantial evidence is evidence in which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support legal conclusion.

Commissioner C. Johnson explained that he stayed in an Airbnb over the past weekend. He stated that there were no sidewalks in that neighborhood. There were no issues with the stay at that property. He does not find competent substantial evidence to deny this application.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Thomas Perona to approve item 12c conditional use with staff conditions.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Thomas Perona
NAY: Commissioner Jeremiah Johnson, Mayor Linda Hudson
Failed

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to table the meeting for 15 days until the next City Commission meeting scheduled for May 3, 2021.

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

d. Quasi-Judicial Hearing for a Conditional Use Approval with no new construction located at 1801 Plover Avenue submitted by the property owner, J&J PSL Investments, LLC and the applicant, Michelle Longarzo for Conditional Use Approval to operate a Vacation Rental with a rental period of 30 days or less. The property is located at 1801 Plover Avenue and is zoned Single-Family Intermediate density zone (R-2). PCN:2401-501-0042-000-5.

Linda Cox introduced the application for a Conditional Use Approval with no new construction located at 1801 Plover Avenue submitted by the property owner, J&J PSL Investments, LLC and the applicant, Michelle Longarzo for Conditional Use Approval to operate a Vacation Rental with a rental period of 30 days or less. Plover Avenue and is zoned Single-Family Intermediate density zone (R-2). City Clerk Linda Cox confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Curtis Johnson Jr.– Yes.
Commissioner Jeremiah Johnson - Yes.
Commissioner Perona – Yes.
Mayor Hudson – Yes.

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

Mayor Linda Hudson opened the public hearing.

Staff presentation was made by the Planning Director, Jennifer Hofmeister and Rebecca Guerra. The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends APPROVAL with the following five (5) conditions:

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

Commissioners had no questions for staff.

Applicant questions for Staff: Michelle Longarzo, inquired of Planning Director Jennifer Hofmeister if she had any reports of competent substantial evidence that would prevent this from being rented. Mrs. Hofmeister said that she did not have any reports. Ms. Longarzo also asked if staff was recommending approval. Mrs. Hofmeister confirmed that staff was recommending approval.

The applicant, Michelle Longarzo, presented some of the concerns that were previously stated by the City Commission. She presented a safety inspection report for the property. According to City Code, visiting animals do not need to register with the City. City Commissioners were also concerned with the activities the guest would do while visiting Fort Pierce. Data from St. Lucie County Tourism determined that visitors want to relax, unwind, and go to the beach. Another concern was that the City does not get any tax money from short term rentals. Ms. Longarzo explained that the City receives indirect tax dollars by them spending money in the City. This property will not be run as a hotel. It is zoned to be a Dwelling Rental in a residential neighborhood. Concerns regarding noise will be addressed with the City noise ordinance. Short term

rental issues could be addressed by contacting the property manager directly or submitting it to See Click Fix. She explained that the Florida Attorney General ruled that zoning may not be used to prohibit vacation rentals. The costs for the applicant is about $1,100 in fees. It is very frustrating for the applicant. She explained that Mr. Jonathan Joseph has property rights. He has the right to exclude people from renting his property. He has the right to acquire, possess, and protect his property.

Commission questions for Applicant:
Commissioner J. Johnson had questions regarding the Technical Review Committee He also asked questions about corporate by laws. He asked if the City's bylaws are different than the bylaws of a Homeowners Association. Ms. Longarzo said that the City's corporate bylaws cannot violate constitutional rights. He also asked if property managers are required to be licensed real estate agents. Ms. Longarzo said no, not if its private.

Mayor Linda Hudson opened the public comments.

Public comment:

David Underhill – Against approval
Irving Shafer – Against approval
Vicki Roger – Against approval
Paul Bloust – Against approval
Robert Jenkins – Against approval
Eugene Cochran – Against approval
Tim Banks – Against approval
Larry Winter – Supports approval
Michael Lawlor – Against approval
Glynda Cavalcanti – Against approval
Eddy Jones – Against approval
Dave Gross – Against approval
Deborah Underhill - Against approval
Vern Meyer- Against approval
Terry Schafer – Against approval
Andrea Lawlor – Against approval
Susan Baker – Supports approval
Denise Jenkins – Against approval
Calise Godfrey Monet - Against approval

City Clerk Linda Cox read sworn statements from the following individuals:

Sally Griffith – Against approval
Lauren Steinburg – Against approval
Mike Nole - Supports approval
Anita Shannon – Against approval

Rebuttal from the applicant: Michelle Longarzo objected to all the people coming forward. She explained that that none of them are expert witnesses. None of them had a factual report providing and information. She mentioned that if there was flooding, the citizens should contact Public Works and or Fort Pierce Utilities Authority.
Jonathan Joseph, the property owner, explained that the fire hydrant is not a problem rather a safety feature. He also addressed the lighting on Plover Ave. He mentioned that there are two streetlights on Plover Avenue and that the entire area of his home is very well lit. He mentioned that he will not tolerate being offended by anyone of these neighbors. He mentioned that the neighbors are intending to intimidate, harass, and discriminate against him.

Mayor Hudson closed the public hearing.

Comments and deliberation from the City Commission
Mayor Hudson and Commissioner C. Johnson asked if this property was in a

homeowner's association. Commissioner Perona mentioned that he lives in the Surfside Association. He explained that the property owners East and West of A1A belong to a private beach association. It is not a homeowner's association.

Mr. Sweeney informed the Commission to not make a decision based on Deed restrictions. Deed restrictions are not a purview of the City Commission.

Mayor Hudson explained that she drove down Plover Avenue and that it is a very narrow street. She mentioned that the City's ordinance on short term rentals was approved in 2001 and that the City can approve or deny a conditional use. She also stated that she is not against short term rentals. The City has approved them in the past. She stated that she wants visitors to come to Fort Pierce. However, this is not an appropriate place for the short-term rental.

Commissioner J. Johnson also reiterated having an ordinance in place prior to 2011 allowing them to make a decision on a conditional use. He also spoke regarding the flooding from the rainstorm and said that was a challenge for the City of Fort Pierce. He mentioned that the road is 19 ½ feet wide was measured by some of the citizens that testified. He explained that after listening to testimony, in his opinion 1801 Plover Avenue is not the right place for a short-term rental.

Commissioner C. Johnson said that he has studied and learned about conditional use. He said that he has seen the commission approve short term rentals. He understands that both sides are very passionate. He is trying his best to interpret the law. He understands that this can cause confusion and litigation. He knows that the City has assigned a task force and he knows that the City will get this process right. He said that the basis for his denial is going to need Competent substantial evidence to deny it and he does not see it.

Commissioner Perona stated that Plover Avenue is in bad condition and that he has contacted the City Engineer regarding the roads conditions. He also stated that Plover Avenue is on the top of the list of roads that need repair. He said that Plover Avenue is one of the most deplorable roads that is on South Hutchinson Island. He understands that the City is responsible to fix it. Once the City gets the capital, it will be repaired. However, it may be a long time from now.

Motion was made by Commissioner Curtis Johnson, Jr., to approve item 12d conditional use with staff conditions.

Motion died for lack of second.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to deny conditional use application 12d. The Competent substantial evidence that supports the denial is that Plover Avenue is unsafe and on a list of deteriorated roads.

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

NAY: Commissioner Curtis Johnson, Jr.

Passed

e. Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owner, Andres Guarnizo and Santiago Suhail and applicant, Michelle Longarzo, to operate a Vacation Rental with a rental period of 30 days or less located at 1507 Faber Court. The property is zoned Single-family Intermediate Residential Zone (R-2). Parcel ID: 2401-605-0057-000-8.

Linda Cox introduced the application for Conditional Use with No New Construction submitted by property owner, Andres Guarnizo and Santiago Suhail and applicant, Michelle Longarzo, to operate a Vacation Rental with a rental period of 30 days or less located at 1507 Faber Court. The property is zoned Single-family Intermediate Residential Zone (R-2).

Mr. Sweeney explained that this application has an intervenor that has requested a continuance. The applicant would have to agree to the continuance. Gary Oldehoff, the applicant stated that he does not want a continuance.

Clay Yates, the attorney representing, Terry Shafer, Irving Shafer, and Glynda Cavalcanti expressed his request for a continuance of this hearing to a later date. The reasons that he stated was that the City created a task force to address the complex and difficult issues presented with short term rentals in residential neighborhood. Another reason is because the Florida Legislature is currently considering bills that could affect the City Commission's decision.

Commissioner J. Johnson asked Mr. Yates how long he wanted to postpone. Mr. Yates said 30 days. Commissioner J. Johnson also asked the applicants, Mr. Oldehoff. He indicated that this request is just pushing it off into the future. There is no basis for a continuance. He explained that this application meets all the criteria of the ordinance and they agree to all the staff conditions. They will not agree to a continuance.

Commissioner J. Johnson also indicated that the Florida Legislature would be adjourned in two weeks. Their decisions could help make this decision easier.

Commissioner Perona explained that the task force is not going to have a decision or procedures in place in 30 days. Mr. Mimms confirmed that the recommendation from the task force will be in coming before the Commission in June. If the task force recommendations were accepted, the formal approvals would not come until September or October. Commissioner Perona also mentioned that it is difficult when there are only four members to the Commission. Mayor Hudson agreed that it is becoming difficult and of great concern to continue to operate without the fifth member of the Commission.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to continue until the May 17, 2021 Commission meeting.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

13. CITY COMMISSION

a. Resolution 21-R18 Declaring Certain Property as Surplus

Linda Cox, City Clek, introduced the Resolution, read by title only, into the record. Resolution No. 21-R-18

RESOLUTION NO. 21-R18 - A RESOLUTION DECLARING CERTAIN PROPERTIES OWNED BY CITY OF FORT PIERCE TO BE SURPLUS TO CITY OF FORT PIERCE NEEDS, DESCRIBED AS 706 NORTH 20TH STREET; AND 1620 AVENUE E, AND AUTHORIZING CITY STAFF TO DISPOSE OF SAID PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE V, SECTION 2-425 OF CITY OF FORT PIERCE CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Mimms explained that staff has determined that properties located at 706 N 20th St and 1620 Avenue E are surplus properties. These properties do not have a municipal use. He is requesting the designation of surplus and then the subsequent disposition of the properties.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson motion to approve Resolution No. 21-R-18.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

b. Resolution 21-R24 Appointing Chad Ingram to the Communitywide Council.

Linda Cox, City Clek, introduced the Resolution, read by title only, into the record. Resolution No. 21-R-24

RESOLUTION NO. 21-R24 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITYWIDE COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 21-R24, appointing Chad Ingram.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

14. COMMENTS FROM THE PUBLIC

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

Vern Meyer
Susan Baker
Jonathan Joseph
Michelle Longarzo Danaluk
Timothy Banks
Mike Lawlor
David Underhill

15. COMMENTS FROM THE CITY MANAGER

a. Report

Mr. Mimms explained that City staff is doing a great job. He informed the Commission that the City signed a deal with the Khalil Mack Foundation today. Through the foundation, Khalil Mack has donated $500,000 to upgrade Ilous Ellis Park in the Lincoln Park neighborhood. The upgrades to the park will be done by the City and St. Lucie County. The upgrades will probably include renovated concession stands, new playground, shade awnings above the bleachers, and upgraded parking.

He also mentioned that the Commission approved the execution of the South Florida Water Management District Grant Agreement in the amount of $1,320,000. This grant will provide 90% of the construction funding for a project identified as the Georgia Avenue Basin Water Quality Improvements. This project helps protect the Indian River Lagoon.

He also mentioned that the 2021 Strategic Plan Update is attached.

16. COMMENTS FROM THE COMMISSION

Commissioner Perona stated that it was a tough night. He also said that the short-term rental task force is not the answer that residents will be thrilled with, however, it will be a way to deliver more consistent decisions that can regulate and oversee the decisions.

Commissioner J. Johnson also said that the task force is an important part of the future for the short-term rentals. However, there is an election in 2022 and the City should look into a Short-Term Rental ballot initiative. He wants the voters to decide how they would like to proceed with these issues.

Commission C. Johnson said that the Commission will need to do a lot of work and research themselves. They will have to engage the community and have to make tough decisions. He agrees that the Commission cannot rely solely on the task force. The task force committee is providing the Commission recommendations. The City must set standards for Fort Pierce. Other communities that he has visited have standards. The City of Fort Pierce has mixed standards and people are finding a loophole in the standards. The Commission must work together. They will have to make tough decisions and they must have other options available to avoid the issues they had tonight.

Mayor Hudson agreed with Commissioner C. Johnson and said that there is a lot of work to be done. However, this is an issue that most municipalities are dealing with all over the state and that the City is going to have to come up with the best solution.

17. ADJOURNMENT

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

Mayor Hudson adjourned the meeting at 10:25p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 6:00 pm **6. a.**

Meeting Date: 05/03/2021

Re: 100th Anniversary of the Fort Pierce Inlet

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Fort Pierce Inlet 100th Anniversary

Attachments

Fort Pierce Inlet

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/20/2021 10:47 AM

Form Started By: Miriam Garcia Started On: 03/17/2021 02:25 PM

Final Approval Date: 04/20/2021

WHEREAS, A natural Inlet opposite what is now St. Lucie Village was, for centuries, the most dependable ingress from the vagaries of the Atlantic Ocean to the haven of the Indian River for ships in the age of sail and steam, but tide and storm began to obstruct passage in the late 1800s until a 1910 hurricane closed what was known as the Indian River Inlet; and

WHEREAS, the Indian River Inlet had allowed Native Americans to harvest fish from the sea; pioneers to engage in commercial fishing; and tourists to access to some of the most exciting sports fishing experiences of the Gilded Age. The Inlet facilitated national and international trade that established diversity, characteristic of all ports, and created a thriving local boat building industry. All these advantages were lost with the closing of that path to the sea; and

WHEREAS, IN 1918, local civic leaders organized the Fort Pierce Inlet Commission; in 1919, the Fort Pierce Finance and Construction Company issued the first of four bond issues, which were approved by the voters of St. Lucie County, demonstrating their willingness to tax themselves for the prosperity of the community. The Commission began to purchase property adjacent to Taylor Creek and obtain deeds to property at Tucker Cove; and

WHEREAS, on May 14, 1920, the cut through Hutchinson Island had been completed to within 50 feet of the Atlantic Ocean, then halted to allow jetties to be constructed. On April 19, 1921, the dredge *Tuscawilla* began to remove the 50-feet of sand; and

WHEREAS, on May 8, 1921, a high tide finished the job and the waters of river and sea were joined, once again delivering Fort Pierce from being landlocked. On May 12, a record crowd gathered in Fort Pierce to celebrate the accomplishment; and

WHEREAS, Fort Pierce wishes to honor the generation that suffered World War I and the Spanish Influenza, planned, executed and paid for the Fort Pierce Inlet and, as a result, re-started commercial and sports fishing, making possible the enhanced Port of Fort Pierce under the leadership of Edwin Binney and increased the success of the citrus industry by lower shipping rates. The U.S. Navy chose Fort Pierce as the location for the Amphibious Training Base on Hutchinson Island in World War II because of the Inlet. Millions of dollars of treasure from the sunken 1715 Spanish Plata fleet came through this Inlet; and

WHEREAS, our man-made Fort Pierce Inlet is considered the safest inlet between New Smyrna and West Palm Beach and therefore attracts boaters from inland Florida year-round and from the many northern states, in winter months. The boat builders, marine services, marinas and yacht clubs, seaside eateries, yacht sales, and other contributing enterprises benefit the local economy substantially; and

WHEREAS, Derecktor Fort Pierce operates at the Port of Fort Pierce bringing mega yacht repair and refit industry, using the world's largest mobile boat hoist, making it the latest boon to our area in jobs, contributing enterprises, and tax revenue made possible by the Inlet.

NOW, THEREFORE, I, Linda Hudson, by virtue of the authority vested in me as Mayor of the City of Fort Pierce do hereby proclaim May 8 through May 28 as:

Fort Pierce Inlet 100th Anniversary Celebration Days

in Fort Pierce and encourage all citizens to celebrate our efforts to protect our waterways, especially the Atlantic Ocean, the Indian River Lagoon, and the Fort Pierce Inlet that connects them, because of the Inlet's overarching value to our history, economy and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 3rd day of May 2021.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 6:00 pm **6. b.**

Meeting Date: 05/03/2021

Re:

SUBJECT:

Mental Health Awareness Month Proclamation being received by Debbie Hawley of New Horizons.

Attachments

Mental Health Awareness

Form Review

Form Started By: Linda Cox Started On: 04/07/2021 02:45 PM

Final Approval Date: 04/07/2021

WHEREAS, the mental health of every citizen, family, business owner and resident of the City of Fort Pierce is a critical factor in its emotional and economic stability; and

WHEREAS, 44 million American adults, roughly 18%, are living with a mental health illness; and

WHEREAS, 13% of American youth, aged 12 – 17, are living with major depression; and

WHEREAS, in 2020, COVID-19 depression, anxiety and substance abuse doubled from the previous year's finding of one in five adults to two in five adults who are dealing with mental health issues, roughly translating from 20% of Americans to 40% of Americans needing mental health services; and

WHEREAS, the Federal Emergency Management Agency (FEMA) predicts that the psychiatric impact of a disaster will hit a community approximately 18 months after the disaster; and

WHEREAS, stigma remains the primary obstacle to getting help; and.

WHEREAS, as community leaders, we must prepare for an increase in demand on services through education, outreach and ever greater access to care to ensure our community's overall health; and

WHEREAS, it is the duty of each and every one of us to provide continued consistent access to resources to mental health care; and

WHEREAS, we the Mayor and City Commission of the City of Fort Pierce strive to be a community who supports mental wellness, including greater access to treatment, increasing educational tools and resources for our citizens, and continually supporting those citizens with mental health opportunities.

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

Mental Health Awareness Month

in the City of Fort Pierce.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 3rd day of May 2021.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 6:00 pm **10. a.**

Meeting Date: 05/03/2021

Re: NW Pioneers Park Honorees

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Presentation of Lincoln Park Main Street's recommendation for honorees of bronze plaque at NW Pioneers Park

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/28/2021 08:59 AM

Form Started By: Jennifer Robinson Started On: 03/31/2021 11:06 AM

Final Approval Date: 04/28/2021

City Commission Regular Meeting - 6:00 pm **11. a.**

Meeting Date: 05/03/2021

Re: Downtown Smart City Initiative

Submitted For: Shyanne Harnage, Communications + Economic Development Manager, City Manager

SUBJECT:

Approval of the Interlocal Agreement for the Downtown Fort Pierce Smart City Initiative between the Fort Pierce Utilities Authority, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency.

SUMMARY:

In October 2020, representatives from the Fort Pierce Utilities Authority presented a concept to the FPRA Board for the creation of a Smart City in Downtown Fort Pierce utilitizng smart kiosks, smart streetlights and FPUAnet fiber optic infrastructure. With the FPRA Board's approval on April 13, 2021 and FPUA Board's approval on April 20, 2021, the Interlocal Agreement is presented for City Commission review and approval. This project will be funded through the use of up to $250,000 from the H.D. King Power Plant Site tax credit proceeds.

RECOMMENDATION:

Staff recommends aprpoval of the Interlocal Agreement for the Downtown Fort Pierce Smart City Initiave as presented.

ALTERNATIVES:

Amend the provisions of the Interlocal Agreement
Deny the Interlocal Agreement

RESPONSIBLE STAFF:

Jason Mittler, FPUAnet Manager
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Nicholas C. Mimms, City Manager/FPRA Director
Peter Sweeney, City Attorney
John Tompeck, FPUA Director
Javier Cisneros, FPUA Director of Utility Support Services
Joshua Gang, FPUA Director of Regulatory Affairs

Fiscal Impact

Amount: $250,000

OTHER INFORMATION:

Proceeds from the sale of the H.D. King Site tax credit certificate.

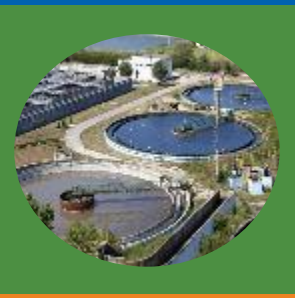
Attachments

Presentation
Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Shyanne Harnage	04/22/2021 09:23 AM
City Manager	Nick Mimms	04/27/2021 06:56 PM

Form Started By: Shyanne Harnage
Started On: 04/14/2021 07:05 AM
Final Approval Date: 04/27/2021



FPUA
COMMUNITY PROUD

Smart City

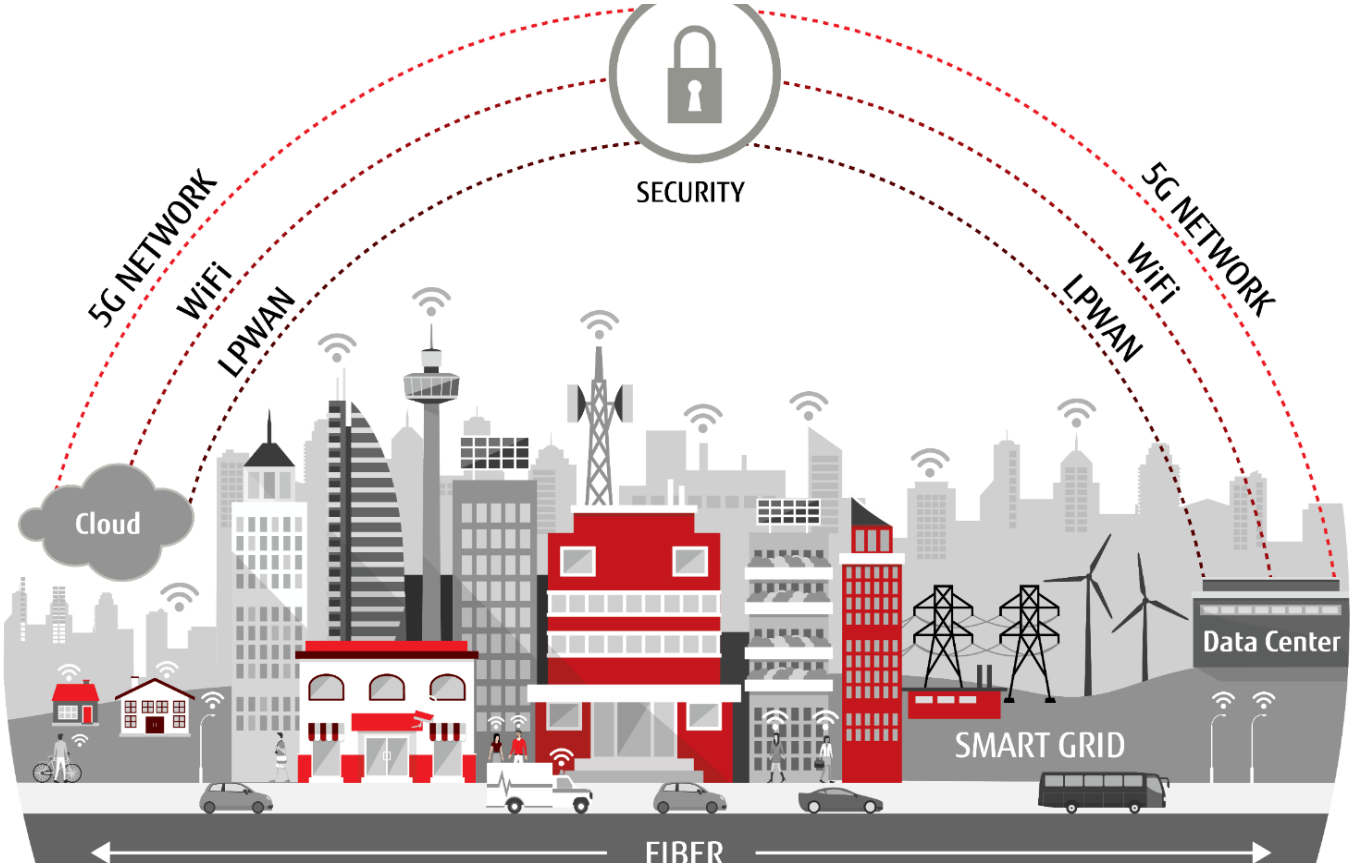
Downtown Initiative

FORT PIERCE, FL
THE SUNRISE CITY

Why Smart City?

- Improved Infrastructure
- Efficient Public Utilities
- Improved Transportation
- Reduced Environmental Footprint
- Safer Communities
- Cost Savings
- Economic Development

FPUAnet



- Increased Workforce Engagement
- More Effective, Data-Driven Decision-Making
- Enhanced Citizen and Government Engagement
- Increased Digital Equity
- Higher Quality of Life
- Revenue Generation

Improves Quality of Life, Cuts Costs and Spurs Economic Development

Smart Kiosk Capabilities

Revenue Creation
- Advertising
- Virtual Concerts
- Wi-Fi Monetization
- Traffic Analytics
- Environmental Analytics

Security
- Surveillance Cameras
- Venue Announcements
- Public Safety Alerts

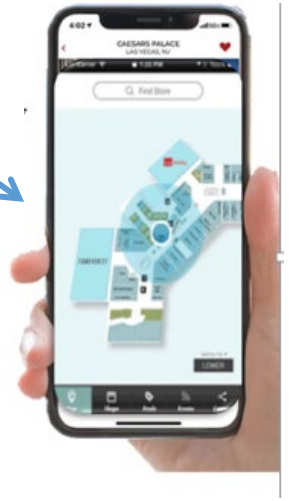
Information
- Weather forecast
- RSS Announcement Feeds
- Calendar of Events

Entertainment
- Selfies
- Venue Events
- Gaming
- Wi-Fi

Wayfinding
- Dock locator
- Restaurants
- Retail Shops
- 3D Navigation

Artificial Intelligence
- Foot Traffic Analysis
- Visitor Data Capture (Gender, Age)
- System Support Monitoring

- QR Code scanning for Touchless Kiosk menu



SMART Kiosk Locations

★ = 3-sided kiosk

1. Manatee Center / 7 Gables House
2. Ave A & Melody Lane

☆ = 2-sided kiosk

1. Orange Ave & 2nd Street
2. Indian River Drive & Ave A

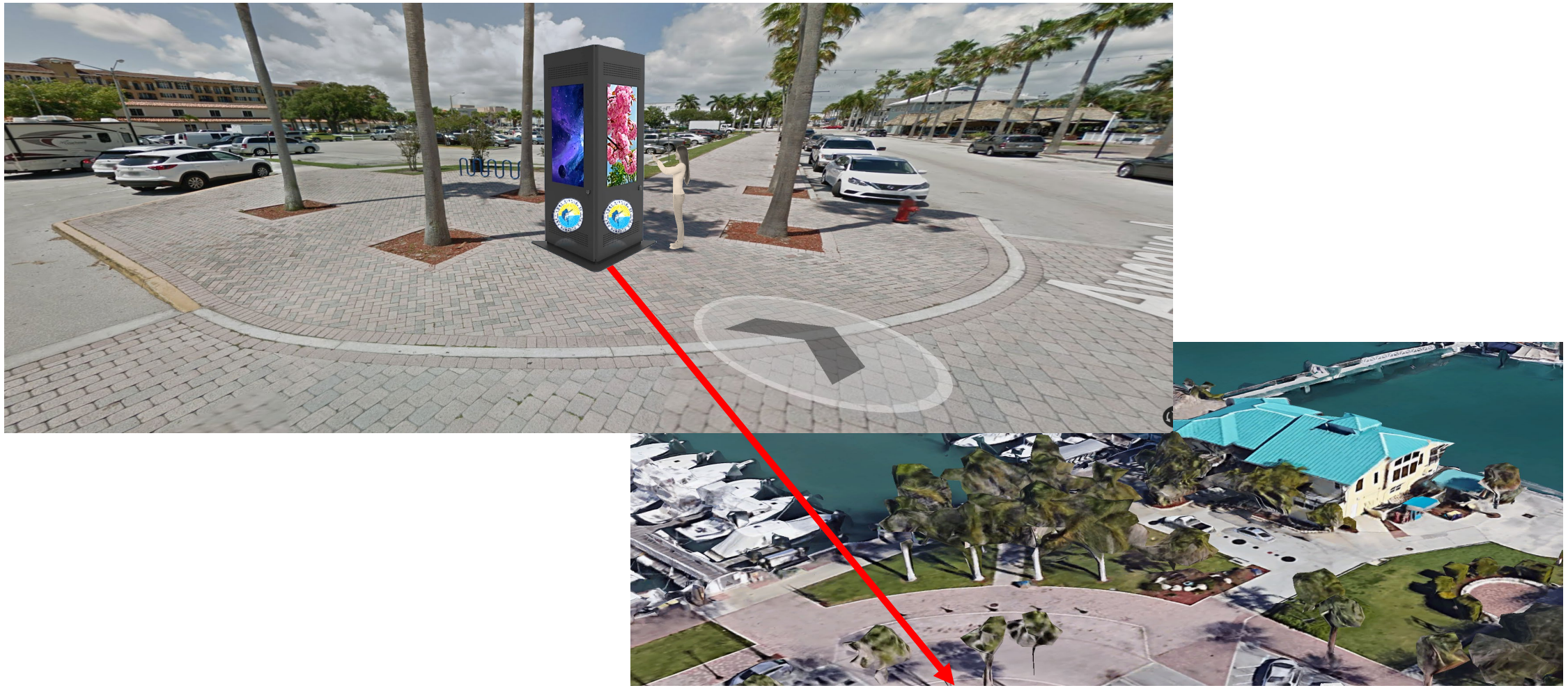
☆ = kiosk on wheels

1. Marina Square

Indian River Drive between Manatee Observation Center and House of Seven Gables

Triple Sided – 55” Screen 7’ tall

City Marina on the corner of Melody Lane & Ave A



Triple Sided – 55” Screen 7’ tall

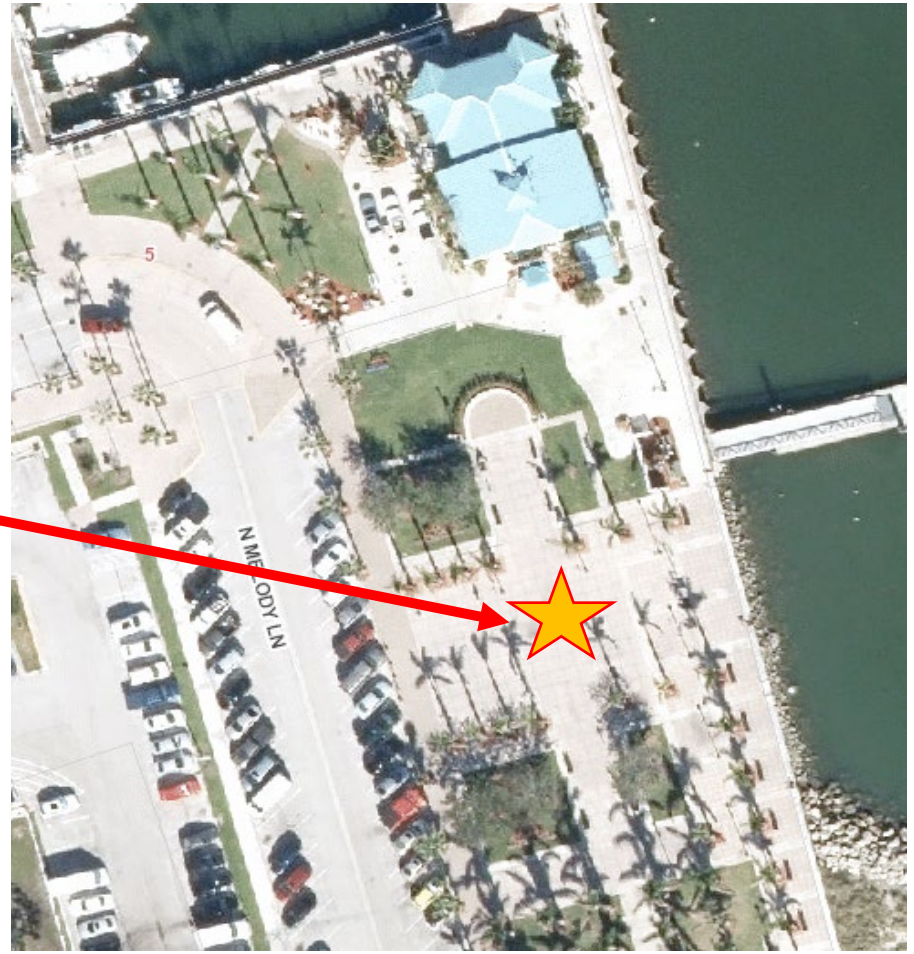
Avenue A & N Indian River Dr.

Double Sided – 55” Screen 7’ tall

Corner of Orange Ave & 2nd Street

Double Sided – 55” Screen 7’ tall

Kiosk on Wheels at Marina Square



Single Sided – 55” Screen 7’ tall

Downtown Smart City Summary

Project Phase	When	Cost
Phase 1: Engineering & Design	May 2021	$10,000
Phase 2: Fiber, Electric and Conduit Infrastructure Installation	Aug 2021	$80,000
Phase 3: Installation & Configuration of Smart Kiosks	Sept 2021	$65,000
Phase 4: Selection & Installation of Smart Street Lights	TBD	$75,000
Phase 5: Electricity Charges, Bandwidth & Maintenance Costs for 5 Years	TBD	$20,000

Improves Quality of Life, Cuts Costs and Spurs Economic Development

Questions

INTERLOCAL AGREEMENT
FOR THE
DOWNTOWN FORT PIERCE
SMART CITY INITIATIVE

This Interlocal Agreement for the Downtown Fort Pierce Smart City Initiative (the **"Agreement"**) is entered into by and between the **FORT PIERCE UTILITIES AUTHORITY**, a municipal utility authority created by the charter of the City of Fort Pierce, (**"FPUA**"), and the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "**City of Fort Pierce"**) and the **FORT PIERCE REDEVELOPMENT AGENCY**, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the **"FPRA**") (collectively, the **City of Fort Pierce** and the **FPRA** shall be referred to herein as the **"City"**).

RECITALS

WHEREAS, a Smart City is a connected urban environment that uses wireless services and networked systems to improve connectivity, enhance public access to information, improve communications capabilities, and automate public services to promote a more efficient, sustainable and innovative community environment; and

WHEREAS, in recognition of society's evolution towards an increasingly connected and urbanized society, communities are embracing the use of technology and these "Smart City" concepts to improve the quality of life of their citizens; and

WHEREAS, the City has authorized and encouraged FPUA to provide communications and internet services to Fort Pierce and the surrounding community, and

WHEREAS, the City and FPUA now wish to work together and utilize the FPUAnet communication services to implement a Smart City Initiative in downtown Fort Pierce that will have long-term economic benefits, improve public engagement, increase access to information, provide enhanced communications and wireless connectivity to the people who work, live and vacation in downtown Fort Pierce; and

WHEREAS, the City has agreed to provide up to $250,000 (two-hundred fifty thousand dollars) toward this Downtown Smart City initiative, which will be funded through the use of the remaining excess funds from the sale of certain tax credits related to the FPUA voluntary cleanup and remediation of the former H.D. King Power Plant site.

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

1. **PROJECT SCOPE**

The Downtown Smart City Initiative is the next step toward implementing a city-wide plan to expand FPUAnet's infrastructure and communications technology, and improve access to the internet in the downtown Fort Pierce community.

The Downtown Smart City Initiative will include the following basic elements:

(i) Extension of the FPUAnet fiber optic infrastructure, and installation of the networking and power supply needed for the smart kiosks and smart streetlights necessary to implement the project.

(ii) Installation of four smart kiosks featuring touchscreens, cameras, and Wi-Fi capability for public Wi-Fi service. In addition, the City and FPUA will have access to one mobile kiosk that may be available upon request for special events at no additional cost. The kiosks will display user friendly information about the Fort Pierce area, and include wayfinding maps and integration. The kiosks will be built with safety glass that is weather resistant and viewable with polarized eyewear. The smart kiosks will be installed at the following locations unless otherwise agreed upon by the City and FPUA: Fort Pierce City Marina Square, corner of 2nd Street and Orange Ave, corner of Ave A Indian River Drive and Manatee Observation Center plaza.

(iii) Installation of smart streetlights featuring photocell lighting control for on-demand lighting. The smart streetlights are dimmable and can be used for holiday lighting and vendor connectivity. The smart streetlights will include wireless mesh transceivers with Wi-Fi capability for public Wi-Fi service. The smart streetlights will also have a speaker for broadcasting music, public announcements or safety alerts. The location of the smart streetlights is to be determined with input from FPUA and the City. The exact number of smart streetlights will be determined based on the final system design, parameters and pricing negotiated with the selected vendor that is evaluated by the City and FPUA.

(iv) The first five years of software licensing fees, and the recurring fees for the maintenance, upgrades, and broadband service with unlimited data access for the smart kiosks, smart streetlights, with free public Wi-Fi is included at no additional cost to the City beyond the $20,000 one-time payment noted below in Section 3, Project Timeline and Costs. The cost of this service is being subsidized through a revenue share with the kiosk vendor based on advertising sales that will be managed between FPUA and the selected vendor.

2. **PROJECT ADMINISTRATION AND OWNERSHIP**

FPUA will manage and administer all aspects of the Smart City Initiative design and buildout, and will initiate and carryout all tasks necessary for completion of the project. The City will have input on the project throughout its implementation, and will retain oversight for any permitting for the Smart City installations. FPUA staff with work with the

City for the issuance of any necessary permits. As administrator of the project, FPUA will coordinate all aspects of the project, including the system design and deployment, and the necessary infrastructure upgrades for installation of the equipment and networking systems that are required. FPUA will also be responsible for coordination and sourcing of all materials and equipment needed for the project, including the smart kiosk and smart streetlights, and the award any contracts for the design, installation and maintenance of the Smart City infrastructure and equipment.

Once completed FPUA will be responsible for coordinating all maintenance and support of the smart kiosks through the contracted vendor. The vendor will retain ownership of the kiosks. FPUA will provide the necessary broadband access and data services under the terms of this agreement for five years following the date of implementation (the "Go-Live Date"). FPUA will also be responsible for working with the vendor on the mapping and software integration, as well as any needed software updates, maintenance and repairs.

As the administrator of the project, FPUA will be responsible for working with the kiosk vendor to set up and manage the information and content on the kiosk. The City will approve all City related content before it is live on the kiosks. The City and FPUA will be provided free marketing space on the smart kiosks for advertising and informational displays in the form of one 10 second spot on each one-minute advertising loop. The spots will be shared equally between the City and FPUA, and either party may allow the other to use its allotted space more frequently when requested for special events or as need arises. The 10 second spots can be continuous using looped content and updates will be pre-scheduled for the month. FPUA and the City will each coordinate their respective content updates with the kiosk vendor. The City and FPUA will provide content guidelines to the vendor and approve the content in advance. All content will be family friendly, and no ads for smoking, drinking, or any political or controversial content will be permitted. FPUA and the City will have final approval of all advertising content and may request removal of any content considered inappropriate. The shared goal will be to display content that is informational and entertaining to the public. If either the City or FPUA object to any content they will work together to resolve any concerns or the content will be pulled from display. FPUA will share any data and information received through the smart kiosks with the City.

Following the installation and implementation of the smart streetlights the City will take ownership of the streetlights and FPUA will provide the necessary broadband access and data services under the terms of this agreement for five years after the implementation and Go-Live Date, including free public Wi-Fi access. FPUA will update and maintain the lighting components of the smart streetlights under the same general terms and conditions as the existing City streetlight program described in the memorandum on Billing for City Owned Streetlights dated August 17, 1993, and subsequent FPUA resolutions for electric rates and LED Streetlights (including any future revisions thereto). The networking and Wi-Fi components of the smart streetlights will be owned by FPUA. For the duration of this

Agreement the recurring costs for software, maintenance, upgrades and broadband data access and bandwidth services (including free public Wi-Fi) provided by FPUA will not exceed the $20,000 as noted below for the period of this agreement. FPUA will coordinate and perform any software and hardware updates to maintain the networking and Wi-Fi capabilities of the smart streetlights in good working condition.

3. **PROJECT TIMELINE AND COSTS**

This Smart City Initiative will begin following the execution of this Agreement by all parties, and is expected to be completed by the third quarter of 2021. The total project cost to the City shall not exceed $250,000 (two hundred fifty thousand dollars and no cents) which shall be funded through the use of certain excess funds from the sale of the tax credits related to the cleanup of the former H.D. King Power Plant site, which shall be paid to FPUA in accordance with the following phases and milestones. The cost for each phase is estimated. The funding can be reallocated to another phase based on actual construction and material costs.

- **Phase 1 – Engineering & Design**
  - Estimated Cost: $10,000
  - Timeline for completion: May 2021
  - Payment due upon execution of this Agreement

- **Phase 2 – Fiber & Conduit Infrastructure Installation**
  - Estimated Cost: $80,000
  - Timeline for completion: August 2021
  - Payment due upon completion of engineering design, City approval of FPUA right-of-way Permit, and approved construction estimates.

- **Phase 3 – Installation & Configuration of 4 Smart Kiosks**
  - Estimated Cost: $65,000
  - Timeline for completion: September 2021
  - Payment due upon FPUA signing contracts with selected vendors for the system design specifications and required equipment, which includes the kiosks and smart streetlights, with copy of bid or agreement for services.

- **Phase 4: Selection & Installation of Smart StreetLights**
  - Estimated Cost: $75,000
  - Timeline for completion: TBD
  - Payment due upon the selection of vendor thru FPUA Request for Proposal (RFP) process, with copy of bid or agreement for services. The selection of the vendor shall be completed by FPUA and the City.

- **Phase 5: Electricity Charges, Bandwidth & Maintenance Costs for 5 years**
    - Estimated Cost: $20,000
    - Timeline for completion: TBD
    - Payment due upon all assets being active, project is certified and City right-of-way permit is closed out.

4. **JOINT USE ACCESS AND INDEMNIFICATION**

(A) The City agrees to permit FPUA access and use of City facilities in the project area including its underground conduits, access points, junction and control boxes, and any other facilities needed for installation of the infrastructure and network connections. Following installation of the equipment the right of access and use granted to FPUA under this Agreement shall continue regardless of any termination of this Agreement. FPUA shall at its own cost and expense install and maintain the network and equipment infrastructure in safe condition and good working order, such that it will not interfere with the City's use of the facilities. FPUA's use of the facilities is subordinate to the City's right-of-way, access and use of its facilities, and nothing in this agreement is intended to affect the City's rights, access and use of the facilities. The City reserves the right to enforce any rules and regulations it deems necessary for public safety and welfare. Nothing contained herein shall limit the City's right to permit access and use of the facilities by any other party or entity that is not a party to this agreement, provided such use does not interfere with FPUA's planned use of those facilities.

(C) FPUA agrees to indemnify and hold harmless the City and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of FPUA and persons employed by or used by FPUA in the course of performing its obligations hereunder. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of FPUA under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

(C) The City agrees to indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the City and persons employed by or used by the City. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to

recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

5. **TERM**

This Agreement shall become effective on the date of final approval and execution by the City and FPUA, and shall continue for a period of five (5) years following the final installation and Go-Live Date for the smart kiosks and smart streetlights. This Agreement may be terminated by either party at any time up until FPUA executes a contract with the selected vendor(s) for the installation or purchase of infrastructure or equipment for the project.

6. **ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes any prior discussions, negotiations, understandings, and representations, whether oral or written.

7. **FORCE MAJEURE**

Neither party shall be responsible for a delay or failure in performance to the extent such delay is caused by events or circumstances that are beyond that party's reasonable control. This Agreement shall remain in effect in the event of hurricane, ongoing pandemic, or any other natural disaster or emergency event(s).

8. **GOVERNING LAW**

This Agreement is being entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01 Florida Statutes. Venue for any action shall be in the State Courts located in Fort Pierce, Florida. If any provision of this Agreement is found to be void or unenforceable the remaining terms shall be interpreted to give full effect to the parties' intent. A failure or delay by either party to exercise any right, remedy, power or privilege shall not operate as a waiver thereof. Any waiver or modification of this Agreement must be in writing signed by a person authorized to sign agreements for that party.

9. **COMPLIANCE WITH LAWS/NO THIRD-PARTY RIGHTS**

The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the performance of their obligations hereunder. Nothing in this Agreement is intended to create, nor shall it be construed to give any rights or benefits to any person or entity that is not a party to this Agreement.

10. **NOTICES**

All notices and other communications related to this Agreement shall be in writing and delivered via hand delivery or sent through the U.S. mail with proof of delivery confirmation to the following address:

TO THE CITY OF FORT PIERCE
City of Fort Pierce City Manager
100 North U.S. Highway One
Fort Pierce, FL 34950

WITH A COPY TO:
City Attorney
100 North U.S. Highway One
Fort Pierce, FL 34950

TO FORT PIERCE UTILITIES AUTHORITY
Fort Pierce Utilities Authority Director
206 South 6th Street
Fort Pierce, FL 34950

WITH A COPY TO:
Fort Pierce Utilities Authority Attorney
206 South 6th Street
Fort Pierce, FL 34950

11. **PUBLIC RECORDS, CHAPTER 119, FLORIDA STATUTES**

To the extent Florida Public Records Law, Chapter 119, Florida Statutes, applies to this agreement each party shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the party in conjunction with this agreement. Specifically, each party shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the party in order to perform the service.
b. Provide the public with access to public records on the same terms and conditions that a public entity would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
d. Meet all requirements for retaining public records and transfer, at no cost, to the other parties for all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically provided to the other parties in a format that is compatible with the information technology systems of the other parties.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE FOLLOWING PUBLIC RECORDS CUSTODIANS:

THE CITY OF FORT PIERCE
FORT PIERCE CITY CLERK
100 N US HIGHWAY 1
3RD FLOOR, SUITE 301
FORT PIERCE, FL 34950
(772) 467-3065
CITYCLERK@CITYOFFORTPIERCE.COM

FORT PIERCE UTILITIES AUTHORITY
FPUA PUBLIC RECORDS CUSTODIAN
PO BOX 3191
FORT PIERCE, FL 34948

(772) 466-1600
PUBLICRECORDS@FPUA.COM

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates written below:

WITNESS:

_____
Linda Cox
City Clerk

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

BY: _____
Linda Hudson, Mayor
DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____

Peter Sweeney, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of her ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by LINDA HUDSON as MAYOR OF THE CITY OF FORT PIERCE, who is ☐ Personally Known OR ☐ Produced Identification issued by a state of the United States within the last five (5) years.

_____
Notary Public

My commission expires:_____

[signatures continue on following page]

WITNESS:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163

_____
Linda Cox
City Clerk

BY: _____
Linda Hudson, Chair
DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____

Peter Sweeney, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of her ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by LINDA HUDSON as CHAIR OF THE FORT PIERCE REDEVELOPMENT AGENCY, who is ☐ Personally Known OR ☐ Produced Identification issued by a state of the United States within the last five (5) years.

_____
Notary Public

My commission expires:_____

ATTEST:

Secretary

FORT PIERCE UTILITIES AUTHORITY, a municipal utility authority created by the charter of the City of Fort Pierce

BY: _____
Charlie Frank Mathews, Chairman

DATE: 4/20/21

APPROVED AS TO FORM AND CORRECTNESS:

BY: RWK
Fort Pierce Utilities Authority Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of his/her ☒ physical presence or ☐ online notarization, this 20 day of April, 2021, by Lynda Cavalcanti and Charlie Frank Matthews who is ☒ Personally Known or ☐ Produced Identification issued by a state of the United States within the last five (5) years.

JILL SABOTA
MY COMMISSION # HH 075122
EXPIRES: December 28, 2024
Bonded Thru Notary Public Underwriters

Notary Public

My commission expires: 12/28/24

City Commission Regular Meeting - 6:00 pm **11. b.**

Meeting Date: 05/03/2021

Re: Purchase approval for SHI, Microsoft O365 and Azure AD Licenses for Fort Pierce Police Department

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SUBJECT:

Approve purchase from SHI., Somerset, NJ for Microsoft O365 licenses and Azure AD for Fort Pierce Police Department in the amount not to exceed $67,617.60.

SUMMARY:

Police department will be a sub-tenant under the City's master agreement in order to combine resources and economize services.

RECOMMENDATION:

Recommendation is to approve purchase for Microsoft O365 and Azure AD licenses for Fort Pierce Police Department in the amount not to exceed $67,617.60.

ALTERNATIVES:

Do not approve.

RESPONSIBLE STAFF:

IT Manager

COORDINATED WITH:

Finance Director,Chief of Police, Deputy Chief, Police Department IT Systems Administrator

---

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2021
Account:	00125005134675
Amount:	67617.60

FISCAL IMPACT:

Coverage end term to reflect current master agreement:
9/1/21-8/31/22

Attachments

FPPD 0365 and Azure AD Licenses

Form Review

Inbox	Reviewed By	Date

Information Technology	Devoshay Johnson	04/21/2021 11:07 AM
Finance Department	Johnna Morris	04/21/2021 02:51 PM
City Manager	Nick Mimms	04/27/2021 06:59 PM

Form Started By: Alma Juarez
Started On: 04/21/2021 08:41 AM
Final Approval Date: 04/27/2021

Good Afternoon,

Thank you for contacting SHI. Included is the quote you requested. If you have any further questions regarding this please feel free to contact me. If you'd like to purchase your quote online, click on the link at the bottom of your quote to retrieve it. Please use the following information to create an account:

TOKEN: 15474
ACCESS KEY: OrangeSLG_ABC

Have a great day!

Shaina Chinchilla

Pricing Proposal

Quotation #:	20303370
Description:	Microsoft
Reference #:	Police Dept
Created On:	Apr-07-2021
Valid Until:	Apr-30-2021

City of Fort Pierce

DeVoshay Johnson
Florida 32301
United States
Phone: 772-467-3000
Fax:
Email: djohnson@cityoffortpierce.com

Inside Account Manager

Shaina Chinchilla
290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Shaina_Chinchilla@shi.com

Click here to order this quote

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	AzureActiveDrctryPremP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQN-00001 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: Apr-01-2021 – Aug-31-2021 **Note:** EA# 75999678	160	$34.64	$5,542.40
2	AzureActiveDrctryPremP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQN-00001 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: Sep-01-2021 – Aug-31-2022 **Note:** EA# 75999678	160	$83.16	$13,305.60
3	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: May-01-2021 – Aug-31-2021 **Note:** EA# 75999678	160	$89.65	$14,344.00
4	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02	160	$215.16	$34,425.60

Coverage Term: Sep-01-2021 – Aug-31-2022
Note: EA# 75999678

Total	$67,617.60

Additional Comments

you will be billed for 12 months on 9/1/21

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City Commission Regular Meeting - 6:00 pm **11. c.**

Meeting Date: 05/03/2021

Re: Mobility Plan and Fee Scope of Services

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of NUE Urban Concepts scope of services in the amount of $174,125.00 for development of a combined mobility plan and mobility fee for the City of Fort Pierce.

SUMMARY:

At the City Commission meeting on February 16, 2021, Jonathan Paul of NUE Urban Concepts provided a presentation regarding the development of a Mobility Plan and Mobility Fee. Based on the feedback of the City Commission, a scope of services has been prepared for City Commission review and approval.

RECOMMENDATION:

Staff recommends approval of the Scope of Services as presented.

ALTERNATIVES:

Do not approve.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager
Jennifer Hofmeister, Planning Director
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Johnna Morris, Finance Director

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2021
Account:	110-1111-519.31-90
Amount:	$174,125
FISCAL IMPACT:	

Attachments

Mobility Scope of Services
Mobility Plan Presentation from 2-16-21

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/20/2021 10:48 AM
Finance Department	Johnna Morris	04/21/2021 02:52 PM
City Manager	Nick Mimms	04/27/2021 06:58 PM

Form Started By: Shyanne Harnage Started On: 04/15/2021 09:50 AM

Final Approval Date: 04/27/2021

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

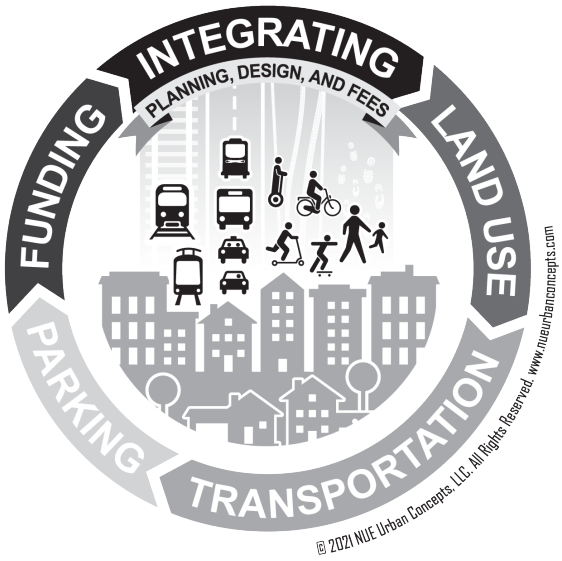
2579 SW 87th Drive, Suite 101
Gainesville, FL 33608
352-363-0614 (c) 833-682-8484 (o)
www.nueurbanconcepts.com
nueurbanconcepts@gmail.com

April 5th, 2021

Ms. Jennifer Hofmeister, AICP, LCAM
Planning Director
City of Ft. Pierce
100 North U.S. 1
Fort Pierce, FL 34950

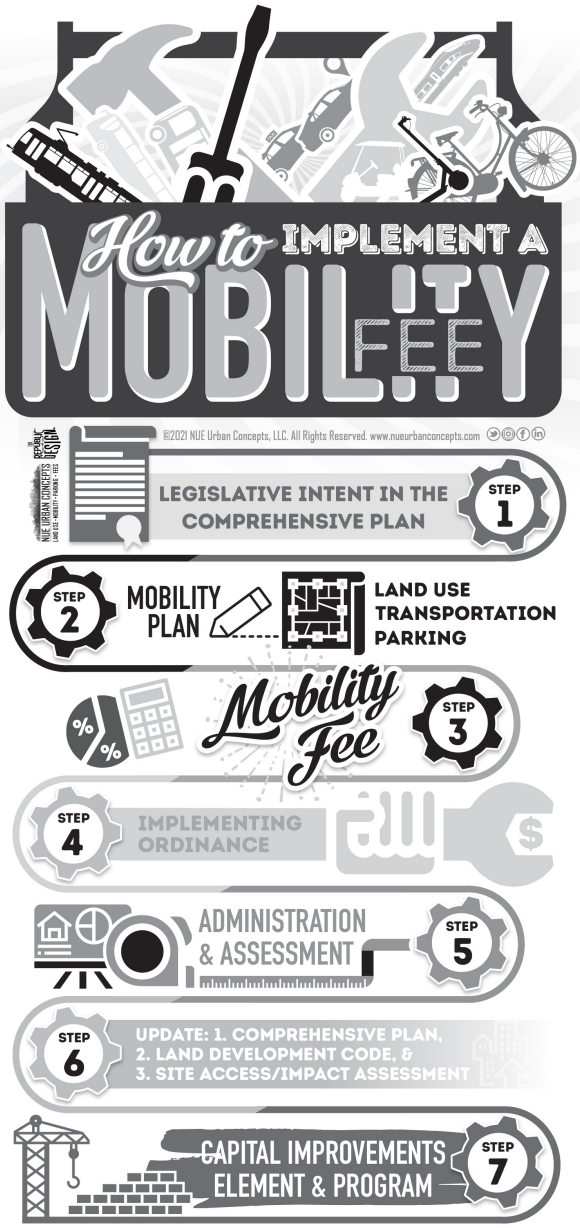
RE: MOBILITY PLAN & MOBILITY FEE FOR THE CITY OF FT. PIERCE

NUE Urban Concepts (NUC) is pleased to provide a scope of service for development of a combined mobility plan and mobility fee for the City of Ft. Pierce. To effectively move people and provide mobility choices requires a mobility plan that looks beyond just new and wider roads. A mobility plan that considers integrating land uses, people focused complete streets, innovative parking strategies, and establishes the groundwork for new micromobility and microtransit technology will provide people the choice to walk, bike, scoot, ride transit or drive to meet their mobility needs and access future rail service.



An adopted mobility plan would serve as the basis for development of a mobility fee. The intent of a mobility fee would be to replace the City's transportation impact fee and all or a portion of St. Lucie County's transportation impact fee. The mobility fee would provide the City with a unified revenue funding source, paid by new development and redevelopment that creates additional travel demand, that it controls and prioritizes based on the multimodal projects identified in a mobility plan. The mobility plan is also an opportunity to integrate establishment of park-once environments within Downtown and to the beach communities, as well as develop innovative shared parking policies and fee in lieu of parking to encourage infill and redevelopment. The proposed mobility plan would be developed around facilitating access to future rail service within Downtown and potentially park once mobility hubs, if the City desirers to also integrate parking management strategies into the mobility plan. The quality-of-service standards established in the mobility plan could also serve as the basis for the City to develop innovative Complete Street Design Standards as a follow-on initiative.

The following are the major steps involved in development of a mobility plan and mobility fee: (1) establish legislative intent in the comprehensive plan; (2) develop a mobility plan that integrates land use, transportation and parking; (3) calculate a mobility fee; (4) adopt an implementing mobility fee ordinance; (5) develop administrative procedures and rules for fee collection, credits and expenditures; (6) update the Comprehensive Plan and Land Development Regulations to remove transportation concurrency references, implement the mobility plan, and replace traffic impact analysis requirements with site access / impact assessments; and (7) annually fund and prioritize mobility plan projects through capital improvements planning. There is an 8th step and that involves discussions with St. Lucie County to replace the transportation impact fee. The following graphic illustrating the seven steps necessary to develop a mobility fee.



The following are the task for the Scope of Service.

TASK 1 – COMPREHENSIVE PLAN REVIEW: NUE Urban Concepts will review the Comprehensive Plan Future Land Use, Transportation and Capital Improvements Elements to evaluate policies related to land use, transportation concurrency, level of service standards, complete streets, parking and funding of transportation improvements. The review will be utilized to *develop legislative intent recommendations* for the Comprehensive Plan and recommendations for the establishment of mobility fee assessment areas.

TASK 2 – COMPREHENSIVE PLAN RECOMMENDATIONS: NUC will develop policies for inclusion in the City's Comprehensive Plan to establish legislative intent to consider the adoption of a mobility plan and mobility fee. The recommend policies will be developed for the Transportation Element of the City's Comprehensive Plan. NUC will provide a brief written summary to accompany the proposed policies recommendations for inclusion in the Comprehensive Plan Amendments (CPA) and City's Staff Report for transmittal to the Florida Department of Economic Opportunity (DEO) for review. The City will prepare the transmittal, required forms, and Staff report for transmittal to DEO.

TASK 3 – TRANSPORTATION PLAN REVIEW: NUE Urban Concepts will review the City's Comprehensive Plan and the 2045 Long Range Transportation Plan to identify mobility projects that have already been established in an adopted Plan. The Plan review is to identify modes of travel that are currently planned within the community and most important, to identify gaps in the transportation network that would need to be addressed in a mobility plan. The evaluation is also undertaken to determine to what extent new technologies, new approaches and emerging trends in the sharing economy are accounted for in adopted plans and should be included in a Mobility Plan.

TASK 4 – DATA COLLECTION/EXISTING CONDITIONS: NUE Urban Concepts will collect current traffic characteristics data for functionally classified arterial and collector roads from the City, County, FDOT, TCRPC, and the TPO. The data will include number of travel lanes, AADT, speed limits, LOS Standards, presence of a median, presence and type and width of sidewalks and bike lanes and any transit facilities such as dedicated lanes or transit pull-off bays. This data will be utilized in the backlogged facilities analysis. Existing demographics and mode share data will be reviewed based on the latest American Community Survey.

TASK 5 – PROJECT FUTURE GROWTH: NUE Urban Concepts will evaluate the regional travel demand model developed for the 2045 Long Range Transportation Plan to obtain base year and future year vehicle miles of travel (VMT) data. The TAZ from the model will be used to obtain population and employment projections to demonstrate future growth and need

as required to meet the first part of the dual rational nexus test. The VMT data will be used to calculate a projected increase in person miles of travel (PMT) used to calculate a mobility fee and in the new growth evaluation analysis.

TASK 6 – ESTABLISH STANDARDS: NUE Urban Concepts will develop recommendations for the establishment of area-wide roadway Level of Service (LOS) standards and / or multimodal Quality of Service (QOS) standards based on review of planned transportation projects and existing conditions. The standards will be used to develop multimodal capacities for use in calculating mobility fees. ***This step will require Staff review and concurrence.***

TASK 7 – ESTABLISH TYPES OF MULTIMODAL PROJECTS: NUE Urban Concepts will identify multimodal projects to be considered for inclusion in the mobility plan. Typical projects such as sidewalks, shared use paths and new roads are fairly common. Increasingly, local governments are identifying the need to provide designated and separated lanes and ways for micromobility devices (e.g., electric bike {e-bike}, electric scooters {e-scooter}) and microtransit vehicles (e.g., golf-carts, neighborhood electric vehicle {NEW}, autonomous transit shuttles {ATS}).

In addition, to encourage bicycling and scooting, mobility plans are starting to include buffered and protected lanes for bicycles and micromobility devices. Since most accidents and fatalities occur when crossing driveways, intersections and roads, mobility plans are also starting to include high visibility mid-block crossings with advanced warning devices, protected and high visibility crosswalks at intersections, and raised intersections and pavement treatments for shared use paths and trails that cross driveways. Local governments are also incorporating mobility hubs into their mobility plans to serve as safe, connected and convenient destinations for bicycles, micromobility devices, microtransit vehicles, and shared mobility programs (e.g. carshare and rideshare) to come together and allow for transitions between modes. ***This step will require Staff review and concurrence.***

TASK 8 – IDENTIFY MOBILITY PLAN PROJECTS: NUE Urban Concepts will propose mobility plan projects based on the analysis and data from Task 3 thru 7. A map and table of the mobility plan projects will be prepared. Projects may also include wayfinding signs and the purchase of micromobility devices and microtransit vehicles or the allocation of funds to support start-up funding for third party operators which wish to provide shared mobility programs and services with the City. ***This step will require Staff review and concurrence.***

TASK 9 – DEVELOP CROSS-SECTIONS: NUE Urban Concepts will develop cross-sections for up to four (4) identified multimodal projects. The cross-sections will be for representative sections of multimodal projects and will serve as the standard for future engineering designs for the entire roadway section. Additional cross-sections can be developed as an additional service and addendum to this scope.

TASK 10 – DEVELOP AERIALS, RENDERINGS AND CAPACITIES: NUE Urban Concepts will develop before and after aerials and renderings for two (2) multimodal projects sections based on the cross-sections developed in Task 9. Before and after multimodal capacities will also be proposed for the two (2) multimodal projects. Additional aerials, renderings and capacities can be prepared as an additional service and addendum to this scope.

TASK 11 – MOBILITY PLAN PROJECT COST: NUE Urban Concepts will prepare cost estimates for the mobility plan corridors. The cost for the proposed corridor improvements will be based on the most recent and localized data as required by Florida Statute. The cost should include factors such as planning, design, right-of-way acquisition, utility relocation, streetscape and landscape, stormwater, construction and inspection.

TASK 12 – ESTABLISH MULTIMODAL CAPACITIES: NUE Urban Concepts will calculate multimodal capacities for multimodal projects to be included in the mobility plan. Multimodal capacities are necessary to ensure mobility projects are adequate to accommodate future travel demand and new development is not charged more than its fair share. The multimodal capacities are used in the mobility fee calculations.

TASK 13 – DEVELOP A MOBILITY PLAN: NUE Urban Concepts will develop a Mobility Plan for the identified multimodal projects for State, County and City transportation facilities that will include maps of the proposed improvements, and tables detailing the proposed multimodal projects, cost, capacities and descriptions. The Mobility Plan will be incorporated into the Mobility Plan and Mobility Fee Technical Report.

TASK 14 – PERSON MILES OF TRAVEL (PMT) Factor: NUE Urban Concepts will develop a person miles of travel (PMT) factor to convert vehicle miles of travel to person miles of travel to account for multiple modes of travel within the City. The PMT factor will be based upon the 2017 National Household Travel Survey. The PMT factor will be used to establish a person miles of travel rate to be used in the mobility fee calculation and the new growth evaluation to ensue new development is not being charged more than its fair share of the cost of mobility plan projects.

TASK 15 – BACKLOG EVALUATION: NUE Urban Concepts will prepare a backlog evaluation of the existing transportation to determine if there are existing system wide deficiencies. The data collection will be utilized to develop a backlog adjustment factor if it is found that there are existing system wide deficiencies. The backlog evaluation is required to demonstrate that new growth is not charged for existing system wide deficiencies.

TASK 16 – NEW GROWTH EVALUATION: NUE Urban Concepts will conduct a new growth evaluation based on the projected increase in person miles of travel using the VMT data, the PMT factor and the increase in multimodal capacity. The analysis will be utilized to develop a new growth evaluation factor to demonstrate that new growth is not being charged for more than its fair share of projects.

TASK 17 – REVENUE ADJUSTMENTS: NUE Urban Concepts will evaluate existing funding sources for multimodal projects. Case law requires that existing funding for multimodal projects is factored into the mobility fee. Funding may include sales tax, gas tax, special assessments and grants that are reasonably available to fund the multimodal improvements. Revenue funding adjustments will be developed based on either appropriate net present value factors or utilizing whole dollar funding availability to reduce overall projected corridor cost.

TASK 18 – PERSON TRAVEL DEMAND (PTD) RATE: NUE Urban Concepts will develop a person travel demand (PTD) rate based upon the cost of mobility plan projects, with adjustments for backlog, new growth and available revenues. The rate will be divided by either the increase in person miles of travel or the calculated multimodal capacities. The PTD rate will be used in the mobility fee calculations.

TASK 19 – ESTABLISH ASSESSMENT AREA(S): NUE Urban Concepts will recommend the establishment of up to three assessment areas to allow for the differentiation of mobility fees based upon location (community redevelopment area) and/or development type (mixed-use) based on a review of the future land use element and map. Assessment area(s) are based upon both existing development patterns, geographic barriers, needed mobility projects and future land uses. Differing assessment areas would be established if the City desires to have Mobility Fees that vary by assessment area. The City will assist in development of a final GIS Map showing any assessment areas that are established based on a geographic location. ***This step will require Staff review and concurrence.***

TASK 20 – MOBILITY FEE SCHEDULE ALTERNATIVES: NUE Urban concepts will evaluate the City's and County's existing road impact fee schedule of land uses and the City's Future Land Use Element and Map to develop the alternatives. NUE Urban Concepts will prepare a

brief summary and recommend up to four mobility fee schedule alternatives for the City's consideration. ***This step will require Staff review and concurrence.***

TASK 21 – ESTABLISH BENEFIT DISTRICT(S): The establishment of one or more benefit district(s) is used to ensure that funds collected from new development are expended in the district(s) in which they are collected to the "benefit" of the new development as required in the dual rational nexus test. Benefit district(s) are based upon existing travel patterns, the identified mobility and multimodal corridors any natural or physical barriers, such as water bodies or Interstates, that would impact traffic flow. The City will assist in development of a final GIS Map showing any benefit districts. ***This step will require Staff review and concurrence.***

TASK 22 – PERSON TRAVEL DEMAND (PTD) FOR LAND USES: NUE Urban Concepts will calculate a person travel demand (PTD) for each land use identified in the mobility fee. The PTD will be based on trip generation rates, adjusted for pass-by and internal capture, adjustments for limited access facilities, and person trips and trip lengths from the 2017 National Household Travel Survey Data, adjusted for local conditions. The PTD will be adjusted for origin and destination and will also be calculated for any assessment areas.

TASK 23 – DEVELOP A MOBILITY FEE SCHEDULE: NUE Urban Concepts will develop a mobility fee per land use. The mobility fee will also be calculated for any established assessment areas.

TASK 24 – MOBILITY FEE COMPARISON: NUE Urban Concepts will prepare a comparison between the proposed mobility fee rate and the existing City multimodal transportation fees and County road impact fees.

TASK 25 – DEVELOP TECHNICAL REPORT: A technical report will document the methodology and data used to develop a Mobility Fee and provide the factual basis to demonstrate the Mobility Plan and mobility fee meets legal and statutory requirements. The report will include an in-depth legal review and address pertinent case law and statutory requirements. The technical report will also mobility fee definitions.

TASK 26 – DEVELOP EXECUTIVE MOBILITY PLAN AND FEE SUMMARY: NUE Urban Concepts will develop an executive summary of the mobility plan and mobility fee for public outreach and intergovernmental coordination. The executive summary also serves as a useful and concise tool for pursuing federal and state appropriations and grants and economic development activities including attracting businesses and matching state funds.

This task consolidates over 125 pages in the technical report into a 15-to-20-page succinct summary with maps and the mobility fee schedule.

TASK 27 – MOBILITY FEE ORDINANCE: NUE Urban Concepts will assist the City with development of a mobility fee implementing ordinance. The City Attorney will assist with development of the ordinance with assistance from NUE Urban Concepts. The Mobility Fee Ordinance provides the legal basis to enact a mobility fee and allows the City to begin to assess new development for its multimodal travel impact.

TASK 28 – COUNTY COORDINATION & IMPACT FEE REVIEW: NUC will coordinate with City Staff and the City Attorney on meeting with St. Lucie County and reviewing the existing interlocal agreement between the City and County. The review will also evaluate the City's current impact fee ordinance and impact fee system related to time of payment, permit review, benefit district, account tracking and fee expenditures. *The review will also address comments made by the County and any adjacent municipalities on the proposed CPA and as the City goes through the initial process of developing a mobility plan and mobility fee.*

TASK 29 – PUBLIC OUTREACH AND MEETINGS: This Scope includes a total of six (6) meetings consisting of public workshops, community outreach, and hearings, with either in-person or virtual attendance. A maximum of eight (8) conference calls/virtual meetings with Staff are also included.

Deliverables:

(1) Comprehensive Plan Policies to establish legislative intent
(2) Written narrative to be included with CPA transmittal
(3) Mobility Plan & Mobility Fee Technical Report
(4) Mobility Plan & Mobility Fee Executive Summary
(5) Mobility Fee Ordinance

Scope Cost: The hours are based on similar mobility plans and fees. The lump sum cost estimate is based on a rate of $175 per hour. The total number of projected hours is 995 and the total cost is $174,125. All of the tasks are important to the development of a mobility plan and fee. ***There are separate tasks proposed as an additional service that can be addressed in the future and are identified below the task summary.***

TASK #	TASK	HOURS	COST
1	**COMPREHENSIVE PLAN REVIEW**	**10**	**$1,750**
2	**ESTABLISH LEGISLATIVE INTENT**	**20**	**$3,500**
3	**TRANSPORTATION PLAN REVIEW**	**20**	**$3,500**
4	**DATA COLLECTION / EXISTING CONDITIONS**	**50**	**$8,750**

5	**PROJECT FUTURE GROWTH**	**50**	**$8,750**
6	**ESTABLISH STANDARDS**	**30**	**$5,250**
7	**ESTABLISH TYPES OF MULTIMODAL PROJECTS**	**10**	**$1,750**
8	**IDENTIFY MOBILITY PLAN PROJECTS**	**55**	**$9,625**
9	**DEVELOP CROSS-SECTIONS**	**15**	**$2,625**
10	**DEVELOP AERIALS, RENDERINGS AND CAPACITIES**	**20**	**$3,500**
11	**MOBILITY PLAN PROJECT COST**	**45**	**$7,875**
12	**ESTABLISH MULTIMODAL CAPACITIES**	**45**	**$7,875**
13	**DEVELOP A MOBILITY PLAN**	**50**	**$8,750**
14	**PERSON MILES OF TRAVEL (PMT) FACTOR**	**15**	**$2,625**
15	**BACKLOG EVALUATION**	**10**	**$1,750**
16	**NEW GROWTH EVALUATION**	**10**	**$1,750**
17	**REVENUE ADJUSTMENTS**	**15**	**$2,625**
18	**PERSON TRAVEL DEMAND (PTD) RATE**	**15**	**$2,625**
19	**ESTABLISH ASSESSMENT AREA(S)**	**15**	**$2,625**
20	**MOBILITY FEE SCHEDULE ALTERNATIVES**	**45**	**$7,875**
21	**ESTABLISH BENEFIT DISTRICT(S)**	**10**	**$1,750**
22	**PERSON TRAVEL DEMAND (PTD) PER LAND USE**	**45**	**$7,875**
23	**DEVELOP A MOBILITY FEE SCHEDULE**	**35**	**$6,125**
24	**MOBILITY FEE COMPARISON**	**10**	**$1,750**
25	**DEVELOP TECHNICAL REPORT**	**125**	**$21,875**
26	**DEVELOP MOBILITY PLAN AND FEE EXEC. SUMMARY**	**45**	**$7,875**
27	**MOBILITY FEE ORDINANCE**	**70**	**$12,250**
28	**COUNTY COORDINATION & IMPACT FEE REVIEW**	**45**	**$7,875**
29	**PUBLIC OUTREACH & MEETINGS**	**65**	**$11,375**
Total		**995**	**$174,125**

Schedule: The mobility plan and mobility fee will take between 12 and 15 months to complete from the date the contract is signed by all parties. The additional three months depends on the level of public outreach requested.

The following are task that the City may wish to consider in the implementation of a mobility plan and mobility fee that are being undertaken by other local governments.

ADDITIONAL CONSIDERATIONS NOT COVERED IN SCOPE

COMPREHENSIVE PLAN UPDATE: Adoption of a mobility plan and mobility fee may require amendments to the Comprehensive Plan. In addition, the mobility plan may include recommendations for service standards and other mobility related policies that would need to be included in the Comprehensive Plan. **The City would prepare Staff Reports and process the CPA. NUC will assist with these efforts.**

EVALUATE EXISTING MULTIMODAL CONDITIONS: NUE Urban Concepts will utilize the proposed LOS and QOS standards to evaluate existing conditions for people walking, bicycling, riding transit and driving vehicles. The baseline multimodal conditions evaluation will be utilized to periodically measure performance and to be able to quantify multimodal projects in terms of miles of facilities and improvements in service standards over time as multimodal projects are constructed. **This task would be performed in conjunction with a Comprehensive Plan update.**

PARKING MANAGEMENT STRATEGIES: An evaluation of existing parking standards and design requirements will be undertaken. Parking Management Strategies to include shared parking, parking reductions for multimodal offsets, payment in lieu-of parking, and mobility hubs that create a park once environment will be evaluated. Recommendations for revisions to parking standards and design requirements, as well as parking management strategies will be prepared for inclusion in the Land Development Regulations.

FINANCE COORDINATION: Florida Statute requires that Mobility Fees be maintained in separate funding accounts to allow for annual auditing. In addition, there are legal requirements regarding the collection and expenditure of Mobility Fee funds and the ability to audit said expenditures. Coordination is required with Finance and Accounting and Budgeting Departments to ensure fund accounts are consistent with the adopted ordinance and Statutory requirements.

BUILDING PERMIT INTEGRATION: The City does not currently charge an impact fee. The Permit system may need to be updated to allow for the collection of a Mobility Fee. Some permit systems are relatively simple and can be accommodated through simple look up tables and excel spreadsheets. Other permit systems are propriety and require coordination with third party venders to initiate updates. Permit clerks will need to be trained and a process established for quality control checks. The Building Permit Department is also the front-line interaction with the development community. There is oftentimes further outreach done with the development community and builders during the implementation stage. Florida Statute requires a minimum of 90 days between the adoption of a Fee Implementing Ordinance and collection of the Fee.

ADMINISTRATION: The development of a Mobility Fee will require the identification of an individual or department responsible for day-to-day administration of the Fee and to address fee determinations, alternative studies, fee offsets and credits and possible challenges. Florida Statute allows local governments to develop a separate service charge to offset the cost of administration, implementation and update of the Mobility Fee.

ADDITIONAL MEETINGS: Meetings, hearings and public outreach are a significant component of developing a Mobility Plan, Mobility Fee and Parking Management Strategies. They can also have a significant impact on the cost of developing a Mobility Plan and Mobility Fee. Clear expectations on the level of outreach and the number of public hearings and technical meetings are a critical component. The prepared Scopes includes a total of four meetings. A separate Scope can be developed just to address meetings and additional meetings can be agreed to based upon the approved hourly rate.

SITE / MOBILITY IMPACT ANALYSIS REQUIREMENTS: While the City has already taken steps to eliminate transportation concurrency and does not require traffic impact analysis, except for Planned Developments, the City may wish to consider developing site / mobility impact analysis requirements. These requirements address site related turn lanes, traffic control devices, trip generation, driveway design, access management, on-site and off-site multimodal improvements, internal circulation and parking. While these requirements can be included in Land Development Regulations, they can also be provided as a separate stand-alone requirement for new development.

COMPLETE STREETS DESIGN: The Mobility Plan and Fee Technical Report will not include complete streets design standards. There will be elements addressing Complete Streets, but specific recommendations for inclusion in the land development regulations are not included. The City may elect to establish Standards within its Land Development Regulations.

ADMINISTRATIVE SERVICE CHARGES: To relieve impact to the general fund, local governments frequently develop administrative service charges and fees to administer and implement the mobility fee. Florida Statute requires service charges not exceed the cost to fully administer a mobility fee. NUE Urban Concepts can prepare a report documenting the cost to administer and implement a mobility fee.

ADMINISTRATIVE MANUAL: There are many day-to-day administrative items that arise in the assessment and collection of fees. Some local governments have developed an administrative manual to address these issues. The manual often incudes forms, review fees for special request related to credit, determinations and offsets. The manual also provides consistency in implementation to address changes in Staff administering the ordinance and provides back-up to permit clerks and interim administrators should the individual(s)

tasked with implementing the Fee not be available. Florida Statute has placed the burden on local governments to defend not only its Fee but also its administration.

CURBSIDE MANAGEMENT PLAN: Curbside control is becoming an element in transportation demand management. These efforts include separate Land Development Regulations and sometimes implementing ordinances and programs. The Comprehensive Plan Recommendations will include establishing the Cities authority to develop plans and programs. However, those plans and programs are not included in this scope.

MICROMOBILITY PROGRAM: New technology is resulting in a wave of new mobility solutions to address last mile connectivity and park once environments. Dockless bikes, e-bikes and e-scooters are the latest iteration of micromobility. There are others that will be developed. Many local governments are developing separate plans and programs for micromobility. These efforts include separate Land Development Regulations, implementing ordinances and programs. The Comprehensive Plan Recommendations will include establishing the Cities authority to regulate micromobility and new technology. However, ordinance development, plans and programs are not included in this scope.

GRAPHICS: Increasingly graphics are becoming an important part of public outreach and displaying information. The proposed Mobility Plan and Fee Technical Report will include some representative graphics. However, separate graphics and cross-sections will not be developed for each multimodal improvement. A separate scope, lump sum or hour rate could be established to provide additional graphics in a cost-effective manner. There is a real cost and time commitment involved in developing graphics. There is also a significant benefit.

Thank you for your consideration of this scope. Please let me know if have any questions.

Sincerely,

Jonathan B. Paul

Jonathan B. Paul, AICP
Principal

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City of Ft. Pierce
Mobility Plan & Fee

February 16th, 2021

Presented by:

Jonathan B. Paul, AICP
Principal

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Jonathan B. Paul, AICP

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- Principal, NUE Urban Concepts, LLC
- Over 20 years of land use, transportation & impact fee experience.
- Masters in Urban & Regional Planning from University of Florida and Masters in Public Administration from University of South Florida.
- Served as Concurrency & Impact Fee Manager for Alachua County & Interim Transportation Planning Director for Sarasota County.
- Created the 1st Mobility Plan and Mobility Fee in Florida.
- Completed Mobility Plans & Fees: Alachua, Sarasota & Osceola Counties Cities of Altamonte Springs, Dade City, DeBary, Maitland, Miami Beach, Palm Beach Gardens, Venice & West Palm Beach.
- Mobility Plans & Fees Underway: Cities of Bradenton, North Port, St. Augustine, St. Cloud & Tallahassee. Miami-Dade, Leon, Okaloosa & Walton Counties & Sarasota County update.

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MOBILITY PLAN & MOBILITY FEE

Mobility Fees based on projects Included in the Mobility Plan

Mobility Fee intent: **REPLACE** transportation concurrency, proportionate share & road impact fees

Mobility Fees payments: **PAID** by new development to offset its impact to the transportation system.

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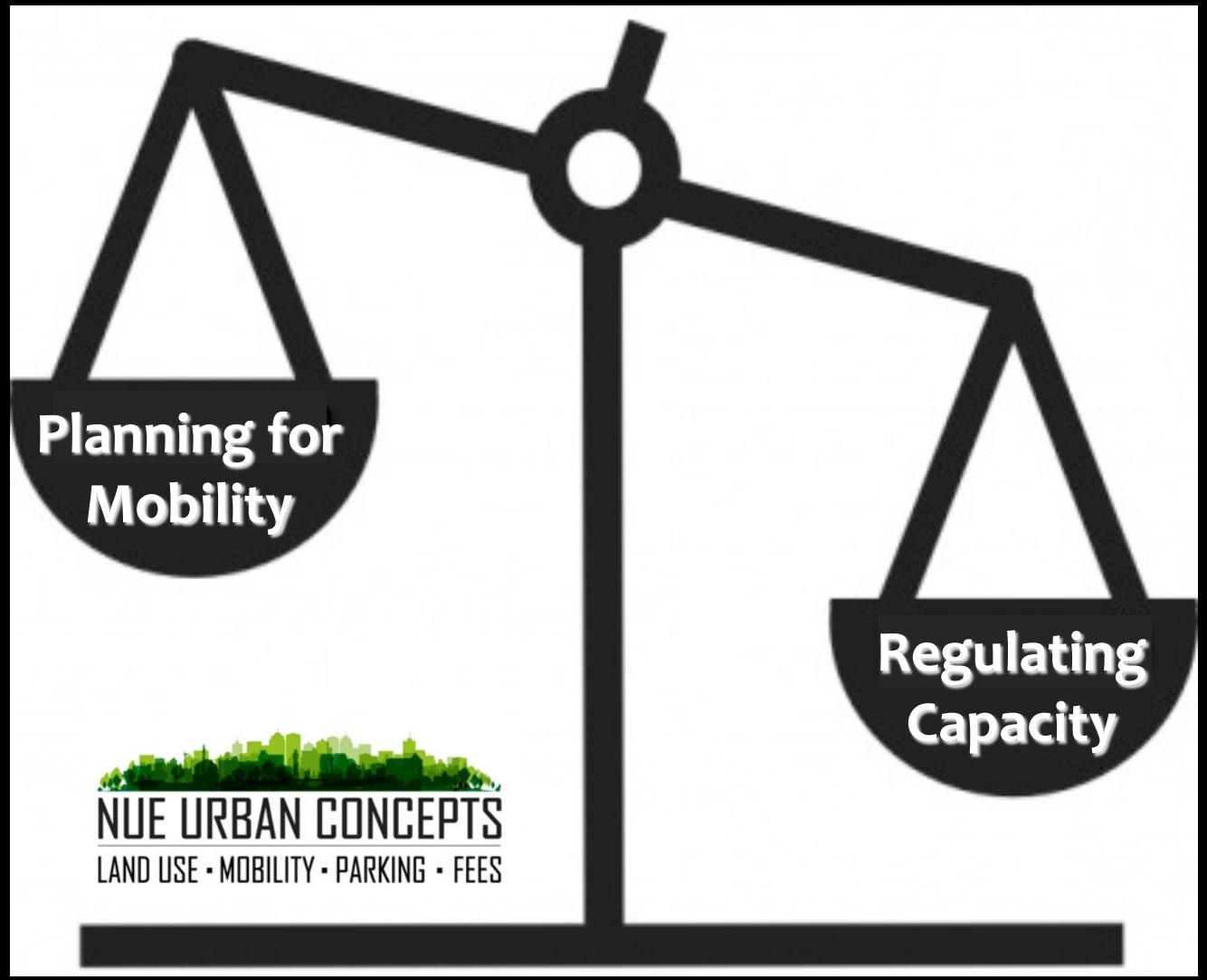
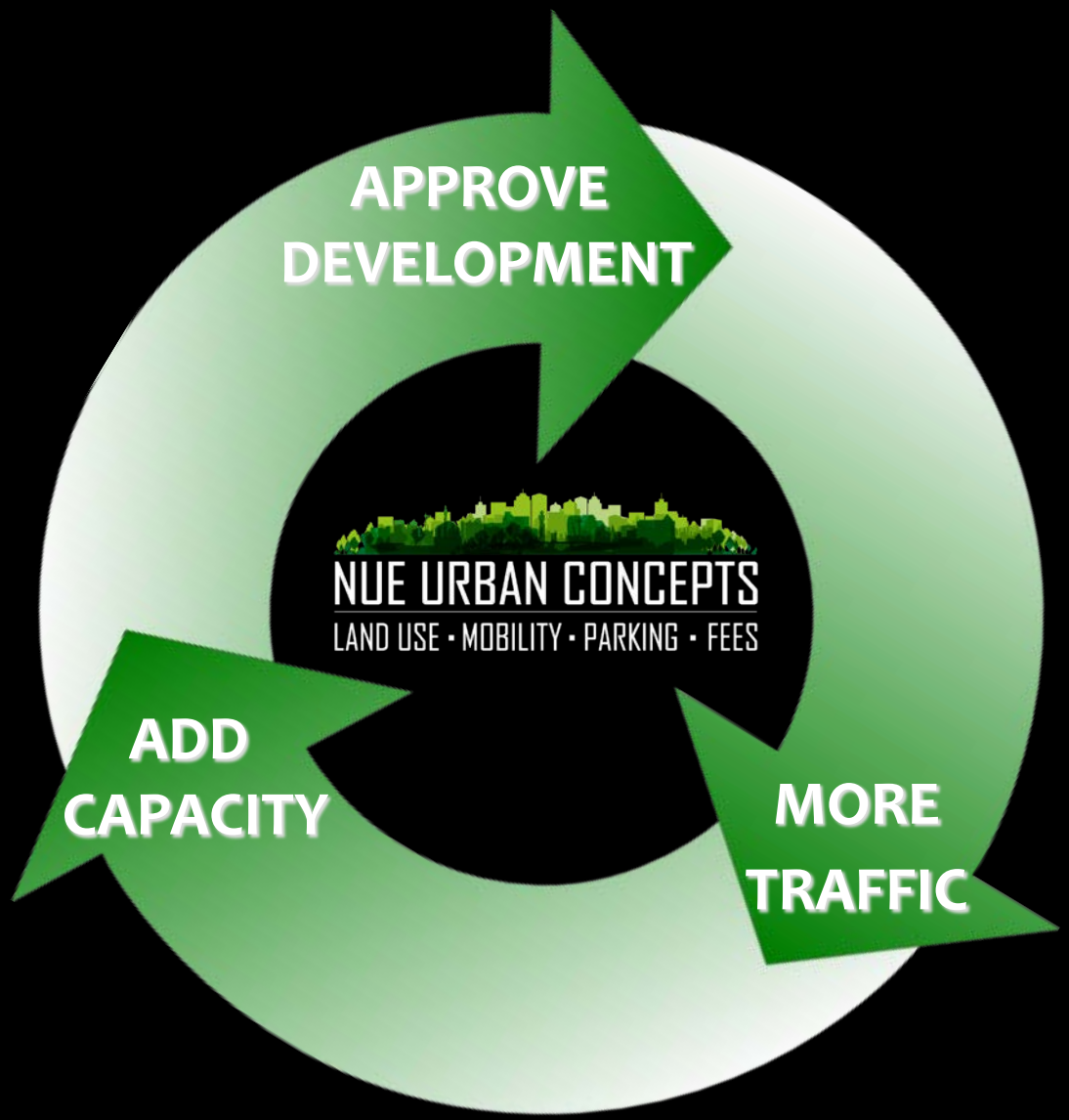
Transportation Concurrency & Proportionate Share



Chasing Road Capacity



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WALKING

CYCLING

MOVING PEOPLE PROVIDING CHOICES

TRANSIT

MICRO MOBILITY & LOW SPEED VEHICLE

SHARED MOBILITY

MOTOR VEHICLE

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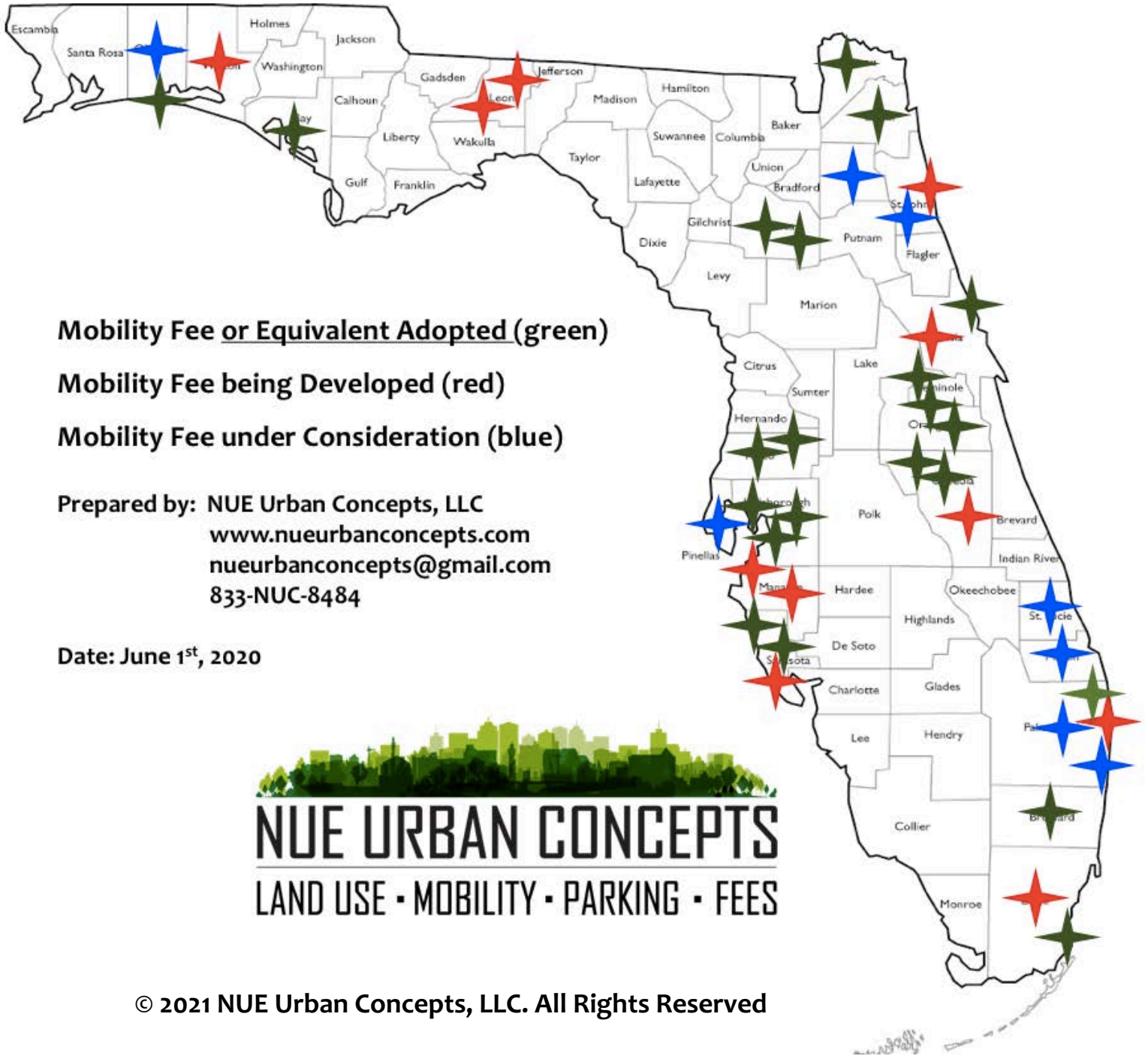
COUNTIES Compiled by NUE Urban Concepts, LLC as of 06-01-2020
1 – Alachua County Mobility Plan & Multi-Modal Transportation Mitigation
2 – Broward County Transportation Concurrency Assessment (Funds Transit)
3 – Hillsborough County Mobility Fee – No mobility plan
4 – Nassau County Mobility Fee – No mobility plan
5 – Osceola County Mobility Plan & Mobility Fee
6 – Pasco County Multimodal Mobility Fee – No mobility plan
7 – Duval County / Jacksonville Mobility Fee – No mobility plan
8 – Sarasota County Mobility Plan & Mobility Fee (Adopted 2015, being updated 2020)
9 – Walton County Mobility Plan & Mobility Fee – under development / in progress
10 – Leon County Mobility Plan & Mobility Fee – under development / in progress
11 – Manatee County Mobility Fee – under development / in progress – No mobility plan
11 – Pinellas County Mobility Fee – under consideration – No mobility plan
13 – Miami Dade County Mobility Plan & Mobility Fee – RFQ Issued *Revised 6/1/2020 – Started - Selected Renaissance Planning as Prime & NUE Urban Concepts as sub
14 – Martin County Mobility Fee – RFQ Issued
15 – St. Lucie County Mobility Fee – RFQ Issued
16 – St. Johns County Mobility Plan & Mobility Fee – under consideration
17 – Okaloosa County Mobility Plan & Mobility Fee – Preparing RFQ *Revised 6/1/2020 – Selected NUE Urban Concepts
18 – Clay County - RFQ Issued

CITIES – Compiled by NUE Urban Concepts, LLC as of 06-01-2020
1 – Altamonte Springs Mobility Plan & Fee (Adopted 2015, Updated 2020)
2 – Destin Multimodal Transportation District (MMTD)
3 – Gainesville Transportation Mobility Program
4 – Jacksonville Mobility Fee
5 – Jacksonville Beach Mobility Fee
6 – Kissimmee Multimodal Transportation District (MMTD)
7 – Maitland Mobility Plan & Fee
8 – Casselberry Mobility Fee
9 – Miami Lakes Mobility Fee
10 – Orlando Multimodal Transportation Impact Fee
11 – Ormond Beach Multimodal Transportation Impact Fee
12 – Panama City Multimodal Transportation District (MMTD)
13 – Plant City Transportation Mobility Fee
14 – Miami Beach Mobility Plan & Fee
15 – Sarasota Multimodal Fee
16 – Tampa Multimodal Impact Fee
17 – Tarpon Springs Multimodal Transportation District MMTD
18 – Dade City Multimodal Transportation Impact Fee
19 – Palm Beach Gardens Mobility Plan & Fee
20 – DeBary Mobility Plan & Fee
21 – St. Augustine Mobility Plan & Fee – under development / in progress
22 – West Palm Beach Mobility Plan & Fee – under development / in progress
23 – St. Cloud Mobility Plan & Fee – under development / in progress
24 – Tallahassee Mobility Plan & Fee – under development / in progress
25 – Bradenton Mobility Plan & Fee – under development / in progress
26 – North Port – under development / in progress
27 – Delray Beach – under consideration (developing RFQ)
28 – Boynton Beach – under consideration (filed Comprehensive Plan Amendment)
29 – Royal Palm Beach – under consideration (status not known)
30 – Wellington Multimodal Transportation Impact Fee City Roads Only (under consideration)



Mobility Fee or Equivalent Adopted (green)

Mobility Fee being Developed (red)

Mobility Fee under Consideration (blue)

Prepared by: NUE Urban Concepts, LLC
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nueurbanconcepts@gmail.com
833-NUC-8484

Date: June 1st, 2020

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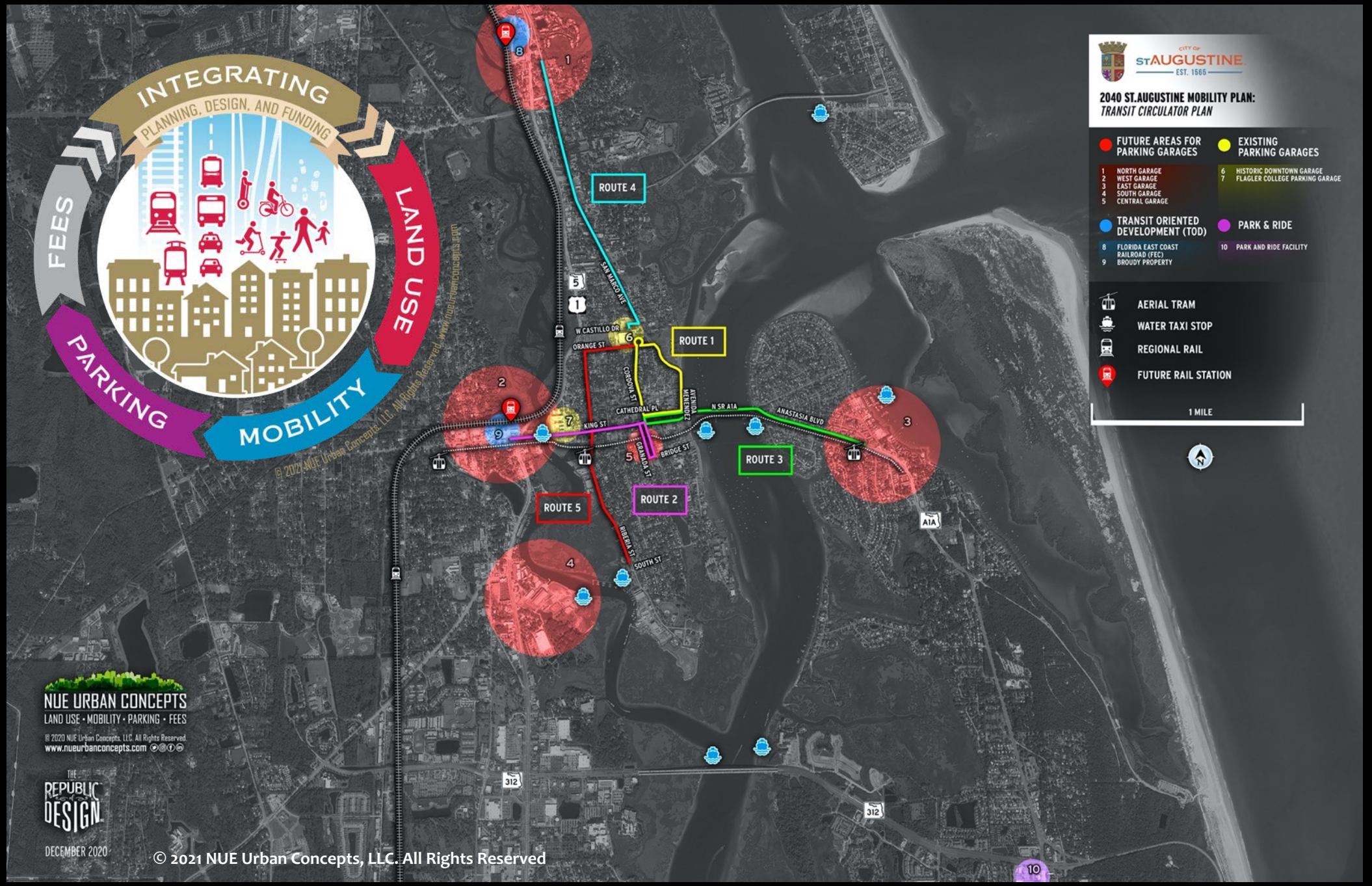
Steps towards Ft. Pierce Mobility Plan & Mobility Fee


INTEGRATING
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CITY OF ST AUGUSTINE EST. 1565
2040 ST.AUGUSTINE MOBILITY PLAN:
TRANSIT CIRCULATOR PLAN
FUTURE AREAS FOR PARKING GARAGES
1 NORTH GARAGE
2 WEST GARAGE
3 EAST GARAGE
4 SOUTH GARAGE
5 CENTRAL GARAGE
EXISTING PARKING GARAGES
6 HISTORIC DOWNTOWN GARAGE
7 FLAGLER COLLEGE PARKING GARAGE
TRANSIT ORIENTED DEVELOPMENT (TOD)
8 FLORIDA EAST COAST RAILROAD (FEC)
9 BROUDY PROPERTY
PARK & RIDE
10 PARK AND RIDE FACILITY
AERIAL TRAM
WATER TAXI STOP
REGIONAL RAIL
FUTURE RAIL STATION
1 MILE
N
ROUTE 1
ROUTE 2
ROUTE 3
ROUTE 4
ROUTE 5
SAN MARCO AVE
W CASTILLO DR
ORANGE ST
CORDOVA ST
CATHEDRAL PL
AVENIDA MENENDEZ
N SR A1A
ANASTASIA BLVD
KING ST
BRIDGE ST
GRANADA ST
RIBERIA ST
SOUTH ST
A1A
312
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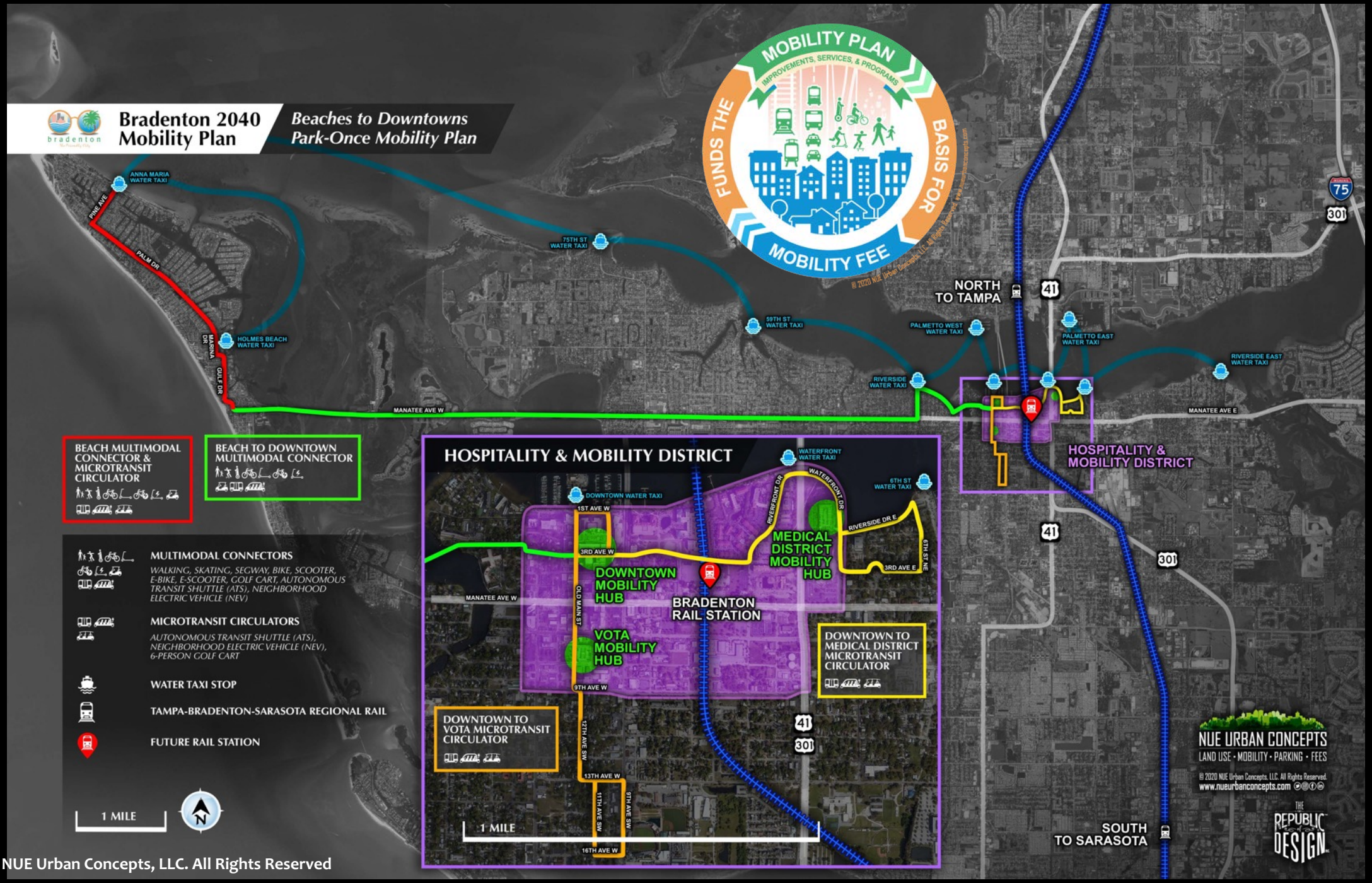

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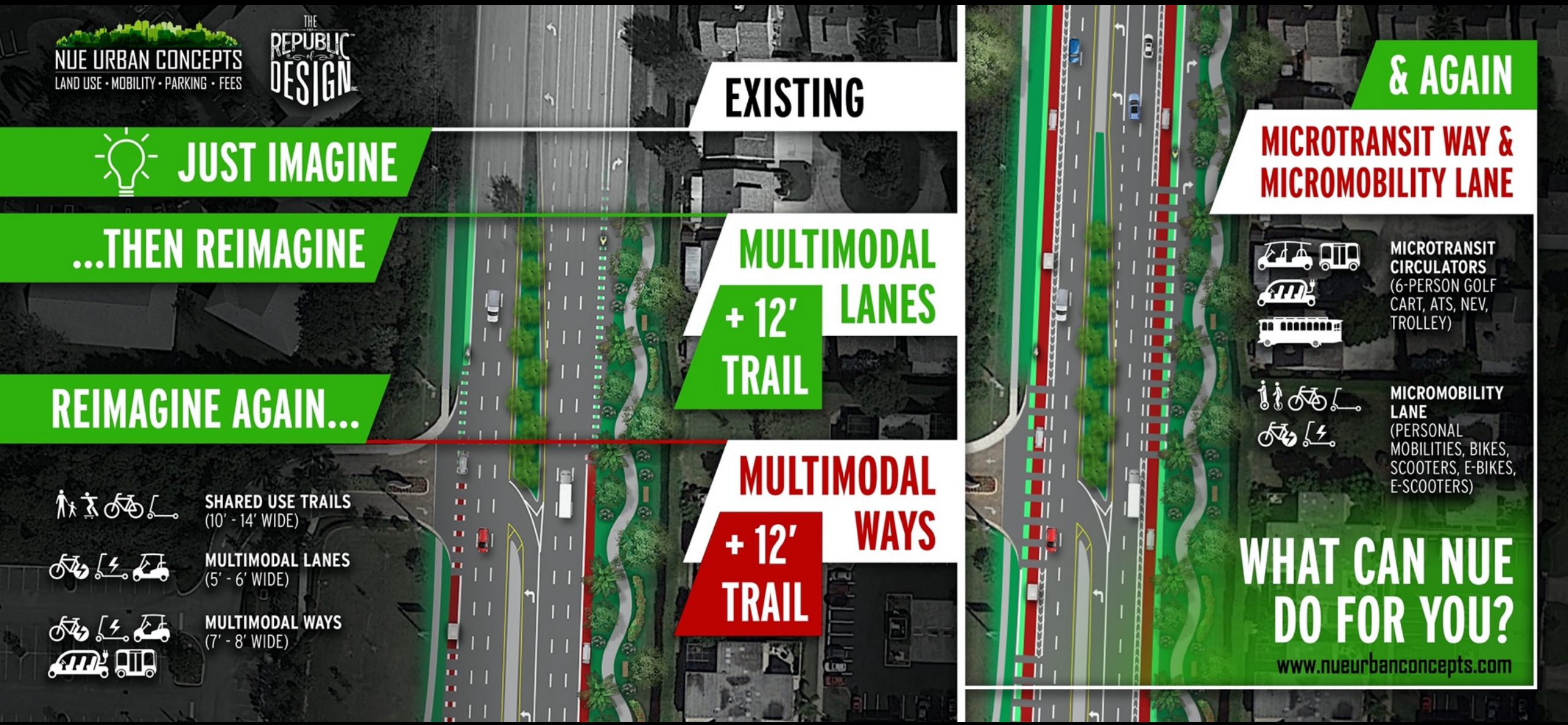
Reimaging a 6 (Six) Lane Arterial Near You



Real Arterial just west of I-95 in PBC

Micromobility

Hoverboards

Segways

e-scooter

e-skateboard

UniCycle

OneWheel

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The Next Generation of Bicycles

Copenhagen Wheel

E- Bike

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Shared Mobility

Bike Sharing

e-scooter share

Car pool

Car Sharing

Ride Hailing

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Golf Carts & Low Speed Vehicles

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Commuter & High Speed Rail

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Water Taxi & Ferry

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Gondolas (Aerial Trams)

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Autonomous Vehicles & Autonomus Transit

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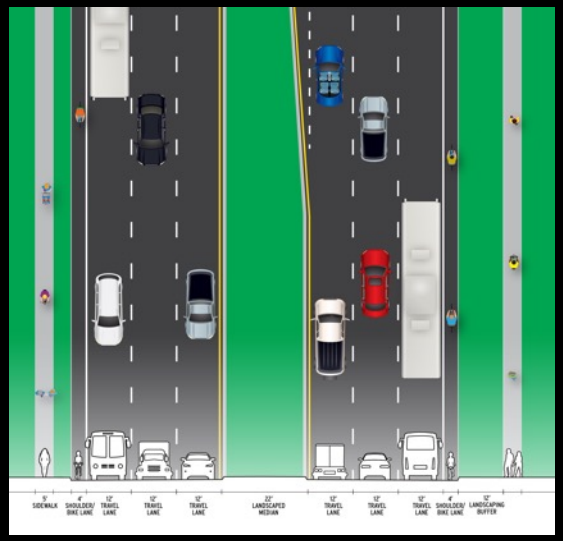
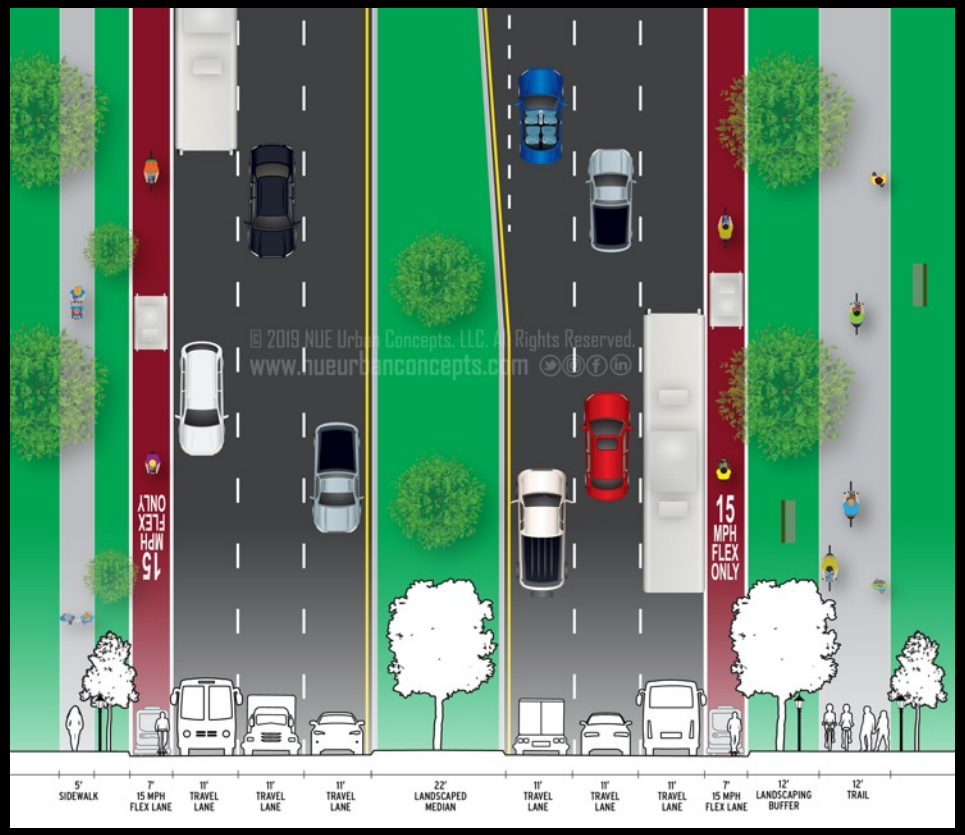
Complete Streets





Reimagining Roads (aka Road Diets)

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21st Century Mobility

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Reimagine ROW for Personal Mobility

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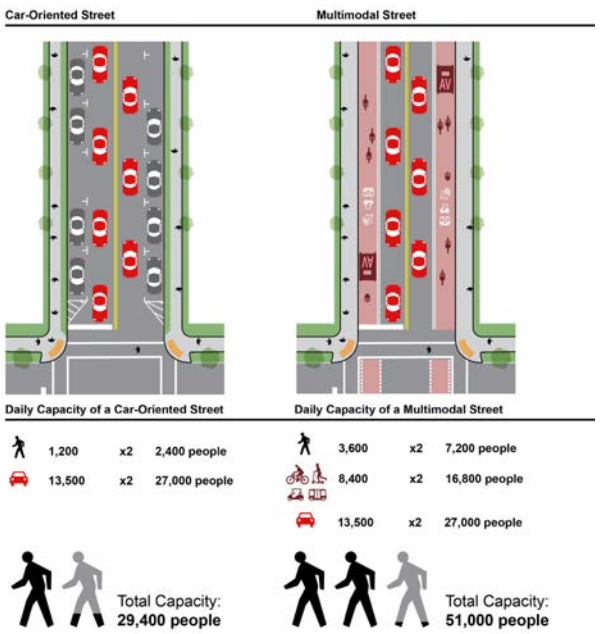
BEFORE

AFTER



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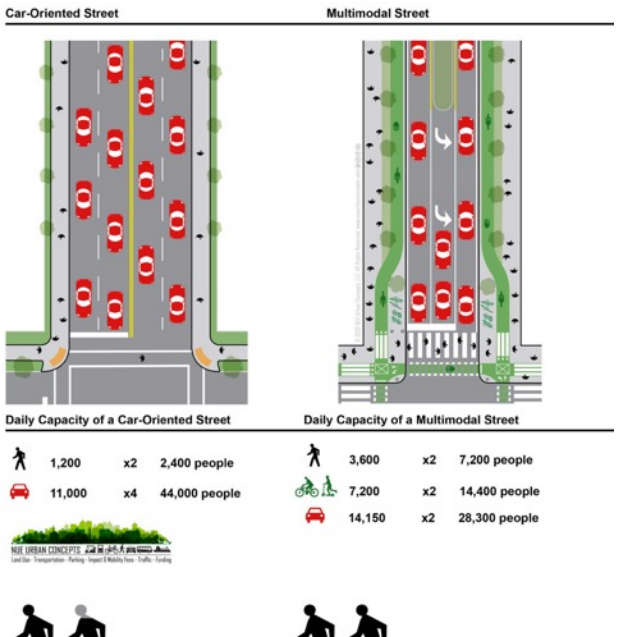
BEFORE

AFTER



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LAND USE • MOBILITY • PARKING • FEES

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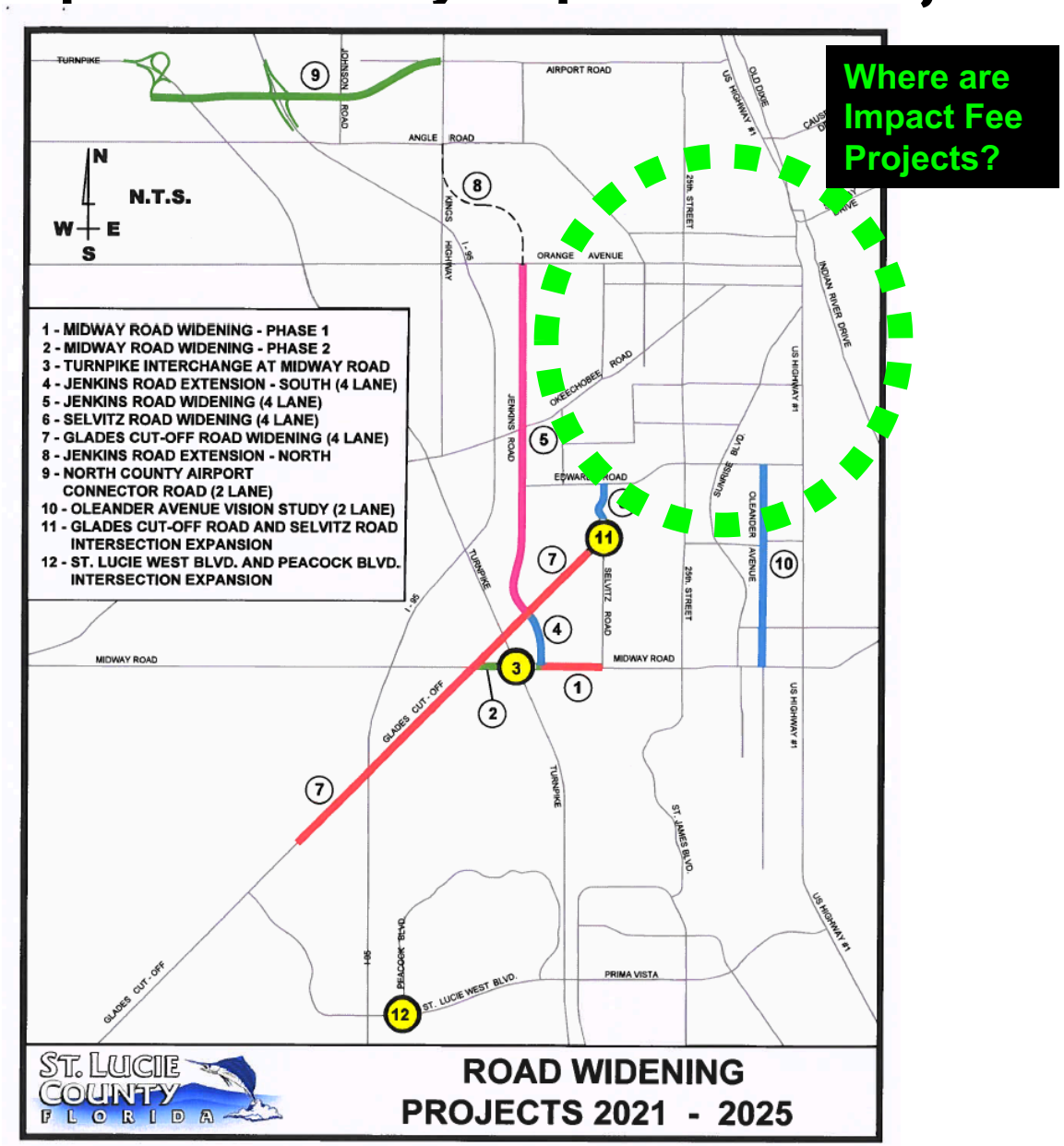
County & City Road Impact Fees

Single Family (2,500 sq. ft. or less)	$5,130 + $586 = $5,716
Single Family (2,500 sq. ft. or more)	$6,365 + $630 = $6,995
Townhouse (1,500 sq. ft. or more)	$4,456 + $452 = $4,908
Multi-Family (750 sq. ft. to 1,499 sq. ft.)	$2,940 + $452 = $3,392
Office (per 1,000 sq. ft.)	$3,718 + $998 = $4,716
Commercial (per 1,000 sq. ft.)	$6,341 + $1,026 = $7,367
Industrial (per 1,000 sq. ft.)	$1,103 + $442 = $1,545

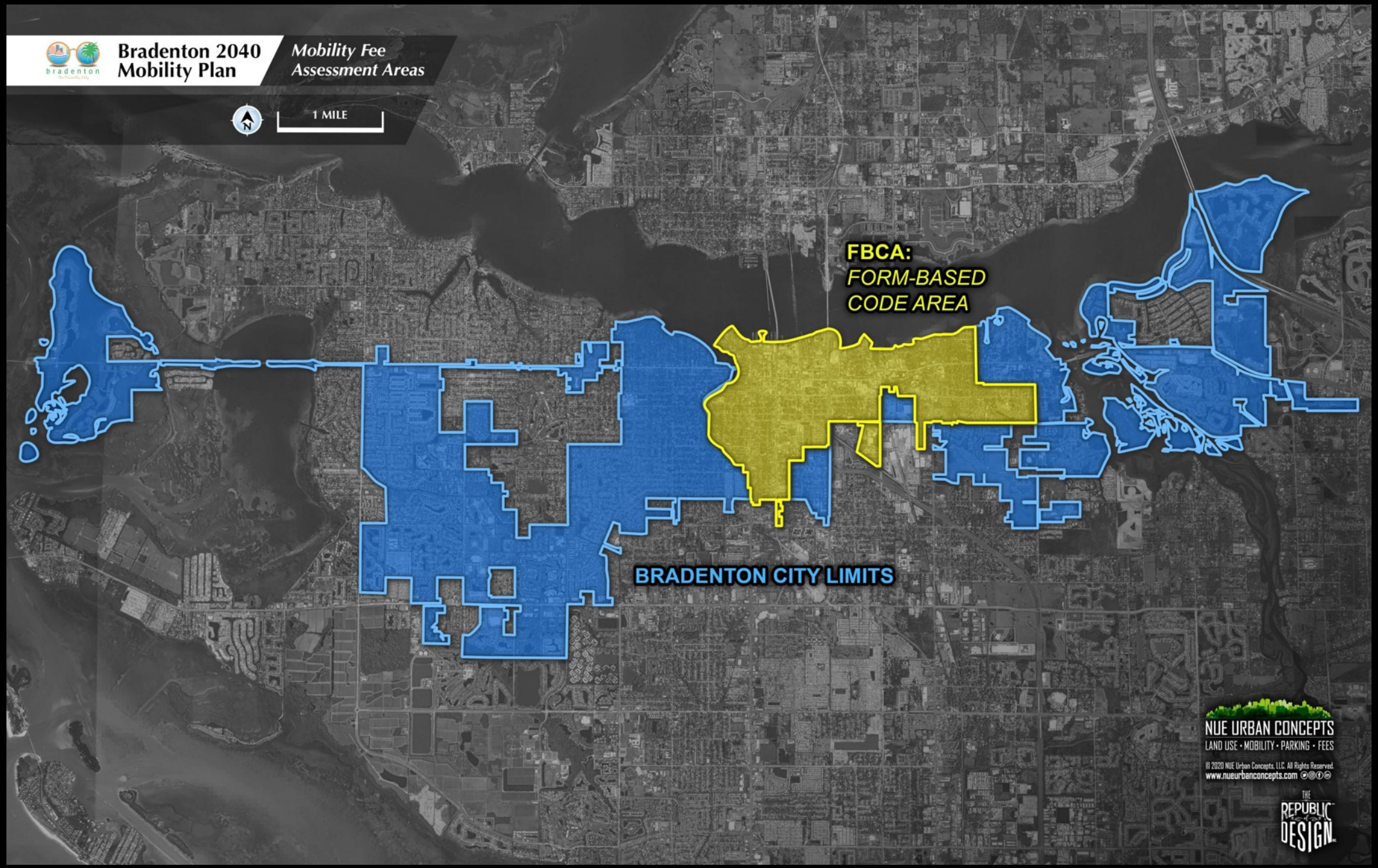
Proposed County Impact Fee Projects



2045 LRTP Projects

2045 LRTP Bike / Ped Projects

2045 LRTP Transit Projects


Bradenton 2040
Mobility Plan
Mobility Fee
Assessment Areas
1 MILE
FBCA:
FORM-BASED
CODE AREA
BRADENTON CITY LIMITS
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City of Bradenton: Assessment Areas & Per Sq. Ft. Fee

DRAFT CITY OF BRADENTON MOBILITY FEE SCHEDULE (1/21/2020)			
Types of Categories & Land Uses Per Category	Within FBC	Outside FBC	Annexed Areas Outside FBC
	FBC = Form Based Code Area		
Residential & Lodging Uses			
Residential per sq. ft.	$ 0.72	$ 0.96	$ 1.18
Overnight Lodging (Bed & Breakfast / Inn / Motel / Hotel / Resort) per room	$ 967	$ 1,276	$ 1,571
Recreational Vehicle Park (RVs / Tiny Homes on Wheels / Travel Trailers) per space / lot	$ 545	$ 720	$ 886
Institutional Uses per sq. ft.			
Community Serving (Day Care / Place of Assembly or Worship / Private School)	$ 0.61	$ 0.82	$ 0.98
Long Term Care (Assisted Living / Congregate Care / Nursing Homes)	$ 0.72	$ 0.95	$ 1.16
Industrial Uses per sq. ft.			
Industrial (Brewing / Distribution / Manufacturing / Utility / Warehousing)	$ 0.41	$ 0.59	$ 0.71
Mini Warehouse (plus Boat / Car / RV Storage & Other Outdoor Storage) [1]	$ 0.18	$ 0.22	$ 0.24

City of Bradenton: Assessment Areas & Per Sq. Ft. Fee

DRAFT CITY OF BRADENTON MOBILITY FEE SCHEDULE (1/21/2020)			
Types of Categories & Land Uses Per Category	Within FBC	Outside FBC	Annexed Areas Outside FBC
	FBC = Form Based Code Area		
Recreation Uses			
Marina per berth	$ 170	$ 227	$ 284
Outdoor Commercial Recreation (Golf / Multipurpose Recreation / Sports) per acre	$ 1,012	$ 1,347	$ 1,690
Indoor Commercial Recreation (Fitness / Gym / Health / Sports) per sq. ft.	$ 1.45	$ 1.93	$ 2.42
Office Uses per sq. ft.			
Office (Bank / General / Higher Education / Professional)	$ 1.12	$ 1.62	$ 1.95
Medical Office (Clinic / Doctor / Dentist / Emergency / Hospital / Veterinary)	$ 1.89	$ 2.98	$ 3.33
Commercial & Retail Uses			
Retail (Entertainment / Restaurant / Sales / Services / Vehicles) per sq. ft. [2]	$ 2.61	$ 3.49	$ 4.08
Motor Vehicle & Boat Cleaning (Detailing / Wash / Wax) per stall	$ 4,670	$ 5,813	$ 6,225
Bank Drive-Thru Lane or Free-Standing ATM per lane / ATM [3]	$ 6,777	$ 8,436	$ 9,034
Quick Service Restaurant Drive Thru per drive-thru lane [4]	$ 15,866	$ 21,497	$ 25,717
Motor Vehicle Fueling per fueling position [5]	$ 7,830	$ 9,747	$ 10,438

Questions or Comments?

Jonathan B. Paul, AICP
Principal

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nueurbanconcepts@gmail.com www.nueurbanconcepts.com 833-NUC-8484

City Commission Regular Meeting - 6:00 pm **11. d.**

Meeting Date: 05/03/2021

Re: 2021 PSA Grant Approval

Submitted For: Sheila Wise, Reporting and Grants Specialist, Finance Department

SUBJECT:

Approval of Communitywide Council Recommendation for the program year 2020-2021 Public Service Grant Awards to five (5) entities in the total amount of $23K.

SUMMARY:

Communitywide Council scored (5) Public Service Grant applications on March 10, 2021. Attached, please find: list of applicants and suggested grant awards, copies of proposed awardees grant applications, and the template for the Contractual Agreement that will be used for each recipient.

RECOMMENDATION:

Approve Communitywide Council's recommendations for the 2020-2021 Public Service Grant Awards and the template for the Contractual Agreement that will be used for each recipient based on the Legal Department's approval for Form and Correctness.

ALTERNATIVES:

Do not approve Communitywide Council's recommendations and/or the Contract Agreement template.

RESPONSIBLE STAFF:

Sheila Wise, Reporting & Grants Specialist

COORDINATED WITH:

Caleta Scott, Manager, Grants Administration Division

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2020-2021
Account:	10390025548415
Amount:	$23,000.00

OTHER INFORMATION:

FISCAL IMPACT: Y

Attachments

CWC Award Recommendation

St. Lucie Habitat App

St. Lucie Sheriff PAL App
St. Mark Education App
Treasure Coast Food App
Treasure Coast Elite App
PSA Contract Template

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	04/21/2021 02:51 PM
City Manager	Nick Mimms	04/27/2021 07:00 PM
Form Started By: Sheila Wise		Started On: 04/21/2021 10:11 AM
Final Approval Date: 04/27/2021		

2021 PUBLIC SERVICE GRANTS—CWC AWARD RECOMMENDATIONS

APP #	ORGANIZATION NAME / PROJECT TITLE	Score	AMT Requested	Suggested Award Amount
1	St. Lucie Habitat for Humanity	106.8	5K	$5,000
2	St. Lucie Sheriff's PAL	85.8	5K	$3,000
3	St. Mark Educational Center	88.2	5K	$5,000
4	Treasure Coast Elite	75.8	5K	$5,000
5	Treasure Coast Food Bank	87.0	5K	$5,000
6				
7				
8				
9				
10				
Totals				$23,000.00

Received
FEB 05 2021
10:01 AM
Grants Administration

2020-2021
Public Service Grant Opportunity

Application

Application Open Date – January 11, 2021

Application Due – 3:00pm, February 5, 2021

Grant Amount Requested: $ $5,000

Received
Date and Time Stamp
FEB 05 2021
Grants Administration
(Do Not Write in This Box)

2020-2021 PUBLIC SERVICE GRANT APPLICATION

Organization Legal Name: St. Lucie Habitat for Humanity

Mailing Address: 702 South 6th Street, Fort Pierce, FL 34950

Physical Address: 702 South 6th Street, Fort Pierce, FL 34950

Contact Person: Melissa Winstead Title: Development Director

BEST CONTACT Phone Number: 772.464.1117, ext 103 Email Address: Melissa@StLucieHabitat.org

Website Address: www.StLucieHabitat.org

LEGAL STATUS OF ORGANIZATION:

(X Incorporated, Not-for-Profit - Month and Year of incorporation/creation: 12/18/1995

☒ **INCLUDE COPY OF CURRENT 501(c)(3) DOCUMENTATION FROM INTERNAL REVENUE SERVICE.**

==========

Person Authorized to Sign on Behalf of this Organization. Signature Must Be Notarized.

Robert D. Calhoun Today's Date: 2/1/2021

Signature

Print Name: Robert D. Calhoun Title: Executive Director

Telephone Number: 772.464.1117, ext 112 Email Address: BCalhoun@StLucieHabitat.org

==========

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

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

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 01 day of FEBRUARY, 20 21.

NOTARY PUBLIC STATE OF FL

My Commission Expires: OCTOBER 01, 2023

TONYA R. MILLS
Notary Public-State of Florida
Commission # GG 918275
My Commission Expires
October 01, 2023

PLEASE SUBMIT ONE COMPLETE SCANNED APPLICATION via email to:
grantsadministration@cityofortpierce.com

2020-2021 PUBLIC SERVICE GRANT APPLICATION

PLEASE NOTE: INFORMATION MUST BE LEGIBLE.

1. Describe your organization and list your Mission Statement.
   St. Lucie Habitat for Humanity (SLHFH) is an affiliate of Habitat for Humanity, and operates as a 501(c)3 nonprofit organization creating homeownership opportunities for low income people in St. Lucie County. Habitat for Humanity's mission is to bring people together to build homes, communities, and hope.

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.
   Since 1996, SLHFH has built or rehabbed 78 homes and repaired 130 homes in St. Lucie County. 50 new home construction/rehabs, and 74 home repairs were completed in Fort Pierce. We work in partnership with qualified individuals who are ready for homeownership, or are in need of critical repairs to their existing home. All Habitat homeowners complete a financial education program that helps them build a solid foundation for long-term personal success. Habitat keeps homes affordable through vehicles such as low to no-interest mortgages, recruiting volunteers, and seeking donations of building materials.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

Program Year	Amount	Purpose
2019-20	N/A	
2018-19	N/A	
2017-18	N/A	

   Please Note: Organizations/Applicants who have received funding for three consecutive years WILL NOT RECEIVE PRIORITY in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

   N/A

5. What is your organization's annual budget? Describe how your organization is currently funded.

   SLHFH's annual budget is $2,273,000. Funding comes from Habitat homeowners mortgage payments that are recycled back into the Habitat program to help build the homes of future homeowners. Home sponsors, individual supporters, companies, faith partners, and the profits from our Habitat ReStores also help fund our work.

6. Do the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency?
   If you answered Yes, how do your services compliment their offerings? If yes, explain.
   How are your services different? No. St. Lucie Habitat for Humanity serves as the lender, home builder, and provider of financial education for Habitat homeowners. Our programs are self-help programs that provide a hand up, not a hand out. Habitat for Humanity empowers families with the necessary tools they need to take control of their future. We work to eliminate the barriers to a better, healthier, more financially stable life.

7. Project Name (please keep it short): St. Lucie Habitat Hialeah Drive Project

2020-2021 PUBLIC SERVICE GRANT APPLICATION

Department of Housing and Urban Development (HUD) 2020 Income Limits								
Number of People Living in Household	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Extremely Low Income	14,600	17,240	21,720	26,200	30,680	35,160	39,640	44,120
Very Low Income	24,350	27,800	31,300	34,750	37,550	40,350	43,100	45,900
Low Income	38,900	44,450	50,000	55,550	60,000	64,450	68,900	73,350

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)
   X **Area benefit** activity (the activity benefits/is open to everyone in a particular low-income neighborhood or geography)
   □X**Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)
   □ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

   __X Benefit low to moderate-income persons.

   __X_ Help in the prevention of slums or blight; and/or

   ___X Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

    A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed: Intended beneficiaries of this program are Fort Pierce residents earning 80% or less of the area median income. Through our program application process, we are able to ensure that our target population is reached.

    B. If the project will provide an **"Area Benefit",** please clearly define the geographic area to be served by the proposed activity. Include a map, if necessary. St. Lucie Habitat for Humanity serves the low income population of Fort Pierce, Port St. Lucie, and other residents of St. Lucie County.

    C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined. 100% of the people assisted through this program will be low income. Income levels are determined/ verified through paystubs, tax returns and W-2s, bank statements, and verification of employment.

D. If a project will provide a **"Presumed Benefit",** please identify the group(s):

__ Abused Children
__X Lower Income Senior Citizen
__ Elderly
__ Homeless
__X Lower Income Youth
__ Illiterate Adults
__ Migrant Farm Workers
__ Persons with HIV/AIDS
__ Severely Disabled Adults
__ Severely Disabled Children/Youth
__X Other - Low income adults, and positive impact to the immediate neighborhood through our home investment.

11. Describe the existing problems or needs to be addressed by this program/project.
A 2018 report by United Way found that 46% of St. Lucie County residents are cost of home burdened. Since there is not enough affordable housing for our growing workforce, renters are forced to pay more than 30% of their monthly income on housing-often upwards to 50%. Low income renters in Fort Pierce identify "saving for a down payment", and "qualifying for a traditional mortgage" as their greatest barriers to homeownership.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above. 1. Partner with the family that was selected from the pool of applicants 2. Work with the family on financial education, home care, and sweat equity hours earned. 3. Family maintains their qualifications for homeownership. 4. Home is built and sold to Habitat homeowner. Partnering with local families on building affordable housing frees up rental units for other families who need it and adds to local property taxes as more renters become homeowners. Typically, down payment and closing costs can be 3% to 25% of the price of a home, putting homeownership out of reach for many households. Habitat requires lower down payments and closing costs than standard lending practices and Habitat establishes flexible payment arrangements.

13. List the physical addresses where your proposed project activities (listed in #12 above) will take place. Use street addresses within the City limits of Fort Pierce.
Currently, St. Lucie Habitat for Humanity is building homes at these addresses: 5703 Hickory Drive, Fort Pierce, 103 Hialeah Drive, Fort Pierce, and 5715 Palm Drive, Fort Pierce. The home on Hialeah Drive is the project we are seeking City funding to help build.

14. List this project's measurable goals and objectives, as well as the date(s) when each will be met. Two specific measurable goals of this project are: economic impact and financial stability & wealth building. Economic impact is seen throughout all stages of Habitat's home construction and repair programs as we hire local businesses and contractors to complete numerous aspects of each project. Financial stability and wealth building is a two stage objective that begins with education and hard work as our future homeowners work toward paying off debt, curbing expenses, and saving for their closing costs. These learned skills translate into long-term wealth building habits as our Habitat homeowners experience the long-term benefits of paying a monthly mortgage they can afford.

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)
Habitat for Humanity tracks results based on our homeowners continued ability to pay their monthly mortgage. In addition, accurate record keeping of the costs of our home building and repair programs are used to track the results of the economic impact made by building and repairing affordable homes in Fort Pierce and the rest of St. Lucie County.

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)
The Habitat Homeownership program averages 40 to 50 applicants per cycle. The racial and ethnic make-up averages as follows: 55% Black/African American, 15% Hispanic/Latino, 25% White, and 5% Asian and Native American. Habitat family partners must be: willing to work sweat equity (help build their home or the homes of other Habitat program participants); able to pay an affordable mortgage (no more than 30% of their monthly income); and demonstrate need (overcrowded housing, rent too expensive, or sub-standard housing).

17. Amount of Grant Funds requested in this application: 5,000.00
    Amount of other funds secured for this program/project: 10,940.00
    Amount of other funds earmarked for the program/project: 190,530.00
    Total amount needed to complete this program/project: 206,470.00

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:
    In the event St. Lucie Habitat for Humanity is not fully funded, we will utilize funding that is currently in reserve for upcoming/ our next home building.

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?
    St. Lucie Habitat for Humanity has been building and repairing homes in St. Lucie County for 25 years and it is our intention to continue partnering with families in need of affordable housing until there are no longer families in need of our service. If funds are not available from the City of Fort Pierce in future years, our capacity to support the housing needs of low income people will be lessened; however, we will continue to seek funding from other sources. Safe, decent, affordable housing is key to building strong communities and St. Lucie Habitat for Humanity welcomes support and partnership from the City of Fort Pierce.

20. Select every qualifier below that best describes your project.

- X Improve or enhance education opportunities
- X Improve or enhance job training opportunities
- X Improve or enhance employment opportunities
- __ Promote cultural diversity
- X Promote outdoor activities and a healthy lifestyle
- X Spur interest and participation in neighborhood improvement activities
- X Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods
- X Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community
- X Instill and foster community pride
- X Promote neighborhood beautification and revitalization
- __ Promote activities that protect the environment
- X Discourage adverse activity such as crime, drug use, and vandalism
- X Inspire and support the healthy development of youth

2020-2021 PUBLIC SERVICE GRANT APPLICATION

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

Improve or enhance education opportunities: Parents who pay an affordable mortgage have more money to invest in advanced degrees and children living in stable homes (not moving from place to place) perform better in school, have higher graduation rates, and are more likely to attend college or vocational education.
Improve or enhance job training opportunities: Workers who live without the fear of rent increases and relocation perform better on the job, making them more invested in advancing their careers.
Improve or enhance employment opportunities: People who are less transient due to their stable housing are more likely to be offered better wages and employment opportunities.
Promote outdoor activities and a healthy lifestyle: Children can run and play outside and develop childhood friendships when they live in safe neighborhoods.
Spur interest in neighborhood improvement activities: Habitat for Humanity revitalizes neighborhoods in every state in our country as well as in 70 countries around the world.
Encourage citizen involvement...leverage resources: Habitat's mission is to bring people together to build homes, communities, and hope, all while leveraging Habitat's mortgage porfolio to secure additional funding to invest in communities.
Encourage partnerships between City Hall, residents and other community...St. Lucie Habitat encourages City employees and residents to volunteer at the Habitat construction site - we can organize a Fort Pierce Build day!
Instill and foster community pride: New homes change a community's landscape and home repairs revitalize neighborhoods and bring pride of ownership to homeowners.
Discourage adverse activity...: When neighbors are proud of their community they take ownership and develop programs to keep out crime, drugs, and vandalism.
Healthy development of youth: Studies show that Habitat kids grow up with a greater sense of community and giving back and helping others, and their parents have more money for healthy food.

22. Date project to begin: Date: under construction

Date project to be completed: Date: close in September

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2020-2021" on Page 4 of the Grant Guidance.

The Habitat for Humanity Homeownership program requires applicants to cover the costs of their credit report. If accepted into the program, prospective homeowners must pay a $750 processing fee. Additionally, homeowners are required to save for their closing costs and pay an ffordable, monthly mortgage.

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed, or disability. How will your project comply with this expectation?

St. Lucie Habitat is an equal opportunity housing lender serving all persons, regardless of race, color, religion, sex, handicap, familial status, or national origin.

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

Habitat for Humanity is a global nonprofit Christian housing organization. All who desire to be a part of this work are welcome, regardless of religious preference or background. We have a policy of building with people in need regardless of race or religion, and through our advertising and promotional efforts, we welcome volunteers and supporters from all backgrounds.

26. List the locations throughout the community, as well as online, where your program is advertised:

We advertise our work on our social platforms: Facebook, Instagram, Twitter, and YouTube as well as on our website and through electronic newsletter communications sent by Habitat and All Things Treasure Coast, TCPalm, and Knowhere Briefing when appropriate.

26. Provide a COMPLETE, detailed budget for **THIS** project in the budget chart below. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    NOTE: Volunteer Hours may be calculated at $12/hour.

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

St. Lucie Habitat For Humanity, Inc.

103 Hialeah Avenue Budget

	Est. Cost	City Grant	Other Committed Funds and/or In-Kind	SOURCE of Other Committed Funds and/or In-Kind
Service				
100.00 (Property Purchase)	9,500.00		9,500.00	Edward & Helen Didero 8/18/2017
101.00 (Design)	3,500.00			
102.00 (Surveying)	750.00			
103.00 (Impact Fees)	16,000.00			
104.00 (Permits)	650.00			
105.00 (Septic/well/tap fees)	9,000.00			
106.00 (Site Prep)	13,500.00			
107.00 (Foundation , Slab, Floors)	30,500.00			
108.00 (Exterior Walls)	1,500.00			
109.00 (Roof Frame)	12,550.00			
110.00 (Roofing Labor & Mat'l)	7,500.00			
112.00 (Exterior Windows & Doors)	4,800.00			
113.00 (Exterior Finish)	4,000.00			
114.00 (Shutters)	100.00			
115.00 (Utility Connection)	2,500.00			
116.00 (Plumbing)	8,000.00			
117.00 (Electrical)	7,000.00			
118.00 (Electrical Fixtures)	2,000.00			
119.00 (HVAC)	5,600.00			
121.00 (Insulation)	1,700.00			
122.00 (Drywall)	9,750.00			
123.00 (Interior Doors & Trim)	1,500.00			
124.00 (Cabinets & Tops)	6,000.00			
125.00 (Painting)	1,500.00			
126.00 (Interior Finishes)	900.00			
127.00 (Floor Covering)	10,500.00			
128.00 (Appliances)	3,500.00			
130.00 (Driveway & Walks)	9,000.00			
131.00 (Landscaping)	5,170.00	5,000.00		
133.00 (Dumpster)	2,000.00			
136.00 (Utility Usage)	800.00			
138.00 (Property Taxes)	100.00			
139.00 (Miscellaneous)	100.00			
140.00 (Labor)	15,000.00		1,440.00	SLC Sheriff's Office
TOTAL	**206,470.00**	**5,000.00**	**10,940.00**	

27. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to the project, including all volunteers.

#1 Joseph Gianna, 772-464-1117, Joseph@StLucieHabitat.org, Construction Director, Resides in Vero Beach, Has 10+ years with Habitat, Project Manager,

#2 James Young, Construction Supervisor, Resides in Vero Beach, Has 5+ years with Habitat,

#3 Tonya Mills, 772-464-1117, Tonya@StLucieHabitat.org, Finance Manager, Resides in Fort Pierce, 15+ years in Financial Tracking & Reporting,

#4 Amanda Clothier, 772-464-1117, AClothier@StLucieHabitat.org, Volunteer & Construction Coordinator, Resides in Port St. Lucie, Volunteer Coordinator,

#5 Melissa Winstead,

772-464-1117, Melissa@StLucieHabitat.org, Development Director, Resides in Port St. Lucie, Has 10+ years in nonprofit management, Grant Writer.

28. Please attach **ALL** of the documents listed below to your application. Include a written explanation for EACH document not included:

- Articles of Incorporation and By-Laws or Sunbiz.org copy
- X Federal Tax-Exempt determination letter and Employee Identification Number
- X List of Board of Directors with contact information
- X Organizational Chart for your Organization
- X Board of Director's authorization to apply for this grant
- X Last three month's bank statements
- X Annual budgets for 2020-2021
- X Most recent audit report (if this is not available, provide written explanation)
- X Matching funds and In-Kind Services commitment documentation (Budget, #26)
- _ Three (3) Letters of Support for this project
-) Copy of advertisement for program
-) Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

END OF 2020-2021 PUBLIC SERVICE GRANT APPLICATION

Grant Amount Requested: $ 5,000

Date and Time Stamp
Received
FEB 05 2021
(Do Not Write in This Box)
Grants Administration

2020-2021 PUBLIC SERVICE GRANT APPLICATION

Organization Legal Name: Ft. Pierce Police Athletic League, Inc dba St Lucie Sheriff's PAL, Inc

Mailing Address: 4700 W Midway Road, Fort Pierce, FL 34981

Physical Address: 1963 S. US Highway 1, Fort Pierce, FL 34950

Contact Person: Lisa Johns-Grose Title: President

BEST CONTACT Phone Number: 772-370-1732 Email Address: htmonalisa@aol.com

Website Address: www.stluciesheriffpal.com

LEGAL STATUS OF ORGANIZATION:

(X) Incorporated, Not-for-Profit - Month and Year of incorporation/creation: 8/1995

☐ INCLUDE COPY OF CURRENT 501(c)(3) DOCUMENTATION FROM INTERNAL REVENUE SERVICE.

==========

Person Authorized to Sign on Behalf of this Organization. Signature Must Be Notarized.

Lisa M J Grose Today's Date: 2/4/21
Signature

Print Name: Lisa Johns-Grose Title: President

Telephone Number: 772-370-1732 Email Address: htmonalisa@aol.com

==========

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

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

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 4 day of February, 2021.

NOTARY PUBLIC Melissa Alexander

My Commission Expires: 7/23/22

MELISSA ALEXANDER
Commission # GG 213271
Expires July 23, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

PLEASE SUBMIT ONE COMPLETE SCANNED APPLICATION via email to:
grantsadministration@cityofortpierce.com

2020-2021 PUBLIC SERVICE GRANT APPLICATION

PLEASE NOTE: INFORMATION MUST BE LEGIBLE.

1. Describe your organization and list your Mission Statement.
   PAL's mission statement is: Filling Playgrounds, Not Prisons.
   PAL is a nationally approved juvenile crime prevention program that provides wholesome alternative activities, athletics, recreational, and tutorial/dropout prevention classes to create a bond between police officers and the youth in the community. PAL gives youth the opportunity to interact with law enforcement, so they understand that the law enforcement officers are here to help them and if they need one to call. Many youth in our community have the mindset that law enforcement officers are not to be trusted. PAL is a safe and nurturing place that youth can go to feel safe.
2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.
   PAL started as a small boxing club 25 years ago. Over the years, the boxing program has been a major part of the program. PAL currently has a coach that not only has coached boxing in the past, he is also a retire law enforcement officer. There are currently no boxing programs in the area that have law enforcement officers involved in their programs and interacting with the youth.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

Program Year	Amount	Purpose
2019-20	$1,500	Summer Activities - due to COVID-19 funds were limited and actual camps were closed - funds used for boxing and keeping the youth safe while participating
2018-19	$3,500	Summer Camp - scholarships, t-shirts, snacks & equipment
2017-18	$5,000	Summer Camp, - trips, scholarships, t-shirts & equipment

Please Note: Organizations/Applicants who have received funding for three consecutive years WILL NOT RECEIVE PRIORITY in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**
   PAL has done mostly summer camps for youth within the City. Due to COVID-19, last years summer camp was done for fewer youth and was used for boxing activities and keeping the youth safe while participating. This year PAL would like to do a camp geared to help youth learn various trades, how to make healthy choices, how to make smart choices and things to help them in life. This would involve inviting people from the community in to show the youth how to do certain things like changing a light bulb, how to exercise properly and use exercise equipment, what possibly foods are good choices, to check the oil in a vehicle, how to balance a check book, etc.

5. What is your organization's annual budget? Describe how your organization is currently funded.
   PAL's current budget is $58,192.00

   PAL is currently funded by membership dues, donations, fundraising and grants.

6. Do the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency? If you answered Yes, how do your services compliment their offerings? If yes, explain. How are your services different?
   Yes, Over the last couple of years there have been a few boxing clubs that have opened up in the area. Some of these gyms have participated in events held by PAL in the past.

   PAL's services are different from other boxing clubs, as PAL is the only organization that is trying to bridge the gap between youth and law enforcement officers in the community.

7. Project Name (please keep it short): Youth Enhancement Camp

2020-2021 PUBLIC SERVICE GRANT APPLICATION

Department of Housing and Urban Development (HUD) 2020 Income Limits								
Number of People Living in Household	1	2	3	4	5	6	7	8
Extremely Low Income	14,600	17,240	21,720	26,200	30,680	35,160	39,640	44,120
Very Low Income	24,350	27,800	31,300	34,750	37,550	40,350	43,100	45,900
Low Income	38,900	44,450	50,000	55,550	60,000	64,450	68,900	73,350

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)
   - ☐ **Area benefit** activity (the activity benefits/is open to everyone in a particular low-income neighborhood or geography)
   - ☒ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)
   - ☐ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

   _X_ Benefit low to moderate-income persons.

   ___ Help in the prevention of slums or blight; and/or

   ___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

    A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

    The beneficiaries of this program would be the low income participants that would like to participate in PAL's summer camp program and cannot afford the camp fee. All camp participants will be required to complete the enrollment application which collects information such as family size and household income. This information will assist us in making sure low-income participants have the opportunity to participate and allows PAL to identify participants that may qualify for scholarships.

    B. If the project will provide an **"Area Benefit"**, please clearly define the geographic area to be served by the proposed activity. Include a map, if necessary.

    N/A

    C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

    This project will benefit "Limited Clientele". PAL's programs are specified for youth only and the boxing program is specified for youth ages 8 - 18. The majority of PAL's participants are currently in the "very low to low" income bracket below. Even though the boxing program is for ages 8 - 18, PAL is setting the age for the summer camp at 10 - 17 given some of the content that will be discussed in some of the programs may not be appropriate for the younger youth.

D. If a project will provide a **"Presumed Benefit"**, please identify the group(s):

__ Abused Children	__ Illiterate Adults
__ Lower Income Senior Citizens	__ Migrant Farm Workers
__ Elderly	__ Persons with HIV/AIDS
__ Homeless	__ Severely Disabled Adults
X Lower Income Youth	__ Severely Disabled Children/Youth

__ Other _____

11. Describe the existing problems or needs to be addressed by this program/project.
There are many youth in our community that do not have someone to show them basic things that are required in life. Many youth now do not know how to do simple things like, change a light bulb or even check the oil in a vehicle. These skills will be very useful when these youth are at home or away at college.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.
PAL will reach out to various people in the community that own a business in the trade s we will be doing. Have someone that owns a garage or that works on vehicles for a living, come and show the youth how to check the oil levels in a vehicle, or how to check the air in the tires. We will have someone show them how to balance a checkbook, how to right a check and how to make a deposit. Other things could include an electrician to them how to change a light bulb and when/where to turn off the power (breaker). PAL would also have someone come in and teach the youth about exercise equipment and show them how to properly use them.

13. List the physical addresses where your proposed project activities (listed in #12 above) will take place. Use street addresses within the City limits of Fort Pierce.
1963 S US Highway 1, Fort Pierce, FL 34950

14. List this project's measurable goals and objectives, as well as the date(s) when each will be met.
PAL's camp will take place June 14, 2021 through June 25, 2021. PAL will track attendance daily with sign-in sheets. The daily activities will be tracked by brief summary summary written at the end of each day/section, about what they learned, what they did/didn't like about it, and what they might like to see in the future.

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)
PAL will track results with sign-in sheets and the summaries written by the youth.

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)
Measurements of outcomes would be to have at least 20 new participants sign up for the camp this year and for at least 10 youth to learn something each day.

17. Amount of Grant Funds requested in this application: $5,000
    Amount of other funds secured for this program/project: $3,000
    Amount of other funds earmarked for the program/project: $2,000
    Total amount needed to complete this program/project: $10,000

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

    PAL's contingency plan in the event this grant is not fully funded, or not funded at all by the City, would be to find other grants to apply for, do quick fundraising and ask local merchants for donations/sponsorship funds.

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

    This is currently a one year project, but if it works well, then it may become a multi-year project and hopefully be able to increase the number of youth served.

20. Select every qualifier below that best describes your project.

    ___ Improve or enhance education opportunities

    X Improve or enhance job training opportunities

    X Improve or enhance employment opportunities

    X Promote cultural diversity

    X Promote outdoor activities and a healthy lifestyle

    X Spur interest and participation in neighborhood improvement activities

    ___ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods

    X Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community

    X Instill and foster community pride

    ___ Promote neighborhood beautification and revitalization

    ___ Promote activities that protect the environment

    X Discourage adverse activity such as crime, drug use, and vandalism

    X Inspire and support the healthy development of youth

2020-2021 PUBLIC SERVICE GRANT APPLICATION

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

*Improve or enhance job training opportunities and employment opportunities - by teaching the youth how to balance a checkbook & handle money and how to handle themselves in a professional manner.
*Promote cultural diversity - PAL currently has youth from many culturally different backgrounds. PAL never turns away youth because of a cultural difference.
*Promote outdoor activities and a healthy lifestyle - some of the activities planned for the camp involve parks with trails for hiking and the self defense training will give them useful skills for the future and we will encourage them to make healthy choices for snacks and lunches.
* SEE ADDITIONAL SHEET ATTACHED

22. Date project to begin: June 7, 2021 June 14, 2021

Date project to be completed: June 18, 2021 June 25, 2021

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2020-2021" on Page 4 of the Grant Guidance.

PAL's registration fee for this camp will be $50. The ten (15) scholarships will cover the $50 registration fee for those that qualify as low-income families.

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed, or disability. How will your project comply with this expectation?

Participation in PAL programs is not limited on the basis of race, gender, nationality, ethnicity, religion, creed or disability. There is an age requirement on the Youth Enhancement Camp as some of the content that will be discussed may not be appropriate for youth under the age of 10.

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

PAL is not sponsored by any church or religious groups; therefore participation is not limited to members of any church or religious group. PAL makes every effort to ensure that the community is aware of the programs that exist at PAL. PAL advertises in local papers and on social media all year long for the programs offered to youth in the community.

26. List the locations throughout the community, as well as online, where your program is advertised:

PAL advertises on their website, their Facebook page, and is mostly work of mouth. If PAL finds it necessary, we will advertise in the local paper.

2020-2021 PUBLIC SERVICE GRANT APPLICATION

26. Provide a COMPLETE, detailed budget for **THIS** project in the budget chart below. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    NOTE: Volunteer Hours may be calculated at $12/hour.

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

Program/Project Expense/Description	City Grant	Other Committed Funds and/or $$ Amount or In-Kind	Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source")
Camp Scholarships	$ 750		
T-Shirts (3 each)	$1,000		
Lunch and snacks for youth during camp	$1,500		
Supplies needed for trade training	$1,750		
Liability Insurance/fuel/volunteers to run camp and teach trades		$6,000	Fuel for vehicles, 5 volunteers to run the camp, and insurance
TOTALS	$ 5,000	$ 6,000	
(use more lines/pages as necessary)			

27. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to the project, including all volunteers.

Name #1	Ken Wilson
Telephone Number	772.370.8278
Email Address	kwilson843@aol.com
Organization Position	Executive Director
City of Residence	Port St. Lucie
Qualifications	Retired Law Enforcement
Professional Licenses	N/A
Role in Project	Mentor/Retired Law Enforcement
% of Time Dedicated to Project	100%

Name #2	Tom Caruso
Telephone Number	772.237.7990
Email Address	boxertc@comcast.net
Organization Position	Coach/Mentor
City of Residence	Jensen Beach
Qualifications	Retired Master Electrican
Professional Licenses	N/A
Role in Project	Mentor/Instructor
% of Time Dedicated to Project	100%

28. Please attach **ALL** of the documents listed below to your application. Include a written explanation for EACH document not included:

- _ Articles of Incorporation and By-Laws or Sunbiz.org copy
- _ Federal Tax-Exempt determination letter and Employee Identification Number
- _ List of Board of Directors with contact information
- _ Organizational Chart for your Organization
- _ Board of Director's authorization to apply for this grant
- _ Last three month's bank statements
- _ Annual budgets for 2020-2021
- _ Most recent audit report (if this is not available, provide written explanation)
- _ Matching funds and In-Kind Services commitment documentation (Budget, #26)
- _ Three (3) Letters of Support for this project
- _ Copy of advertisement for program
- _ Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

END OF 2020-2021 PUBLIC SERVICE GRANT APPLICATION

Received
FEB 01 2021
Grants Administration

2020-2021
Public Service Grant Opportunity

9:40AM
ST MARKS

Application

Application Open Date – January 11, 2021

Application Due – 3:00pm, February 5, 2021

Grant Amount Requested: $ 5,000

Date and Time Stamp: Received FEB 01 2021 10M (Do Not Write in This Box) Grants Administration

2020-2021 PUBLIC SERVICE GRANT APPLICATION

Organization Legal Name: St Mark Educational Center

Mailing Address: 921 Orange Avenue, Ft. Pierce, FL

Physical Address: 921 Orange Avenue, Ft. Pierce, FL

Contact Person: Cynthia Matthews Title: Program Director

BEST CONTACT Phone Number: 772.708.5547 Email Address: Cynthia.matthews@stlucie schools.org

Website Address: stmarkcommunity.com

LEGAL STATUS OF ORGANIZATION:

( ) Incorporated, Not-for-Profit - Month and Year of incorporation/creation: Sep 30 2011

(X) INCLUDE COPY OF CURRENT 501(c)(3) DOCUMENTATION FROM INTERNAL REVENUE SERVICE.

==========

Person Authorized to Sign on Behalf of this Organization. Signature Must Be Notarized.

Cynthia Matthews Today's Date: 1/31/2021
Signature

Print Name: Cynthia Matthews Title: Program Director

Telephone Number: 772-708-5547 Email Address: cynthia.matthews@stlucie schools.org

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NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

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

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 31st day of January, 2021.

NOTARY PUBLIC Nancy G Love

My Commission Expires:

NANCY G. LOVE
Commission # GG 245297
Expires August 14, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

PLEASE SUBMIT ONE COMPLETE SCANNED APPLICATION via email to: grantsadministration@cityofortpierce.com

1. **Describe your organization and list your Mission Statement.**

The St. Mark Educational Center was formed in 1991 out of the concerns of the members of the St, Mark Baptist Church. Its leaders felt that education was the key to unlock any door, therefore, felt it necessary to offer educational programs that would benefit the citizens of our community. In our neighborhoods, minorities students lacked the academic abilities to perform well in school. It was determined that Black and Hispanic students were on the lowest levels in math and Reading. The center wanted to help, therefore, formed its first after school program in 1992. The program consisted of certified teachers who worked with students two days a week. Students grades, attendance and behaviors improved to such a degree that program activities spilled over to summer camps. The first summer camp consisted to over 100 students and the following summer over 200 students.

The mission of the center has always been to ensure that our resource center would provide services where basic, personal, physical, and emotional needs were addressed, thereby equipping our neighborhoods to lead a productive life.

2. **Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.**

The Center operated its first After – School Program in 1992. The program consisted of twenty-five students from the neighborhood. Students received instruction in math and Reading from certified instructors from school system. Students' success led to a summer camp which also centered around math and Reading. Other activities included art, from the Highway Men, PE from coaches that had won state titles, and music from well know music stars known throughout the state of Florida. The best was sought, and it paid off. Children Service Council recognized out works and continued to fund the organization through the years.

The Center operated a day care center, focused on those who were living below the poverty line. The day care center was in operation for over seven years but had to close its doors due to economic disparities.

The Center opened its doors to operate the first Charter School on the treasure coast. It too was centered around students who qualified for free or reduced lunch in school, families who were receiving assistance from the state, lived in a low economic neighborhood and had children who were not performing at proficient level in school. Lack of funding, after three years of operations, also caused its doors to close.

For a number off years the center operated a food pantry, community garden and Thrift Store. These entities were all run by volunteers from the community. However, after the last hurricane, the building was destroyed, all operations came to a halt. We are slowing bringing back programs that we know will benefit those most in need.

The center has hosted a Budget seminar for those who wanted to get out of debt but did not know how; Health workshops and health fairs, is currently partnered with Sarah's kitchen and is providing cooked

meals to residents in need. We are also distributing food boxes to participants twice a month and have recently re-opened our Thrift Store. All proceeds from the Thrift Store benefit the Food pantry.

We are asking for funding to pay tuition cost for 10 participants ages 19-99 to be able to earn their high school diploma. The adult high school diploma program is an on-line, accredited program that allows students to complete required classes in order to earn their diploma. Students can transfer credits earned when they were in high school and complete the reminder credits through this program. Students who have GED credits an also have credits transferred.

3. **List all previous grants awarded by the City of Fort Pierce to YOU or any organizational(s) you were previously or are currently associated with:**

2018-19

4. **If you have funding from the City of Fort Pierce for Public Service projects in the past, please explain HOW the program/project described in this grant application is NEW OR EXPANDED:**

In 2018-19 The center asked for money to be able to purchase food for its clients. This is a new program with a different focus. Our goal is to have as many people in our area equipped with a high school diploma, so they will be able to obtain better paying jobs, have better opportunities for advancement, earn a college degree or join the armed services. 14% of the citizens in the Lincoln Park area is without a high school diploma. Many are unemployed, or working minimum paying jobs with no hopes of a better life. Earning their diploma will not only increase their self- esteem but put them in a better category for advancement.

5. **What is your organization's annual budget? Describe how your organization is currently funded.**

Our annual budget has been $20,000, however, since all fund- raising efforts has been suspended due to COVID we are operating from a budget of $4,000. We are currently operating from grant funding and donations.

6. **Do the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency? If you answered Yes, how do your services compliment their offerings? If yes. Explain. How are your services different?**

We are unaware of any other agency in Fort Pierce that offers an Adult Diploma Program for clients to earn their high school diploma. The St. Mark Educational Center has partnered with Princeton High School International, an accredited private school, well known in the private school sector, to provide services to our students.

7. **Project Name**

A Hand Up

8. **US Dept. of Housing & Urban Development (HUD) National Objective Activities (check one)**

(See Attached)

9. **Which National Objectives shown below does your project/program(s) meet?**

(See Attached)

10. **Beneficiaries from National Activities (#8 Above)**

The Center's program will benefit everyone in St. Lucie County, particularly those living in the Lincoln Park area. Applications for the program is published on our website. To be eligible participates must live in St. Lucie County, preference will be given to those in the Lincoln Park Area, participants must be between the ages of 19-99, have some high school credits (high school transcript required), qualifies for public assistance (proof is required), is/was unemployed within the last year, (proof is required), making minimum wage (proof is required).

Board members and volunteers will distribute flyers in neighborhoods, restaurants, businesses, and churches. Applications will be processed on a first come, first serve basis, all other applicants will be placed on a wait list. Applicants will be chosen based on the eligibility listed above.

The grant recipients will be those who reside in St. Lucie County who lives from Orange to Juanita Avenue.

11. **Describe the existing problems or needs to be addressed by this program/project.**

Over 14% of the residents in the Lincoln Park area is without a high school diploma. Many disparities exist due to low income and job opportunities. In order to break the jobless cycle and low-income households, this program will not only allow participants the opportunity to earn their high school diploma but an opportunity to enter the job market for jobs that lead to lasting careers.

12. **Describe your personal project's activities and how they will address the problems/needs you listed in #11 above.**

Applications will be accepted and reviewed based on the criteria outlined. Participants will present their high school transcripts, which will be reviewed by a certified high school counselor. It will be determined the number of credits that are needed for the participant to complete his/her diploma. All information is forward to Princeton High School International. Students information is placed in their system. The number and the subject's students need to complete is determined by both parties. Students will be taken through a number of refresher activities in order to re-introduce them to the subject area they need to complete. There will volunteer educators there to assist. Students and the center will be sent students log in information. Students can work from home, but those who need assistance is asked to visit the center to gain support from retired educators. The program director for the center will monitor the progress of each student and offer support and encouragement all along the way.

The Economic Development board has made known the number of jobs that is and will be in the coming months to St. Lucie County. There is a need for workers who want a career, not just a job. The basic qualification for these jobs is a high school diploma, no former training or experience needed, just

Department of Housing and Urban Development (HUD) 2020 Income Limits								
Number of People Living in Household	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Extremely Low Income	14,600	17,240	21,720	26,200	30,680	35,160	39,640	44,120
Very Low Income	24,350	27,800	31,300	34,750	37,550	40,350	43,100	45,900
Low Income	38,900	44,450	50,000	55,550	60,000	64,450	68,900	73,350

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)
   - ☒ **Area benefit** activity (the activity benefits/is open to everyone in a particular low-income neighborhood or geography)
   - ☐ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)
   - ☐ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?
   - ✓ Benefit low to moderate-income persons.
   - ___ Help in the prevention of slums or blight; and/or
   - ___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)
    A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

    B. If the project will provide an **"Area Benefit"**, please clearly define the geographic area to be served by the proposed activity. Include a map, if necessary.

    C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

willing workers. We want to be able to supply the demand, as well, as help our residents live a better life.

13. **List the physical addresses where your proposed project activities (listed in#12 above) will take place. Use street addresses within the City limits of Fort Pierce.**

The St. Mark Center is located at 921 Orange Avenue, Fort Pierce FL. Our facility house over 70 classrooms, a commercial kitchen, and over five office spaces.

14. **List this project's measurable goals and objective?**

The center will enroll 10 participants who meet our criteria for enrollment by March 1.

100% of program students' verification of transcripts will be completed by March 15

100% of applicants will be ready to begin their program no later than March 30.

Depending on the number of credits needed for graduation, it is expected that 50% of the students will be complete with their program by July 15.

15. **How will you track the results of these goals and objectives?**

Students progress will be monitored on a by monthly basis by the program coordinator. Students who is not keeping up the pace will be invited into the center for one on one support from certified teachers. Progress reports will be used to monitor grades and percentage of completion.

16. **Briefly describe measurements of outcomes for each of the activities listed in #12.**

Program outcomes will be measured by the number of participants enrolled, served and those who receive their diploma.

17. **See Attached**
18. **Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:**

If this program is not funded or partially funded, the Center and its board will continue seeking funding from other sources. Donations or fund-raising efforts are hoped to increase as we ease out of the devastation of the pandemic. The center has fundraising events planned for the months in which we are able to operate.

19. **If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?**

If the city grant is not available in future years, the center will continue to look for other funding sources, continue with fund raising efforts and seek donations. There is also hope that participants will in the future be able to pay their own tuition cost, but we know it will be some time before this is possible.

20. Select **every qualifier below that best describes your project.**

See Attached

17. Amount of Grant Funds requested in this application: $15,000
    Amount of other funds secured for this program/project: -
    Amount of other funds earmarked for the program/project: -
    Total amount needed to complete this program/project: $15,000

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

20. Select every qualifier below that best describes your project.

- [x] Improve or enhance education opportunities
- [x] Improve or enhance job training opportunities
- [x] Improve or enhance employment opportunities
- [ ] Promote cultural diversity
- [ ] Promote outdoor activities and a healthy lifestyle
- [ ] Spur interest and participation in neighborhood improvement activities
- [ ] Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods
- [ ] Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community
- [x] Instill and foster community pride
- [ ] Promote neighborhood beautification and revitalization
- [ ] Promote activities that protect the environment
- [ ] Discourage adverse activity such as crime, drug use, and vandalism
- [ ] Inspire and support the healthy development of youth

21. Write an explanation below of how your project will perform each qualifier you selected above:

Improve or enhance education opportunities; Improve or enhance job training opportunities; Improve or enhance employment opportunities; Instill and foster community pride
The Center plan to improve education opportunities by making the participants eligible to apply for better paying jobs in our community. Many cannot apply because they are ineligible because of the lack of a high school diploma. There are some who wants to go to college and complete one of the college certificates programs that pays well above minimum wages but cannot because they don't have a diploma. There are some who tried on their own to complete the GED but found the challenge was more than they could bear, which added depression and the feeling of defeat. Upon completing the adult high school diploma, career training will be conducted by Career Source of St. Lucie County. Training will consist of the do and don't on the job, dressing for success, as well as resume writing and completing job applications. Students will be mentored by those who have made a difference in our community and who is willing to help students make that transition from poverty to a state of self-sufficiency.

22. Date project to begin and to be completed:

March 1, 2021 – August 2021

23. Describe any participant fees that will be required as part of this project/program.

All participants' income fall below the poverty line and is unable to financially pay registration or tuition cost. Therefore, funds are being sought to enable them to participate in this program. The Center will donate the equipment as in-kind in order for students to complete their studies.

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed, or disability. How will your project comply with this expectation?

All applications will be stamped when received. The first 10 that are received that meets the center's criteria for eligibility will be selected for participation. All other applications will be placed on a waiting list.

25.

NA

26. List the location throughout the community, as well as outline, where your program is advertised:

Flyers has been/will be distributed throughout the community in local businesses, neighborhood restaurants, drycleaners, churches, bars, corner stores, low-income apartment buildings, community centers, daycares, and grocery stores. The center has also used its website to announce the program.

See attached for budget

26. Provide a COMPLETE, detailed budget for **THIS** project in the budget chart below. List proposed City grant funds and other ***committed funds*** and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    NOTE: Volunteer Hours may be calculated at $12/hour.

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

Program/Project Expense/Description	City Grant	Other Committed Funds and/or $$ Amount or In-Kind	Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source")
Diploma Tuition	$5,000	$3,500	St. Mark Baptist
Tuition cost		(in-kind	Church
Per student is $500			
		$3,250	Princeton Inter-
		(in-kind	national
TOTALS	$5,000	$ 6,750	
(use more lines/pages as necessary)			

Received
FEB 05 2021
3:14 pm
Grants Administration

2020-2021
Public Service Grant Opportunity

Application

Application Open Date – January 11, 2021

Application Due – 3:00pm, February 5, 2021

2020-2021 Public Service Grant Opportunity

III. APPLICATION CHEKLIST

Use this checklist to ensure you have included key information with your application. **Be sure to enclose this checklist with your application.**

- ☒ Applicants who have received previous program/project funding must ensure that **THIS APPLICATION IS FOR A NEW OR EXPANDED PUBLIC SERVICE PROJECT**.
- ☒ 2020-2021 Grant Guidelines and Application **HAVE BEEN CAREFULLY AND THOROUGHLY READ**.
- ☒ Application is dated.
- ☒ Mandatory application format and preparation have been followed.
- ☒ Person(s) listed as the "Contact Person" is knowledgeable about the project and application and is aware that they are listed as the contact person.
- ☒ Reliable telephone numbers and email addresses are listed.
- ☒ Copy of the advertisement for the program and a list of the locations where the ad is displayed, is included
- ☒ Application contains the correct mailing address, which also matches the address listed on the Internal Revenue Service 501(c)(3) documentation.
- ☒ Funding request has been rounded to the nearest dollar.
- ☒ Program/Project description includes the following information:
  - ☒ Person(s) who will implement the program/project?
  - ☒ Description of program/project, as well as a description and the number of people it will benefit
  - ☒ Project/program start and end dates
  - ☒ Location of project/program and location where activities will take place
  - ☒ How the program/project will address a community need
- ☒ Detailed budget and all required budget information, as listed in application
- ☒ Program/project goals and objectives contain dates, time frames and measurable numbers
- ☒ Specific locations are listed for program/project activity sites
- ☒ All documentation listed on page 18 is provided with the application
- ☒ The application is signed by the person authorized to enter into binding contracts on behalf of the organization.
- ☒ Application is **Notarized.**
- ☒ Application **MUST BE** submitted via email to grantsadministration@cityoffortpierce.com **NO LATER THAN 3:00 PM ON – February 5, 2021.**

Grant Amount Requested: $ 5,000

Date and Time Stamp
Received
FEB 05 2021
(Do Not Write in This Box)
Grants Administration

2020-2021 PUBLIC SERVICE GRANT APPLICATION

Organization Legal Name: Treasure Coast Food Bank

Mailing Address: 401 Angle Rd Fort Pierce, FL 34947

Physical Address: same as above

Contact Person: Krista Garofalo Title: Chief Resource Officer

BEST CONTACT Phone Number: 772.446.1756 Email Address: grants@tcfoodbank.org

Website Address: www.stophunger.org

LEGAL STATUS OF ORGANIZATION:

( ) Incorporated, Not-for-Profit - Month and Year of incorporation/creation: Jan 1990

☒ **INCLUDE COPY OF CURRENT 501(c)(3) DOCUMENTATION FROM INTERNAL REVENUE SERVICE.**

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Person Authorized to Sign on Behalf of this Organization. Signature Must Be Notarized.

_____ Today's Date: 2/5/2021
Signature

Print Name: _____ Title: _____

Telephone Number: _____ Email Address: _____

==========

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

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

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this _____day of _____, 20_____.

NOTARY PUBLIC_____

My Commission Expires: _____

PLEASE SUBMIT ONE COMPLETE SCANNED APPLICATION via email to:
grantsadministration@cityofortpierce.com

2020-2021 PUBLIC SERVICE GRANT APPLICATION

PLEASE NOTE: INFORMATION MUST BE LEGIBLE.

1. Describe your organization and list your Mission Statement.

   Treasure Coast Food Bank is the leading hunger relief organization along Florida's Treasure Coast and the sole food bank in the region. Treasure Coast Food Bank is a member of Feeding America, the largest domestic hunger-relief charity in the United States. Our mission is to alleviate hunger by obtaining and distributing food and other essentials in Indian River, Martin, St. Lucie, and Okeechobee Counties.

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

Treasure Coast Food Bank has been committed to ending hunger in St. Lucie, Martin, Indian River, and Okeechobee counties since its founding in 1988. TCFB continues to adapt its approaches to addressing hunger and the unique needs of the community it serves by providing equitable access through direct food service programs, running innovative grassroots initiatives, working collaboratively across multiple sectors, educating the public about the struggles people in our communities face, and advocatin on behalf of those in need. Each year, TCFB serves more than 100,000 members of the community with 14 millions meals valued at more than $50 million through 20+ direct service and outreach programs, and partnerships with farmers, manufacturers, retail stores, and 300+ charitable organizations. Together we support children, seniors and families who are struggling with hunger. Descriptions of these programs can be found at www.stophunger.org/our-programs/.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

Program Year	Amount	Purpose
2019-20	$3,500	Summer Feeding
2018-19	$5,000	Summer Feeding
2017-18	$0	

Please Note: Organizations/Applicants who have received funding for three consecutive years WILL NOT RECEIVE PRIORITY in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

Treasure Coast Food Bank's 2020 Summer Feeding program is projected to serve the most children at the most sites in the program's history. TCFB program staff are working diligently to secure additional summer feeding sites across the Treasure Coast, including the addition of three new sites in the City of Fort Pierce (for a total of 14 sites), which will result in nearly 1250 unduplicated children being served each day over summer break. TCFB's Sunshine Kitchen will serve as the helm of all meal preparation and meal distribution operations during the course of the summer. With meals being made in a fully equipped facility, the organization's capacity to continues to be able to turn out high-quality meals for children and teens. The menu each week will rotate, to ensure well-rounded, highly nutritious and delicious meals for the youth. Many of the meal sites will also be offering activities for the children that promote wellness and nutrition knowledge.

5. What is your organization's annual budget? Describe how your organization is currently funded.

$5,157,011

97% of all resources received by TCFB are allocated to program services. We receive funding from a diverse pool of resources, with revenue sources including private individuals, foundations, corporations, program income, United Way, Children's Services Council, and government (federal, state, county and municipal).

6. Do the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency? If you answered Yes, how do your services compliment their offerings? If yes, explain. How are your services different?

Treasure Coast Food Bank is the largest hunger relief organization and only food bank on Florida's Treasure Coast (and subsequently Fort Pierce). No other organization features the capacity or bandwidth to safely procure, store, and share millions of nutritious meals (especially those that include fresh produce) with low-income children, families and seniors in Fort Pierce (and beyond). We work collaboratively with approximately 300 partner agencies including pantries, soup kitchens, homeless shelters, senior housing, youth development organizations, low-income day-care centers, libraries, and other community partners to distribute more than ten million pounds of healthy food each year. It should also be noted that Treasure Coast Food Bank also provides individuals and families with non-food essentials, including diapers, personal hygiene items, pet food, and school supplies throughout the year.

7. Project Name (please keep it short): Youth Summer Feeding Program

2020-2021 PUBLIC SERVICE GRANT APPLICATION

Department of Housing and Urban Development (HUD) 2020 Income Limits								
Number of People Living in Household	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Extremely Low Income	14,600	17,240	21,720	26,200	30,680	35,160	39,640	44,120
Very Low Income	24,350	27,800	31,300	34,750	37,550	40,350	43,100	45,900
Low Income	38,900	44,450	50,000	55,550	60,000	64,450	68,900	73,350

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)
   - □ **Area benefit** activity (the activity benefits/is open to everyone in a particular low-income neighborhood or geography)
   - □ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)
   - X **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?
   - X Benefit low to moderate-income persons.
   - ___ Help in the prevention of slums or blight; and/or
   - ___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)
    A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

Treasure Coast Food Bank's Summer Food Program beneficiaries are low-income children and teens (up to age 18) in the City of Fort Pierce. However, by federal law, and as a standard among federal nutrition programs, we cannot ask for identification or proof of income. Thus, the need for Summer Food services is self-declared but it has long been our experience that only those truly in need, will make certain they attend a feeding site, and therefore virtually all meals are served to low-income youth who are truly in need. We will generate broad community awareness about the 2021 Summer Feeding Program through various channels, including: social media posts and targeted ads, flyers, traditional media (radio, newspapers, local television), website (www.stophunger.org), and through word-of-mouth marketing. Many outreach materials are also made available in Spanish.

    B. If the project will provide an **"Area Benefit",** please clearly define the geographic area to be served by the proposed activity. Include a map, if necessary.

N/A

    C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

N/A

D. If a project will provide a **"Presumed Benefit",** please identify the group(s):

__ Abused Children	__ Illiterate Adults
__ Lower Income Senior Citizens	__ Migrant Farm Workers
__ Elderly	__ Persons with HIV/AIDS
__ Homeless	__ Severely Disabled Adults
X Lower Income Youth	__ Severely Disabled Children/Youth
__ Other _____	

11. Describe the existing problems or needs to be addressed by this program/project.

See attached

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

See attached

13. List the physical addresses where your proposed project activities (listed in #12 above) will take place. Use street addresses within the City limits of Fort Pierce.

See attached

14. List this project's measurable goals and objectives, as well as the date(s) when each will be met.

See attached

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

See attached

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

See attached

2020-2021 PUBLIC SERVICE GRANT APPLICATION

17. Amount of Grant Funds requested in this application: $5,000

Amount of other funds secured for this program/project: $261,882

Amount of other funds earmarked for the program/project: $91,838

Total amount needed to complete this program/project: $358,660

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

As a federal program, TCFB is partially reimbursed for meals consumed through the USDA's Summer Food Service Program, this does not cover all the expenses for each meal or fully cover other expenses such as gas, monitoring, administration, etc. As these figures indicate, the Summer Food Service Program provides 73% of the project's funding and thus we must raise funds to account for the remaining 27%. In the event this funding request is partially funded or not funded at all, Treasure Coast Food Bank will likely have to adjust (decrease) the number of snacks, breakfasts, and meals served in Fort Pierce through its Summer Feeding Program.

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

Treasure Coast Food Bank's Summer Feeding Program is an annual program that takes place each summer. If City of Fort Pierce grant funds are not available in future years, we will have to adjust the nature of our outreach efforts in recruiting Summer Feeding sites within the City of Fort Pierce. More specifically, we may not be as aggressive in recruiting additional sites that may want to participate in the program.

20. Select every qualifier below that best describes your project.

- [X] Improve or enhance education opportunities
- [ ] Improve or enhance job training opportunities
- [ ] Improve or enhance employment opportunities
- [ ] Promote cultural diversity
- [X] Promote outdoor activities and a healthy lifestyle
- [ ] Spur interest and participation in neighborhood improvement activities
- [ ] Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods
- [ ] Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community
- [ ] Instill and foster community pride
- [ ] Promote neighborhood beautification and revitalization
- [ ] Promote activities that protect the environment
- [X] Discourage adverse activity such as crime, drug use, and vandalism
- [X] Inspire and support the healthy development of youth

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

See attached

22. Date project to begin: June 7, 2021

Date project to be completed: August 6, 2021

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2020-2021" on Page 4 of the Grant Guidance.

There is no fee. Summer Feeding Program is free to all youth participants.

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed, or disability. How will your project comply with this expectation?

See attached

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

This project is not faith-based and therefore is open to the community at-large.

26. List the locations throughout the community, as well as online, where your program is advertised:

TCFB facebook/instagram/twitter/website
FLDACS Summer BreakSpot website: https://www.summerbreakspot.org/
Radio ads: WQCS 88.9FM and Coast 101.3 FM

2020-2021 PUBLIC SERVICE GRANT APPLICATION

26. Provide a COMPLETE, detailed budget for **THIS** project in the budget chart below. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    NOTE: Volunteer Hours may be calculated at $12/hour.

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

Program/Project Expense/Description	City Grant	Other Committed Funds and/or $$ Amount or In-Kind	Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source")
Administrative Personnel, including finance, compliance, and outreach expenses	$0	$37,234 Committed	USDA's Summer Food Service Program, grants, individual donations
Operational Personnel, including Executive Chef, food prep specialists, drivers, site monitors, warehouse clerk	$0	$57,984 Committed	USDA's Summer Food Service Program, grants, individual donations
Operational Costs, including food, food supplies, utility costs, meal tracker software	$5,000	$253,141 Committed	USDA's Summer Food Service Program, grants, individual donations
TOTALS	$ 5,000	$ 348,359	
(use more lines/pages as necessary)			

2020-2021 PUBLIC SERVICE GRANT APPLICATION

27. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to the project, including all volunteers.

Name #1 Samantha Cruz
Telephone Number 772.446.1764
Email Address scruz@tcfoodbank.org
Organization Position Distribution & Compliance Manager
City of Residence Port St. Lucie
Qualifications 6 years managing Summer Feeding program
Professional Licenses Food Safety
Role in Project Project Manager
% of Time Dedicated to Project 80%

Name: Elisha Jade Alexander
Telephone Number: 772.489.3034
Email Address: ealexander@tcfoodbank.org
Organization Position: Program Coordinator
City of Residence: Ft. Pierce, Florida
Qualifications: 3 years supporting Summer Feeding Program
Professional Licenses - N/A
Role in Project: Coordinate day-to-day operations; oversees monitoring of Summer Feeding sites and ensures compliance
% of Time Dedicated to Project: 50%

Name #2 Leslie Moyers
Telephone Number 772-446-1802
Email Address lmoyers@tcfoodbank.org
Organization Position Director-Culinary Service/Executive Chef
City of Residence Fort Pierce
Qualifications 20+ years in professional kitchen/high volume meal output
Professional Licenses Professional Chef/Food Safety Certs.
Role in Project Kitchen Supervisor
% of Time Dedicated to Project 50%

28. Please attach **ALL** of the documents listed below to your application. Include a written explanation for EACH document not included:

- X Articles of Incorporation and By-Laws or Sunbiz.org copy
- X Federal Tax-Exempt determination letter and Employee Identification Number
- X List of Board of Directors with contact information
- X Organizational Chart for your Organization
- X Board of Director's authorization to apply for this grant
- X Last three month's bank statements
- X Annual budgets for 2020-2021
- X Most recent audit report (if this is not available, provide written explanation)
- X Matching funds and In-Kind Services commitment documentation (Budget, #26)
- X Three (3) Letters of Support for this project
- X Copy of advertisement for program
- X Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

END OF 2020-2021 PUBLIC SERVICE GRANT APPLICATION

Grant Amount Requested: $ 5,000

Date and Time Stamp

(Do Not Write in This Box)

2020-2021 PUBLIC SERVICE GRANT APPLICATION

Organization Legal Name: Treasure Coast Food Bank

Mailing Address: 401 Angle Rd Fort Pierce, FL 34947

Physical Address: same as above

Contact Person: Krista Garofalo Title: Chief Resource Officer

BEST CONTACT Phone Number: 772.446.1756 Email Address: grants@tcfoodbank.org

Website Address: www.stophunger.org

LEGAL STATUS OF ORGANIZATION:

( ) Incorporated, Not-for-Profit - Month and Year of incorporation/creation: Jan 1990

☒ **INCLUDE COPY OF CURRENT 501(c)(3) DOCUMENTATION FROM INTERNAL REVENUE SERVICE.**

==========

Person Authorized to Sign on Behalf of this Organization. Signature Must Be Notarized.

Judith Cruz Today's Date: 2/5/2021

Signature

Print Name: Judith Cruz Title: President/CEO

Telephone Number: 772-489-3034 Email Address: jcruzfla@gmail.com

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NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

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

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 5th day of February, 2021.

NOTARY PUBLIC _____

My Commission Expires: 2/17/22

ERIN COX
Commission # GG 184450
Expires February 17, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

PLEASE SUBMIT ONE COMPLETE SCANNED APPLICATION via email to: grantsadministration@cityoffortpierce.com

TREASURE COAST FOOD BANK

MEMBER OF FEEDING AMERICA

City of Fort Pierce - 2021 Public Service Grant
Treasure Coast Food Bank Application - Additional Responses

11. Describe the existing problems or needs to be addressed by this program/project.

According to the most recent data from the Florida Department of Education, there are a number of City of Fort Pierce public schools where a majority (50%+) of students qualify for the free and reduced lunch program at school. Through the 2021 Summer Feeding program, Treasure Coast Food Bank will serve a total of 14 sites in Fort Pierce over the summer, including youth from most if not all of these schools:

- Chester A. Moore Elementary (100% of students qualify for free/reduced lunch)
- Dale Cassens School (100% of students qualify for free/reduced lunch)
- Dan McCarty Middle School (100% of students qualify for free/reduced lunch)
- F.K. Sweet Elementary School (73% of students qualify for free/reduced lunch)
- Fairlawn Elementary School (57.3% of students qualify for free/reduced lunch)
- Forest Grove Middle School (100% of students qualify for free/reduced lunch)
- Ft. Pierce Central High School (58.7% of students qualify for free/reduced lunch)
- Ft. Pierce Westwood High School (89.5% of students qualify for free/reduced lunch)
- Lakewood Park Elementary School (100% of students qualify for free/reduced lunch)
- Lawnwood Elementary School (100% of students qualify for free/reduced lunch)
- Samuel Gaines Academy (100% of students qualify for free/reduced lunch)
- St. Lucie Elementary School (100% of students qualify for free/reduced lunch)
- Weatherbee Elementary School (100% of students qualify for free/reduced lunch)
- White City Elementary School (100% of students qualify for free/reduced lunch)

When school is not in session and school-based nutrition programs are no longer an option, many of these children will not have access to affordable and nutritious food during the summer break.

Missing out on meals is a detriment to developing youth and growing minds. Being hungry can affect a child's health and contribute to measurable learning deficits. Researchers at Georgetown University and the University of Virginia found that children who experience food insecurity in their early childhood are more likely to begin kindergarten less prepared than children from food-secure households.

Food insecure children are also more likely to have poor health, a ten-year study conducted by Canadian researchers found. Many children and teens will literally go hungry while others can gain weight because they have little or no access to nutritious meals. According to a research brief from the National Learning Association, children gain weight two to three times faster during the summer vacation than they do during the school year—and Latinx and Black children are especially prone to obesity.

And finally, summer hunger can also cause significant stress on low-income families as their already tight budgets are strained even more in order to purchase missing meals that had previously been provided at school during the school year.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

Project activities: The Summer Feeding Program, coordinated by Treasure Coast Food Bank, provides nutritious snacks and meals to children 18 years and younger in the City of Fort Pierce (and throughout

the Treasure Coast and Okeechobee County). Summer Feeding Program sites are located in low-income neighborhoods where the number of SNAP recipients is very high (according to data provided by United States Department of Agriculture). Any funds awarded from a City of Fort Pierce grant will be used exclusively for Summer Feeding programming within the City of Fort Pierce.

All snacks and meals meet the USDA nutritional requirements, and therefore snacks and meals are healthy, balanced, and appealing to the children. Treasure Coast Food Bank's Summer Feeding Program staff is fully responsible for safely preparing and delivering each and every one of the snacks and meals (which amounted to more than 300,000 lunches and 55,700 snacks in Summer of 2020)

In addition to serving snacks and meals, Summer Feeding sites coordinate a variety of enrichment and recreational activities, including music, sports, tutoring, and structured activities for healthy socializing.

13. List the physical addresses where your proposed project activities (listed in #12 above) will take place. Use street addresses within the City limits of Fort Pierce.

Word of Faith Christian Academy 907 N 13th Street Fort Pierce, FL 34950	END It! Corporation 804 S 6TH ST Fort Pierce, FL 34950	Firehouse-KidLife Pre-School 5300 Melville Road Fort Pierce, FL 3498
Indian River State College 3209 Virginia Ave Fort Pierce, FL 34981	Frontline For Kids 309 S 7th Street Fort Pierce, FL 34950	Grace Education Tutoring Ctr. 712 N. 7th Street, Suite A Fort Pierce, FL 34950
It's a Small World - Sword Ministries 1211 Ave Q Fort Pierce, FL 34950	In The Image of Christ, Inc. 3090 Avenue G Fort Pierce, FL 34947	Grace Way Village 1780 Hartman Road Fort Pierce, FL 34947
MRC - Multicultural Resource Center 302 N 23rd St Fort Pierce, FL 34950	Summer Jam Basketball Camp 903 South 21st Street Fort Pierce, FL 34950	Hartman Road Church of Christ 1010 Hartman Road Fort Pierce, FL 34947
My Brother and Sister's Keeper - Sword Outreach 2905 Juanita Ave Fort Pierce, FL 34946	YMCA FKS 1400 Ave Q Fort Pierce, FL 34950	

14. List this project's measurable goals and objectives, as well as the date(s) when each will be met.

1) By August, 6, 2021, increase the number of meals distributed to youth accessing Summer Feeding sites in the City of Fort Pierce by ten percent compared to number of meals distributed in the prior year (2020)

2) By August 6, 2021 increase the number of youth served at Summer Feeding sites in the City of Fort Pierce by 12% compared to the number of children served in the prior year (2020)

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

Treasure Coast Food Bank receives daily, weekly, and monthly meal count reports for each of its Summer Feeding sites which includes total number of snacks, breakfasts, and/or lunches consumed at each site for the entirety of the program duration.

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veteransserved, number of unduplicated adults served, etc.)

Outcomes measured will include the exact number of meals Treasure Coast Food Bank distributes to City of Fort Pierce Summer Feeding Program sites as well as the number of City of Fort Pierce youth served during the program period of June 7 - August 6, 2021.

21. Write an explanation below of how your project will perform each qualifier you selected above:

Improve or enhance education opportunities: As noted by the Children's Hunger Alliance, summer meals, when offered in tandem with summer enrichment programming, "can enhance children's development and reduce summer learning loss." Research finds that low-income children and teens, the beneficiaries of Treasure Coast Food Bank's Summer Feeding program, statistically lose approximately two months of math and literacy knowledge over the summer months.

Promote outdoor activities and a healthy lifestyle: By providing tasty and nutritious snacks and meals, the Summer Feeding Program plays a role in the development of low-income children and teens. And since many Summer Feeding Program sites also offer recreational activities, the combination of exercise and nutritious food helps prevent children from gaining weight during the summer months.

Discourage adverse activity such as crime, drug use, and vandalism: Because children and teens are drawn to sites coordinating the Summer Feeding Program (and recreational and enrichment activities also offered there), they are less likely to spend time engaging in negative behaviors on the streets.

Inspire and support the healthy development of youth: Health is considered holistically here, as not only are children's bodies being nourished with good, wholesome food through the Summer Feeding Program but they are staying healthy mentally as healthy bodies helps reduce the likelihood of Summer Learning Loss and makes sure they are better able to learn when they go back to school in the fall.

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed, or disability. How will your project comply with this expectation?

Treasure Coast Food Bank ensures that any child that visits an open Summer Feeding Program site will receive a snack/meal--no matter what. There is no registration required, and all open Summer Feeding Program sites are available to any child or teen wishing to consume a meal in the City of Fort Pierce.

The following is legal language that applies to all sites that participate in the Summer Feeding Program:

Requirements per (7 CFR 225.7(g) and FNS Instruction 113-1)

Grant Amount Requested: $ 5,000.00

Date and Time Stamp
Received
FEB 04 2021
(Do Not Write in This Box)
Grants Administration

2020-2021 PUBLIC SERVICE GRANT APPLICATION

Organization Legal Name: Treasure Coast Elite, Inc.

Mailing Address: 601 NW Rainbow Street Port Saint Lucie, Florida 34983

Physical Address: 601 NW Rainbow Street Port Saint Lucie, Florida 34983

Contact Person: Jabari Williams Title: Founder/President

BEST CONTACT Phone Number: 772-519-0308 Email Address: jabari.williams74@gmail.com

Website Address: tcelite7v7.com

LEGAL STATUS OF ORGANIZATION:

(X) Incorporated, Not-for-Profit - Month and Year of incorporation/creation: MARCH 2012

Y **INCLUDE COPY OF CURRENT 501(c)(3) DOCUMENTATION FROM INTERNAL REVENUE SERVICE.**

==========

Person Authorized to Sign on Behalf of this Organization. Signature Must Be Notarized.

Jabari Williams
Signature Today's Date: Feb. 4, 2021

Print Name: Jabari Williams Title: Founder / President

Telephone Number: 772-519-0308 Email Address: jabari.williams74@gmail.com

==========

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

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

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 4th day of February, 2021

NOTARY PUBLIC _____

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
NATALIE D DIXON-WILLIAMS
Commission # GG 207451
Expires April 15, 2022
Bonded Thru Budget Notary Services

PLEASE SUBMIT ONE COMPLETE SCANNED APPLICATION via email to:
grantsadministration@cityofortpierce.com

2020-2021 PUBLIC SERVICE GRANT APPLICATION

PLEASE NOTE: INFORMATION MUST BE LEGIBLE.

1. Describe your organization and list your Mission Statement.

Treasure Coast Elite, Inc. is committed to excellence in athletics while supporting the educational mission of our students. The goal of the Treasure Coast Elite, Inc. is to develop and promote the ideas of responsibility, hard work, sportsmanship, teamwork and fellowship within a safe and positive environment. The individual growth of our community's children is enhanced through the spirit of competition, discipline and fair play. Our goals are accomplished by providing a structured program designed to educate participants in all aspects of the football. Treasure Coast Elite, Inc is committed to providing youth programs that maintain the highest standards. Football may not be the end goal for all participants; however, it is an effective tool to gain trust, attention, and respect of the participants.

Treasure Coast Elite, Inc. is a 7-on-7 football, and enrichment program which includes mentoring, college camps, and college visitation. The concept for 7-on-7 football is as an off-season workout program for high school players to promote and improve the quality of quarterbacks, receivers, secondary players and linebackers. The 7-on-7 format is popular among high school football teams as a method to keep players in shape during the summer months. For Treasure Coast Elite, Inc. football is one area of focus, additionally and more importantly, we provide an opportunity to introduce low income, under served, and under recruited players college exposure. In 2018, Treasure Coast Elite, Inc. began sponsoring the Mega Tour (a college introduction experience). In 7-on7 football Treasure Coast Elite, Inc. serves 24 players annually, we want to offer the Mega Tour to all our participants, the support. In 2018, 12 young men were apart of the TC Elite Mega Tour. Treasure Coast Elite, Inc. wants to offer the tour to as many participants as possible. Treasure Coast Elite, Inc. has a goal to sponsor and support up to 35 students on the Mega Tour through incremental growth. For summer 2019, the program grew to 40 participants. During the summer of 2019, Treasure Coast Elite, Inc. visited 12 colleges in 7 days offering participants opportunities to engage first hands with institutions for higher learning.

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

Treasure Coast Elite, Inc. began in 2009 when Jabari Williams had the epiphany to serve young men in the Fort Pierce community in a greater way. Treasure Coast Elite started as a 7v7 football team in Fort Pierce. The team was eventually expanded to serve the entire Treasure Coast and include a college experience for athletes to learn about the college admission process and showcase their talents to collegiate coaches. Jabari's desire was to offer young men the resources and opportunity to do something positive with their time and talents. "I do not believe that society should expect any more from our children than we are willing to invest into them" – Jabari Williams. As a coach for 20 years, Jabari has passionately motivated and

pushed athletes to be their best and excel not only in athletics but in life as well. This allowed him to celebrate success on the field, but also witness very talented players miss the opportunity to engage in sports on a higher level, based on geographic location, lack of opportunity and lack of exposure. Football is a tool that Jabari utilizes to get the players' attention to coach and instill the ideals of ethics, hard work, and determination both on and off the field. Beyond the expansion of the college experience tour, Treasure Coast Elite, Inc. is working with professional, gainfully employed family men, in the community to become mentors and life coaches for the students. As an organization, we believe it is important to be strategic in the implementation of the mentoring and positive role models. The mentoring program is a safe outlet for our participants to share their challenges, desires for the future and have an objective person to provide guidance that will benefit them. Thus, the program is an impactful experience for both participants.

All funds Treasure Coast Elite, Inc. expects to receive from the 2020-2021 Public Service Grant are to support the Mega Tour.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

Program Year	Amount	Purpose
2019-20		
2018-19	$4,453.00	Mega tour for 24 players
2017-18		

Please Note: Organizations/Applicants who have received funding for three consecutive years WILL NOT RECEIVE PRIORITY in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

Treasure Coast Elite, Inc. received funding from the city of Fort Pierce in 2018-2019 grant year. Funds were utilized to sponsor 24 players to participate in our 2nd annual Mega Tour. The players visited 12 Colleges/Universities in 7 days.

5. What is your organization's annual budget? Describe how your organization is currently funded.

The annual budget for Treasure Coast Elite, Inc. (TC Elite) is $**28, 548.17**

The annual budget has expanded with the addition of the Mega Tour. Currently TC Elite receives funding from membership dues, special events, un-restricted cash contributions and grants.

6. Do the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency? If you answered Yes, how do your services compliment their offerings? If yes, explain. How are your services different?

There is no other agency in Fort Pierce providing the same services as TC Elite. TC Elite was designed to afford individuals with the greatest need, with options for advancement. TC Elite provides a platform to not only develop athletic skills, but to assist underserved young men to improve their social skill, be exposed to higher education possibilities, and engage in positive activities. Young men immersed in this program have the opportunity to attend college campus tours, audit college classes, and directly interact with athletic coaches and recruiters.

7. Project Name (please keep it short): **TC Elite College and Career Summer Exploration**

Department of Housing and Urban Development (HUD) 2020 Income Limits								
Number of People Living in Household	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Extremely Low Income	14,600	17,240	21,720	26,200	30,680	35,160	39,640	44,120
Very Low Income	24,350	27,800	31,300	34,750	37,550	40,350	43,100	45,900
Low Income	38,900	44,450	50,000	55,550	60,000	64,450	68,900	73,350

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)
   - □ **Area benefit** activity (the activity benefits/is open to everyone in a particular low-income neighborhood orgeography)
   - □ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)
   - □ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

   _X_ Benefit low to moderate-income persons.

   ___ Help in the prevention of slums or blight; and/or

   ___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

The persons who will benefit from this program will be underserved, at-risk males from the Fort Pierce area who are considered to be at or below the federal poverty guidelines. According to the 2013-2017 St. Lucie Community Healthcare Report, there is a need to improve academic outcomes and reduce violent crime within in the county, especially the Fort Pierce area. TC Elite's program serves a two-fold purpose. 1) Engaging youth in positive programs such as athletics and mentoring increase discipline and improve academic outcomes (Mentoring.org, 2013); and, 2) Keeping children and youth engaged in afterschool activities to reduce violence and crime. Thus, our program will have a positive impact in the lives of youth who reside within the Fort Pierce community. These youth will be exposed to the college campuses in which they will learn the path to college and career readiness by visiting college campuses and engaging in dialogue with college recruiters, athletic coaches, guidance counselors and be able to compete at a high level via the game of football. This program aims to produce a true student-athlete and a productive citizen of our city and society. The participants of this program are identified through self-referral by the family, outreach in the community via social media and collaboration with faith-based networks. TC Elite will collaborate with local high school coaches and administrators for students who show promise in the game but who seem to lack the social skills and character needed to be college ready. The participants will have the opportunity to learn the vast history of each college, learn about college majors, high needs career paths and receive artifacts from each college to help with school tips such as note taking and time management. The application process will include income verification, so families in the poverty threshold are being served.

B. If the project will provide an **"Area Benefit"**, please clearly define the geographic area to be served by the proposed activity. Include a map, if necessary.

C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

D. If a project will provide a **"Presumed Benefit"**, please identify the group(s):

__ Abused Children	__ Illiterate Adults
__ Lower Income Senior Citizens	__ Migrant Farm Workers
__ Elderly	__ Persons with HIV/AIDS
__ Homeless	__ Severely Disabled Adults
_X_ Lower Income Youth	__ Severely Disabled Children/Youth

__ Other _____

11. Describe the existing problems or needs to be addressed by this program/project.

The community in which we reside, has always been a community for those that struggle to get by day to day. Many families are entrenched in widespread poverty, violence, crime and unemployment that sucks the life out of the community. We aim to curb that, due to the fact that more than 60% of the crimes committed in our area, are within the target area of age 12-19 and usually committed by males more than 70% of the time. We want to be able to channel that same energy towards a more positive avenue to create a better outcome. We strive to create a better well-rounded person, that views the community as a loving and caring place that we all can be proud to call home. Treasure Coast Elite College Tour will expose youth to a better opportunity of how to further their education in addition to being engaged activities that will ensure better outcomes for their future. The participants will have a life changing experience and we predict that this tour will motivate them to be more and do more to create a community that we all can call home.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

The objective of the TC Elite Mega (College) Tour is to place higher education and the attainment of a college degree within the reach of participants. The experience will expose youth to the world of college education as well as life as a student-athlete – with the priority of being a student first. The participants will engage in the history of the colleges (12) and will be provided a seminar about the college entrance requirements of incoming freshman and college expectations. The participants will also be allowed to visit campus residence halls, eat at cafeterias, and see college amenities firsthand. The participants will also have a private tour provided by the colleges where they can dialogue with other students and faculty on college life. The participants will also be able to engage in the football aspects of the college tour in which they will be able to visit the athletic facilities and fields as well as engage in the football camps in hopes that they can highlight their talent and earn a football scholarship to those respective schools. All activities will be under the supervision of mentor leaders and other approved adults. The experience has been designed to create a memorable experience and to motivate the participants to course correct any negative behaviors, in an effort to positon himself for college readiness. Forbes states, "Individuals with a bachelor's degree earn $400 more per week than individuals who do not hold a degree." These young men need mentors to become effective husbands, fathers and employees. If we are able to continue to encourage youth to be responsible citizens within our community, then we are changing not only a way of life but a better tomorrow for everyone, mentors make the difference. Two findings from a new national study reveal the power of mentors, particularly those in the teaching profession: For all teen students, having an adult mentor meant a 50 percent greater likelihood of attending college, for disadvantaged students, mentorship by a teacher nearly doubled the odds of attending college.

13. List the physical addresses where your proposed project activities (listed in #12 above) will take place. Use street addresses within the City limits of Fort Pierce.

The address on file for 501 (c) (3) is 601 NW Rainbow Street, Port St. Lucie, FL 34983. However, our Mega Tour Educational Informational Session was held at Fort Pierce Recreation Center (903 S. 21st Street, Fort Pierce, FL 34950). Our Pre-tour Informational Session has been held at Fort Pierce Recreation Center (903 S. 21st Street, Fort Pierce, FL 34950).

14. List this project's measurable goals and objectives, as well as the date(s) when each will be met.

80% of participants will increase their knowledge of college entrance requirements

75% of parents and caregivers will develop 2 personal strategies to support participants with college entrance (i.e. tutoring, on-line classes, credit recovery opportunities, financial aid seminars)

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

Each participant will be provided with a diagnostic questionnaire that will ask specific questions about the tour and what the benefit of the tour was to them.

Participants will be provided a Pre/Post Survey to gather their knowledge on the requirements to enter college, maintain during college and a take away from the tour.

Volunteers will conduct personal interviews with parents to collect data on college entrance strategies.

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

TC Elite will serve 35 players, in which 80% will be low to moderate income participants.

17. Amount of Grant Funds requested in this application: **$5,000.00**

Amount of other funds secured for this program/project: **$23,548.17**

Amount of other funds earmarked for the program/project: _____

Total amount needed to complete this program/project: **$28,548.17**

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

If this grant is not funded by the City of Fort Pierce, the Mega Tour would continue. TC Elite would limit our impact on the community by serving just those students whose parents could subsidize the tour. Participants, parents and caregivers would have to pay the balance of expenses not covered by grants, and other fundraising activities. Based on summer 2019 costs to potential participants would be $600.00 to cover the cost of the college tour program. If TC Elite is not able to secure the additional funding, we could not meet our growth plan of 35 participants in 2021. In addition, TC Elite must remove some of the college locations the funds needed to replicate the event would be too great. TC Elite has every intention to continue our solicitation efforts to make this program and experience a success for the college tour participants. The request for $5,000.00 would support lodging, food and travel expenses for college bound young men from Fort Pierce.

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

TC Elite will grow the Mega Tour to achieve our goal of serving 35 young men annually, 2018 was the inauguration for this event. In 2021, we are growing and have more interests. TC Elite is working with current board members to make a financial commitment to the young men, and to grow the board to increase awareness and giving. TC Elite is moving towards corporate sponsorships in the future for support. TC Elite will move to diversified funding streams to support its growth. TC Elite will incorporate a participation fee for the families on a sliding scale and ask students to participate in fundraising to offset some of the expenses.

20. Select every qualifier below that best describes your project.

- [x] Improve or enhance education opportunities
- [ ] Improve or enhance job training opportunities
- [ ] Improve or enhance employment opportunities
- [x] Promote cultural diversity
- [x] Promote outdoor activities and a healthy lifestyle
- [ ] Spur interest and participation in neighborhood improvement activities
- [ ] Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods
- [ ] Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community
- [ ] Instill and foster community pride
- [ ] Promote neighborhood beautification and revitalization
- [ ] Promote activities that protect the environment
- [ ] Discourage adverse activity such as crime, drug use, and vandalism
- [ ] Inspire and support the healthy development of youth

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

Improve or enhance education opportunities

The ability to be a part of a college tour program such as this will enhance the participants chance to be able to be exposed to the possibility of college life and promote intrinsic motivation to see education as a way to a path of success.

Promote cultural diversity

The students that will attend this tour, will be from all walks of life including different ethnic groups, schools, and counties and from different socio-economic groups as well. This will teach the participants to learn the cultures and customs of their peers when traveling within a bus from city to city and schools. The students will also have to be able to collaborate in effort in which they will be required to be housed in the same rooms and have motivational conversations to help with the which they will need in school as well as within our community which will over flow into the work place.

Promote outdoor activities and a healthy lifestyle

The 7-on-7 format is popular among high school football teams as a method to keep players in shape during the summer months. The game emphasizes passing using a 40-yard field and a one-hand touch for a tackle. All players, except the center, are eligible receivers. The games are 20 to 25 minutes long. Uniforms consist of shorts and T-shirts with no pads. The combination of practices and tournaments participants will spend ample outside engaging in physical fitness and creating a healthy lifestyle.

22. Date project to begin: **May 2021**

Date project to be completed: **August 2021**

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2020-2021" on Page 4 of the Grant Guidance.

The TC Elite College Tour program is open to all youth that are enrolled in the high school educational institutions and will not discriminate against any participants. All participants are welcome the City of Ft. Pierce grant will help TC Elite make the tour possible for families who reside within the city limits of Fort Pierce who may otherwise not participate. We will make sure that we advertise this information on all of our social outlets as well as document the diversity of the participants on the college tour whom are a part of our program through parent information sheets that will be logged in as a excel worksheet to verify our efforts.

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed, or disability. How will your project comply with this expectation?

TC Elite will collaborate with the local high school coaches to share the information. Notices will go be posted on social media flyers, and word of mouth. TC Elite's goal is to share the information with as many families possible. Our efforts are to ensure that everyone is given an opportunity to be part of the college tour with participation requirements as well. We will also place flyers within the school locations as well as local businesses and after-school programs to ensure that we are reaching the community and providing a vast opportunity for youth within the community to take part in this life-changing experience.

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

TC Elite will collaborate with the local high school coaches to share the information. Notices will go be posted on social media flyers, and word of mouth. TC Elite's goal is to share the information with as many families possible. Our efforts are to ensure that everyone is given an opportunity to be part of the college tour with participation requirements as well. We will also place flyers within the school locations as well as local businesses and after-school programs to ensure that we are reaching the community and providing a vast opportunity for youth within the community to take part in this life-changing experience.

26. List the locations throughout the community, as well as online, where your program is advertised:

Our program is advertised on our social media platforms, Face Book & Twitter. We have a website (tcelite7v7.com).

2020-2021 PUBLIC SERVICE GRANT APPLICATION

26. Provide a COMPLETE, detailed budget for **THIS** project in the budget chart below. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    NOTE: Volunteer Hours may be calculated at $12/hour.

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

Program/Project Expense/Description	City Grant	Other Committed Funds and/or $$ Amount or In-Kind	Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source")
Staff: Executive Director Director of Athletics Educational Director @ 7 Days x 8hrs x 3ppl X $12 = 2,304		**$2,304**	Treasure Coast Elite
Football Camps Samford Univ. / Chris Hatchford @ ($60 x 35 =$2,100) Champions Elite Camp @ ($74 x 35 = $2,590) Mercer Univ ($60 x 35 =$2,100) Kennesaw State ($60 x 35 =$2,100) Total=$8,890	**$2,500**	**$8,890**	Treasure Coast Elite
Hotels Fairfield Inn @ (125.26 x 11 =$1,366.86) Home 2 Suites @ (133.28 x 11 = $1,466.08) Homewood Suites @ (142.49 x 11 = $1,567.39)		**$4,400.33**	Treasure Coast Elite
Hotel (est. attached) Home 2 Suites @ (124.60 x 11 rooms =$1,370.60) Fairfield Inn (125.26 x 11 =$1,366.86) Fairfield Inn ($110.58 x 11= $1,216.38)	**$2,500**	**$3,953.84**	Treasure Coast Elite
Charter Bus		**$9,000**	Treasure Coast Elite
TOTALS	**$5, 000**	**$28,548.17**	
(use more lines/pages as necessary)			

27. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to the project, including all volunteers.

Jabari Williams	
Telephone Number	772-519-0308
Email Address	jabari.williams74@gmail.com
Organization Position	Executive Director (or CEO pick one)
City of Residence	Port St. Lucie
Qualifications	12 years coaching H.S. Athletes
Professional Licenses	Certified Correctional Probation Ofc.
Role in Project	Coach/Mentor
% of Time Dedicated to Project	100%

Name	Antoine Barber
Telephone Number	772-203-4470
Email Address	Roscoe0832@aol.com
Organization Position	Director of Athletics
City of Residence	Fort Pierce
Qualifications	Experienced athlete and coach
Professional Licenses	
Role in Project	Director of Athletics
% of Time Dedicated to Project	75%

Name	James Monds Jr.
Telephone Number	321-456-7065
Email Address	james.monds@gmail.com
Organization Position	Educational Director
City of Residence	Fort Pierce
Qualifications	9 years
Professional Licenses	
Role in Project	Educational Director
% of Time Dedicated to Project	50%

Electronic Articles of Incorporation For

TREASURE COAST ELITE, INC.

N12000002900
FILED
March 16, 2012
Sec. Of State
jahickman

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

TREASURE COAST ELITE, INC.

Article II

The principal place of business address:

601 NW RAINBOW STREET
PORT ST. LUCIE, FL. 34983

The mailing address of the corporation is:

601 NW RAINBOW STREET
PORT ST. LUCIE, FL. 34983

Article III

The specific purpose for which this corporation is organized is:

ALL STAR 7 ON 7 FOOTBALL TEAM FOR THE TREASURE COAST OF SOUTH FLORIDA TO HELP HIGH SCHOOL STUDENTS IN THE RECRUITING PROCESS

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

JABARI R WILLIAMS
601 NW RAINBOW STREET
PORT ST LUCIE, FL. 34983

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: JABARI R WILLIAMS

N12000002900
FILED
March 16, 2012
Sec. Of State
jahickman

Article VI

The name and address of the incorporator is:

STACEY LABANOWITZ
7547 SW HERRINGTON LANE

STUART, FL 34997

Electronic Signature of Incorporator: STACEY LABANOWITZ

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
JABARI R WILLIAMS
601 NW RAINBOW STREET
PORT ST LUCIE, FL. 34983

Title: VP
JAMES A MONDS
601 NW RAINBOW STREET
PORT ST LUCIE, FL. 34983

Article VIII

The effective date for this corporation shall be:

03/16/2012

A G R E E M E N T

THIS AGREEMENT made and entered into this _____ **day of**____ **2021**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and _____**,** Florida non-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

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

WHEREAS, said grant provides that the Grantor may contract with subrecipient organizations to administer and implement a project set forth herein; and

WHEREAS the City of Fort Pierce desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

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

1. Scope of Service:
   A. The Subrecipient shall do, perform and carry-out, in a satisfactory manner, as determined by the Grantor, the goals, objectives, and tasks which it undertakes pursuant to this Agreement. The Subrecipient further agrees to utilize funds made available under the CDBG program for the purpose of implementing the activity as described herein.

      The Subrecipient certifies that the community development project provided for herein gives maximum feasible priority to activities that benefit low or moderate- income families, aids in the prevention or elimination of slums or blight, and or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

   B. Program Delivery:

      Provide funding to assist with registration fees, travel liability insurance, program supplies and equipment, educational materials, food and nutrition for participation in Arts, Sports/Fitness and Educational Youth Programs. **Program will take place at: _____**

   C. Levels of Accomplishment:

Activity # 1		

   D. Budget:

	$
Total	**$**

2. Compensation: The Subrecipient shall be paid a total consideration of **$_____** for full performance of the services specified under this Agreement. When requesting funds subrecipient shall submit a summary invoice that clearly details project expenses incurred. The invoice must

be accompanied by a payment request form. Canceled checks and/or other acceptable evidence of indebtness should be maintained for monitoring purposes.

3. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 1, 2021.**

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

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

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

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

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

   The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

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

   Any equipment purchases over $500 (five hundred dollars) must be maintained, and available for on-site monitoring for a minimum of five (5) years. If the Subrecipient is dissolved or becomes inactive, all equipment purchases over $500 (five hundred dollars) must be returned to the Grantor (the City of Fort Pierce) in useable condition or the Grantor (the City of Fort Pierce) must be reimbursed for said purchases.

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

6. Program Income: Program income (defined at 24 CFR 470.500) derived from the project, if any, shall revert to the Grantor for use in the Community Development Block Grant program.

   If the Subrecipient executes an Assignment of Proceeds and Grant of Lien to the Grantor, specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this Contract as Appendix A.

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

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

9. General Terms and Conditions:

   A. The Subrecipient agrees to submit program status reports to the Grantor monthly and other reports as may be required. The program status reports shall include the annual budget with monthly revenue and expense reports and number of clients served, at a minimum. A standard reporting form will be provided by the Grantor.

   B. The Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and submit this information to the City in the monthly report.

   C. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office**.**

   D. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project.

   E. The Subrecipient hereby severally warrants that all project records, books, papers, and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers, and documents.

   F. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

   G. The Subrecipient agrees to purchase necessary flood insurance if its project is in a flood hazard area and the nature of the project requires such insurance.

   H. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

   I. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

   J. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

K. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

L. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.

M. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be always deemed an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

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

10. Special Terms and Conditions

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD.

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

1) Fails to file required reports or to meet project progress or completion deadlines.

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L).

3) Expends funds under this Agreement for ineligible activities, services or items.

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed.

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

11. Other Provisions

A. Equal Employment Opportunity

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

1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1)

and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

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

Specific (not exclusive) Discriminatory Actions Prohibited:

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

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

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

1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding

procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

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

D. Nondiscrimination in Federally Assisted Programs.

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

E. Labor Standards.

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

F. Flood Disaster Protection.

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

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

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

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed

in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

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

J. Special Assessments.

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

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

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.

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

M. Lobbying Restrictions.

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

N. Provisions Required by Law Deemed Inserted.

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

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

GRANTOR:
ATTEST CITY OF FORT PIERCE

_____ _____
Linda Cox, City Clerk Linda Hudson, Mayor

APPROVED AS TO FORM CORRCTNESS:

By: _____
Peter Sweeney, City Attorney

SUBRECIPIENT: _____

By: _____ By: _____

Print: _____ Print: _____

Title: _____ Title: _____

Today's Date: _____ Today's Date: _____

City Commission Regular Meeting - 6:00 pm **11. e.**

Meeting Date: 05/03/2021

Re: Lot Clearing Reduction Request - 1501 Avenue J

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

SUBJECT:

Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $809.04 against 1501 Avenue J, Fort Pierce, FL, Parcel ID # 2404-810-0007-000/2 owned by Kenneth Mills and Albert Russo, by waiving the interest, penalties and administrative costs in the amount of $234.04 leaving a **balance due of $575.00 payable in 60 days.**

SUMMARY:

Request by applicant to waive the interest, penalties and administrative costs in the amount of $234.04 leaving a balance due of $575.00 payable in 60 days.

RECOMMENDATION:

Staff recommends waiving the interest, penalties and administrative costs in the amount of $234.04 leaving a balance due of $575.00 payable in 60 days.

ALTERNATIVES:

Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Finance Department

Fiscal Impact

OTHER INFORMATION:

Income of $575.00 to the General Fund

Attachments

Property Card
Location Case History
Amount Due - Finance
Reduction Request

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/20/2021 10:48 AM
Form Started By: Peggy Arraiz		Started On: 04/15/2021 02:24 PM

Final Approval Date: 04/20/2021

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 1501 Avenue J
Sec/Town/Range: 04/35S/40E
Parcel ID: 2404-810-0007-000-2
Jurisdiction: Fort Pierce

Use Type: 0000
Account #: 17812
Map ID: 24/04S
Zoning: Medium Den

Ownership

Albert Russo
Kenneth Mills

PO Box 311
Fort Pierce, FL 34954

Legal Description

RE-S/D OF JELLISONS S/D BLK C LOT 7 (OR 1338-2598)

Current Values

Just/Market Value:	$4,100
Assessed Value:	$1,948
Exemptions:	$0
Taxable Value:	$1,948

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.12
Land Size (SF):	5,040

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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2404-810-0007-000/2
1501 AVENUE J FT PIERCE FL 34950

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
91-00001465	LOT CLEARING	7/11/91	IN COMPLIANCE	0/00/00
93-00000823	LOT CLEARING	6/29/93	IN COMPLIANCE	11/05/93
93-00001914	LOT CLEARING	12/07/93	IN COMPLIANCE	3/30/94
96-00000215	PROPERTY MAINTENANCE	1/25/96	VOIDED	7/29/96
96-00004321	LOT CLEARING	8/28/96	IN COMPLIANCE	10/11/96
96-00004323	SCRAPS AND WASTES	8/28/96	IN COMPLIANCE	10/11/96
96-00005625	PROPERTY MAINTENANCE	10/11/96	IN COMPLIANCE	12/16/96
97-00001934	LOT CLEARING	4/14/97	IN COMPLIANCE	7/01/97
97-00005678	LOT CLEARING	9/15/97	IN COMPLIANCE	10/03/97
98-00004727	LOT CLEARING	7/08/98	IN COMPLIANCE	7/27/98
99-00001945	CONDEMNATION (BLDG)	5/07/99	IN COMPLIANCE	1/24/00
99-00003733	LOT CLEARING	8/10/99	IN COMPLIANCE	10/14/99
99-00005438	LOT CLEARING	10/18/99	IN COMPLIANCE	11/02/99
99-00006718	LOT CLEARING	12/29/99	INVOLUNTARY COMPLIANCE	2/08/00
00-00002522	LOT CLEARING	5/04/00	IN COMPLIANCE	8/07/02
00-00004508	LOT CLEARING	7/27/00	IN COMPLIANCE	8/21/00
01-00002565	NUISANCE ABATEMENT	5/11/01	IN COMPLIANCE	5/31/01
01-00006211	LOT CLEARING	11/15/01	INVOLUNTARY COMPLIANCE	12/13/01
02-00001498	CODE ENFORCEMENT VIOLATION	12/16/02	IN COMPLIANCE	12/16/02
03-00002297	LOT CLEARING	6/26/03	IN COMPLIANCE	6/26/03
03-00004211	LOT CLEARING	11/14/03	IN COMPLIANCE	11/14/03
04-00001590	CODE ENFORCEMENT VIOLATION	6/30/04	IN COMPLIANCE	6/30/04
05-00000633	LOT CLEARING	3/11/05	INVOLUNTARY COMPLIANCE	3/11/05
05-00000645	LOT CLEARING	3/16/05	VOIDED	3/16/05
05-00002219	LOT CLEARING	8/11/05	CLOSED	12/19/19
05-00003091	LOT CLEARING	11/09/05	IN COMPLIANCE	9/25/08
06-00001009	LOT CLEARING	4/13/06	INVOLUNTARY COMPLIANCE	9/04/08
06-00003533	LOT CLEARING	9/29/06	IN COMPLIANCE	7/23/08
07-00001316	LOT CLEARING	4/27/07	INVOLUNTARY COMPLIANCE	6/18/07
07-00002791	LOT CLEARING	8/01/07	IN COMPLIANCE	8/27/07
07-00003390	LOT CLEARING	9/04/07	IN COMPLIANCE	9/27/07
08-00002550	LOT CLEARING	7/23/08	INVOLUNTARY COMPLIANCE	9/02/08
12-00001281	LOT CLEARING	7/20/12	INVOLUNTARY COMPLIANCE	11/06/12
13-00000760	LOT CLEARING	5/17/13	INVOLUNTARY COMPLIANCE	9/16/13
13-00001714	LOT CLEARING	8/26/13	INVOLUNTARY COMPLIANCE	11/19/13
14-00002376	SLUM & BLIGHT REMEDIATION	11/21/14	INVOLUNTARY COMPLIANCE	3/02/15
15-00001284	LOT CLEARING	8/05/15	IN COMPLIANCE	11/18/15
18-00000813	LOT CLEARING	3/16/18	INVOLUNTARY COMPLIANCE	10/12/18
19-00002107	LOT CLEARING	8/08/19	CLOSED	10/25/19
19-00002835	LOT CLEARING	10/25/19	INVOLUNTARY COMPLIANCE	12/27/19
20-00001622	LOT CLEARING	7/14/20	INVOLUNTARY COMPLIANCE	2/24/21

Peggy Arraiz

From: Kathy D'arton
Sent: Tuesday, March 09, 2021 2:54 PM
To: Peggy Arraiz
Subject: RE: 1501 Avenue J

Hi Peggy,

Please find below the Lot Clearing Liens that I found on 1501 Ave J:

Customer ID . . . : 1653 Name: 1501 AVE J RUSSO, ALBERT
Last statement . : 3/08/21 Addr: 240481000070002 RUSSO, ALBERT
Last invoice . . : 1/26/21 FT PIERCE, FL 34954
Current balance . : 809.04
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 809.04 Type: 001 0000 115 02 00 LC
Deposit balance . : .00

Opt Code	Description	Total due
INT01	LC INTEREST CHARGE 6%/YR	28.32
LOTAD	LOT CLEARING ADMIN FEE	200.00
LOTC2	LC	575.00
PEN01	LC PENALTY CHARGES OF .1%	5.72

Thank you and have a great afternoon,

Kathryn D'Arton | Senior Accounting Analyst
City of Fort Pierce
Finance Department
100 N. US Hwy #1; P.O. Box 1480
Fort Pierce, FL 34954-1480
Phone: 772.467.3076 Fax: 772.489.2594
kdarton@cityoffortpierce.com

Website | Facebook | Survey

From: Peggy Arraiz <parraiz@cityoffortpierce.com>
Sent: Tuesday, March 09, 2021 1:16 PM
To: Kathy D'arton <kdarton@cityoffortpierce.com>
Subject: FW: 1501 Avenue J

Can you advise what the lien status is on this property?

Thanks!

From: Janey Vanderhorst <JVanderhorst@cityoffortpierce.com>
Sent: Tuesday, March 09, 2021 1:11 PM

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 1501 Ave J Fort Pierce, Fl. 34950

Property Owner: Kenneth Mills / Albert Russo

Mailing Address: P.O. Box 311 Fort Pierce, Fl. 34954

Telephone #: 772-466-8398 Cell Phone #: 772-370-5420

E-Mail Address: pastorkennymills@aol.com

Is the property in compliance? yes If no, please explain in the narrative of your request.

I, Rev. Kenneth Mills Sr., do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

We are requesting a reduction in the total amount of the penality imposed and in support of our request. I was allowing membrag our Church at the time live in the property at 1501 Ave S. When the City demolished the facility and the zoning rule was changed for Buildings on Lots we were not able to rebuild a house on the property. The Lot was not big enough for our Church to rebuild. We were able to do our due diligence to maintain the Lot but over time it became uncontrollable for our organization to maintain. We do need the help our our City to mitigate In part these liens. Thank You

Date: March, 27 2021 Signed: Rev. Kenneth Mills Sr.

Print Name: Rev. Kenneth Mills Sr.

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20____.

_____

Notary Public, State of Florida

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	March 27, 2021				
Property address:	1501 Ave J Fort Pierce, Fl. 34950				
Owner(s) of record:	Kenneth Mills / Albert Russo				
Mailing address:	P.O. Box 311 Fort Pierce, Fl. 34954				
Property tax ID #:	2404-810-0007-0001/2				
Original purchase date:		Original purchase price:			
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☒ Vacant Lot
Name of person requesting reduction:	Rev. Kenneth Mills	Relationship to owner(s)	Church Property		
Telephone #:	772-370-5420	Mobile phone #:	Off 772 466-8398		
E-mail:	pastorkennymills@aol.com	Preferred contact method:	772-370-5420		
What are owner(s) intentions for property:	We are not able to build a home or Building				
Are there current code violations?	☒ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☒ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☒ No	☐ Yes	If yes, what is the sale price?		

City incurred charges (lot clearing, demolition, etc)	$ 525.00
Administrative fees	$ 200.00
Interest	$ 28.32
Penalties	$ 5.72
TOTAL AMOUNT DUE TO CITY	$ 809.04
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ 234.04
DOLLAR AMOUNT I AGREE TO PAY	$ 575.00 (2 months To Pay Debt!)

Rev. Kenneth Mills Sr. 3-27-21
Signature of Owner or Representative Date

Kenneth Mills
Printed Name

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	1501 Ave J Ft. P. Fl. 34950

☒ I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☒ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☒ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Kenneth Mills Sr 3-27-21 — Kenneth M. Mills Sr

Signature of Owner or Representative — Date — Printed Name

COFP – APPLICATION PROCESS DETERMINATION

☐ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

_____

_____

_____

_____ — _____ — _____

City Representative — Date — Printed Name

Rule 17. Requests for Reduction of Liens.

A. A respondent may request a reduction of a lien otherwise imposed by the City to the Department, after the original violation is in compliance and the Department has issued an affidavit of compliance. No such request shall be made until after the date originally set for compliance has passed and the property is already under penalty. Any request for reduction of lien shall be made in writing to the Department and shall state reasons why a reduction of the Lien should be considered. The request should include a description of any supporting documentation which should be considered in furtherance of such request.

B. If any of the following conditions are met, the Department has the authority to process a lien reduction request and issue a Release of Lien:

(1) The amount of settlement for a property zoned residential with less than four (4) dwelling units is $5000 or more and is payable in less than 30 days.

(2) The amount of the settlement for a property either zoned residential with four (4) or more dwelling units, zoned commercial or zoned industrial is $10,000 or more and is payable in less than 30 days.

(3) The settlement is based upon the receipt of excess tax sale proceeds that have been received by the City and respectively cover the administrative costs incurred.

The Department shall forward the request to the Special Magistrate or Code Enforcement Board if additional review is required, if a hearing is specifically requested or in the best interest of the City. The Department and Requestor may enter into an agreement to settle the Lien reduction. Any written agreement between the requesting party and the Department to settle the lien reduction shall constitute a waiver of hearing by the Special Magistrate or Code Board by both parties.

C. If the request does not meet the criteria outlined in Section (b), the Department has determined the request requires additional review, or the requesting party chooses to not waive his or her right to a hearing, the Department shall schedule a hearing on the request before the Special Magistrate or Board, with notice to the respondent. After hearing both sides, the Special Magistrate shall make a determination, or the Board shall adopt a motion, that the request for reduction of the lien be denied, granted, or granted with conditions. The determination will be based upon evidence, upon consideration of the following criteria:

(1) The gravity or seriousness of the violation;

(2) Any and all actions taken by the violator to correct the violations or, if the violation was not corrected by the original violator, what action was taken by any other owner or party in interest to bring the property into compliance;

(3) The length of time necessary to bring the property into compliance;

City Commission Regular Meeting - 6:00 pm **12. a.**

Meeting Date: 05/03/2021

Re: 515 N 14th Street - Demolition Hearing - Resolution No. 21-R25

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

---

SUBJECT:

Resolution No. 21-R25 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 515 N 14th Street to show cause why the structure located on the premises should not be condemned and demolished.

SUMMARY:

- 3/5/2019 - Condemnation case initiated to owner Willie Lampkin.
- 3/27/2019 - Mr. Lampkin stated he had plans to rehabilitate the structure and requested more time to obtain funding. Extension granted.
- 5/15/2019 - Mr. Lampkin advised he could not obtain funding, but has found a buyer who will do the rehabilitation. Requested an additional extension, which was granted.
- 2/6/2020 - Title transferred to Mr. Brown - resent notice in Mr. Brown's name.
- 2/19/2020 - Mr. Brown contacted my office and stated they would get to work right away and provide an update no later than 3/1/2020.
- 3/09/2020 - Demo permit applied for to demo the interior walls and roof only, but the application process was never completed.
- March 2020 - March 2021 - No contact from Mr. Brown.
- Following notice of the hearing, a new demolition permit for the demolition of the roof, trusses, framing and walls only has been applied for and is in plan check.

RECOMMENDATION:

Staff recommends the City Commission approve Resolution No. 21-R25 declaring that the structure located at 515 N 14th Street be condemned and demolished in accordance with the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

ALTERNATIVES:

Amend Resolution No. 21-R25
Deny Resolution No. 21-R25

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Building Department
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

If demolition is conducted by the City, a cost of $5,805.00 from the Clean & Safe Community Initiative Fund.

Attachments

21-R25
Notice of Unsafe Building - Lampkin
Notice of Unsafe Building - Brown
Property Maintenance Inspection Report
Property Appraiser ID Cards
Affidavits
Photos - 2019
Photos - 2020
Photos - 2021
Proposed Floor Plan
Building Permit Receipt

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	04/20/2021 10:37 AM
City Manager	Nick Mimms	04/28/2021 02:16 PM

Form Started By: Peggy Arraiz Started On: 04/20/2021 10:34 AM
Final Approval Date: 04/28/2021

RESOLUTION NO. 21-R25

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **515 N 14TH STREET** IN FORT PIERCE, FLORIDA 34950 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT SAID BUILDING OR STRUCTURE **SHALL BE DEMOLISHED**; DECLARING THE PARTIES OF INTEREST WERE PROVIDED THE OPPORTUNITY TO BE HEARD AND ARE RESPONSIBLE FOR THE REMOVAL OF THE BUILDING OR STRUCTURE; AND ORDERING THE CITY OF FORT PIERCE TO PROCEED WITH SUCH REMOVAL AND PLACE A LIEN UPON THE PROPERTY IDENTIFIED IF COMPLETED BY THE CITY OF FORT PIERCE; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Code of Ordinances for the City of Fort Pierce, Florida provides the City Commission the authority to declare a building or structure unsafe and require its removal or destruction; and

WHEREAS, a public hearing was held before the City Commission on this date, May 3, 2021 to determine if the building or structure located at 515 N 14th Street, Fort Pierce, FL, 34950 is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community; and

WHEREAS, all parties with interest to the property were properly provided notice of the hearing and given the opportunity to show cause why the structure should not be demolished;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

515 N 14TH STREET

GOLDSMITH`S S/D BLK 1 LOT 7 AND E 7.5 FT OF VAC ALLEY ADJ ON W (OR 498-553: 2380-1716)

Parcel ID: 2409-503-0008-000/1

is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community and, in accordance with the Code of Ordinances of the City of Fort Pierce, order its removal by demolition in accordance with the time frames and regulations outlined in the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

SECTION 2. The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, were provided the opportunity to be heard and to show cause why said building or structure should not be removed or demolished.

EUGENE BROWN JR
2602 ESSEX DRIVE
FT PIERCE, FL, 34946

SECTION 3. The hereinbefore named persons, firms, or corporations are responsible for the removal or demolition of the building or structure and should such parties fail to demolish the building or structure as required by order of the City Commission, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien upon said property.

SECTION 4. The hereinbefore named persons, firms, or corporations shall have the right to appeal this resolution to the Circuit Court of St. Lucie County, within thirty (30) days of the effective date of this resolution pursuant to the Florida Rules of Appellate Procedure.

SECTION 5. A certified copy of this resolution shall be mailed by registered or certified mail to the hereinbefore named persons, firms, or corporations, by the City Clerk for the City of Fort Pierce, Florida.

SECTION 6. This resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____, 20____.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Peter J. Sweeney, Esq.
City Attorney

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

Notice of Unsafe Building
Affidavit

Case#: 19-0583

Property Address: 515 N 14TH ST

Tax ID#: 2409-503-0008-000/1

Legal Description: GOLDSMITH`S S/D BLK 1 LOT 7 AND E 7.5 FT OF VAC ALLEY ADJ ON W (OR 498-553: 2380-1716)

Owner(s): WILLIE J LAMPKIN
BOBBIE JEAN LAMPKIN
TRYSTAL LAMPKIN
PO BOX 1183
FT PIERCE, FL 34954

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4542472 03/15/2019 02:36:43 PM
OR BOOK 4244 PAGE 268 - 271 Doc Type: NOT
RECORDING: $35.50

This AFFIDAVIT certifies that the above property, building, structure or premise is unsafe and the owner(s) of record has been properly served.

3/5/19
Date

Margaret M. Arraiz
Margaret M. Arraiz, City of Fort Pierce, Florida

Attachment: Notice of Unsafe Building Letter

This Affidavit shall remain on file until such time as the condition(s) rendering the building, structure or premise unsafe have been abated.

State of Florida, County of St. Lucie

The foregoing instrument was acknowledged before me this 5th day of March, 2019, by Margaret M. Arraiz who is personally known to me.

Colleen Greer
Signature of Notary

stamp

COLLEEN GREER
State of Florida - Notary Public
Commission # GG 013803
My Comm. Expires 11-13-2020
Bonded Through
National Notary Assn

C0083774

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

March 5, 2019

Case #: 19-0583

WILLIE J LAMPKIN
BOBBIE JEAN LAMPKIN
TRYSTAL LAMPKIN
PO BOX 1183
FT PIERCE, FL 34954

RE: Address: 515 N 14TH ST
Tax ID #: 2409-503-0008-000/1

Pursuant to the City of Fort Pierce Code of Ordinances and the International Property Maintenance Code (IPMC) s. 108, the property located at the above referenced location has been found to be unsafe and is in violation of the following:

108.1.1 Unsafe structures.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment.

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

108.1.3 Structure unfit for human occupancy.

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

108.1.5 Dangerous structure or premises.

For the purpose of this code, any structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

Atención: Documento importante con respecto a sus derechos y responsabilidades. Si usted no comprende ingles consiga traducción inmediatamente.
Atansyon: Dokuman sa impòtan an rapò avek droi è responsablitè ou. Si ou pa kompran anglè relé nou ou bien chèché ou moun póu nou espliké sa tou suit.

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.468.0457

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

304.2 Protective treatment.

Exterior surfaces, including but not limited to , doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to ruse or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.4 Structural members.

All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.7 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.13 Window, skylight and door frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing.

All glazing materials shall be maintained free from cracks and holes.

305.2 Structural members.

All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces.

All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

605.1 Installation.

All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

704.2 Single- and multiple-station smoke alarms.

Single-and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.

704.2.1.2 Groups R-2, R-3, R-4 and I-1.

Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.

2. In each room used for sleeping purposes.

3. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

<u>The building, structure, or premise is condemned and shall be demolished, unless plans for rehabilitation of the structure are submitted within 30 days and proper permits are obtained.</u>

The building or structure has been posted with a Condemned placard and ordered vacated to prevent further occupancy until work is completed and the final inspection has been approved. The rehabilitation or demolition of the building or structure must fully comply with all local ordinances and the currently adopted Florida Building Code (FBC). **If no action has been taken by the legal owner to come into compliance within the time specified, the City may initiate demolition proceedings in accordance with the City of Fort Pierce Charter and all applicable codes, with all costs incurred charged against the owner of record and a lien filed upon such real estate.**

Should you have questions regarding this matter, you may contact my office at (772) 467-3720.

Sincerely,

Margaret M. Arraiz
Code Compliance Manager
City of Fort Pierce

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

Notice of Unsafe Building
Affidavit

Case#: 19-0583

Property Address: 515 N 14TH ST

Tax ID#: 2409-503-0008-000/1

Legal Description: GOLDSMITH`S S/D BLK 1 LOT 7 AND E 7.5 FT OF VAC ALLEY ADJ ON W (OR 498-553; 2380-1716)

Owner(s): EUGENE BROWN JR
2602 ESSEX DRIVE
FT PIERCE, FL 34946

This AFFIDAVIT certifies that the above property, building, structure or premise is unsafe and the owner(s) of record has been properly served.

2/7/20
Date

Margaret M. Arraiz
Margaret M. Arraiz, City of Fort Pierce, Florida

Attachment: Notice of Unsafe Building Letter

This Affidavit shall remain on file until such time as the condition(s) rendering the building, structure or premise unsafe have been abated.

State of Florida, County of St. Lucie

The foregoing instrument was acknowledged before me this 7th day of February, 2020, by Margaret M. Arraiz who is personally known to me.

Colleen Greer
Signature of Notary

stamp

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4672098 02/07/2020 02:31:57 PM
OR BOOK 4380 PAGE 718 - 721 Doc Type: AFF
RECORDING: $35.50

COLLEEN GREER
State of Florida - Notary Public
Commission # GG 013803
My Comm. Expires 11-13-2020
Bonded Through
National Notary Assn

C0092738

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

February 6, 2020

Case #: 19-0583

EUGENE BROWN JR
2602 ESSEX DRIVE
FT PIERCE, FL 34946

RE: Address: 515 N 14TH ST
Tax ID #: 2409-503-0008-000/1

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108.1.2 Unsafe equipment.

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

108.1.3 Structure unfit for human occupancy.

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

108.1.5 Dangerous structure or premises.

For the purpose of this code, any structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

C0092739

Atención: Documento importante con respecto a sus derechos y responsabilidades. Si usted no comprende ingles consiga traducción inmediatamente.
Atansyon: Dokuman sa impòtan an rapò avek droi è responsablitè ou. Si ou pa kompran anglè relé nou ou bien chèché ou moun póu nou espliké sa tou suit.

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

304.2 Protective treatment.

Exterior surfaces, including but not limited to , doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to ruse or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.4 Structural members.

All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.7 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.13 Window, skylight and door frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing.

All glazing materials shall be maintained free from cracks and holes.

305.2 Structural members.

All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces.

All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

605.1 Installation.

All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

704.2 Single- and multiple-station smoke alarms.

Single-and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.

704.2.1.2 Groups R-2, R-3, R-4 and I-1.

Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.

2. In each room used for sleeping purposes.

3. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

The building, structure, or premise is condemned and shall be demolished within 30 days. The building or structure has been posted with a Condemned placard and ordered vacated to prevent further occupancy until work is completed and the final inspection has been approved. The demolition of the building or structure must fully comply with all local ordinances and the currently adopted Florida Building Code (FBC). **If no action has been taken by the legal owner to come into compliance within the time specified, the City may initiate demolition proceedings in accordance with the City of Fort Pierce Charter and all applicable codes, with all costs incurred charged against the owner of record and a lien filed upon such real estate.**

Should you have questions regarding this matter, you may contact my office at (772) 467-3720.

Sincerely,

Margaret M. Arraiz
Code Compliance Manager
City of Fort Pierce

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

Property Maintenance Inspection Report

Property Address	515 N 14th St	Parcel ID #	2409-503-0008-000-1		
House Color	Cream	# of Units		Historic?	Non-contributing
Type of Structure	Single Family Residence	Building Occupied	No	Time to Comply	30 Days

Action to be take - Select all that apply

(●) Unsafe Building - Rehab (●) Unsafe Building - Demo ( ) Nuisance Abatement - Board up

Inspector	Shaun Coss	Date	07/25/2018	Property Posted?	No

Comments: Recommended for demo if not rehabilitated in a timely manner.

- (✓) Active Code Cases 19-79 Bees
- ( ) NONE
- ( ) Active Building Permit
- (✓) NONE
- (✓) Lis Pendens check
- ( ) Rehab letter sent
- ( ) Demo letter sent
- ( ) Nuisance letter sent
- ( ) Title search done no mathyp
- ( ) Affidavit recorded

Contact Information [Add new contact]

Contact Info

Comments: 772-216-1845 - Willie Lampkin

wife/daughter in Bobbie Jean/Trystne

No electric?
not in list

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[X] Unsafe structures

[X] 108.1.1 - Unsafe structure

- [ ] Lacks adequate protection from fire
- [ ] Contains unsafe equipment
- [X] All or part of building is likely to collapse

[X] 108.1.2 - Unsafe equipment

- [ ] Unsafe boiler / heating equipment
- [X] Unsafe electrical wiring / device
- [ ] Unsafe elevator / moving stairway
- [ ] Flammable liquid containers within structure
- [ ] Other unsafe equipment

[X] 108.1.3 - Structure unfit for human occupancy

- [X] Unsafe or unlawful
- [ ] Unsanitary / contains filth / contamination
- [ ] vermin or rat infested
- [ ] lacks illumination
- [ ] Location of structure constitutes a hazard
- [ ] lacks ventilation
- [ ] lacks heat
- [ ] lacks maintenance
- [ ] lacks sanitary facilities

[ ] 108.1.4 - Unlawful structure

- [ ] Occupied by more persons than permitted
- [ ] Erected, altered or occupied contrary to law

[X] 108.1.5 - Dangerous structure or premises

- [ ] (1) Any door, aisle, passageway, stairway, or exit that does not comply to requirements for exiting the building
- [X] (2) The walking surface of means of egress is so warped, worn, loose, torn or otherwise unsafe to provide means of egress.
- [X] (3) Any portion of a structure damaged by fire, wind, flood, earthquake, deterioration, neglect, abandonment, vandalism or any other cause that it is likely to partially or completely collapse, or to become detached or dislodged.
- [ ] (4) Any portion of a building, appurtenance or ornamentations that is not of sufficient strength or stability, or is not so anchored or attached to be capable of resisting natural or artificial loads of one and one-half the original designed value.
- [ ] (5) The structure or part of structure because of dilapidation, deterioration, decay, faulty construction, the removal or movement of ground necessary for support or any other reason is likely to collapse or under pining is likely to fail or give way.
- [X] (6) The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
- [X] (7) The structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance.
- [ ] (8) Any structure that exists or has been maintained in violation of any specific requirement or prohibition to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- [ ] (9) Any structure intended to be used for dwelling purposes, due to inadequate maintenance, dilapidation ,decay ,damage, faulty construction, inadequate light, ventilation, mechanical or plumbing system is determined to be unsanitary, unfit for human habitation or in such a condition that it is likely to cause sickness or disease.
- [ ] (10) Any structure, due to lack of sufficient fire resistance rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause is determined to be a threat to life or health.
- [ ] (11) Any portion of a building remains on a site after the demolition of the structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

Comments: Roof collapsing, meter can tampered with.

[ ] Section 302 - Exterior property areas

[ ] Section 303 - Swimming Pools, Spas and Hot Tubs

[X] Section 304 - Exterior Structure

[ ] 304.1 - General - The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare.

[ ] 304.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBC as required for existing buildings.

- [ ] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐	2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
☐	3. Structures or components thereof that have reached their limit state.
☐	4. Siding and masonry joints are not maintained, weather resistant or water tight.
☐	5. Structural members that have evidence of deterioration or cannot safety support all nominal loads and load effects.
☐	6. Foundation systems that are not firmly supported by footings, are not plumb without cracks and breaks and are not properly anchored or cannot support all nominal loads and resisting all load effects.
☐	7. Exterior walls that are not anchored to supporting elements or are not plumb or free from holes, cracks, breaks or loose or rotting materials, are not properly anchored and not able of supporting all nominal loads and resisting load effects.
☐	8. Roofing that have defects that admit rain, roof surfaces with inadequate drainage, or any portion that is not in good repair with signs of deterioration, fatigue or without property anchorage and incapable of supporting all nominal loads.
☐	9. Flooring with defects that affect serviceability or that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
☐	10. Veneer, cornices, belt courses, corbels, trim , wall facings not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting load effects.
☐	11. Overhang extensions or projections including trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or anchored with connections unable to support all nominal loads.
☐	12. Exterior stairs, decks, porches, balconies and all attachments such as guards and handrails are not structurally sound, not properly anchored or anchored with connections unable to support all nominal loads and resisting all load effects.
☐	13. Chimneys, cooling towers, smokestacks not properly anchored or that are anchored with connections unable to support all nominal loads and resisting all load effects.
☒	304.2 - Protective Treatment - Exterior surfaces, including doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior surfaces shall be protected from elements and decay by painting or other protective treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion.
☐	304.3 - Address identification - Buildings shall be provided with approved address identification that are legible and placed to be visible from the street fronting the property. They must contrast with their background, be numerical and a minimum of 4" tall.
☒	304.4 - Structural members - Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
☐	304.5 - Foundation walls - Foundation walls shall be maintained plumb and free from cracks and breaks and shall be kept n such condition so as to prevent the entry of rodents and other pests.
☐	304.6 - Exterior walls - Exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
☒	304.7 - Roofs and drainage - The roof and flashing shall be sound, tight and not have defects that admit rain. Drainage must prevent dampness or deterioration in the walls or interior portion of the structure. Drains, gutters and downspouts must be in good repair and free from obstruction. Roof water shall not be discharged in a manner that creates a public nuisance.
☐	304.8 - Decorative features - Cornices, belt courses, corbels, terra cotta trim, wall facing and similar decorative features shall be in good repair with proper anchorage and in safe condition.
☐	304.9 - Overhang extensions - Overhang extensions including canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be in good repair and properly anchored and kept in sound condition. All exposed surfaces of metal or wood shall be protected from the elements with weather coating material such as paint or similar surface treatment.
☐	304.10 - Stairways, decks, porches and balconies - Every exterior stairway, deck, porch and balcony shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
☐	304.11 - Chimneys and towers - Chimneys, cooling towers, smoke stacks, shall be structurally safe and sound and in good repair. Exposed surfaces shall be protected by paint or similar surface treatment.
☐	304.12 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

- [x] 304.13 - Window, skylight and door frames - Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
  - [x] 304.13.1 - Glazing - Glazing materials shall be maintained free from cracks or holes.
  - [ ] 304.13.2 - Openable windows - Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
- [ ] 304.14 - Insect screens - Every door, window and other outside opening required for ventilation or food preparation areas shall have tightly fitting screens of minimum 16 mesh per inch and every screen door must have self closing device is good working condition.
- [ ] 304.15 - Doors - Exterior doors and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door.
- [ ] 304.18 - Building security - Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
  - [ ] 304.18.1 - Doors - Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall have a dead bolt designed to open from the inside without a key.
  - [ ] 304.18.2 - Windows - Operable windows located within 6 ft. above the ground that provides access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.
- [ ] 304.19 - Gates - Exterior gates, gate assemblies, operator systems and hardware shall be maintained in good condition.

Comments

- [x] Section 305 - Interior Structure
- [ ] 305.1 - General - The interior of a structure and equipment shall be maintained in good repair, structurally sound and in a sanitary condition.
  - [ ] 305.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBD as required for existing buildings.
    - [ ] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
    - [ ] 2. The anchorage of the floor or roof to walls or columns, and walls and columns to foundations is not capable of resisting all nominal loads or load effects.
    - [ ] 3. Structures or components thereof that have reached their limit state.
    - [ ] 4. Structural members are incapable of supporting nominal loads and load effects.
    - [ ] 5. Stairs, landings, balconies, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
    - [ ] 6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [x] 305.2 - Structural members - Structural members shall be maintained structurally sound, and capable of supporting the imposed loads.
- [x] 305.3 - Interior surfaces - Interior surfaces, including windows and doors,shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked plaster, decaying wood and other defective surface conditions shall be corrected.
- [ ] 305.4 - Stairs and walking surfaces - Every stair, ramp, landing, balcony, porch, deck or other waling surface shall be maintained in sound condition and good repair.
- [ ] 305.5 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- [ ] 305.6 - Interior doors - Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer.

Comments: Inspection only through rear window: partial interior demo completed

- [ ] Section 306 - Component Serviceability

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- [ ] Section 307 - Handrails and guardrails
- [ ] Section 308 - Rubbish and garbage
- [ ] Section 309 - Pest Elimination
- [ ] Section 404 - Occupancy Limits
- [ ] Section 502 - Required facilities
- [ ] Section 503 - Toilet Rooms
- [ ] Section 504 - Plumbing systems and fixtures
- [ ] Section 505 - Water system
- [ ] Section 506 - Sanitary drainage system
- [ ] Section 507 - Storm drainage
- [ ] Section 601 - Mechanical - General
- [ ] Section 602 - Heating facilities
- [ ] Section 603 - Mechanical equipment
- [ ] Section 604 - Electrical Facilities
- [x] Section 605 - Electrical equipment
  - [x] 605.1 Installation - Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe manner
  - [ ] 605.2 Receptacles - Every habitable space in a swelling shall have at least 2 separate and remove receptacle outlets. Every laundry area shall have at least 1 grounding type receptacle. Every bathroom shall have at least 1 receptacle. All receptacles have faceplates.
  - [ ] 605.3 Luminaires - Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall have at least 1 electric luminaires. Pool/spa luminaires over 15 V shall have ground fault protection.
  - [ ] 605.4 Wiring - Flexible cords shall not be used for permanent wiring, or for running through doors, windows or cabinets, or concealed within walls, floors or ceilings.

Comments

- [ ] Section 606 - Elevators, escalators and dumbwaiters
- [ ] Section 607 - Duct systems
- [ ] Section 701 - General fire safety requirements
- [ ] Section 702 - Means of egress
- [ ] Section 703 - Fire resistance ratings
- [x] Section 704 - Fire protection systems
  - [ ] 704.1 General - Systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire shall be maintained in operable condition at all times in accordance with the IFC.
    - [ ] 704.1.1 Automatic sprinkler systems - Inspection, testing and maintenance of auto sprinkler systems shall be in accordance with NFPA 25.
    - [ ] 704.1.2 Fire department connection - Where the fire department. connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" at least 6" high and words in letters at least 2" high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.
  - [x] 704.2 Single- and multi-station smoke alarms - Single- and multi-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.
    - [ ] 704.2.1 Where required - Existing Group I-1 and R occupancies shall be provided with single station smoke alarms in accordance with Sections 704.2.1.1 through 704.2.1.4. Interconnection and power sources shall be in accordance with Sections 704.2.2 and 704.2.3

☐	704.2.1.1 Group R-1 - Single or Multi-station smoke alarms shall be installed in all of the following locations in Group R-1: 1 - Sleeping areas; 2 - In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit; 3 - In each story within the sleeping unit, including basement. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level
☒	704.2.1.2 Groups R-2, R-3, R-4 and I-1 - Single or multi-station alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations: 1 - On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms; 2 - In each room used for sleeping purposes; 3 - In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
☐	704.2.1.3 Installation near cooking appliances - Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.2.1.1 or 704.2.1.2: 1 - Ionization smoke alarms shall not be installed less than 20' horizontally from a permanently installed cooking appliance; 2 - Ionization smoke alarms with an alarm silencing switch shall not be installed less than 10' horizontally from a permanently installed cooking appliance; 3 - Photoelectric smoke alarms shall not be installed less than 6' horizontally from a permanently installed cooking appliance.
☐	704.2.2 Interconnection - Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.
☐	704.2.3 Power source - Single station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch.
☐	704.2.4 Smoke detection system - Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single or multi station smoke alarms and shall comply with the following:1 - The fire alarm system shall comply with all applicable requirements in Section 907 of the IFC; Activation of a smoke detector in a swelling or sleeping unit shall initiate alarm notification in the swelling or sleeping unit in accordance with Section 907.5.2 of the IFC; 3 - Activation of a smoke detector in a dwelling or sleeping unit shall not activate alarm notification appliances outside of the swelling or sleeping unit, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.5 of the IFC.

Comments

Additional Comments

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Property Identification

Site Address: 515 N 14th ST
Sec/Town/Range: 09/35S/40E
Parcel ID: 2409-503-0008-000-1
Jurisdiction: Fort Pierce

Use Type: 0100
Account #: 21332
Map ID: 24/09N
Zoning: Medium Den

Ownership

Eugene Brown Jr
2602 Essex DR
Fort Pierce, FL 34946

Legal Description

GOLDSMITH`S S/D BLK 1 LOT 7 AND E 7.5 FT OF VAC ALLEY ADJ ON W

Current Values

Just/Market Value:	$7,900
Assessed Value:	$7,900
Exemptions:	$0
Taxable Value:	$7,900

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office □
Download TRIM for this parcel: Download PDF □

Total Areas

Finished/Under Air (SF):	936
Gross Sketched Area (SF):	960
Land Size (acres):	0.17
Land Size (SF):	7,396

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Ownership

Eugene Brown Jr
2602 Essex DR
Fort Pierce, FL 34946

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Property Identification

Site Address: 515 N 14th ST
Parcel ID: 2409-503-0008-000-1
Account #: 21332
Sec/Town/Range: 09/35S/40E
Use Type: 0100
Jurisdiction: Fort Pierce
Map ID: 24/09N
Zoning: Medium Den

Ownership

Eugene Brown Jr
2602 Essex DR
Fort Pierce, FL 34946

Legal Description

GOLDSMITH`S S/D BLK 1 LOT 7 AND E 7.5 FT OF VAC ALLEY ADJ ON W

Current Values

Just/Market:	$5,800	Assessed:	$3,758
Exemptions:	$0	Taxable:	$3,758

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2019	$5,800	$3,758	$0	$3,758
2018	$5,200	$3,417	$0	$3,417
2017	$12,900	$12,430	$0	$12,430

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-04-2019	4332 / 1795	0001	WD	Lampkin Willie J	$7,500
10-04-2019	4332 / 1793	0111	QC	Lampkin Willie J	$100
09-29-2005	2380 / 1716	0111	QC	Lampkin Willie J	$100

Primary Building Information

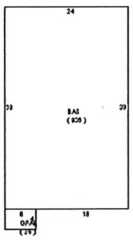
Finished Area of this building: 936 SF
Gross Sketched Area: 960 SF

Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Hip	Building Type: HD+
Year Built: 1953	Frame:	Grade: D+	Effective Year: 1953
Primary Wall: Conc Block	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 3	A/C %: 0%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 1	Heated %: 0%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel:	Primary Floors: Double Pine



Total Areas

Finished/Under Air (SF):	936
Gross Sketched Area (SF):	960
Land Size (acres):	0.17
Land Size (SF):	7,396
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

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Property Identification

Site Address: 515 N 14th ST
Parcel ID: 2409-503-0008-000-1
Account #: 21332
Sec/Town/Range: 09/35S/40E
Use Type: 0100
Jurisdiction: Fort Pierce
Map ID: 24/09N
Zoning: R4

Ownership

Willie J Lampkin
Bobbie Jean Lampkin
Trystal Lampkin

PO Box 1183
Fort Pierce, FL 34954

Legal Description

GOLDSMITH`S S/D BLK 1 LOT 7 AND E 7.5 FT OF VAC ALLEY ADJ ON W (OR 498-553: 2380-1716)

Current Values

Just/Market:	$5,200	Assessed:	$3,417
Exemptions:	$0	Taxable:	$3,417

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2018	$5,200	$3,417	$0	$3,417
2017	$12,900	$12,430	$0	$12,430
2016	$11,300	$11,300	$0	$11,300

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
09-29-2005	2380 / 1716	0111	QC	Lampkin Willie J	$100
04-01-1986	0498 / 0553	XX00	CV		$14,000

Primary Building Information

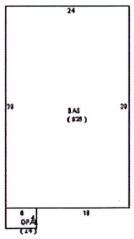
Finished Area of this building: 936 SF
Gross Sketched Area: 960 SF

Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Hip	Building Type: HD+
Year Built: 1953	Frame:	Grade: D+	Effective Year: 1953
Primary Wall: Conc Block	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 3	A/C %: 0%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 1	Heated %: 0%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel:	Primary Floors: Double Pine



Total Areas

Finished/Under Air (SF):	936
Gross Sketched Area (SF):	960
Land Size (acres):	0.17
Land Size (SF):	7,396
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 515 N 14th ST	Parcel ID: 2409-503-0008-000-1	Account #: 21332	Sec/Town/Range: 09/35S/40E
Map ID: 24/09N	Zoning: R4	Use Type: 0100	Jurisdiction: Fort Pierce

Ownership

Willie J Lampkin
Bobbie Jean Lampkin
Trystal Lampkin

PO Box 1183
Fort Pierce, FL 34954

Legal Description

GOLDSMITH`S S/D BLK 1 LOT 7 AND E 7.5 FT OF VAC ALLEY ADJ ON W (OR 498-553: 2380-1716)

Current Values

Just/Market:	$12,900	Assessed:	$12,430
Exemptions:	$0	Taxable:	$12,430

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2017	$12,900	$12,430	$0	$12,430
2016	$11,300	$11,300	$0	$11,300
2015	$11,500	$11,500	$0	$11,500

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
09-29-2005	2380 / 1716	0111	QC	Lampkin Willie J	$100
09-29-2005	2380 / 1716	0111	QC	Lampkin Willie J	$100
04-01-1986	0498 / 0553	XX00	CV		$14,000

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Interior Data

Bedrooms: 3	A/C %: 0%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 1	Heated %: 0%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel:	Primary Floors: Double Pine

Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	936
Gross Area (SF):	960
Land Size (acres):	0.17
Land Size (SF):	7,396
Total Building Count:	1

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Type	Qty	Units	Year Blt

This information is believed to be correct at this time but it is subject to change and is not warranted.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

AFFIDAVIT
HISTORIC STRUCTURE STATUS

IN THE MATTER OF: EUGENE BROWN JR
2602 ESSEX DRIVE
FT PIERCE, FL 34946

RECEIVED
DEC 14 2020
CITY OF FORT PIERCE
PLANNING & ZONING

CASE NO: 19-0583

RE: 515 N 14TH ST

BEFORE ME, the undersigned authority, personally appeared Maria Lewicka, Historic Preservation Planner, for the City of Fort Pierce, Florida, who after being duly sworn deposes and says:

That the property identified above _____ IS / V IS NOT a historic structure that requires a Certificate of Appropriateness prior to commencing demolition proceedings.

FURTHER AFFIANT SAYETH NOT.

DATED this 14 day of DECEMBER, 2020.

Maria Lewicka, Historic Preservation Planner

STATE OF FLORIDA
COUNTY OF ST. LUCIE

SWORN TO and SUBSCRIBED before me

this _____ day of _____, 20____.

_____
NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.468.0457

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

AFFIDAVIT
HOMESTEAD STATUS

IN THE MATTER OF: EUGENE BROWN JR
2602 ESSEX DRIVE
FT PIERCE, FL 34946

CASE NO: 19-0583

RE: 515 N 14TH ST

BEFORE ME, the undersigned authority, personally appeared Margaret M. Arraiz, Code Compliance Manager, for the City of Fort Pierce, Florida, who after being duly sworn deposes and says:

That the current homestead status of property was checked with the St. Lucie County Tax Collector's Office and a copy of the status page from their website has been attached to this Affidavit.

The property identified above _____ IS / ✓ IS NOT a homesteaded property.

FURTHER AFFIANT SAYETH NOT.

DATED this 10th day of December, 2020.

Margaret M. Arraiz
Margaret M. Arraiz, Code Compliance Manager

STATE OF FLORIDA
COUNTY OF ST. LUCIE

SWORN TO and SUBSCRIBED before me

this 10th day of December, 2020.

Jacqueline Young-Smith
NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:

JACQUELINE YOUNG-SMITH
Notary Public - State of Florida
Commission # GG 959156
My Comm. Expires Feb 17, 2024
Bonded through National Notary Assn.

C0099628

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

AFFIDAVIT OF POSTING - PLACARD

CASE NO: 19-0583

RE: 515 N 14TH ST

BEFORE ME, the undersigned authority, personally appeared Heather Debevec, Code Enforcement Officer for the City of Fort Pierce, Florida, who after being duly sworn deposes and says:

That the property listed above was posted with a CONDEMNED placard in accordance with the International Property Maintenance Code Section 108.4.

FURTHER AFFIANT SAYETH NOT.

DATED this 6 day of March, 2019.

Heather Debevec, Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ST. LUCIE

SWORN TO and SUBSCRIBED before me

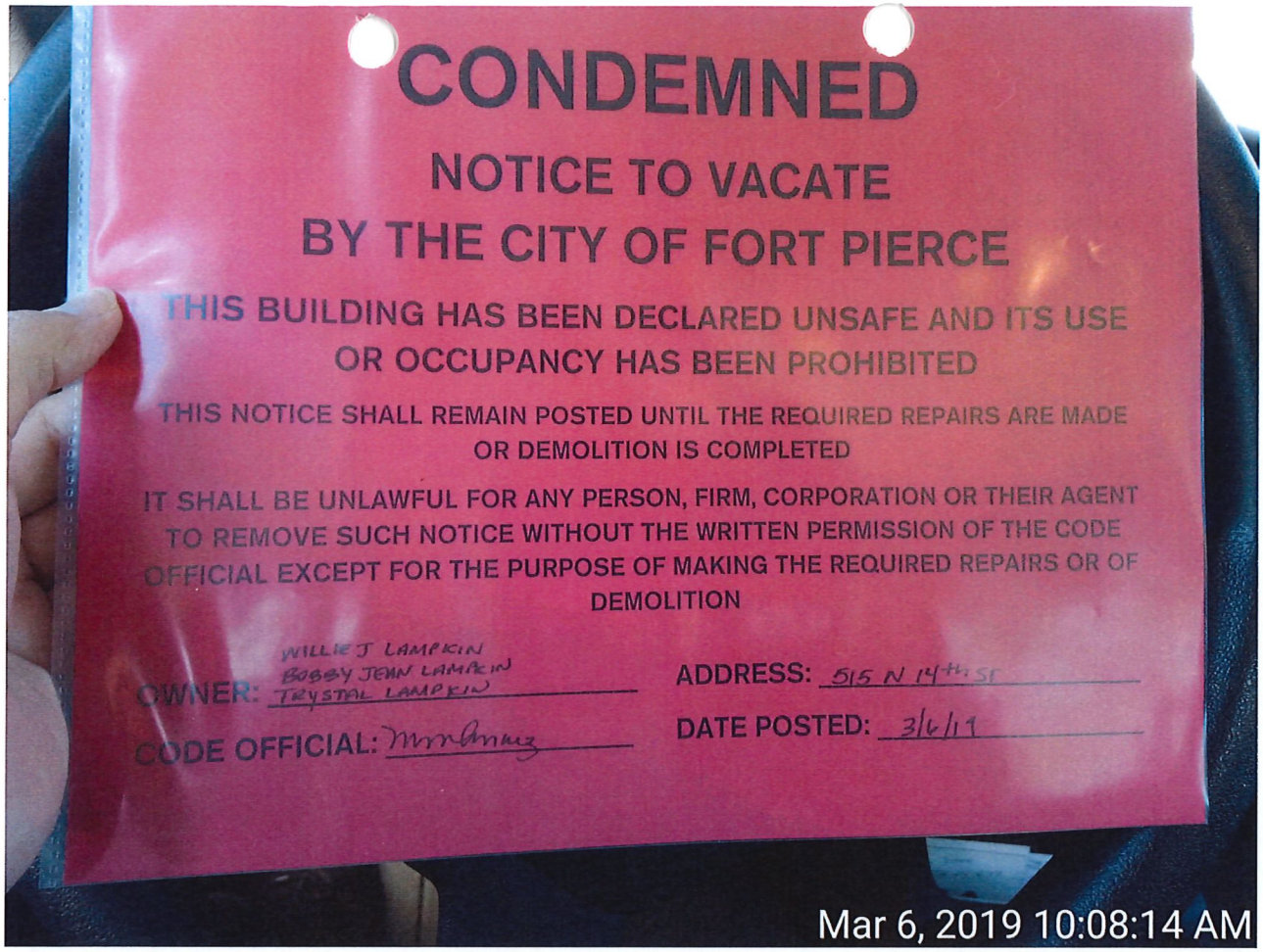
this 6th day of March, 2019.

NOTARY PUBLIC – STATE OF FLORIDA

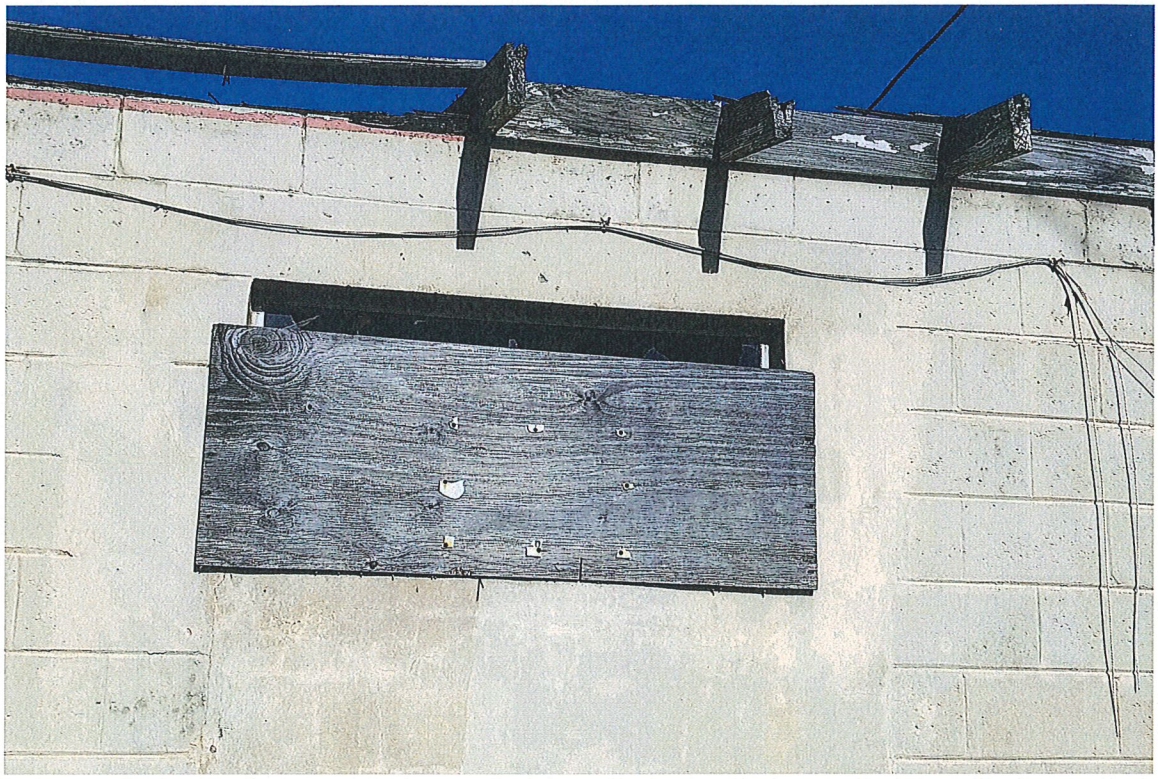
MY COMMISSION EXPIRES:

MARGARET M ARRAIZ
Notary Public – State of Florida
Commission # GG 185223
My Comm. Expires Jun 7, 2022
Bonded through National Notary Assn.

C0083777


CONDEMNED
NOTICE TO VACATE
BY THE CITY OF FORT PIERCE
THIS BUILDING HAS BEEN DECLARED UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED
THIS NOTICE SHALL REMAIN POSTED UNTIL THE REQUIRED REPAIRS ARE MADE OR DEMOLITION IS COMPLETED
IT SHALL BE UNLAWFUL FOR ANY PERSON, FIRM, CORPORATION OR THEIR AGENT TO REMOVE SUCH NOTICE WITHOUT THE WRITTEN PERMISSION OF THE CODE OFFICIAL EXCEPT FOR THE PURPOSE OF MAKING THE REQUIRED REPAIRS OR OF DEMOLITION
OWNER: WILLIE J LAMPKIN BOBBY JEAN LAMPKIN TRYSTAL LAMPKIN
ADDRESS: 515 N 14th ST
CODE OFFICIAL:
DATE POSTED: 3/6/19
Mar 6, 2019 10:08:14 AM

Mar 6, 2019 10:10:26 AM



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Fort Pierce,FL

10/13/2020 07:44 AM
Fort Pierce,FL

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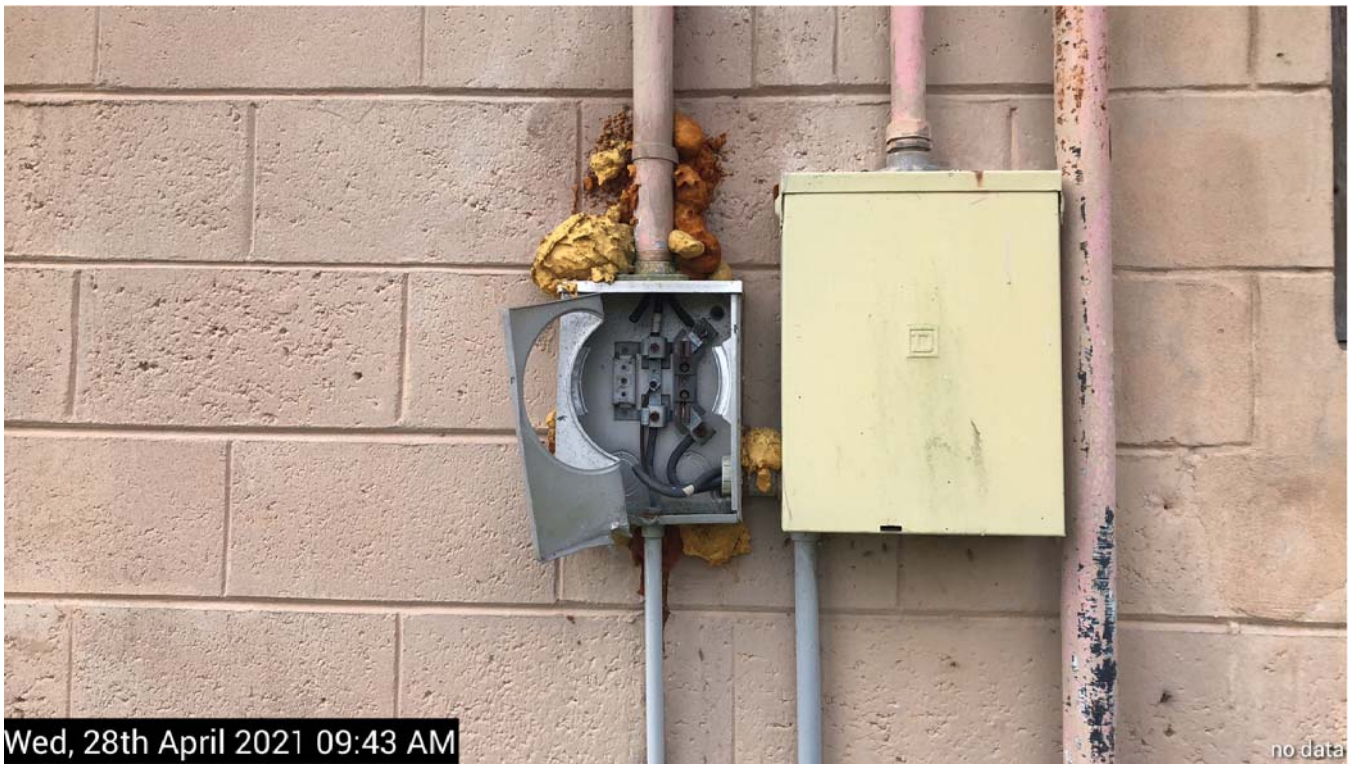
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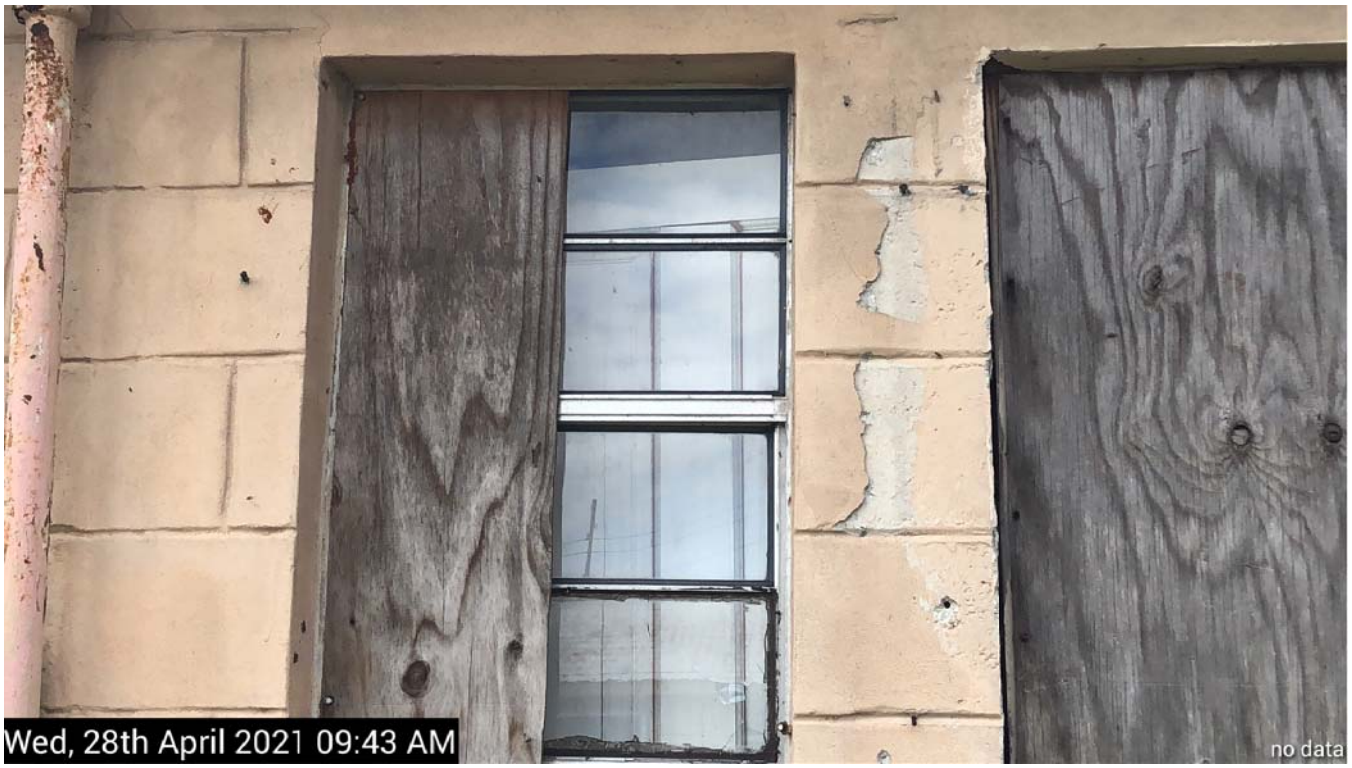
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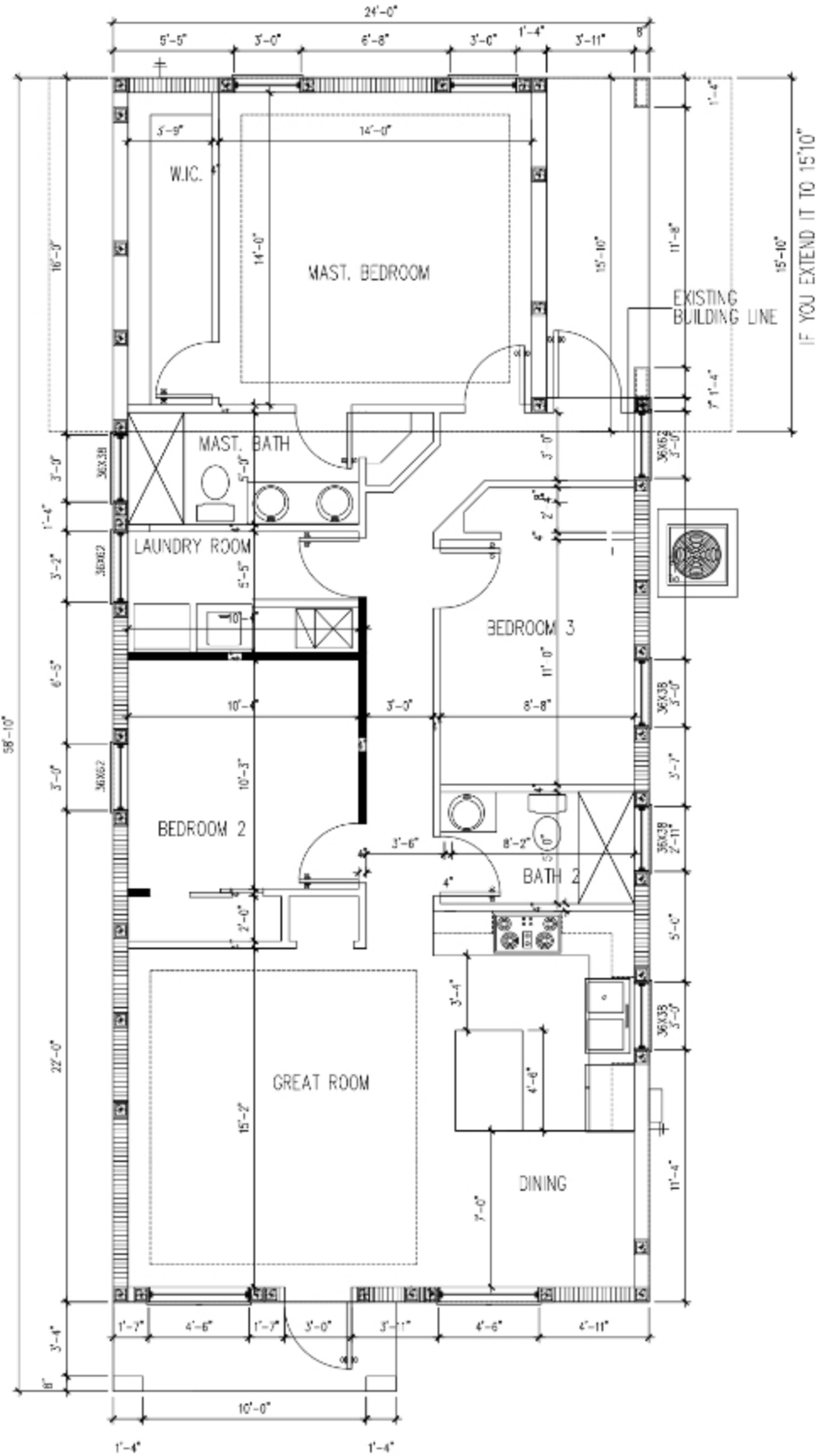


FLOOR PLAN

SCALE: 1/4" = 1'-0"

CITY OF FORT PIERCE
*** CUSTOMER RECEIPT ***

Batch ID: JOQUENDO 4/23/21 01 Receipt no: 2116884

Year	Number	Type	SvcCd	Description	Amount
2021	2552	PM		BLDG-PERMITS	$177.71

MAGER CONSTRUCTIONS
515 N 14TH ST
FT PIERCE, FL 34950

Tender detail	$177.71
CR MC/VISA CRED	$177.71
Total tendered:	$177.71
Total payment:	

Trans date: 4/23/21 Time: 14:59:02

THANK YOU!

570602

City Commission Regular Meeting - 6:00 pm **12. b.**

Meeting Date: 05/03/2021

Re: Annexation - Project Hurricane - 2398 Peters Road (2 Parcels)

SUBJECT:

Legislative Hearing - Ordinance 21-004 - extending the territorial limits of the City of Fort Pierce, to include two (2) properties at or near 2398 Peters Road in Fort Pierce, Florida. FIRST READING

SUMMARY:

A Voluntary Application for Annexation of two (2) parcels of land along with a Future Land Use Designation of Mixed Use (MXD) and a Zoning designation of Residential Single Family two units per acre (E-2).

RECOMMENDATION:

Approve

ALTERNATIVES:

Disapprove

RESPONSIBLE STAFF:

Brandon C. Creagan, MCRP, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $123,859.

Attachments

Ordinance 21-004
staff presentation
Staff Packet
Applicant Packet
Public Notification Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/27/2021 07:00 PM
Form Started By: Brandon Creagan		Started On: 04/21/2021 01:07 PM

Final Approval Date: 04/27/2021

ORDINANCE NO. 21-004

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) PARCELS AT OR NEAR **2398 PETERS ROAD IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signatures of all owners of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their February 9, 2021 meeting, voted 7 to 0 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on April 2, 2021, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on April 2, 2021, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit “A”, attached hereto, and incorporated herein; and annexed into the City:

a) Parcel ID: 2324-123-0000-000-9 & 2324-122-0001-000-3

PARCEL 1:

THE WEST 3/4 OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER LESS ROAD AND CANAL RIGHT OF WAY FOR I-95; WHITE ROAD, AND ALSO, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, LESS ROAD RIGHT OF WAY FOR I-95 AND LESS THE SOUTH 125 FEET OF THE WEST 375 FEET THEREOF, ALL LYING AND BEING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE SW CORNER OF THE SW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 24 TOWNSHIP 35 SOUTH, RANGE 39 EAST; THENCE RUN NORTH 125 FEET; THENCE EAST 375 FEET; THENCE SOUTH 125 FEET; THENCE WEST 375 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THEREFROM ALL EXISTING RIGHTS OF WAY FOR PUBLIC ROAD AND DRAINAGE CANALS. ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

Said properties containing 18.54 acres said and being generally located at or near 2398 Peters Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit “A” hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser’s tax classifications and exemptions.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit “A” and annexed into the territorial limits of the City of Fort Pierce shall be zoned Residential Single Family two units per acre (E-2) and assigned a Future Land Use Designation of Mixed Use (MXD), as depicted on Exhibit “B” attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held

to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 21-004 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, April 25, 2021 and Sunday, May 2, 2021; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on May 3, 2021; and was duly introduced, read by title only, and passed on second and final reading May 17, 2021, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 17th day of May, 2021.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

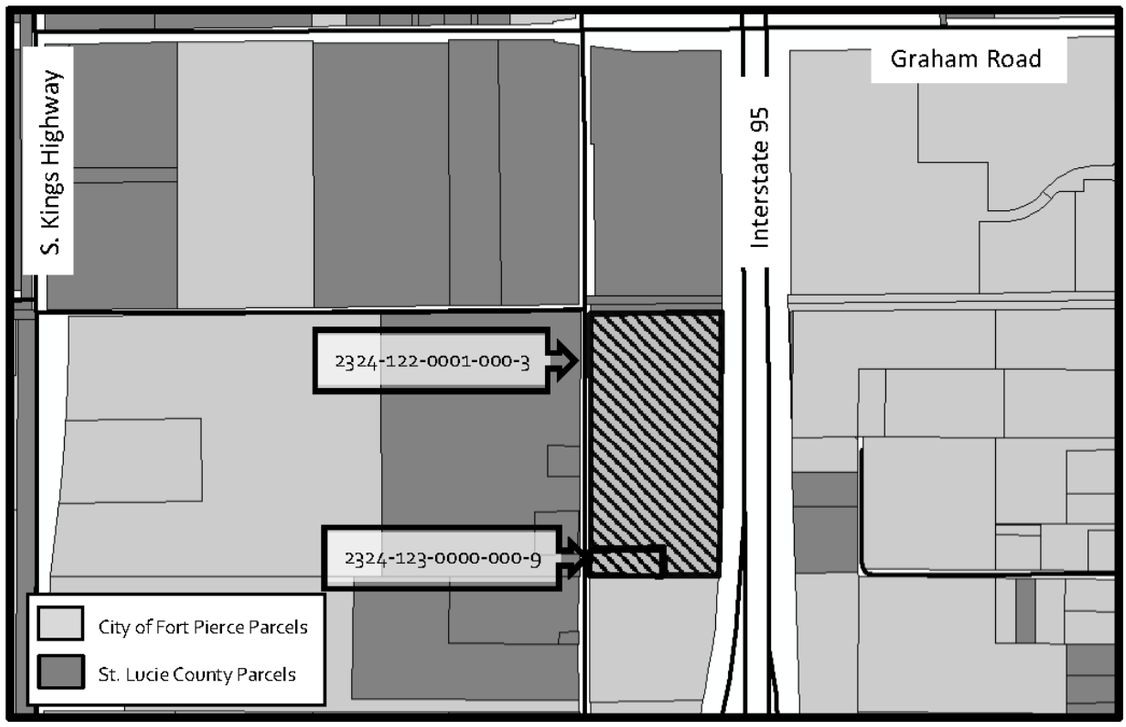
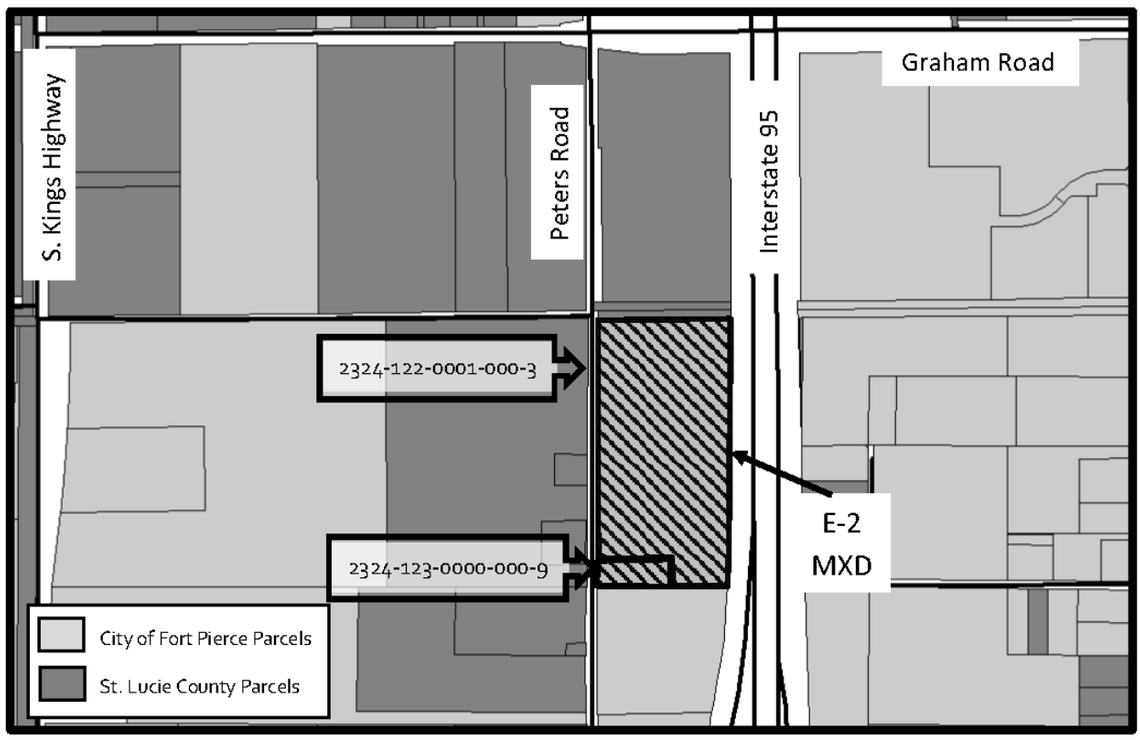


EXHIBIT B

Zoning & Future Land Use Designation Assignment

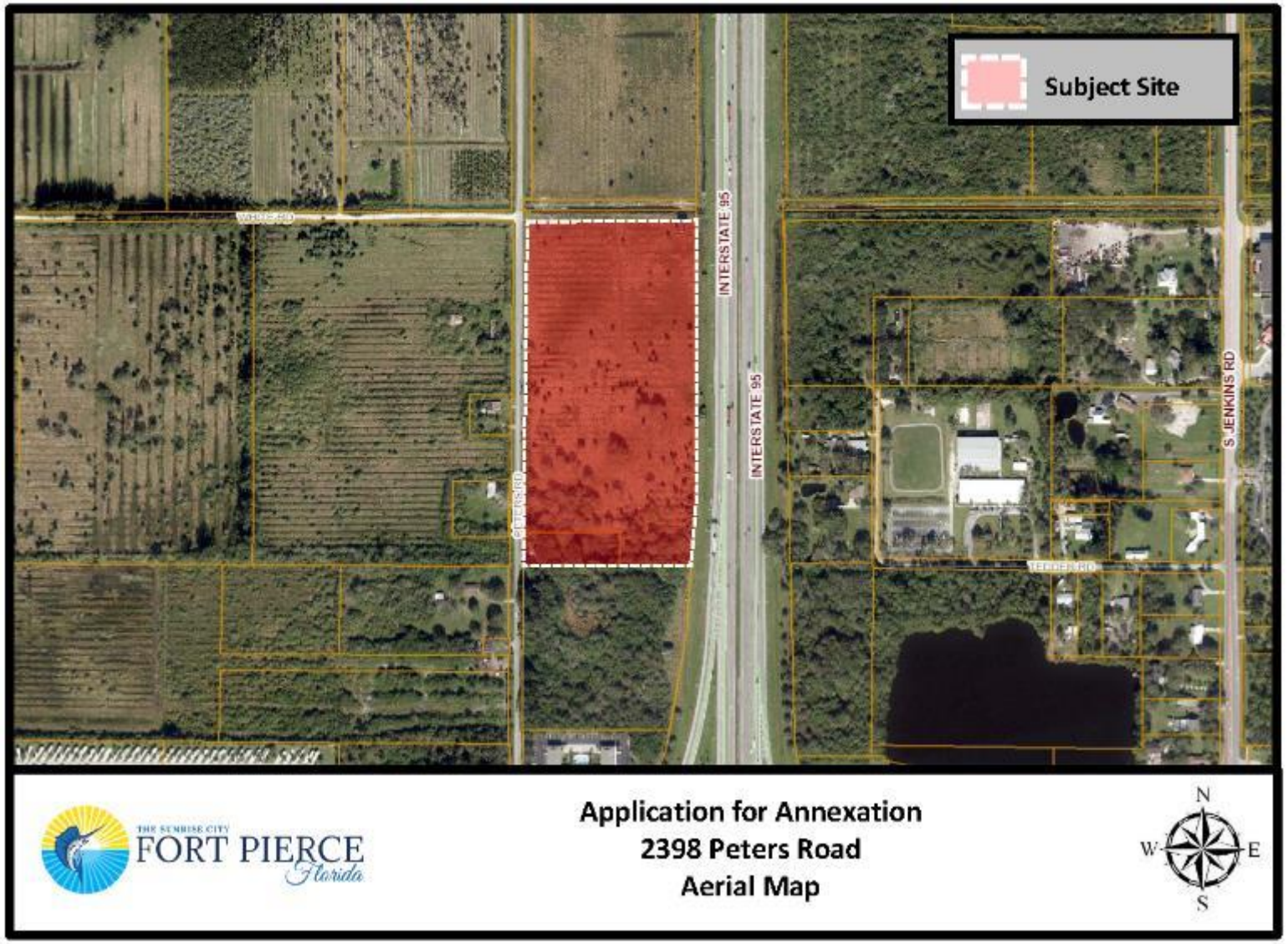


*The property to be annexed currently has a zoning of Single Family, 2 du/acre (RS-2) with a Future Land Use of Mixed Use (MXD). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Residential Single Family, two units per acre (E-2) and have a Future Land Use Designation of Mixed Use (MXD).

Application for Annexation

2398 Peters Road

Site Aerial Map



Future Land Use Map

- Current County FLU: Mixed Use (MXD)
- Proposed City FLU: Mixed Use (MXD)

Zoning Map

- Current County Zoning: Single Family, 2 du/ac (RS-2)
- Proposed City Zoning: Single Family, 2 du/ac (E-2)

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

Planning Staff recommends that the Planning Board forward a recommendation of approval for the proposed annexation to the City Commission.

PB Recommendations

- Recommended **APPROVAL** of the proposed Annexation
  - Staff recommends approval
  - Planning Board voted 7-0 recommend approval

City Commission Actions

Possible actions of the City Commission:

- **APPROVAL** of the proposed Annexation
  - Staff recommends approval
  - Planning Board voted 7-0 recommend approval
- **DISAPPROVAL** of the proposed Annexation.

Application for Annexation

2398 Peters Road

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

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

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Brandon C. Creagan, MCRP, LEED Green Associate, Planner

RE: **Application for Annexation**
2398 Peters Road

BOARD DATE: May 3, 2021

STAFF REPORT

Property Owner/ Applicant R.V. Development, LLC
547 Wash Roberts Lane
McMinnville, TN 37110

Representative Engineering Design & Construction, Inc
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

Requested Action: Approval of a Voluntary Application for Annexation of two (2) parcels of land

Site Location: 2398 Peters Road Fort Pierce, Florida

Parcel ID: 2324-123-0000-000-9 & 2324-122-0001-000-3

Parcel Size: 18.70 acres

Current Future Land Use: Mixed Use (MXD)

Current Zoning: Single Family, 2 du/acre (RS-2) & Commercial General (CG)

Proposed Future Land Use: Mixed Use (MXD)

Proposed Zoning: Single Family, two units per acre (E-2)

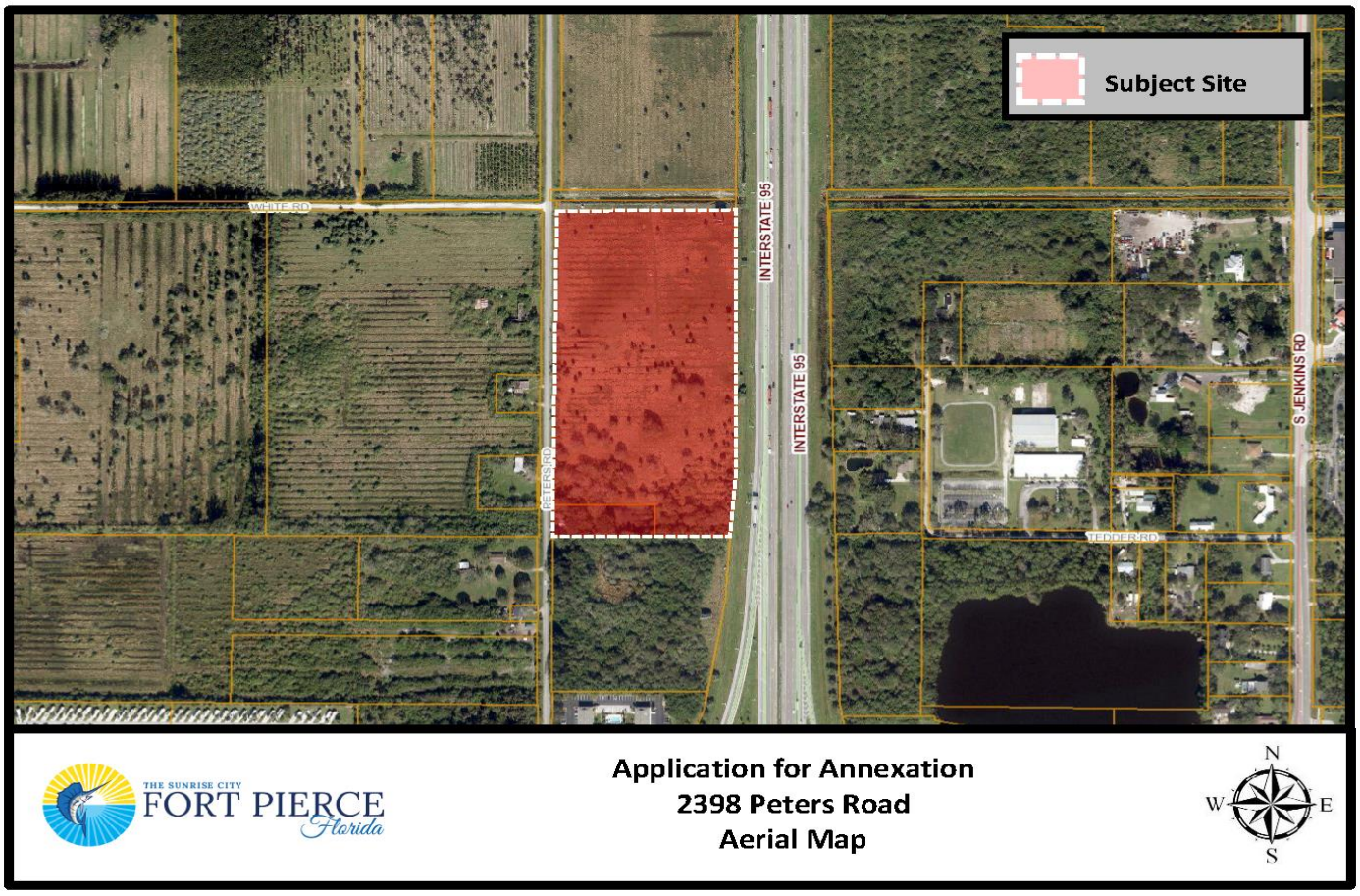
Utilities: FPUA

	North	East	South	West
Surrounding FLU:	RU (SLC)	RL (FP) RU (SLC)	GC (FP)	MXD (SLC)
Surrounding Zoning:	RS-2 (SLC)	PD (FP) RS-2 (SLC)	C-3 (SLC)	RS-2 (SLC)

Staff Analysis:

Request

The applicant is requesting a voluntary annexation of two (2) properties at or near 2398 Peters Road in Fort Pierce, Florida. The parcel IDs are 2324-123-0000-000-9 & 2324-122-0001-000-3.



The subject properties have a St. Lucie County Future Land Use designation of Mixed Use (MXD) and a zoning designation of Single Family, 2 du/acre (RS-2). A 0.76-acre piece of Parcel ID 2324-122-0001-000-3 is also zoned Commercial General (GC). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is Mixed Use (MXD) with a zoning classification of Single Family, two units per acre (E-2).

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The subject proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current taxable value of the properties is $123,859. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000. Currently the property is vacant. The applicant has submitted applications for a Future Land Use and Zoning change to General Commercial (GC) and General Commercial (C-3) respectively. They will also be providing an application for Development Review once the parcel has been annexed into the City.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery".

The subject property is in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. This property abuts property to the south and east (across Interstate 95) that are within the City limits. The annexation of this property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. The applicant is requesting that the City of Fort Pierce Future Land Use and Zoning designations remain consistent with the current County designation and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Designations of MXD and E-2, respectively, would be consistent with Policy 1.11.5. The applicant has submitted applications for a Future Land Use and Zoning change and will be submitting an application for Development Review at the completion of the annexation process. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department will provide notice of these annexations by mail to the St. Lucie County Administrator's Office on or before April 2, 2021, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission.

Planning Board

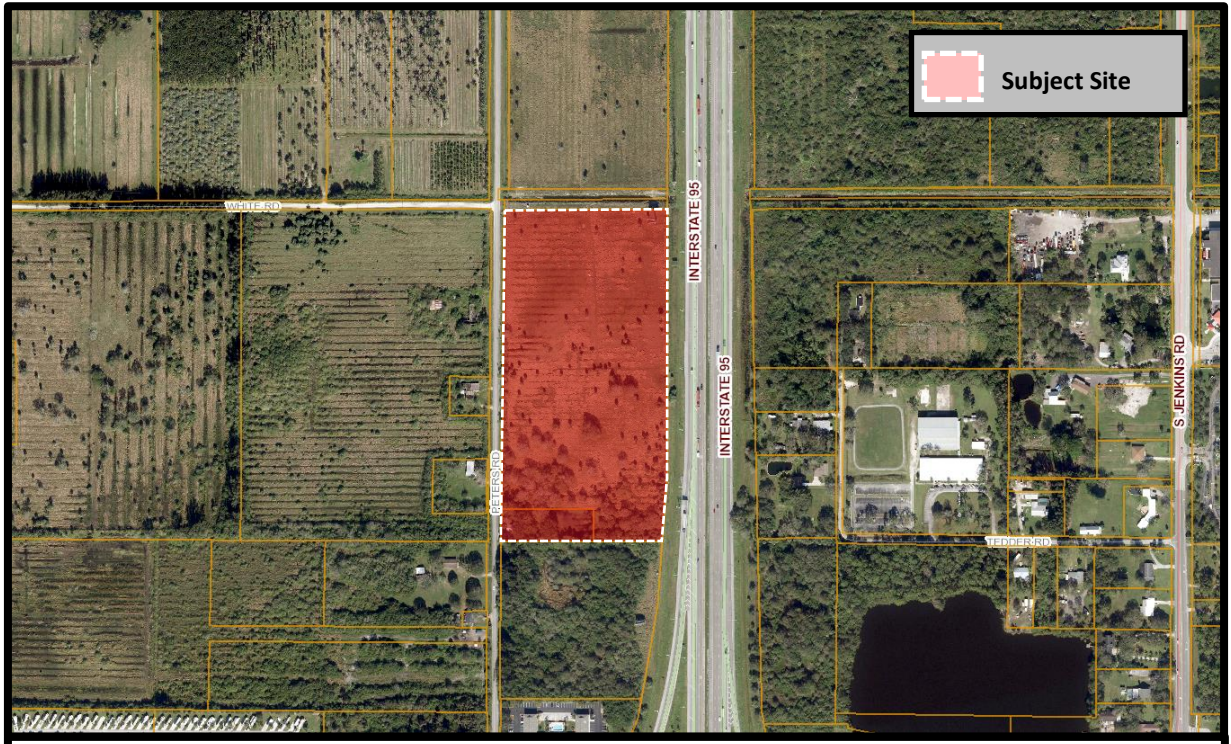
The City of Fort Pierce Planning Board, at their February 9, 2021 meeting, voted 7 to 0 to recommend Approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections. The comments generated from the technical review and any responses by the applicant have been provided.

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends **Approval** of the proposed annexation along with the Future Land Use designation of MXD and the Zoning designation of E-2.



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Annexation
2398 Peters Road
Aerial Map

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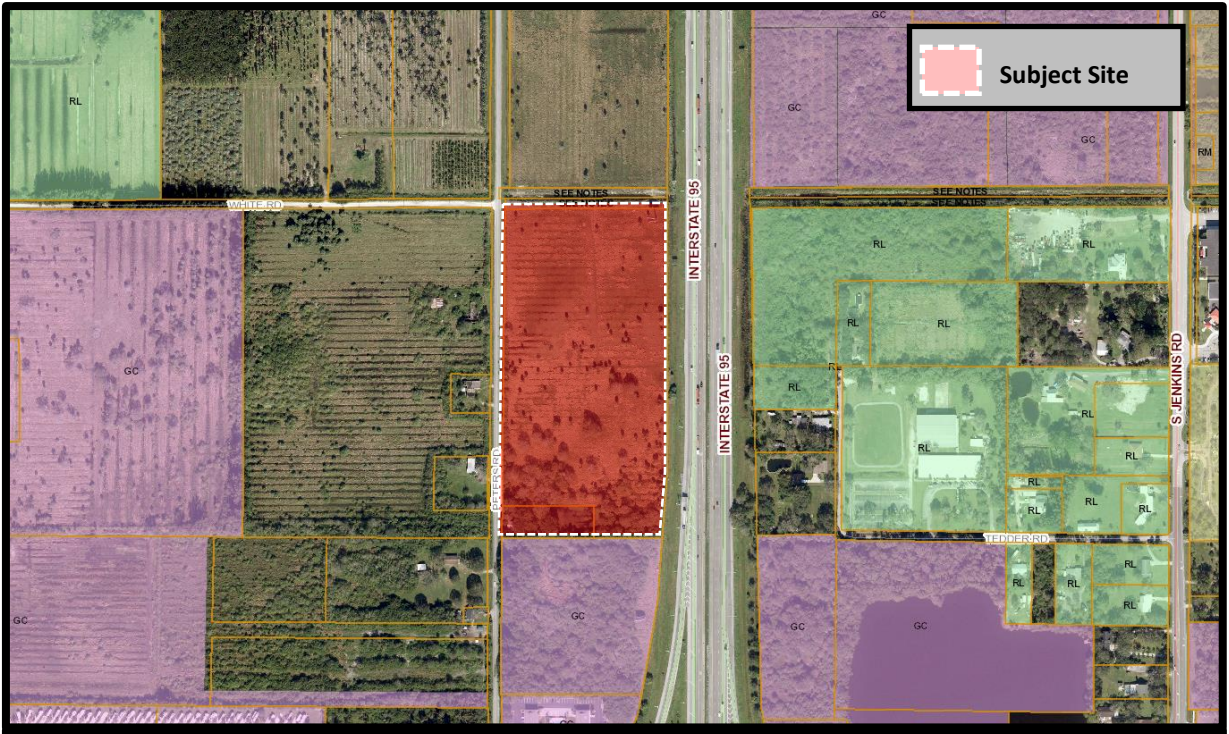

THE SUNRISE CITY
FORT PIERCE
Florida

Application for Annexation
2398 Peters Road
Future Land Use Map

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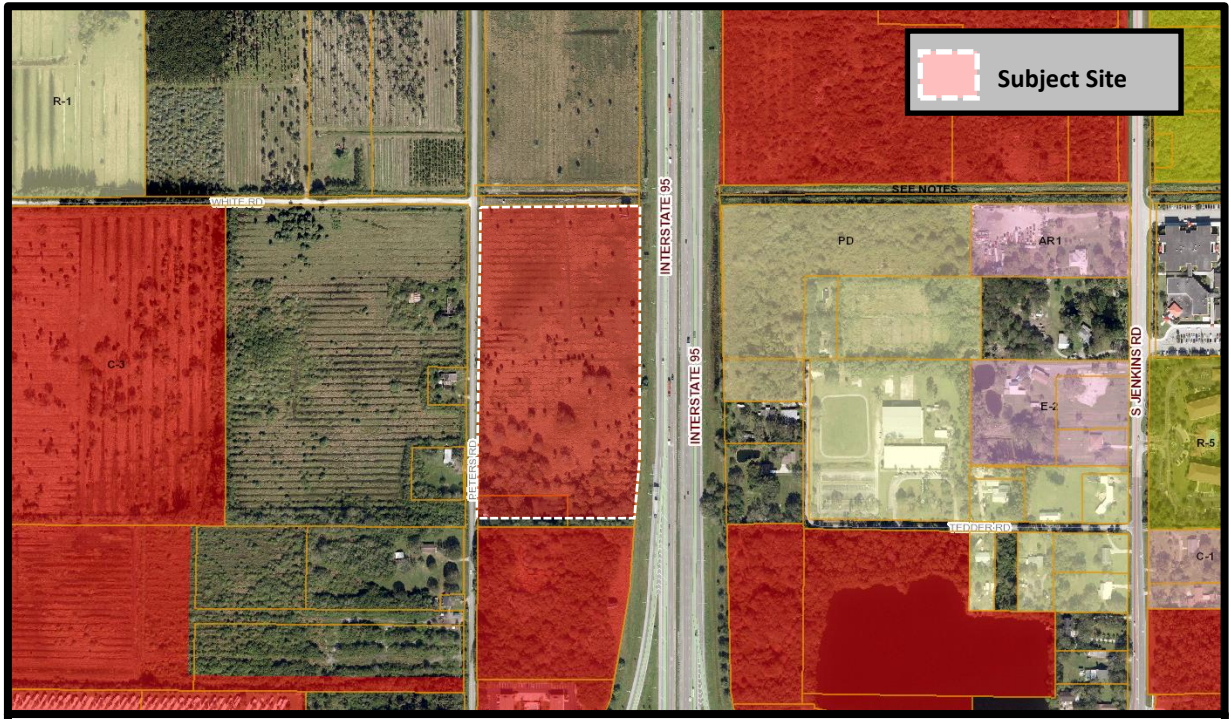

THE SUNRISE CITY
FORT PIERCE
Florida

Application for Annexation
2398 Peters Road
Zoning Map

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

December 16, 2020

Brad Currie
10250 SW Village Parkway
Port St. Lucie, FL 34987

Subject: **Annexation – 2398 Peters Road**
Technical Review Project # 20-02000006

Fort Pierce Planning:

1. The St. Lucie County Future Land Use is Mixed Use (MXD) and the Zoning is Single Family, 2 du/acre (RS-2). As such once annexed into the City it will be given our Future Land Use of Mixed Use (MXD) & Zoning of Residential Single Family, two units per acre (E-2).
2. It is staffs understanding that there will be subsequent applications filed for a Future Land Use Map Amendment, Zoning Atlas Map Amendment, Concurrency Review, Design Review, and Development Review soon for this site. The proposed use would be RV sales/storage.
3. Provide the Legal Description in word form so that it can be added to the Annexation Ordinance.

Please provide a written response to all TRC comments and provide an electronic submittal of materials (complete submittal packet). The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@cityoffortpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate

Planner

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.17.20
Property Address: Annexation – 2398 Peters Road – 2 Parcels

Please be advised that the project may trigger the requirements indicated below:

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

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 12/9/2020

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee Meeting

October 15, 2020

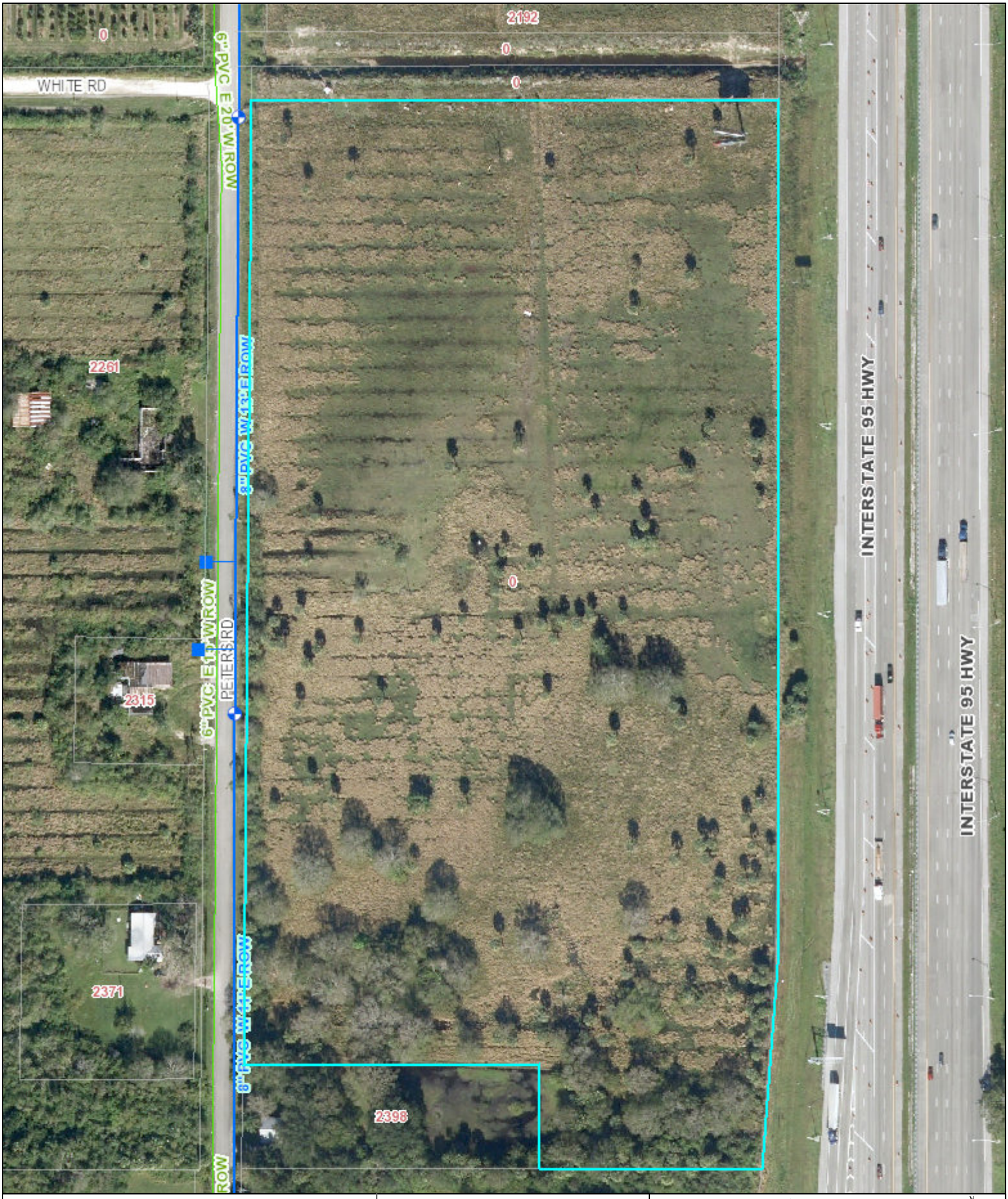
TECHNICAL REVIEW PROJECT # 20-02000006

Annexation – 2398 Peters Road – 2 Parcels

Comments

FPUA W/WW Engineering: Approved as noted;
The Water/ Wastewater Engineering Department has reviewed the 2398 Peters Road annexation application package for the 2 parcels and, there is no objection to the application. FPUA's water and sewer services are available to serve this location see attached utility map

FPUA Electric & Gas Engineering: Approved.
Presently there is existing electric service to the site (from Peters Road) at 2398 Peters Road. Please provide electric load information and AutoCAD drawing, if additional service is needed. Customer will be responsible for all transformer pads, conduits and secondary conductors. For more information and project coordination, please contact Sal Scimeca.
Sal Scimeca
Engineering Technician II
sscimeca@fpua.com
Office: (772)466-1600 Ext. 6957
Gas service is available to the site (from Peters Road). Please provide a copy of the gas riser diagram with the anticipated load (if developer is interested in natural gas service to the propose complex). For more information and incentive available, please contact Billy Dupre.
Billy Dupre
Business Development Representative
Bdupre@fpua.com
Office: (772) 466-1600 ext. 4705



Legend

- Electric Primary Wire
- Transmission Wire
- Gas Main
- Fiber Optic Cable
- Potable Water Main
- Raw Water Main
- Wastewater Force Main
- WW Gravity Main
- Pole
- Fuse
- Transformers
  - Overhead
  - Pad Mount
- Valves
  - Gas
  - Water
  - Raw Water
  - Waste Water
- Fire Hydrant
- Well
- Lift Station

Disclaimer:

The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. Due to formatting restrictions, the information provided in the map may not be represented in the legend.

811 Know what's below. Call before you dig.

Date: 12/8/2020

FPUA COMMUNITY PROUD

N

1 inch = 167 feet

FPUA Web Map

Created By:
FPUA

(772) 466-1600
FAX (772) 461-1938

SLC Public Works/Engineering

2398 Peters Road

1. That section of Peters is maintained by the County. Is there intent for the City to assume the future responsibility of the ¾ of a mile that is County to adjoin with the City's section for this local roadway?

Technical Review Committee meeting

December 17th, 2020

Case # 20-02000006

Planner: Brandon Creagan

Annexation (2 parcels)

Near 2398 Peters Rd., Ft. Pierce (2 parcels)

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: Peters Road (TBD) and 2398 Peters Road

2. Legal description of real property for which annexation is being requested:
2398 Peters Road: 24 35 39 S 125 FT OF W 375 FT OFSW 1/4 OF NW 1/4 OF NE 1/4-LESS W 25 FT- (1.00 AC) (OR 1762-3000)
Peter Rd (TBD): 24 35 39 THAT PART OF W 1/2 OF NW 1/4 OF NE 1/4 LYG WLY OF W R/W I-95-LESS W 25 FT AND LESS N 40.5 FT AND LESS 125 FT X 375 FT IN SW COR- (17.70 AC) (OR 1828-2810)

Property Tax ID: 2324-122-0001-000-3 and 2324-123-0000-000-9

3. Size of described property: 18.70 acres

4. Project description: Construction of 39,200 commercial building (National RV Sales & Service business) with associated site improvements

5. Current St. Lucie County Future Land Use Designation: MXD

6. Current St. Lucie County Zoning: RS-2 and CG

7. Is this a Historic property? No

8. Appraised value: $ 9,000,000.00 - $ 11,000,000.00 at buildout

9. Name of Owner(s): R.V. Development, LLC

Signature of Owner(s): _____ (Authorized Agent)
Mailing Address: 547 Wash Roberts Lane
City Mc Minnville State TN Zip 37110
Phone 480-285-9382 Fax _____

10. Name of Representative: Bradley J. Currie, AICP, Engineering Design & Construction, Inc.

Signature of representative: _____

Mailing Address: 10250 SW Village Parkway, Suite 201

City) Port St. Lucie State FL Zip 34987

Phone 772-462-2455 Fax 772-408-4208

E-mail: bradcurrie@edc-inc.com

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

OFFICE USE:

DATE RECEIVED: _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

ENGINEERS & SURVEYORS
ENVIRONMENTAL

PROJECT NARRATIVE & COVER LETTER
Project Hurricane - Peters Road
Annexation Application
October 26, 2020

REQUEST

On behalf of the Petitioner, Engineering Design & Construction, Inc. is requesting approval of an annexation application for 18.70 +/- acres currently located in St. Lucie County, Florida for a proposed RV Sales & Service Center with associated site improvements. The subject parcels are noted below and is located west of I-95 and north of Okeechobee Boulevard in St. Lucie County, Florida.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject properties are located west of I-95 and north of Okeechobee Boulevard, currently in the jurisdiction of St. Lucie County. The parcels can be identified in the below table:

Parcel ID:	Address:	Acreage:	FLU:	Zoning:
2324-122-0001-000-3	Peters Road	17.70	MXD	RS-2 / CG
2324-123-0000-000-9	2398 Peters Road	1.00	MXD	RS-2

As stated, these parcels are currently in the jurisdiction of St. Lucie County and have an existing Future Land Use designation of Mixed Use (MXD) and are located in the Residential (RS-2) and General Commercial (CG) Zoning designation.

North of the subject property is right-of-way owned by North St. Lucie River Water Control District (NSLRWCD) followed by an undeveloped residential parcel. The undeveloped parcel has a St. Lucie County Future Land Use designation of Residential Urban (RU) and an underlying Zoning designation of Residential (RS-2).

To the west of the subject property lies the right-of-way of Peters Road followed by residential parcels. These parcels have a St. Lucie County Future Land Use designation of Mixed Use MXD) and an underlying Zoning designation of Residential (RS-2).

South of the subject parcel is an undeveloped commercial parcel. This parcel has a Fort Pierce Future Land Use designation of General Commercial (CG) and an underlying Zoning designation of Commercial (C-3).

To the east of the subject property lies the right-of-way of Interstate 95 followed by developed and undeveloped parcels. The parcels to the northeast are located in the City of Fort Pierce and have a Future Land Use designation of Low Density Residential (RL) and an underlying Zoning designation of Planned Development (PD). To the southwest are developed parcel located in the jurisdiction of St. Lucie County. These parcels have a Future Land Use Designation of Residential Urban (RU) and an underlying Zoning designation of Residential (RS-2)

The attached package includes the Application for Annexation, agent authorization, warranty deed and a current survey as required.

Based on the above justification and attached information, the Petitioner respectfully requests approval of this request.

Engineering Design & Construction, Inc. 10250 SW Village Parkway, Suite 201, Port Saint Lucie, FL 34987 772-462-2455 www.EDC-Inc.com

Gonano & Harrell
Box 34

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2294957 OR BOOK 1828 PAGE 2810
Recorded:10/24/03 16:00

* Doc Assump: $ 0.00
* Doc Tax : $ 12,250.70
* Int Tax : $ 0.00

Prepared by and return to:
Chester B. Griffin, Esquire
Neill Griffin Fowler Tierney Neill & Marquis - Chartered
Post Office Box 1270
Fort Pierce, Florida 34954
Courthouse Box #50
Parcel ID Number: 2324-122-0001-0003 ; 2313-432-0000-000/4
2324-121-0000-000/3 [Space Above for Recording]

WARRANTY DEED

This Warranty Deed made this 24th day of ~~October~~ Sept., 2003, by **CHESTER B. GRIFFIN and RICHARD V. NEILL**, hereinafter called the grantor, to **R. V. DEVELOPMENT, LLC, a Florida limited liability corporation**, hereinafter called the grantee, whose address is: **2560 SE 12th Street, Pompano Beach, Florida 33062.**

Wherever used herein, the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH: That the said grantor, for and in consideration of the sum of $10.00, in hand paid by the said grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said grantee, and the grantee's heirs and assigns forever, the following described land, situated, lying, and being in **St. Lucie** County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

THE PROPERTY BEING CONVEYED HEREIN DOES NOT CONSTITUTE THE HOMESTEAD PROPERTY OF ANY OF THE GRANTORS.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2002.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002; zoning ordinances and rights of way for public roads.

In Witness Whereof, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

Susan G. Spee
Print Name of Witness: Susan G. Spee
Witness as to Both

Marcia L. Heffelfinger
Print Name of Witness: MARCIA L. HEFFELFINGER
Witness as to Both

CHESTER B. GRIFFIN

RICHARD V. NEILL

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing was acknowledged before me this 24th day of ~~October~~ Sept., 2003, by **CHESTER B. GRIFFIN and RICHARD V. NEILL,** [✓] who are personally known to me or [ ] who produced their drivers license as identification.

MARCIA L. HEFFELFINGER
MY COMMISSION # CC 895632
EXPIRES: April 15, 2004
Bonded Thru Notary Public Underwriters

Marcia L. Heffelfinger
Print Name of Notary: MARCIA L. HEFFELFINGER
NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES:

Exhibit "A"

That portion of theWest 1/2 of the SW 1/4 of the SE 1/4, lying West of the Westerly right of way line of I-95, of Section 13, Township 35 South, Range 39 East,lying and being in St. Lucie County, Florida, less and except road rights of way for I-95; Graham Road; Copenhaver Road and less canal rights of way for NSLRDD Canal No. 37 on South line.

AND

The West 3/4 of the North Half of the Northwest Quarter of the Northeast Quarter, Less road and canal rights of way for I-95; White Road, AND ALSO, the Southwest Quarter of the Northwest Quarter of the Northeast Quarter, Less road rights of way for I-95 and Less the South 125 feet of the West 375 feet thereof, all lying and being in Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida.

* Doc Assump:	$	0.00
* Doc Tax :	$	1,400.00
* Int Tax :	$	0.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Douglas E. Gonano, Esq.
GONANO & HARRELL
1600 S. FEDERAL HIGHWAY, #200
FT. PIERCE, FLORIDA 34950-5194
Property Appraisers Parcel Identification (Folio) Numbers: **2324-123-0000-000/9**

_____ Space Above This Line For Recording Data _____

THIS WARRANTY DEED, made the **25th** day of **July, 2003** by **Kenneth C. Cope and Joyce A. Cope, his wife,** herein called the Grantors, to **R.V. Development, L.L.C., a Florida limited liability company,** whose post office address is **2560 SE 12th Street, Pompano Beach, Florida 33062,** hereinafter called the Grantee:
(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in ST. LUCIE County, State of Florida, viz.:

Begin at the SW corner of the SW1/4 of the NW1/4 of the NE1/4 of Section 24, Township 35 South, Range 39 East; thence run North 125 feet; thence East 375 feet; thence South 125 feet; thence West 375 feet to point of beginning, less and excepting therefrom all existing rights of ways for public road and drainage canals. All lying and being in St. Lucie County, Florida.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature
Stacy Ewing Consalvo
Witness #1 Printed Name

Witness #2 Signature
Richard McClure
Witness #2 Printed Name

Kenneth C. Cope
Kenneth C. Cope
2398 Peters Road, Fort Pierce, Florida 34950

Joyce A Cope
Joyce A. Cope
2398 Peters Road, Fort Pierce, Florida 34950

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 25th day of July, 2003 by Kenneth C. Cope and Joyce A. Cope, his wife, who are personally known to me or have produced FL. Drivers License as identification.

SEAL

Stacy Ewing Consalvo
Notary Public

_____
Printed Notary Name

Stacy Ewing Consalvo
MY COMMISSION # [illegible] EXPIRES
May 28, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2243740 OR BOOK 1762 PAGE 3000
Recorded:07/30/03 09:07

File No: **1600-001**

R.V. Development, LLC
547 Wash Roberts Lane
Mc Minnville, TN 37110

AGENT CONSENT FORM

Project Name: Peters Road Annexation

Parcel ID: 2324-122-0001-000-3 and 2324-123-0000-000-9

BEFORE ME THIS DAY PERSONALLY APPEARED JAMES A WYNNE III, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Engineering Design & Construction, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 5th day of October 2020, by James A. Wynne III (Name of Person Acknowledging) who is personally known to me or who has produced PERSONALLY KNOWN (type of identification) as identification and who did (did not) take an oath.

Sheila Butcher
Notary Signature

Sheila Butcher
Printed Name of Notary

SHEILA BUTCHER STATE OF TENNESSEE NOTARY PUBLIC WARREN COUNTY
(Notary Seal)

07-27-2021
My commission expires

Owner's Signature

JAMES A WYNNE III
Owner's Name

547 WASH ROBERTS LANE
Street Address

MCMINNVILLE, TN 37110
City, State, Zip

EMAIL: budwynne@AOL.com
Telephone / Email

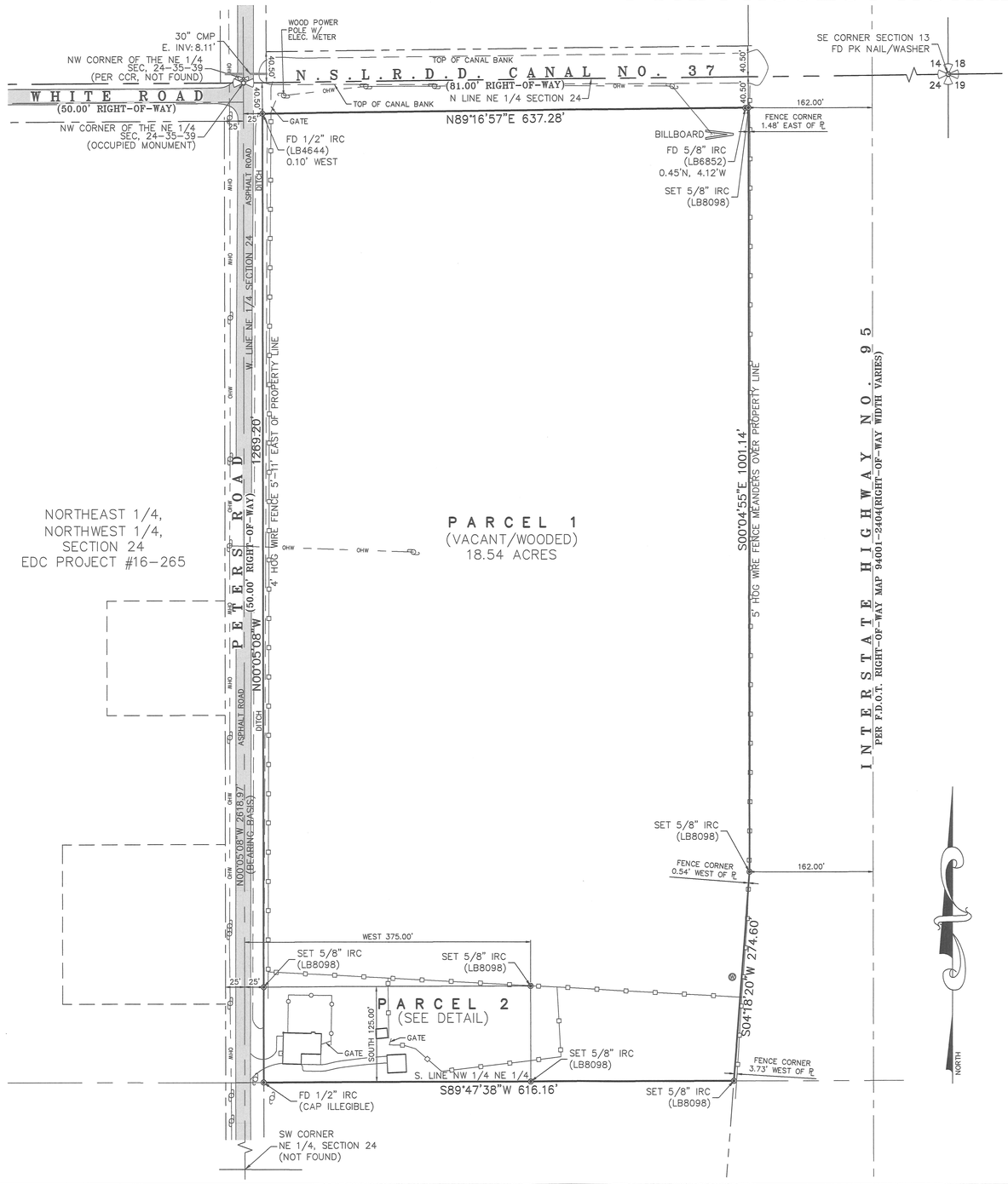
BOUNDARY SURVEY

FOR: PROJECT HURRICANE

GRAPHIC SCALE

80 0 40 80 160 240

(IN FEET)
1 inch = 80 ft.



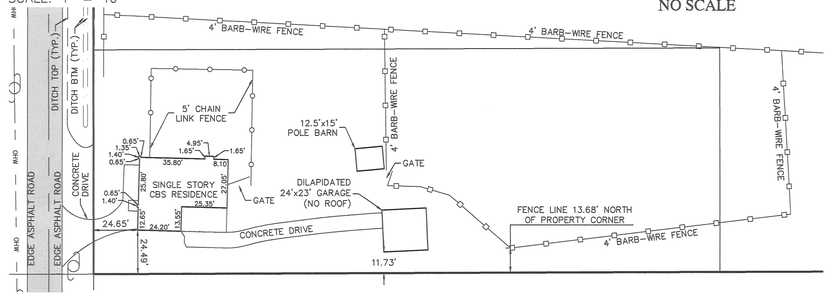
ST. LUCIE COUNTY, FLORIDA

VICINITY MAP

NO SCALE

PARCEL 2 DETAIL:

SCALE: 1" = 40'



SYMBOL & ABBREVIATION LEGEND:

(A)	AIR RELEASE VALVE	(D)	DECORATIVE LIGHT POST	(F)	FPL MANHOLE	☼	METAL LIGHT POST	P.T.	POINT OF TANGENCY	⊕	STREET SIGN
AL	ARC LENGTH	(D)	DEED	SQ FT.	SQUARE FEET	MP	METAL PIPE	P.O.T.	POINT OF TERMINUS	TEL RISER	TELEPHONE RISER BOX
ASPH	ASPHALT	D.B.	DEED BOOK	GAS	GAS VALVE	MW	MONITORING WELL	PVC	POLYVINYL CHLORIDE	TOE	TOE OF SLOPE
BFP	BACK FLOW PREVENTER	ø	DIAMETER (DIA.)	GIS	GEOGRAPHIC INFORMATION SYSTEMS	MON	MONUMENT	PSL	PORT SAINT LUCIE, FLORIDA	TOB	TOP OF BANK/BERM
	BENCHMARK (BM)	D	DRAINAGE MANHOLE	GND	GROUND	NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929	PLS	PROFESSIONAL LAND SURVEYOR	T.O.N.	TOP OF NUT
	BIKE RACK	DIP	DUCTILE IRON PIPE		GROUND LIGHT	N/D	NON DESCRIPT NAIL AND DISK	R	RADIUS	X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)
CATV	CABLE RISER	E	EAST/EASTING		GUY WIRE ANCHOR	N.R.	NON RADIAL	RGE	RANGE	X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
(C)	CALCULATED	EOW	EDGE OF WATER		HANDICAP	NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	RTK	REAL TIME KINEMATIC	TWNSHP	TOWNSHIP
	CATCH BASIN	EB	ELECTRIC BOX	HDPE	HIGH DENSITY POLYETHYLENE PIPE	N	NORTH OR NORTHING	RWV	RECLAIMED WATER VALVE	T	TRAFFIC HANDHOLD
℄	CENTERLINE	EM	ELECTRIC METER	HWF	HOG WIRE FENCE	No.	NUMBER	RLS	REGISTERED LAND SURVEYOR	TSCB	TRAFFIC SIGNAL CONTROL BOX
CCR	CERTIFIED CORNER RECORD	ELEC PANEL	ELECTRICAL PANEL		HYDRANT	O.R.B.	OFFICIAL RECORDS BOOK	RCP	REINFORCED CONCRETE PIPE	TYP	TYPICAL
CLF	CHAIN LINK FENCE	EL./ELEV.	ELEVATION	IN	INCH	OHW	OVER HEAD WIRES	R/W	RIGHT-OF-WAY	UNK	UNKNOWN
CHD.	CHORD	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	INV	INVERT	PG	PAGE	R/C	ROD AND CAP	UNKN HH	UNKNOWN HANDHOLD
CO	CLEAN OUT	F.O.	FIBER OPTIC	IP	IRON PIPE	PCN	PARCEL CONTROL NUMBER	S	SANITARY MANHOLE	UNKN RISER	UNKNOWN RISER BOX
COMM RISER	COMMUNICATION RISER	FOHH	FIBER OPTIC HAND HOLE	IR	IRON ROD	PK NAIL	PARKER-KALON NAIL	SV	SANITARY VALVE	U	UNKNOWN TYPE MANHOLE
CONC	CONCRETE		FIBER OPTIC MARKER	IR/C	IRON ROD AND CAP	PK/D	PARKER-KALON NAIL & DISK	SEC	SECTION	VCP	VITRIFIED CLAY PIPE
	CONCRETE LIGHT POST	FIBER RISER	FIBER OPTIC RISER		IRRIGATION CONTROL VALVE	PCP	PERMANENT CONTROL POINT		PROPERTY CORNER	WM	WATER METER
CM	CONCRETE MONUMENT	(M)	FIELD MEASURED	L	LENGTH	PRM	PERMANENT REFERENCE MONUMENT		RIGHT-OF-WAY CONTROL	WV	WATER SERVICE METER (WM)
CPP	CONCRETE POWER POLE (CPP)	F.F.E.	FINISHED FLOOR ELEVATION		LIGHT POST	P.B.	PLAT BOOK		SIGN	WV	WATER VALVE (WV)
	CONCRETE POWER POLE W/STREET LIGHT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	MAG/D	MAG NAIL MAG BRAND NAIL	(P)	PLAT DATA	S	SOUTH	W	WEST
	CONCRETE SIGNAL LIGHT POLE	FPL	FLORIDA POWER AND LIGHT		MAILBOX	P.O.B.	POINT OF BEGINNING		SPIGOT	WF	WOOD FENCE
CMP	CORRUGATED METAL PIPE	FT	FOOT	M.C.	MARTIN COUNTY	P.O.C.	POINT OF COMMENCEMENT		SPRINKLER VALVE		WOOD POLE STREET LIGHT
	CURB INLET	FM	FORCE MAIN	MHWL	MEAN HIGH WATER LINE	P.C.C.	POINT OF COMPOUND CURVE	S.L.C.	ST. LUCIE COUNTY		WOOD POWER POLE
		FND	FOUND	MLWL	MEAN LOWER WATER LINE	P.C.	POINT OF CURVATURE	STA	STATION		
									STORMWATER DRAINAGE MANHOLE		

SURVEYORS NOTES AND REPORT:

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
2. THE LAST DATE OF FIELD WORK WAS OCTOBER 5, 2020.
3. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT. A TITLE SEARCH FOR THIS PROPERTY HAS NOT BEEN ABSTRACTED TO SHOW MATTERS OF RECORD SUCH AS EASEMENTS OR OTHER ENCUMBRANCES OR RESTRICTIONS.
4. PARCELS CONTAIN A TOTAL OF 18.54 ACRES, MORE OR LESS.
5. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6 F.A.C.), IS "RESIDENTIAL." THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY EXCEEDS THE REQUIRED DISTANCE ACCURACY.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE BOUNDARY SYSTEM-EAST ZONE, NAD 83 (1990).
7. SUB-SURFACE IMPROVEMENTS INCLUDING UNDERGROUND UTILITIES, UTILITY SERVICES, WERE NOT LOCATED AS PART OF THIS SURVEY.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HERON ARE BASED UPON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 24, ST. LUCIE COUNTY, FLORIDA PER THE LINE LABELED HERON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
10. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
11. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
12. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
13. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN AN AREA OF MINIMAL FLOOD HAZARD AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0167J, HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.

LEGAL DESCRIPTION:

PARCEL 1:

THE WEST 3/4 OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER LESS ROAD AND CANAL RIGHT OF WAY FOR I-95; WHITE ROAD, AND ALSO, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, LESS ROAD RIGHT OF WAY FOR I-95 AND LESS THE SOUTH 125 FEET OF THE WEST 375 FEET THEREOF, ALL LYING AND BEING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

PARCEL 2:

THE SOUTH 125 FEET OF THE WEST 375 FEET OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

CONTAINING 18.54 ACRES, MORE OR LESS.

MICHAEL T. OWEN "PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

STATE OF FLORIDA — MICHAEL T. OWEN — LICENSE NUMBER 5556 — PROFESSIONAL SURVEYOR & MAPPER

SIGNATURE DATE: 10-30-20

ENGINEERS & SURVEYORS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DRAWN BY	SPT
CHECKED BY	MTO
FIELD CREW	JP
FILENAME	20-298 Boundary_rev2.dwg
LAYOUT	LAYOUT1
SCALE	AS SHOWN
DATE	October 29, 2020

DATE	REVISION COMMENTS
10/07/20	REVISED PROJECT NAME - SPT

BOUNDARY SURVEY

FOR: PROJECT HURRICANE

LAND LYING IN THE NW 1/4 OF THE NE1/4 OF SEC. 24, TWNSHP. 35 SOUTH, RGE. 39 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

20-298

1 OF 1

USE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.
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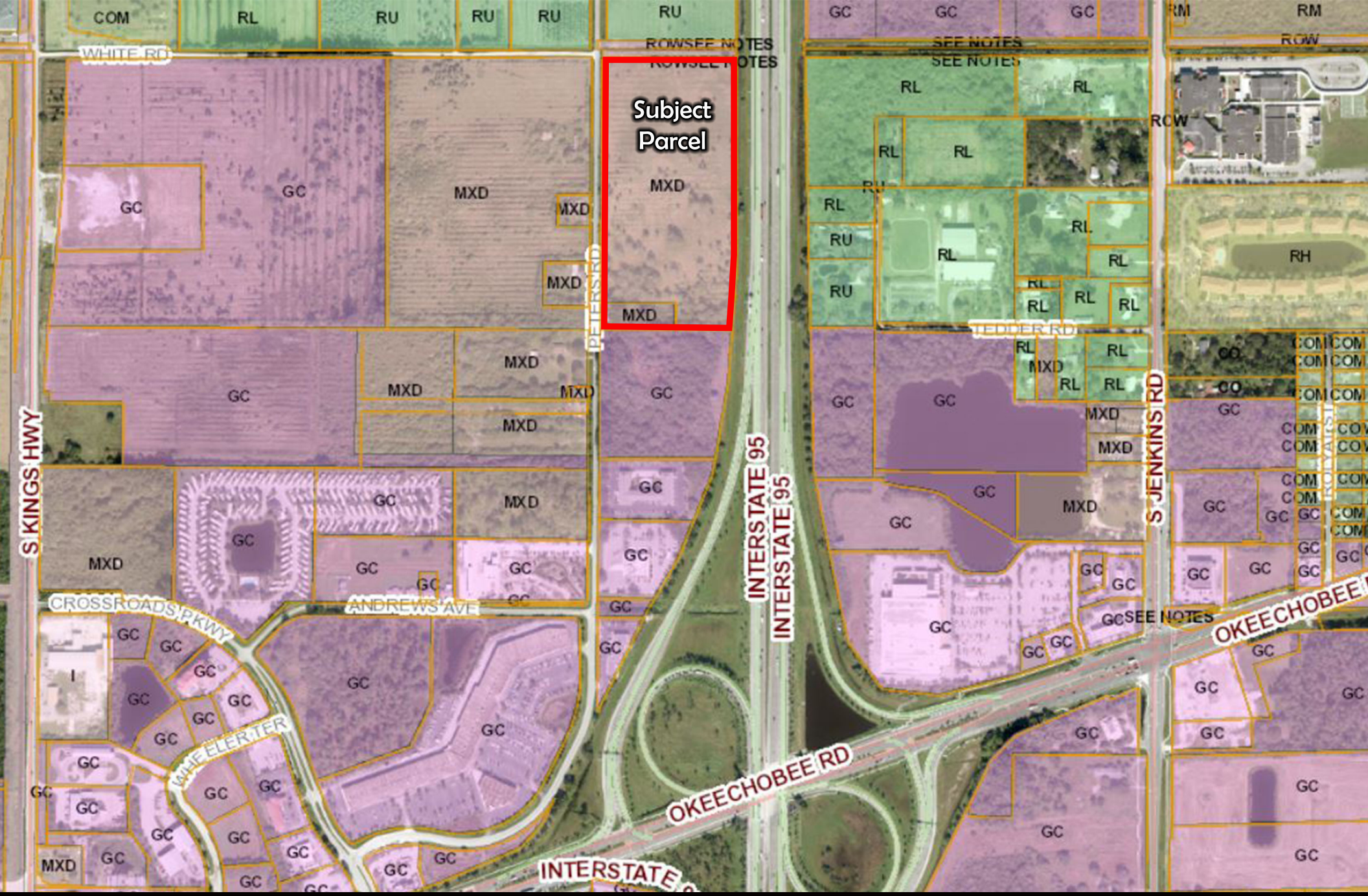
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND



RV Development, LLC

Future Land Use

St. Lucie County, FL

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL

Project Hurricane

Current Zoning

Fort Pierce, FL

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL

December 17, 2020 *Via: Electronic Mail*

Brandon Creagan, LEED Green Associate
City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34954

Re: 2398 Peters Road – Annexation
TRC Response to Comments
TRC Project # 20-02000006

Dear Brandon:

On behalf of our client, please find the attached response to comments received on December 16, 2020 for a project known as Annexation – 2398 Peters Road. Each comment is identified below followed by a response in ***bold italics***.

Planning Department

1. The St. Lucie County Future Land Use is Mixed Use (MXD) and the Zoning is Single Family, 2 du/acre (RS-2). As such once annexed into the City it will be given our Future Land Use of Mixed Use (MXD) & Zoning of Residential Single Family, two units per acre (E-2).

RESPONSE: Acknowledged.

2. It is staffs understanding that there will be subsequent applications filed for a Future Land Use Map Amendment, Zoning Atlas Map Amendment, Concurrency Review, Design Review, and Development Review soon for this site. The proposed use would be RV sales/storage.

RESPONSE: Applications for the above will follow. The proposed use is RV Sales and Service.

3. Provide the Legal Description in word form so that it can be added to the Annexation Ordinance.

RESPONSE: Please see attached legal description in word format.

FPUA Department

FPUA W/WW Engineering: Approved as noted;
The Water/ Wastewater Engineering Department has reviewed the 2398 Peters Road annexation application package for the 2 parcels and, there is no objection to the application. FPUA's water and sewer services are available to serve this location see attached utility map

RESPONSE: Acknowledged.

Public Works / Engineering Department

1. That section of Peters is maintained by the County. Is there intent for the City to assume the future responsibility of the ¾ of a mile that is County to adjoin with the City's section for this local roadway?

RESPONSE: These concerns will be addressed during the development review process and will need to be discussed between the City and County.

We feel the attached adequately addresses staff comments and respectfully request approval of application. If you have any questions regarding this application, the attached documents, or the project, please contact our office.

Respectfully,

ENGINEERING DESIGN & CONSTRUCTION, INC.

Patricia Sesta
Planner

cc: Srinivas Kuchipudi – Project Hurricane

Z:\EDC-2020\20-298 - Lazydays RV\ENGINEERING\Documents\Submittal Documents\Comment Response Letter\2020-12-17_B_Creagan_2398_Peters_Annexation_Rsp2Cmts_20-298.docx

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation - Project Hurricane - 2398 Peters Road (2 Parcels)

NOTICES PROVIDED PURSUANT TO: 125-37

NOTICE BY NEWSPAPER: 4-25-21 & 5-2-21

NOTICE BY MAIL: 4-2-2021 (to St. Lucie County Administrator & Attorney Per Joint Planning Agreement)

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon C. Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 4-21-2021

City Commission Regular Meeting - 6:00 pm **12. c.**

Meeting Date: 05/03/2021

Re: Ordinance 21-012 Amending Chapter 103, Article IX, Adopting Mobile Manufactured Home Repair and Remodeling Guidelines

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing - Ordinance 21-012 Amending Chapter 103, Article IX, Property Maintenance Ordinance and Housing Code and creating Article XI, Mobile and Manufactured Homes. FIRST READING

SUMMARY:

Currently, the International Property Maintenance Code (IPMC) is not enforceable with regard to mobile and manufactured homes because they are not considered "structures." Amending Chapter 103, Article IX will allow for the IPMC to regulate mobile and manufactured homes. Additionally, the Florida Building Code (FBC) and local ordinances do not provide for the enforcement of mobile and manufactured home remodeling and repairs. Article XI, adopts the Florida Department of Highway Safety and Motor Vehicles Mobile/Manufactured Home Repair and Remodeling Guidelines and provides for enforcement by the City.

RECOMMENDATION:

Staff recommends approval of Ordinance 21-012 Amending Chapter 103, Article IX, Property Maintenance Ordinance and Housing Code and creating Article XI, Mobile and Manufactured Homes.

ALTERNATIVES:

Do not approve the Ordinance at this time.

RESPONSIBLE STAFF:

Paul Thomas, Building Official, CBO, CFM

COORDINATED WITH:

Shaun Coss, CFM, Building Department Coordinator

Fiscal Impact

OTHER INFORMATION:

None at this time.

Attachments

21-012

Dept. of Highway Safety Guidelines

Proof of Publication

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	04/22/2021 09:57 AM
City Manager	Nick Mimms	04/27/2021 06:57 PM

Form Started By: Karen Murphy Started On: 04/14/2021 11:32 AM

Final Approval Date: 04/27/2021

ORDINANCE NO. 21-012

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING CHAPTER 103, CREATING ARTICLE XI,** OF THE CODE OF ORDINANCES ENTITLED **"MOBILE AND MANUFACTURED HOMES"**; PROVIDING FOR ADOPTION OF THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES MOBILE/MANUFACTURED HOME REPAIR AND REMODELING GUIDELINES; PROVIDING FOR APPLICABILITY AND NATURE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section 320.8232 (2020), Florida Statutes establishes uniform standards for used recreational vehicles and repair and remodeling code for mobile homes; and

WHEREAS, section 320.8245 (2020), Florida Statutes provides for limitation of alteration or modification to mobile homes or recreational vehicles; and

WHEREAS, the Florida Department of Highway Safety and Motor Vehicles, Division of Motorist Services Manufactured Housing Section adopted Procedure # MHS-24 on December 12, 2017 providing for Mobile and Manufactured Home Repair and Remodeling Guidelines; and

WHEREAS, the City of Fort Pierce, Florida has determined that the International Property Maintenance Code, as published by the International Code Council, adopted previously as the Fort Pierce Property Maintenance Ordinance shall also be applicable to mobile and manufactured homes.

NOW, THEREFORE, BE IT ORDAINED by City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 103, Article XI, of the Code of Ordinances, is hereby created as follows:

Sec. 103-400. – Title.

This article shall be known as the “Fort Pierce Mobile and Manufactured Homes Ordinance”.

Sec. 103-401. – Applicability.

(a) The provisions of Chapter 103, Article IX, Property Maintenance Ordinance and Housing Code shall be applicable as a standard in the city. Every mobile and manufactured home, or portion thereof, shall comply with the provisions set forth therein.

(b) This article shall establish standards for the continued repair and remodeling of all mobile and manufactured homes and does not replace or modify standards otherwise established for the construction, repair, alteration or use of mobile and manufactured homes. In any event where a provision of this article is found to be in conflict with a provision of any zoning, building, electrical, plumbing, fire, safety or health ordinance, or any regulation adopted pursuant thereto, or any other

ordinance, code or regulation of the city, the provisions which established the highest standards shall prevail.

Sec. 103-402. – Nature of article.

Nothing in this article shall be deemed to abolish or impair existing remedies of the city or its officers or agencies relating to the removal or demolition of any mobile and manufactured home which are deemed to be dangerous, unsafe or unsanitary, and this article shall be deemed and treated as an addition thereto, and cumulative of the powers therein. This article is further declared to be remedial and essential to the public interest.

Sec. 103-403. – Adoption.

Provisions of the Mobile/Manufactured Home Repair and Remodeling Guidelines as approved by the Florida Department of Highway Safety and Motor Vehicles, Division of Motorist Services, Manufactured Housing Section, as Procedure # MHS-24, are adopted and stand incorporated by reference herein and stand as the mobile and manufactured home repair and remodeling ordinance for the city.

Sec. 103-404. – Enforcement.

This article shall be enforceable in the same manner as any other ordinances or laws of the city, as provided elsewhere in this Code, or as otherwise provided by law.

Secs. 103-405 – 103.424. – Reserved.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Peter J. Sweeney
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 21-012 was duly advertised by title only in the St. Lucie News Tribune on XXXX; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, May 3, 2021; and was duly introduced, read by title only, and passed on second and final

reading on Monday, May 17, 2021, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

Florida
Department of Highway Safety and Motor Vehicles

Division of Motorist Services
Manufactured Housing Section

PROCEDURE: MHS-24	**SUBJECT:** Mobile/Manufactured Home Repair and Remodeling Guidelines
DESCRIPTION OF USE: This procedure concerns the guidelines to be used when repairing or remodeling a mobile or manufactured home. .	

I. PROVISIONS OF LAW:

A. Section 320.8232, Florida Statutes, Establishment of uniform standards for used recreational vehicles and repair and remodeling code for mobile homes.—

(1) The provisions of the repair and remodeling code shall ensure safe and livable housing and shall not be more stringent than those standards required to be met in the manufacture of mobile homes. Such provisions shall include, but not be limited to, standards for structural adequacy, plumbing, heating, electrical systems, and fire and life safety.

B. Section 320.8245, Florida Statues, Limitation of alteration or modification to mobile homes or recreational vehicles.—

(1) LIMITATION OF ALTERATIONS OR MODIFICATIONS.—No alteration or modification shall be made to a mobile home or recreational vehicle by a licensed dealer after shipment from the manufacturer's plant unless such alteration or modification is authorized in this section.

(2) EFFECT ON MOBILE HOME WARRANTY.—Unless an alteration or modification is performed by a qualified person as defined in subsection (4), the warranty responsibility of the manufacturer as to the altered or modified item shall be void.
(a) An alteration or modification performed by a mobile home or recreational vehicle dealer or his or her agent or employee shall place warranty responsibility for the altered or modified item upon the dealer. If the manufacturer fulfills, or is required to fulfill, the warranty on the altered or modified item, he or she shall be entitled to recover damages in the amount of his or her costs and attorneys' fees from the dealer.
(b) An alteration or modification performed by a mobile home or recreational vehicle owner or his or her agent shall render the manufacturer's warranty as to that item void. A statement shall be displayed clearly and conspicuously on the face of the warranty that the warranty is void as to the altered or modified item if the alteration or modification is performed by other than a qualified person. Failure to display such statement shall result in warranty responsibility on the manufacturer.

(3) AUTHORITY OF THE DEPARTMENT.—The department is authorized to promulgate rules and regulations pursuant to chapter 120 which define the alterations or modifications which must be made by qualified personnel. The department may regulate only those alterations and modifications which substantially impair the structural integrity or safety of the mobile home.

(4) DESIGNATION AS A QUALIFIED PERSON.—
(a) In order to be designated as a person qualified to alter or modify a mobile home or recreational vehicle, a person must comply with local or county licensing or competency requirements in skills relevant to performing alterations or modifications on mobile homes or recreational vehicles.
(b) When no local or county licensing or competency requirements exist, the department may certify persons to perform mobile home alterations or modifications. The department shall by rule or regulation determine what skills and competency requirements are requisite to the issuance of a certification. A fee sufficient to cover the costs of issuing certifications may be charged by the department. The certification shall be valid for a period which terminates when the county or other local governmental unit enacts relevant competency or licensing requirements. The certification shall be valid only in counties or localities without licensing or competency requirements.
(c) The department shall determine which counties and localities have licensing or competency requirements adequate to eliminate the requirement of certification. This determination shall be based on a review of the relevant county or local standards for adequacy in regulating persons who perform alterations or modifications to mobile homes. The department shall find local or county standards adequate when minimal licensing or competency standards are provided.

C. Florida Administrative Code (FAC) 15C-2.0081 Mobile/Manufactured Home Repair and Remodeling Code.

These guidelines shall be used to assure safe and livable housing and shall not be more stringent than the standard to which the home was originally constructed.

(1) Structure.

(a) Additions, including, but not limited to add-a-rooms, roof-overs and porches shall be free standing and self-supporting with only the flashing attached to the main unit unless the added unit has been designed to be married to the existing unit. All additions shall be constructed in compliance with State and locally adopted building codes.

(b) Anchoring of additions shall be in compliance with requirements for similar type construction.

(c) Repair or remodeling of a mobile/manufactured home shall require the use of material and design equivalent to the original construction. Structure shall include, but not be limited to, roof system, walls, floor system, windows and exterior doors of the mobile/manufactured home.

(2) Electrical repair and replacements shall require the use of material and design equivalent to the original construction.

(3) Plumbing repairs and replacements shall require the use of material and design equivalent to the original construction

II. POLICY:

A. Introduction:

The department may regulate only those alterations and modifications which substantially impair the structural integrity or safety of the mobile home. It is the intent of the Division of Motorist Services that the repair levels described in this procedure provide general guidelines for repair and remodel of mobile homes and the general level of expertise required for proper completion. These examples are not meant to be all inclusive.

B. Repair and Remodel Guidelines:

Level 1 - Ordinary Repair and Remodel

Ordinary repairs are nonstructural repairs. These are types of construction and repair that neither local government nor the department may require permitting or other oversight. Thus, a mobile home owner can perform these repairs without the necessity of local permitting or department approval.

Examples of Level 1 - Ordinary Repairs and Remodel:

- Replacement of a window(s)

  Example: Replace window for a window of the same size. The window opening is not to be enlarged. A 24" X 36" window cannot be installed where a 20" X 30" was.

- Replacement of door.

  Example: Replace a door for a door of the same size. A single door cannot be replaced with a double door or a sliding glass door cannot be replaced with a single standard 3/0 door.

- Sealing around vents and pipes on the roof.

  Example: This is normal maintenance.

- Replacement of exterior siding.

  Example: Replace with like materials.

  Note: Replacement of metal siding with heavier product such as concrete/wood (CW) products or equivalent would be a major repair.

- Replacement of small area of floor decking (max. 4' X 4').

  Example: Small section at the exterior door and/or small section in the bathroom.

- Replacement of interior wall sheathing. (wall covering)

  Example: Must be replaced with materials of a like or lesser weight.

- Replacement of interior doors.

  Example: Use of like materials.

- Replacement of carpet, roll goods, or ceramic tile.

  Example: Replacement with materials of a like or lesser weight.

- Replacement of toilet.

  Example: Remodel or replacement. Ordinary repair/maintenance.

- Replacement of kitchen/ bathroom faucet or shower head.

  Example: Within the description of ordinary repair/maintenance.

- Replacement of door locks.

  Example: Ordinary home owner maintenance.

- Replacement of kitchen cabinets:

  Example: Kitchen cabinets can be replaced; however the orientation or location **cannot** be changed if it would require new plumbing and electrical wiring. Changing the plumbing and electrical connections/ receptacle locations would constitute a major repair.

- Replacement of kitchen appliances:

  Example: Replace with like appliances of a like or lesser weight.

  Note: Changing out an electric range to a gas range would be a major repair.

- Repair or remodel of roof covering.

  Example: Remove old shingles before applying new shingles is an ordinary repair. However, applying new shingles over old shingles will place too much weight on the roof and therefore constitutes an alteration or modification affecting the structural integrity or safety of the mobile home and may require a local building permit. Homeowners are advised to check with local building departments for permitting requirements.

Ordinary repairs *do not include*:
The cutting away of any structural wall, partition or portion thereof.
The removal or cutting of any structural beam or load-bearing support.
The removal or change of any required means of egress.
The rearrangement of parts of a structure affecting the egress requirements.
The addition to, alteration of, replacement or relocation of any water supply, sewer, drainage, vents or similar piping, or electric wiring.

Level 2 - Major Repair or Remodel that Substantially Impairs the Structural Integrity or Safety

A major repair or remodel of a mobile home will require an engineer's plan, or blue print to show that it is a deviation from the original home. Work is considered a deviation from the original home if: (1) the materials being used are heavier than the original materials; (2) the repair or remodel changes the original home design; ~~or~~ (3) interior walls are moved or modified; or (4) if the repair or remodel involves major electrical and plumbing work. These types of construction and repair may require permitting, and owners should check with their local jurisdiction to determine permitting requirements. If a building permit is required, the repair or remodel shall be approved if the repair or remodel complies with the engineer's plan or blueprint. Neither the local government nor the department shall impose additional requirements on the repair or remodel.

A major repair or remodel must be performed by qualified or licensed persons. To be designated as a person qualified to alter or modify a mobile home or recreational vehicle, a person must comply with local or county licensing or competency requirements in skills relevant to performing alterations or modifications on mobile homes or recreational vehicles. If no such local or county licensing or competency requirements exist the person must meet state licensing requirements in skills relevant to performing alterations or modifications.

A list of major repairs and remodeling has been provided. This list is not meant to be all encompassing of all possible repairs or remodels. The repairs or remodeling when not performed properly may result in significant personal injury or failure of the repaired or remodeled aspects of the home.

Examples of Level 2 - Major Repair or Remodel

- Repair or remodel of the exterior of the home which changes the original foot prints (design specifications) of the home.
  Example: Addition of a room, or enlarging any portion of the home.

- Repair or remodel of the exterior with a different finish material that is heavier than the original material.
  Example: Over layment or replacement of metal siding with a "concrete wood" where the weight of the "concrete wood" product exceeds the weight of the original siding.

- Repair or remodel of windows or door(s) with a different size.
  Example: 18" X 24" window(s) replaced with 34" X 30" window or a standard 3/0 door replaced with double doors.

- Removal of any interior walls.
  Example: Removal of any interior wall may result in removal of a shear wall which is a major repair.

- Repair or remodel of interior wall finish.
  Example: Over layment or replacement of interior wall finish with a material that is heavier than the one the home was originally designed for. (The original home specifications were not designed for the added weight of a heavier wall covering such as sheetrock.)

Major electrical repair or remodel

- Replacement of damaged wiring.
  Example: Replacement of any damaged cable in a wall. Damaged NM cable from fire or an electrical short, etc.

- Replacement of main panel box.
  Example: Replacement of the panel box due to fire or undersized for demand. This includes the entrance cables.

- Addition of receptacles. Any addition of electrical receptacles is a major repair.
  Example: Addition of a receptacle for new appliance, interior or exterior.

- Replacement of receptacles and switches. Any replacement of electrical receptacles and switches are a major repair. (Any electrical work is a major repair.)
  Example: Replacement of faulty switch or receptacle or replacement of out dated receptacle or switch.

- New wiring. Any new wiring is a major repair. (Any electrical work is a major repair.)
  Example: New wiring for new kitchen cabinets or counters.

  Example: Remodel of bathroom, the moving of receptacles and switches.

Major plumbing repairs or remodeling

- Remodel of bathroom. Any plumbing change is a major repair.
  Example: Changing the foot print of the bath plumbing.

- Remodeling the kitchen. Any plumbing change is a major repair.
  Example: Changing the foot print of the kitchen plumbing.

- Changing the supply/drain piping within the home.
  Example: Replacement of Polybutylene (Poly) pipe with Chlorinated Poly Vinyl Chloride (CPVC) pipe.

Level 3 – Changes that Disqualify the Structure as a Mobile Home

Certain conditions will arise that may disqualify a Mobile/Manufactured home as being the home described on the title. Changes to the home as well as damage from storms can render a Mobile/Manufactured home unfit and a danger to residents. A few examples are; storm damage, neglected and/or abandoned homes.

Mobile/Manufactured homes that may be disqualified as mobile/manufactured home.

1. Section 319.30(2)(a), Florida Statutes, requires each person mentioned as owner in the last issued certificate of title to surrender the certificate of title to the department when a mobile home is dismantled, destroyed or changed in such a manner that it is no longer the mobile home described in the certificate of title.
   A few examples:
   a. Damaged homes that meet the requirements of s. 319.30 (3)(a)1. & 2.
   b. Homes where all interior walls, cabinets, vanities, HVAC and all other interior items have been removed.
   c. Home stripped down to the floor or frame.
   d. Homes wrecked or declared a total loss by the insurance company.

2. Insured mobile/manufactured homes.

   319.30(3)(a)2. A mobile home shall not be considered a "total loss" if the insurance company and owner of mobile home agree to repair, rather than to replace, the mobile home. However, if the actual cost to repair the mobile home to the insurance company exceeds 100 percent of the cost of replacing the wrecked or damaged mobile home with one of like kind and quality, the owner shall forward to the department, within 72 hours after the agreement, a request to brand the certificate of title with the words "Total Loss Vehicle." Such a brand shall become a part of the vehicle's title history.

3. Uninsured mobile/manufactured home.

   319.30(3)(a)1.b. A mobile home is considered a total loss, when the mobile home is wrecked or damaged and the cost, at the time of loss, of repairing or rebuilding the home is 80 percent or more of the cost to the owner of replacing the wrecked mobile home with one of like kind and quality.

Treasure Coast Newspapers
PART OF THE USA TODAY NETWORK
St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480

FORT PIERCE, FL 34954-1480

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

04/23/2021

Amy Kabott

Subscribed and sworn to before on April 23, 2021:

Tara Mondloch

Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $131.04
Ad No: 0004691717
Customer No: 1309463
PO #: Public Hearing

# of Affidavits 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, May 3, 2021 at 6:00 p.m. and Monday, May 17, 2021 at 4:30 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 21-012 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 103, CREATING ARTICLE XI, OF THE CODE OF ORDINANCES ENTITLED "MOBILE AND MANUFACTURED HOMES"; PROVIDING FOR ADOPTION OF THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES MOBILE/MANUFACTURED HOME REPAIR AND REMODELING GUIDELINES; PROVIDING FOR APPLICABILITY AND NATURE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinance; said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.

/s/ Linda W. Cox, City Clerk
Publish: 4/23/2021

Publish: April 23, 2021
TCN4691717

City Commission Regular Meeting - 6:00 pm **12. d.**

Meeting Date: 05/03/2021

Re: Annexation - 2192 Copenhaver Road

SUBJECT:

Legislative Hearing - Ordinance 21-013 - extending the territorial limits of the City of Fort Pierce, to include one (1) property at or near 2192 Copenhaver Road in Fort Pierce, Florida. FIRST READING

SUMMARY:

A Voluntary Application for Annexation of one (1) parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Residential Single Family two units per acre (E-2).

RECOMMENDATION:

Approve

ALTERNATIVES:

Disapprove

RESPONSIBLE STAFF:

Brandon C. Creagan, MCRP, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $15,149.

Attachments

Ordinance 21-013
staff presentation
Staff Packet
Applicant Packet
Public Notification Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/27/2021 07:01 PM

Form Started By: Brandon Creagan Started On: 04/21/2021 01:35 PM
Final Approval Date: 04/27/2021

ORDINANCE NO. 21-013

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR **2192 COPENHAVER ROAD IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signatures of all owners of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their March 8, 2021 meeting, voted 5 to 0 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on April 2, 2021, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on April 2, 2021, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit “A”, attached hereto, and incorporated herein; and annexed into the City:

a) Parcel ID: 2313-432-0000-000-4

THAT PORTION OF THE WEST ½ OF THE SW ¼ OF THE SE ¼, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF I-95, OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHTS OF WAY FOR I-95; GRAHAM ROAD; COPENHAVER ROAD AND LESS CANAL RIGHTS OF WAY FOR NSLRDD CANAL NO. 37 ON SOUTH LINE.

Said properties containing 17.83 acres and being generally located at or near 2192 Copenhaver Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit “A” hereof as of January 1, 2021, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser’s tax classifications and exemptions.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit “A” and annexed into the territorial limits of the City of Fort Pierce shall be zoned Residential Single Family two units per acre (E-2) and assigned a Future Land Use Designation of Low Density Residential (RL), as depicted on Exhibit “B” attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 21-013 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, April 25, 2021 and Sunday, May 2, 2021; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on May 3, 2021; and was duly introduced, read by title only, and passed on second and final reading May 17, 2021, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 17th day of May, 2021.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

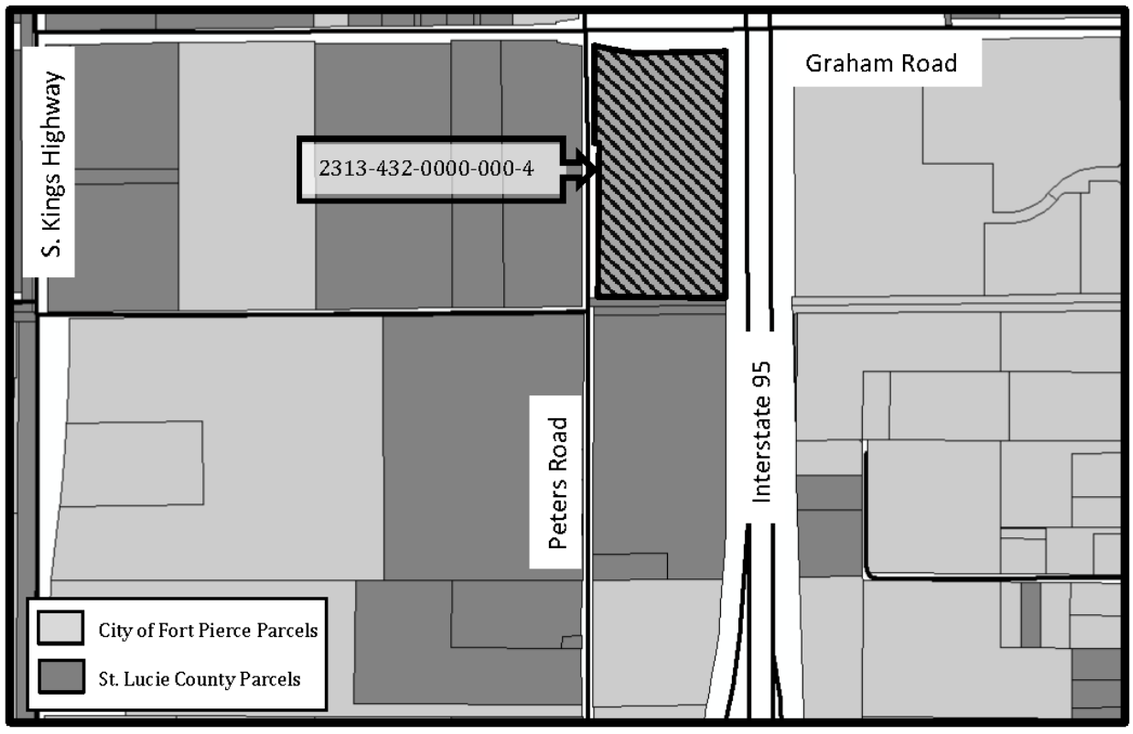
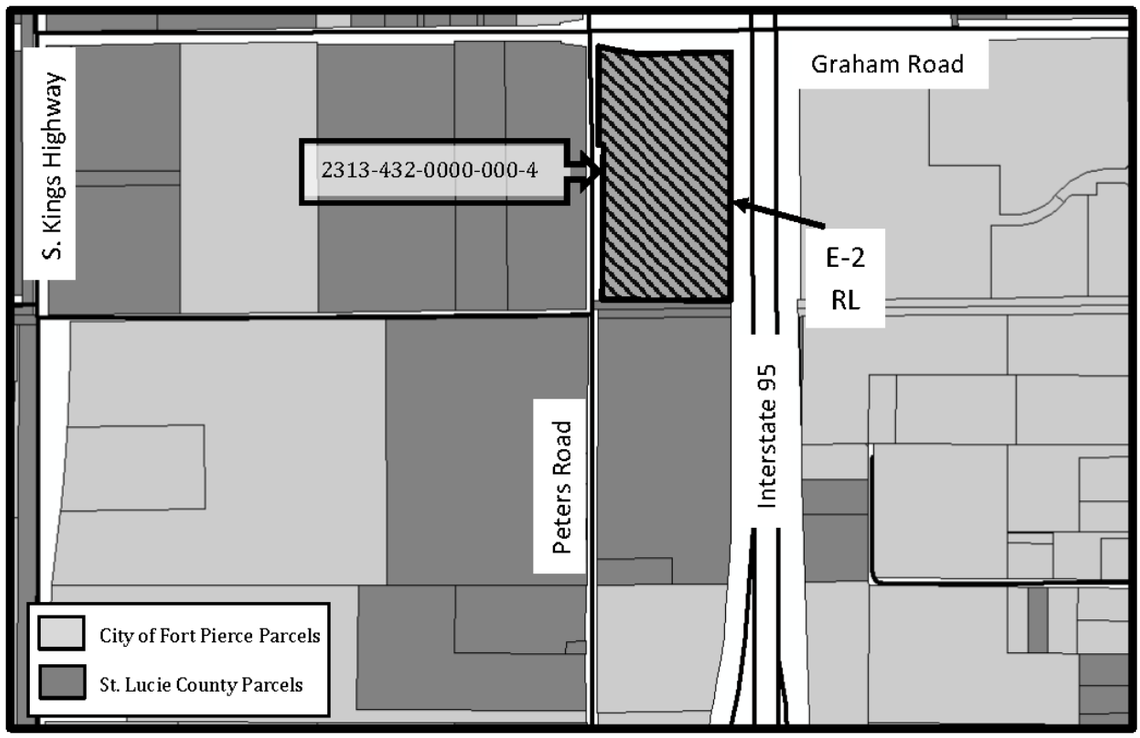


EXHIBIT B

Zoning & Future Land Use Designation Assignment

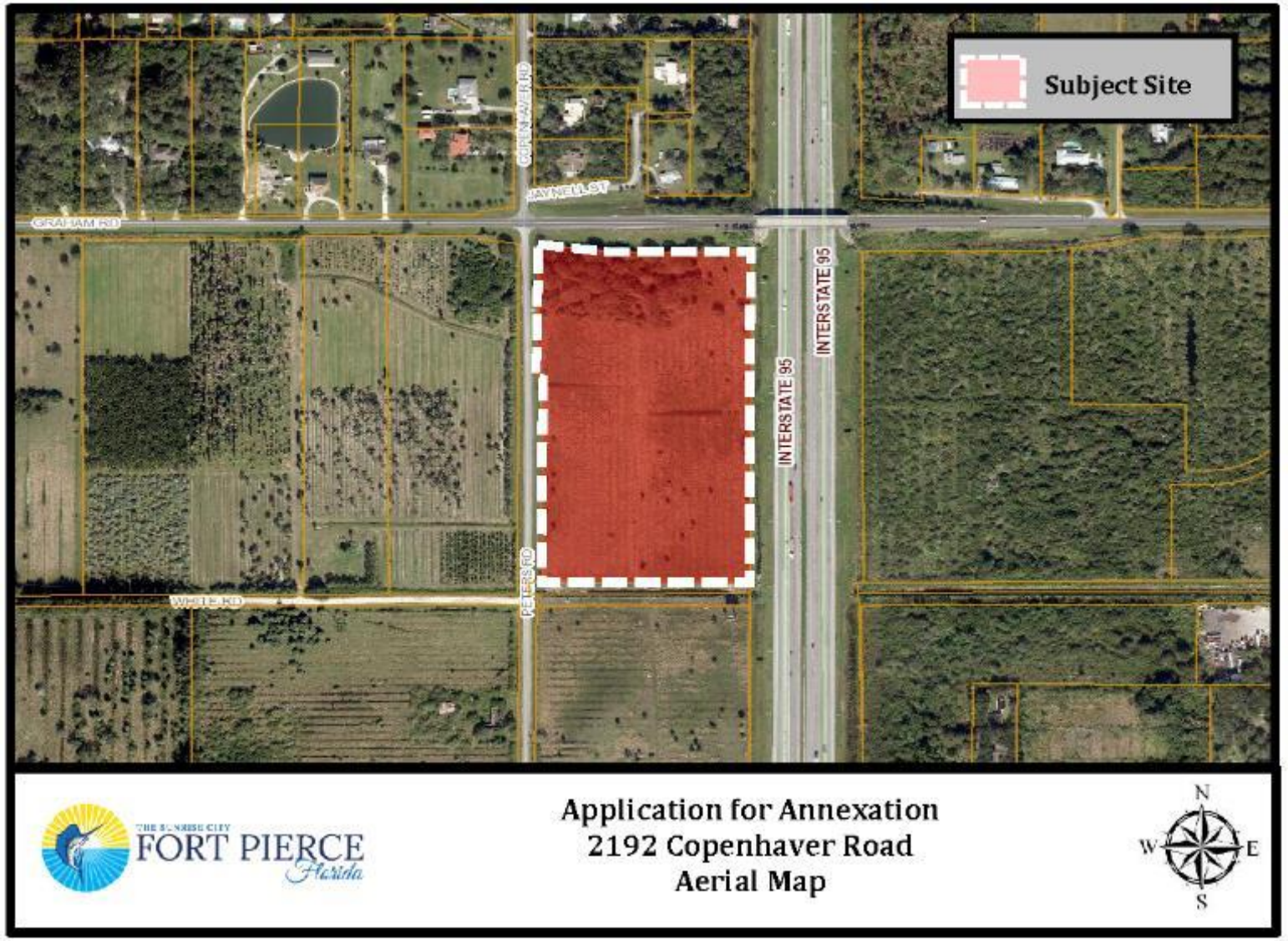


*The property to be annexed currently has a zoning of Single Family, 2 du/acre (RS-2) with a Future Land Use of Residential Urban, 5 du/ac (RU). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Residential Single Family, two units per acre (E-2) and have a Future Land Use Designation of Low Density Residential (RL).

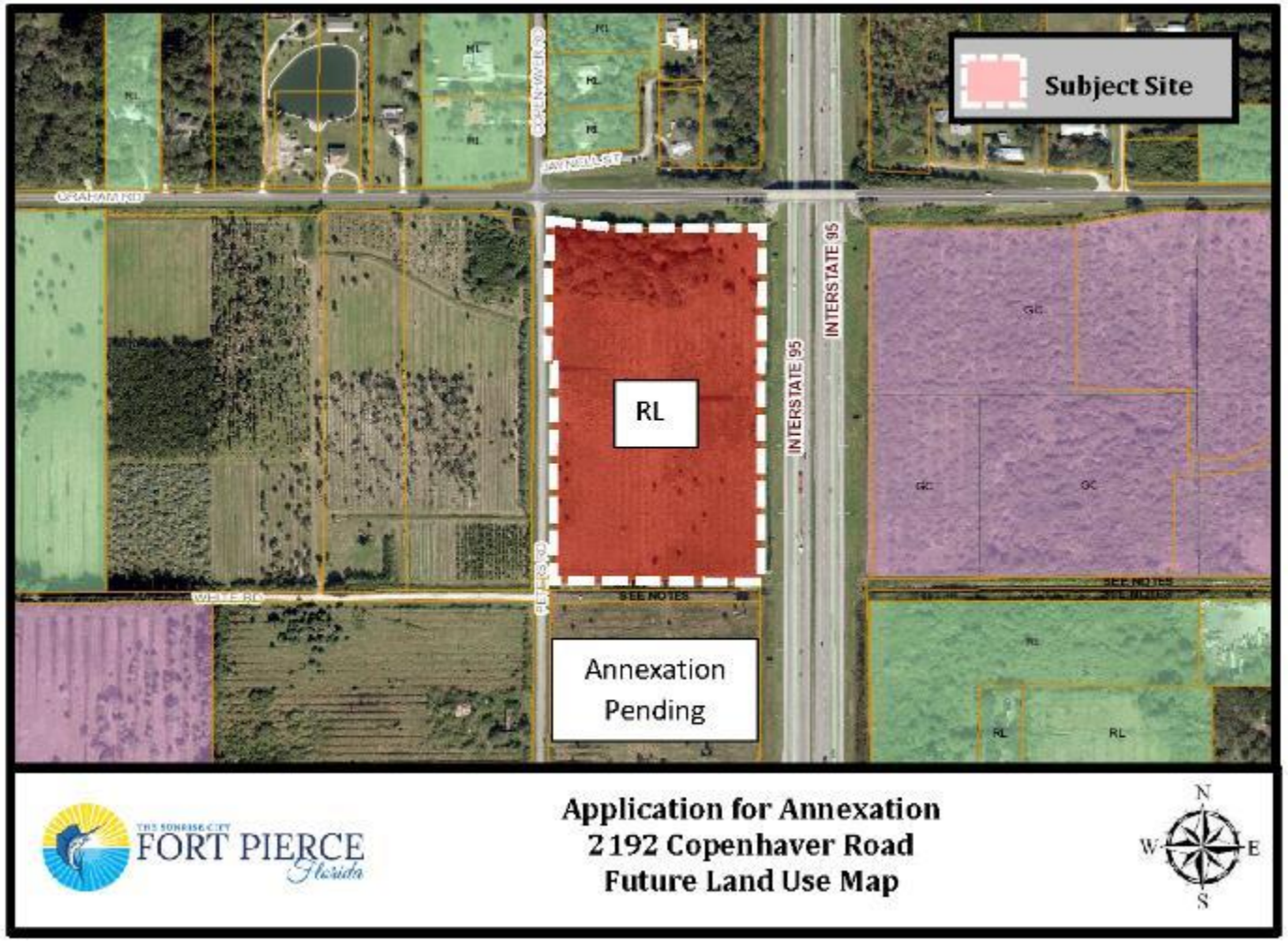
Application for Annexation

2192 Copenhaver Road

Site Aerial Map

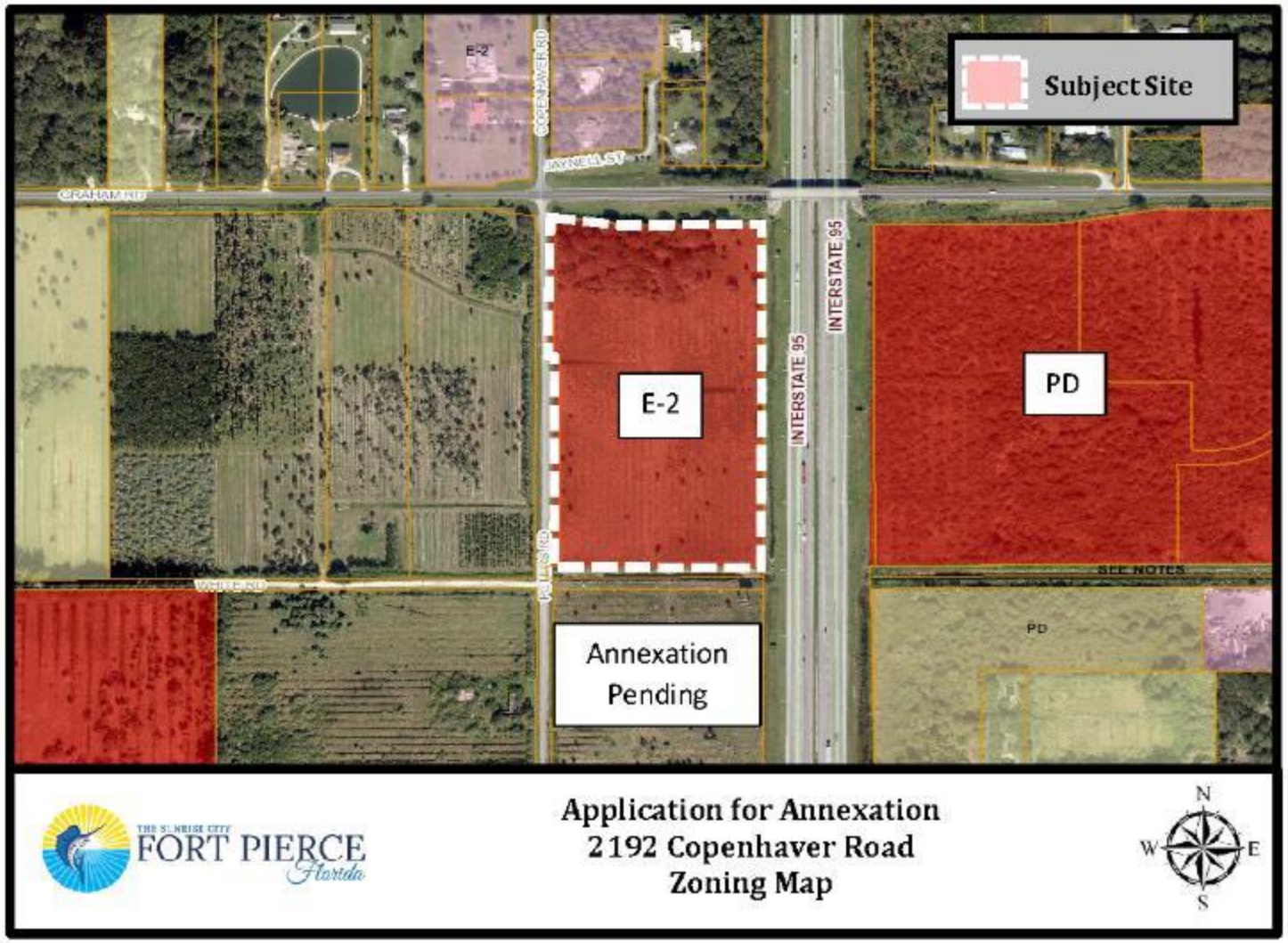


Future Land Use Map



- Current County FLU: Residential Urban, 5 du/ac (RU)
- Proposed City FLU: Low Density Residential (RL)

Zoning Map



- Current County Zoning: Single Family, 2 du/ac (RS-2)
- Proposed City Zoning: Single Family, 2 du/ac (E-2)

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

Planning Staff recommends that the Planning Board forward a recommendation of approval for the proposed annexation to the City Commission.

PB Recommendations

- Recommended **APPROVAL** of the proposed Annexation
  - Staff recommends approval
  - Planning Board voted 5-0 recommend approval

CC Actions

Possible actions of the City Commission:

- **APPROVAL** of the proposed Annexation
  - Staff recommends approval
  - Planning Board voted 5-0 recommend approval
- **DISAPPROVAL** of the proposed Annexation.

Application for Annexation

2192 Copenhaver Road

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas Mimms, P.E., ICMA-CM, City Manager
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Brandon C. Creagan, MCRP, LEED Green Associate, Planner
RE:	**Application for Annexation** **2192 Copenhaver Road**
BOARD DATE:	May 3, 2021

STAFF REPORT

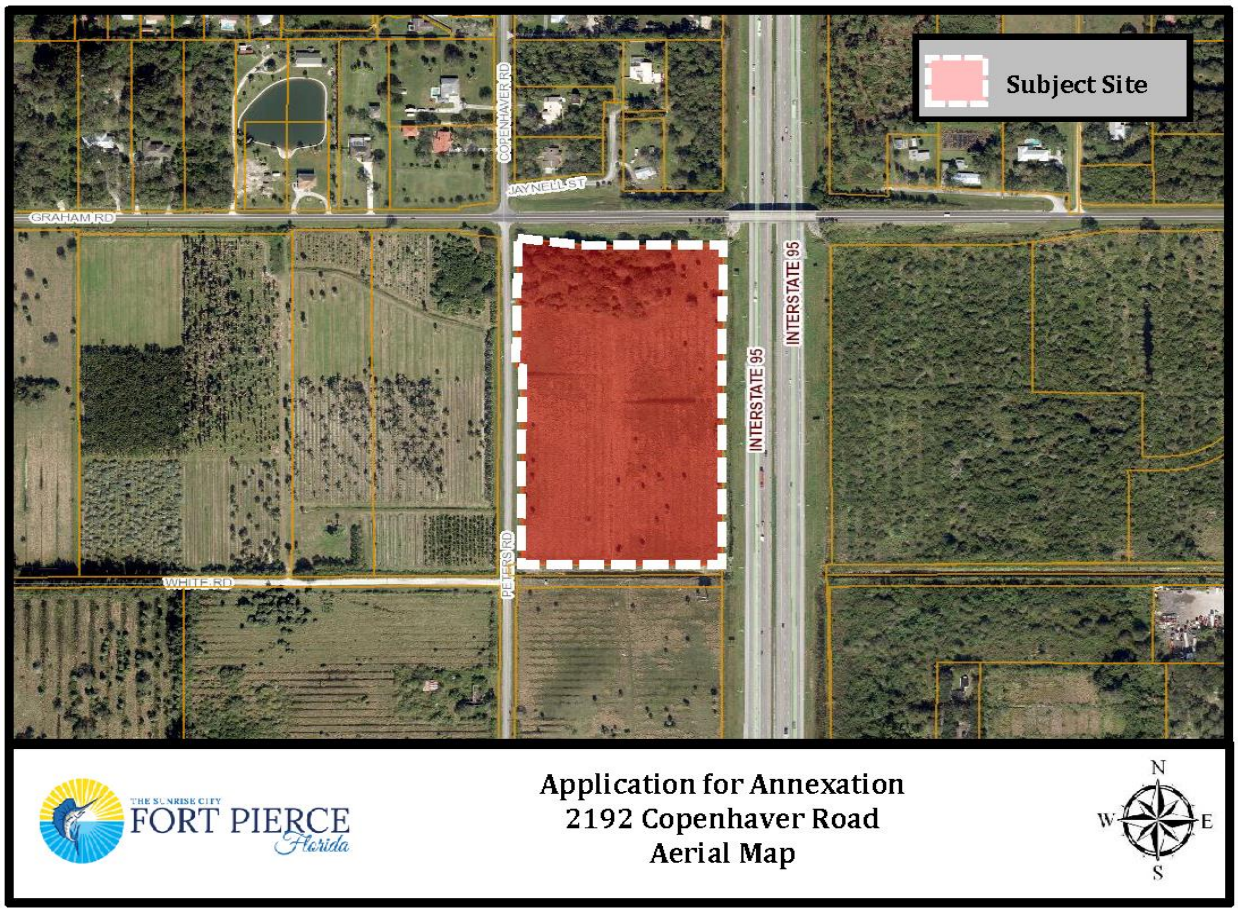
Property Owner/ Applicant	R.V. Development, LLC 547 Wash Roberts Lane McMinnville, TN 37110
Representative	Macritchie Storage Ventures, LLC 715 5th Avenue, SW, Suite 1700 Calgary AB T2P 2X6, Canada
Requested Action:	Approval of a Voluntary Application for Annexation of a parcel of land
Site Location:	2192 Copenhaver Road Fort Pierce, Florida
Parcel ID:	2313-432-0000-000-4
Parcel Size:	17.83 acres
Current Future Land Use:	Residential Urban, 5 du/ac (RU)
Current Zoning:	Single Family, 2 du/acre (RS-2)
Proposed Future Land Use:	Low Density Residential (RL)
Proposed Zoning:	Single Family, two units per acre (E-2)
Utilities:	FPUA

	North	East	South	West
Surrounding FLU:	RL (FP) RU (SLC)	GC (FP)	GC (FP)	RU (SLC)
Surrounding Zoning:	E-2 (FP) RS-2 (SLC)	PD (FP)	C-3 (SLC)	AR-1 (SLC)

Staff Analysis:

Request

The applicant is requesting a voluntary annexation of a property at 2192 Copenhaver Road in Fort Pierce, Florida. The parcel ID is 2313-432-0000-000-4.



The subject property has a St. Lucie County Future Land Use designation of Residential Urban, 5 du/ac (RU) and a zoning designation of Single Family, 2 du/acre (RS-2). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is Low Density Residential (RL) with a zoning classification of Single Family, two (2) units per acre (E-2).

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The subject proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current taxable value of the property is $15,149. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000. Currently the property is vacant. The applicant will be submitting applications for a Future Land Use and Zoning change to General Commercial (GC) and General Commercial (C-3) respectively, as well as a Development Review application at the conclusion of the annexation into the City.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery".

The subject property is in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. This property abuts property to the north and east (across Interstate 95) that are within the City limits. The property to the south is also being brought into the City Limits though the voluntary annexation process. The annexation of this property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. The applicant is requesting that the City of Fort Pierce Future Land Use and Zoning designations remain consistent with the current County designation and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Designations of RL and E-2, respectively, would be consistent with Policy 1.11.5. The applicant will be submitting applications for a Future Land Use and Zoning change as well as a Development Review application at the completion of the annexation process. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department will provide notice of this annexations by mail to the St. Lucie County Administrator's Office on or before April 2, 2021, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission.

Planning Board

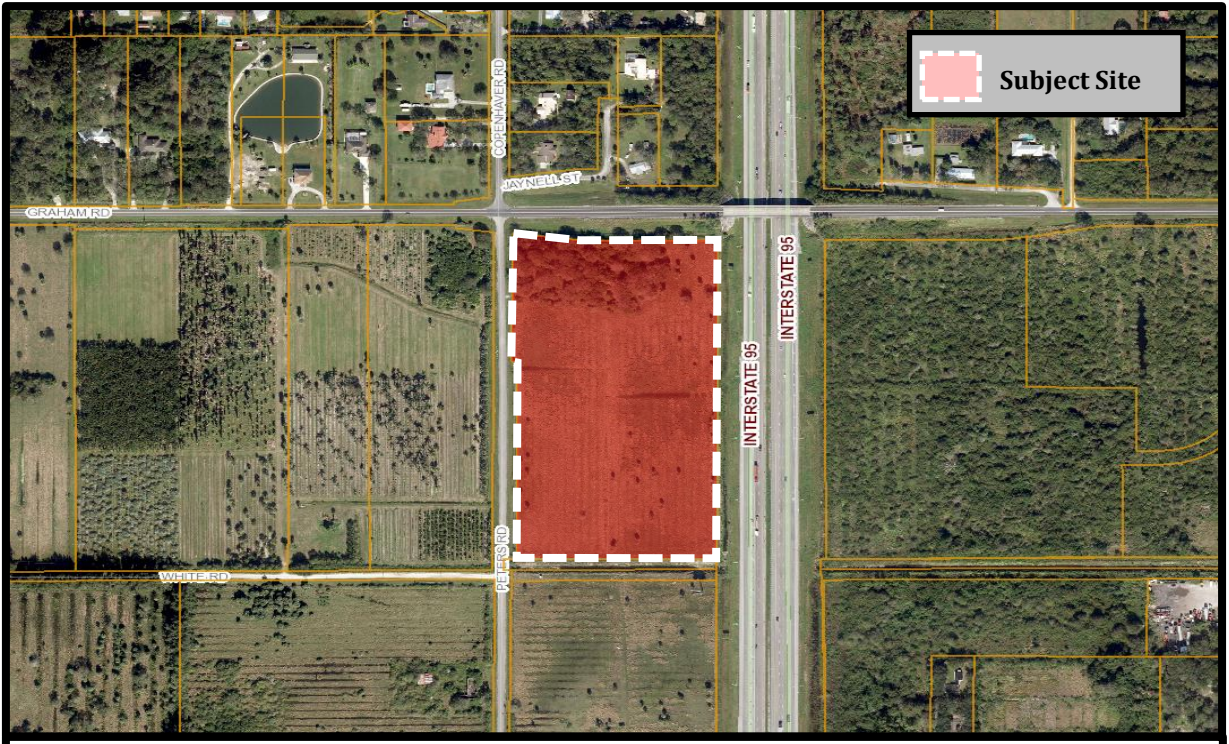
The City of Fort Pierce Planning Board, at their March 8, 2021 meeting, voted 5 to 0 to recommend Approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections. The comments generated from the technical review and any responses by the applicant have been provided.

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the Planning Board recommend approval of the proposed annexation along with the Future Land Use designation of RL and the Zoning designation of E-2.



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Annexation
2192 Copenhaver Road
Aerial Map

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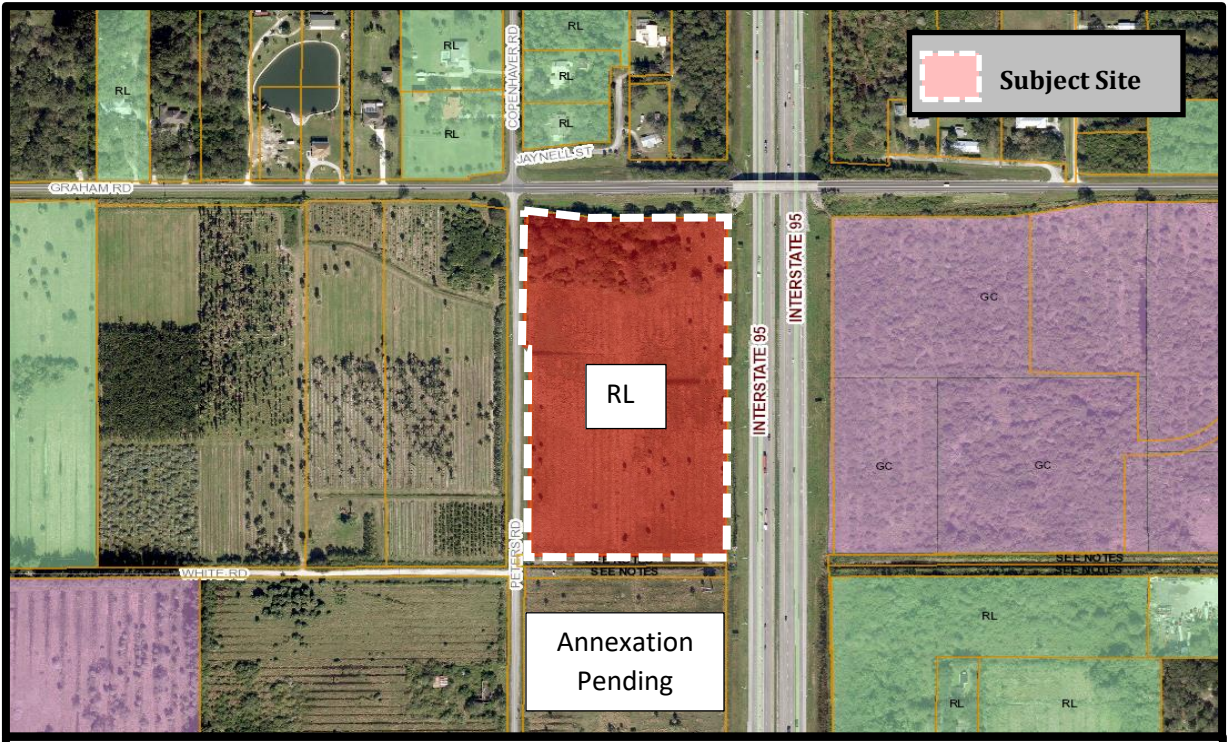
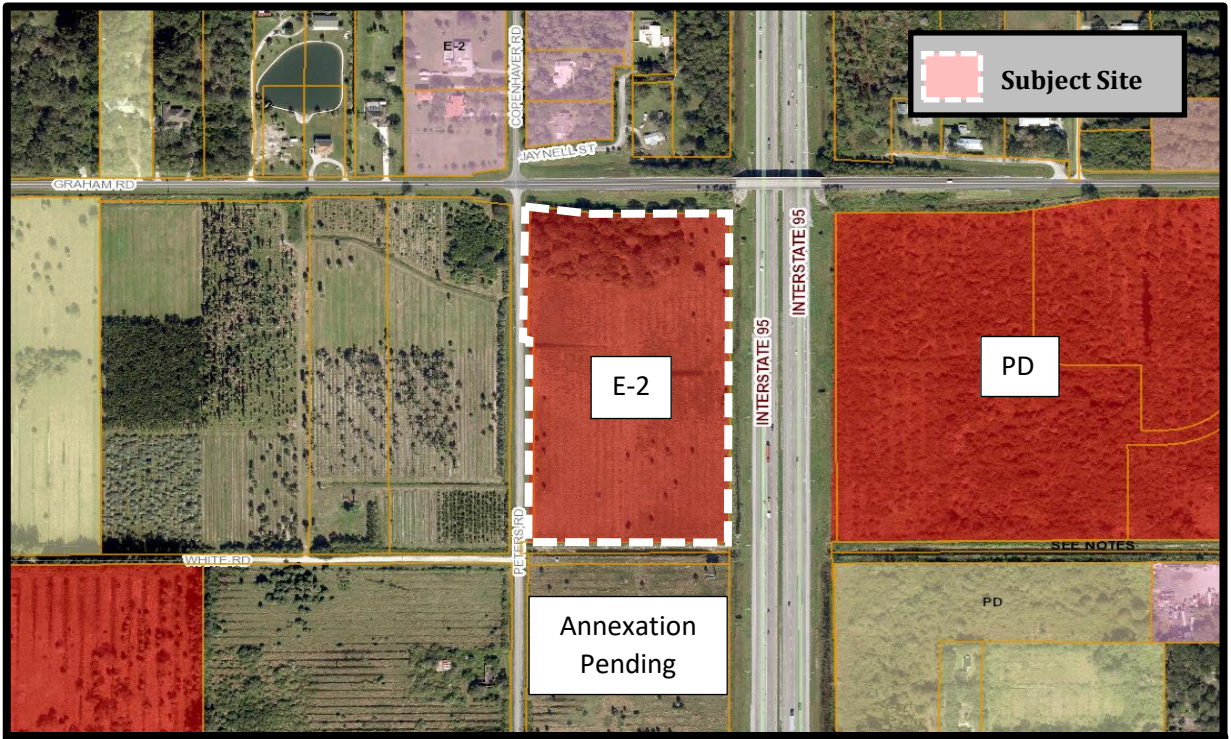


THE SUNRISE CITY FORT PIERCE Florida

Application for Annexation
2192 Copenhaver Road
Future Land Use Map

N W E S



THE SUNRISE CITY FORT PIERCE Florida

Application for Annexation
2192 Copenhaver Road
Zoning Map

N W E S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

February 17, 2021

Ben Lokhorst
715 5th Ave, SW, Suite 1700
Calgary AB T2P 2X6

Subject: **Annexation – 2192 Copenhaver Road**
Technical Review Project # 21-02000001

Fort Pierce Planning:

1. The St. Lucie County Future Land Use is Residential Urban, 5 Dwelling Units/Acre (RU) and the Zoning is Single Family, 2 du/acre (RS-2). As such once annexed into the City it will be given our Future Land Use of Low Density Residential (RL) & Zoning of Residential Single Family, two units per acre (E-2).
2. It is staffs understanding that there will be subsequent applications filed for a Future Land Use Map Amendment, Zoning Atlas Map Amendment, Concurrency Review, Design Review, and Development Review soon for this site. The proposed use would be RV storage facility.
3. Provide the Legal Description in word form so that it can be added to the Annexation Ordinance.

Please provide a written response to all TRC comments and provide an electronic submittal of materials (complete submittal packet). The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@cityoffortpierce.com.

Sincerely,

Brandon Creagan, MCRP, LEED Green Associate

Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

JRA RECEIVED
FEB 16 2021
CITY OF FORT PIERCE
PLANNING & ZONING

RE : Annexation – 2192 Copenhaver Road
TRC No. 21-02000001

DATE : February 11, 2021

This is to advise you that we have completed the review of the following documents as received by this office on February 4, 2021:

- [x] Annexation Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Annexation
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for engineering comments

JRA/jra

\\2500FS01\City Hall Share 01\Engineering\ENGINEERING\Site Development Projects\A\Annexations\2192 Copenhaver\Submittal No. 1 - 020521\Annexation Approval - 021121.docx

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee Meeting

February 18, 2021

TECHNICAL REVIEW PROJECT # 21-02000001

Annexation – 2192 Copenhaver Road

Comments

FPUA W/WW Engineering: Approved as noted - Water and sewer services are available to serve this property. See attached Utility map. FPUA will require a 15 feet utility easement at the southern end of the property for a future 12" water main. For more information, please contact John Biggs at 772 466 1600 ext. 3474.

FPUA Electric & Gas Engineering: Approved. Currently, existing electric service to the site (From Peters / Copenhaver Road). Please provide electric load information for the proposed new services and AutoCAD drawing. Customer will be responsible for all transformer pads (if needed), conduits and secondary conductors. For more information and project coordination, please contact Sal Scimeca.

Sal Scimeca
Engineering Technician II
Electric and Gas Engineering
1701 S. 37th Street, Fort Pierce, FL 34947
sscimeca@fpua.com
Office: (772)466-1600 Ext. 6957

If the developer should have any questions, please have them contact the individual listed above.

Technical Review Committee meeting

February 18th, 2021

Case # 21-02000001

Planner: Brandon Creagan

Annexation

2192 Copenhaver Rd., Ft. Pierce

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: 2192 Copenhaver Rd (SE corner of Graham Rd. and Copenhaver Rd.)
2. Legal description of real property for which annexation is being requested:
   SEE ATTACHED DEED

   Property Tax ID: 2313-432-0000-000-4
3. Size of described property: 17.83 acres
4. Project description: RV Storage Facility (see attached for detailed narrative)
5. Current St. Lucie County Future Land Use Designation: RU – Residential Urban
6. Current St. Lucie County Zoning: RS-2 – Single Family, 2 du/ac
7. Is this a Historic property? no
8. Appraised value: Just/Market Value: $308,400 (per St. Lucie County Property Appraiser)
9. Name of Owner(s): R V Development, LLC

   Signature of Owner(s): JAMES A WYNNE III, MANAGING PARTNER
   Mailing Address: 547 Wash Roberts Lane
   City MC Minnville State TN Zip 37110
   Phone 954-214-4553 Fax

10. Name of Representative: Macritchie Storage Ventures, LLC, Attention: Ben Lokhorst

Signature of representative:

Mailing Address: 715 5th Ave., SW, Suite 1700

City) Calgary AB T2P 2X6 State _____ Zip _____

Phone 403-973-4882 Fax _____

E-mail: blokhorst@macritchie.biz

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

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

PROJECT NARRATIVE

Macritchie intends to develop the property into a secure RV storage facility that would be paved and fenced, with keypad access for customers. Parking spaces would have steel canopies overhead to shield RVs from sun and inclement weather; the canopies are typically 14’ clear height and 18-20’ tall at their peak. An office would be located on site with washrooms and adequate customer parking. The facility would offer both dump and wash stations for customers.

Stanaro & Hurrell
Box 34

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2294957 OR BOOK 1828 PAGE 2810
Recorded:10/24/03 16:00

* Doc Assump: $ 0.00
* Doc Tax : $ 12,250.70
* Int Tax : $ 0.00

Prepared by and return to:
Chester B. Griffin, Esquire
Neill Griffin Fowler Tierney Neill & Marquis - Chartered
Post Office Box 1270
Fort Pierce, Florida 34954
Courthouse Box #50
Parcel ID Number: 2324-122-0001-0003 ; 2313-432-0000-000/4
2324-121-0000-000/3 [Space Above for Recording]

WARRANTY DEED

This Warranty Deed made this 24th day of ~~October~~ Sept, 2003, by **CHESTER B. GRIFFIN and RICHARD V. NEILL**, hereinafter called the grantor, to **R. V. DEVELOPMENT, LLC, a Florida limited liability corporation**, hereinafter called the grantee, whose address is: **2560 SE 12th Street, Pompano Beach, Florida 33062.**

Wherever used herein, the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH: That the said grantor, for and in consideration of the sum of $10.00, in hand paid by the said grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said grantee, and the grantee's heirs and assigns forever, the following described land, situated, lying, and being in St. Lucie County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

THE PROPERTY BEING CONVEYED HEREIN DOES NOT CONSTITUTE THE HOMESTEAD PROPERTY OF ANY OF THE GRANTORS.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2002.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002; zoning ordinances and rights of way for public roads.

In Witness Whereof, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

Susan G. Spee
Print Name of Witness: Susan G. Spee
Witness as to Both

Marcia L Heffelfinger
Print Name of Witness: MARCIA L. HEFFELFINGER
Witness as to Both

CHESTER B. GRIFFIN

RICHARD V. NEILL

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing was acknowledged before me this 24th day of ~~October~~ Sept, 2003, by **CHESTER B. GRIFFIN and RICHARD V. NEILL,** [✓] who are personally known to me or [ ] who produced their drivers license as identification.

MARCIA L. HEFFELFINGER
MY COMMISSION # CC 905632
EXPIRES: April 15, 2004
Bonded Thru Notary Public Underwriters

Marcia L. Heffelfinger
Print Name of Notary: MARCIA L. HEFFELFINGER
NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES:

Exhibit "A"

That portion of theWest 1/2 of the SW 1/4 of the SE 1/4, lying West of the Westerly right of way line of I-95, of Section 13, Township 35 South, Range 39 East,lying and being in St. Lucie County, Florida, less and except road rights of way for I-95; Graham Road; Copenhaver Road and less canal rights of way for NSLRDD Canal No. 37 on South line.

AND

The West 3/4 of the North Half of the Northwest Quarter of the Northeast Quarter, Less road and canal rights of way for I-95; White Road, AND ALSO, the Southwest Quarter of the Northwest Quarter of the Northeast Quarter, Less road rights of way for I-95 and Less the South 125 feet of the West 375 feet thereof, all lying and being in Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida.

ALTA/NSPS LAND TITLE SURVEY

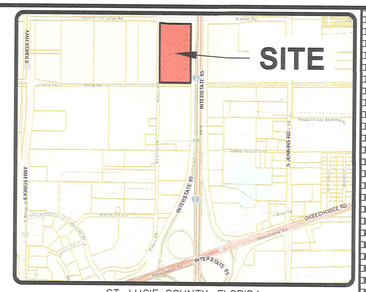
FOR: R.V. DEVELOPMENT, LLC

SURVEYORS NOTES AND REPORT:

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
2. THE LAST DATE OF FIELD WORK WAS JANUARY 5, 2021.
3. SITE ADDRESS: 2192 COPENHAVER ROAD, FORT PIERCE, FLORIDA.
4. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT. ALL MATTERS OF RECORD SHOWN HEREON ARE SHOWN IN REFERENCE TO TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER 2140–2672737, DATED DECEMBER 4, 2020.
5. PARCELS CONTAIN A TOTAL OF 17.45 ACRES ACRES, MORE OR LESS.
6. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17–6 F.A.C.), IS "RESIDENTIAL." THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY EXCEEDS THE REQUIRED DISTANCE ACCURACY.
7. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON NGS CONTROL MONUMENT DESIGNATED 195 F 14, HAVING A PUBLISHED ELEVATION OF 46.99 FEET.
8. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE BOUNDARY SYSTEM–EAST ZONE, NAD 83 (1990).
9. SUB–SURFACE IMPROVEMENTS INCLUDING UNDERGROUND UTILITIES, UTILITY SERVICES, WERE NOT LOCATED AS PART OF THIS SURVEY.
10. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
11. BEARINGS SHOWN HERON ARE BASED UPON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 24, ST. LUCIE COUNTY, FLORIDA PER THE LINE LABELED HEREON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
12. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
13. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
14. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
15. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN AN AREA OF MINIMAL FLOOD HAZARD AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0167J, HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.
16. AT THE LOCATION SHOWN AS THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SECTION HAS EVIDENCE OF PREVIOUS CONTROL/OCCUPATION. A #5 IRON ROD HAS BEEN RESET IN IT'S PLACE.

SYMBOL & ABBREVIATION LEGEND:

Ⓐ	AIR RELEASE VALVE		CONCRETE SIGNAL LIGHT POLE	FIBER RISER	FIBER OPTIC RISER	IP	IRON PIPE	No.	NUMBER	RWV	RECLAIMED WATER VALVE	TOB	TOP OF BANK/BERM
AL	ARC LENGTH	CMP	CORRUGATED METAL PIPE	(M)	FIELD MEASURED	IR	IRON ROD	O.R.B.	OFFICIAL RECORDS BOOK	RLS	REGISTERED LAND SURVEYOR	T.O.N.	TOP OF NUT
ASPH	ASPHALT		CURB INLET	F.F.E.	FINISHED FLOOR ELEVATION	IR/C	IRON ROD AND CAP	OHW	OVER HEAD WIRES		REINFORCED CONCRETE PIPE	X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)
BFP	BACK FLOW PREVENTER		DECORATIVE LIGHT POST	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION		IRRIGATION CONTROL VALVE	PG	PAGE	RCP	RIGHT–OF–WAY	X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
	BENCHMARK (BM)	(D)	DEED	FPL	FLORIDA POWER AND LIGHT	L	LENGTH	PCN	PARCEL CONTROL NUMBER	R/W	ROD AND CAP	TWNSHP	TOWNSHIP
	BIKE RACK	D.B.	DEED BOOK	FT	FOOT		LIGHT POST	PK NAIL	PARKER–KALON NAIL	R/C	SANITARY MANHOLE	T	TRAFFIC HANDHOLD
CATV	CABLE RISER	ø	DIAMETER (DIA.)	FM	FORCE MAIN	MAG/D	MAG NAIL MAG BRAND NAIL	PK/D	PARKER–KALON NAIL & DISK	S	SANITARY VALVE	TSCB	TRAFFIC SIGNAL CONTROL BOX
(C)	CALCULATED	D	DRAINAGE MANHOLE	FND	FOUND	M	MAILBOX	PCP	PERMANENT CONTROL POINT	SV	SECTION	TYP	TYPICAL
	CATCH BASIN	DIP	DUCTILE IRON PIPE	F	FPL MANHOLE	M.C.	MARTIN COUNTY	PRM	PERMANENT REFERENCE MONUMENT	SEC	PROPERTY CORNER	UNK	UNKNOWN
℄	CENTERLINE	E	EAST/EASTING	SQ. FT.	SQUARE FEET	MHWL	MEAN HIGH WATER LINE	P.B.	PLAT BOOK		RIGHT–OF–WAY CONTROL	RISER	UNKNOWN HANDHOLD
CCR	CERTIFIED CORNER RECORD	EOW	EDGE OF WATER	GAS	GAS VALVE	MLWL	MEAN LOWER WATER LINE	PLAT	PLAT DATA		SIGN	BOX	UNKNOWN RISER BOX
CLF	CHAIN LINK FENCE	EB	ELECTRIC BOX	GIS	GEOGRAPHIC INFORMATION SYSTEMS		METAL LIGHT POST	P.O.B.	POINT OF BEGINNING	S	SOUTH	U	UNKNOWN TYPE MANHOLE
CHD.	CHORD	EHH	ELECTRIC HAND HOLE (EHH)	GND	GROUND	MP	METAL PIPE	P.O.C.	POINT OF COMMENCEMENT		SPIGOT	VCP	VITRIFIED CLAY PIPE
CO	CLEAN OUT	EM	ELECTRIC METER		GROUND LIGHT	MON	MONITORING WELL	P.C.C.	POINT OF COMPOUND CURVE		SPRINKLER VALVE	WM	WATER METER
COMM RISER	COMMUNICATION RISER	ELEC PANEL	ELECTRICAL PANEL		GUY WIRE ANCHOR	NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929	P.C.	POINT OF CURVATURE	S.L.C.	ST. LUCIE COUNTY	W	WATER METER SERVICE METER (WM)
CONC	CONCRETE	EL./ELEV.	ELEVATION		HANDICAP			P.T.	POINT OF TANGENCY	STA	STATION	WV	WATER VALVE (WV)
	CONCRETE LIGHT POST	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	HDPE	HIGH DENSITY POLYETHYLENE PIPE	N/D	NON DESCRIPT NAIL AND DISK	P.O.T.	POINT OF TERMINUS		STORMWATER DRAINAGE MANHOLE		
CM	CONCRETE MONUMENT	F.O.	FIBER OPTIC	HWF	HOG WIRE FENCE	N.R.	NON RADIAL	PVC	POLYVINYL CHLORIDE		STREET SIGN	W	WEST
CPP	CONCRETE POWER POLE (CPP)	FOHH	FIBER OPTIC HAND HOLE		HYDRANT	NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	PSL	PORT SAINT LUCIE, FLORIDA			WF	WOOD FENCE
	CONCRETE POWER POLE W/STREET LIGHT		FIBER OPTIC MARKER	IN	INCH	N	NORTH OR NORTHING	PLS	PROFESSIONAL LAND SURVEYOR	R	RADIUS		WOOD POLE STREET LIGHT
				INV	INVERT			R	RADIUS	RGE	RANGE		WOOD POWER POLE
								RTK	REAL TIME KINEMATIC	TELE RISER	TELEPHONE RISER BOX		
										TOE	TOE OF SLOPE		



ST. LUCIE COUNTY, FLORIDA

VICINITY MAP

NO SCALE

Zoning District		Maximum Gross Density (Du/Ac)	Minimum Lot Size (sf)	Minimum Lot Width	Minimum Road Frontage	Minimum Yard				Max. Hht.	Max. Lot Coverage by Buildings
						Front	Rear	Side	Side @ corner		
RS–2	RESIDENTIAL, SINGLE–FAMILY – 2	2.00	15,000	100.00	30.00	25(I)	15(g)(I)	10(I)	20(I)	35.00	20%

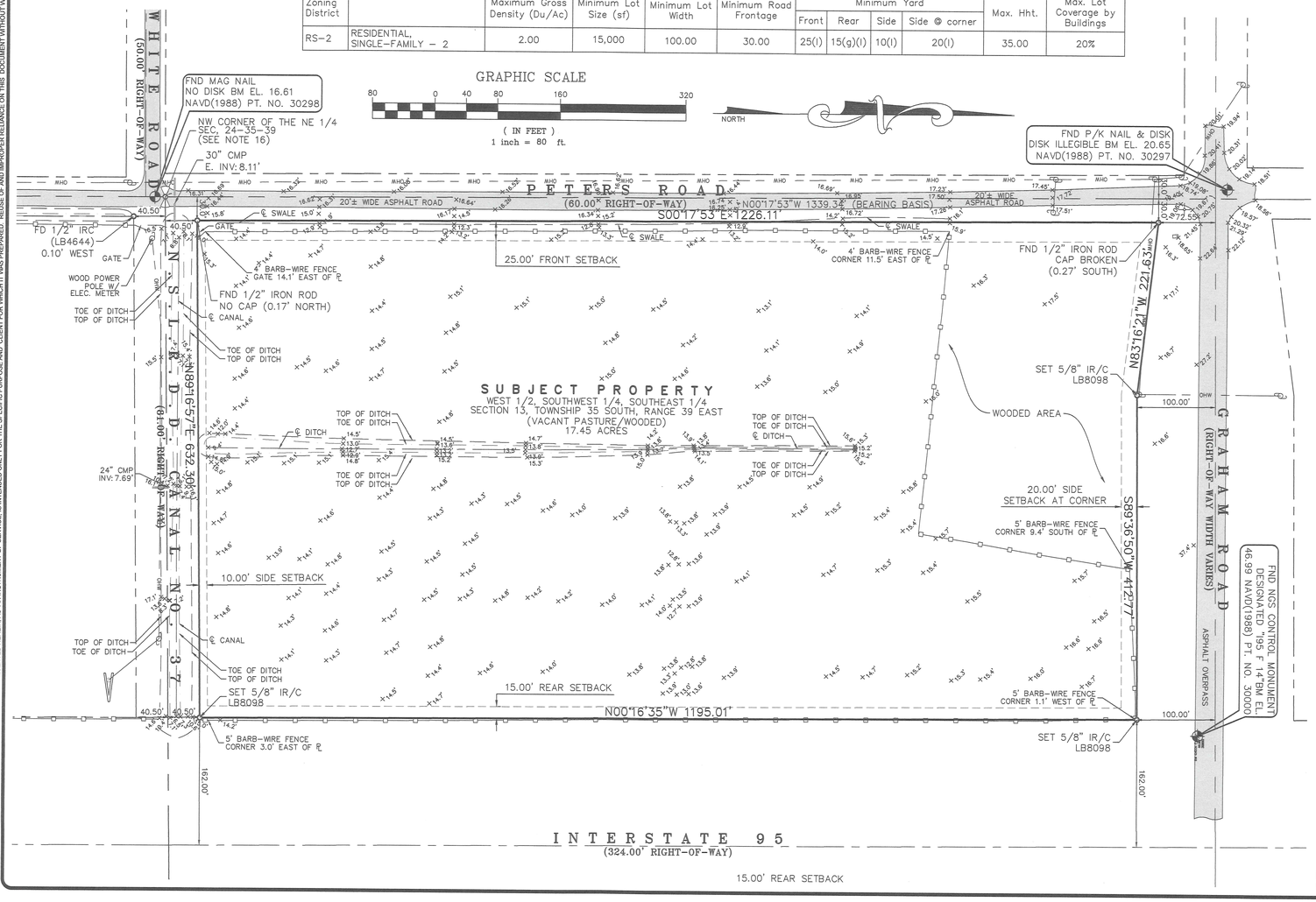
GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)

1 inch = 80 ft.

NORTH



LEGAL DESCRIPTION:

THAT PORTION OF THE WEST 1/2 OF THE SW 1/4 OF THE SE 1/4, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF I–95, OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHTS OF WAY FOR I–95; GRAHAM ROAD; COPENHAVER ROAD AND LESS CANAL RIGHTS OF WAY FOR NSLRDD CANAL NO. 37 ON SOUTH LINE.

CONTAINING 17.45 ACRES ACRES, MORE OR LESS.

SCHEDULE B–II ITEMS

TITLE COMMITMENT PREPARED BY
FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT # 2140–2672737
COMMITMENT DATE: DECEMBER 4, 2020, AT 8:00 AM

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
   SHOWN HEREON.
4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
7. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
8. TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
9. EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY RECORDED IN BOOK 452, PAGE 1600 AND IN BOOK 680, PAGE 1696.
   EASEMENTS DO NOT AFFECT SUBJECT PROPERTY.
10. NOTICE OF CONSENT ORDER RECORDED IN BOOK 3738, PAGE 2484.
    AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
11. TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).
    AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
12. ANY MAP OR DIAGRAM NOW OR PREVIOUSLY PROVIDED IS FOR REFERENCE AND INFORMATIONAL PURPOSES ONLY. THE COMPANY AND ITS AGENTS EXPRESSLY DISCLAIM ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON SUCH MAP(S) OR DIAGRAM(S). THE FOREGOING DOES NOT LIMIT ANY EXPRESS COVERAGES PROVIDED BY THE TERMS AND PROVISIONS OF ANY TITLE INSURANCE POLICY FOR MATTERS WHICH MIGHT BE REVEALED BY A SURVEY PREPARED AND CERTIFIED IN ACCORD WITH FLORIDA STATUTES SECTION 472.027.
    NOT A SURVEY MATTER.

ALTA CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 8, 11, 13, 14, 15, 16, & 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JANUARY 5, 2021.

MICHAEL T. OWEN License Number 5556 STATE OF FLORIDA Professional Surveyor and Mapper

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE: 8-27-21

ENGINEERS ⊘ SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DATE	REVISION COMMENTS

SPT DRAWN BY
MTO CHECKED BY
RH FIELD CREW
20-426 ALTA.dwg FILENAME
LAYOUT1 LAYOUT
AS SHOWN SCALE
December 23, 2020 DATE

ALTA/NSPS LAND TITLE SURVEY

FOR: R.V. DEVELOPMENT

THE W. 1/2 OF THE S.E. 1/4 OF THE S.W. 1/4 OF SEC. 13, TWNSHP. 35 SOUTH, RGE. 39 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455

20-426

1 OF 1

Z:\EDC\2020\20-426 - MacRitchie - 2192 Copenhaver Rd FT&S\RVDWG\Dwg - PDP\Survey\20-426 ALTA.dwg, 1/8/2021 9:25 AM
COPYRIGHT © 2021 ENGINEERING, DESIGN AND CONSTRUCTION, INC. ALL RIGHTS RESERVED. THIS DRAWING IS AN UNPUBLISHED WORK AND CONTAINS INTELLECTUAL PROPERTY RIGHTS TO THESE DRAWINGS WHICH MAY NOT BE DISPROVED, REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT THE WRITTEN CONSENT OF THIS FIRM. ANY REUSE OF THESE DRAWINGS WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC. THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation - 2192 Copenhaver Road

NOTICES PROVIDED PURSUANT TO: 125-37

NOTICE BY NEWSPAPER: 4-25-21 & 5-2-21

NOTICE BY MAIL: 4-2-2021 (to St. Lucie County Administrator & Attorney Per Joint Planning Agreement)

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon C. Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 4-21-2021

City Commission Regular Meeting - 6:00 pm **13. a.**

Meeting Date: 05/03/2021

Re: Board of Adjustment Appeal

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Hearing on notice of appeal filed by St. Peter Lutheran Church, 2900 Jenkins Road, to appeal a decision made by the Board of Adjustment of the City of Fort Pierce on February 25, 2021, pursuant to the Fort Pierce Code of Ordinances, Sec. 125-108.

SUMMARY:

Within 20 days of the written decision of the board, an aggrieved party may appeal the decision by filing a written notice of appeal and an appeal fee in the amount established by resolution with the city clerk. The notice of appeal shall state the decision which is being appealed, the grounds for the appeal, and a brief summary of the relief which is sought. Within 60 days of the filing of the appeal or the first regular city commission meeting which is scheduled, whichever is later in time, the city commission shall conduct a public hearing at which time they may affirm, modify, or reverse the board's decision. The decision of the city commission shall constitute final administrative review, and no petition for rehearing or reconsideration shall be considered by the city. Nothing contained herein shall preclude the city commission from seeking additional information prior to rendering a final decision. The decision of the city commission shall be in writing and a copy of the decision shall be forwarded to the board and the appealing party.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Planning Department

COORDINATED WITH:

Linda W. Cox, City Clerk

Fiscal Impact

OTHER INFORMATION:

No fiscal impact at this time.

Attachments

Request for Appeal

Record - Board of Adjustment Packet

Staff Report Updated
Staff Presentation
Board of Adjustment Minutes
Public Notice Certification
Appeal Procedures
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/25/2021 02:40 PM
City Manager	Nick Mimms	04/27/2021 06:55 PM

Form Started By: Linda Cox Started On: 03/25/2021 10:50 AM
Final Approval Date: 04/27/2021

FULFILLING THE DREAM TO THE GLORY OF GOD

ST. PETER LUTHERAN CHURCH

2900 S. Jenkins Road, Fort Pierce, FL 34981
Phone & Fax (772) 461-7431
www.stpeterministrycenter.org
Pastor Ted Rice

March 15, 2021

This letter is to request St. Peter Lutheran Church to be placed on the next available City Commission meeting. To appeal a denial of an exemption for a church sign.

Pastor Ted Rice

Ted Rice

RECEIVED
MAR 16 2021
LWC
CITY CLERK'S OFFICE

ST PETER EVANGELICAL LUTHERAN
CHURCH INC
2900 S JENKINS RD
FORT PIERCE, FL 34981

1046
63-1403/631
18

DATE 3/16/2021

CHECK ARMOR

PAY TO THE ORDER OF CITY OF FORT PIERCE $ 25.00

TWENTY FIVE DOLLARS & NO/CENTS DOLLARS

Photo Safe Deposit® Details on back

CenterState
Vero Beach Office

FOR

Lorain Kowalski

⑈001046⑈ ⑆063114030⑆ 198734865⑈

TO: Members of the City of Fort Pierce Board of Adjustment

FROM: Rebeca Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Application for (2) Variances:**
Exceed Allowable Size
Exceed Allowable Height
2900 Jensen Road

MEETING DATE: February 25, 2021

STAFF REPORT

Owner: St. Peter's Evangelical Lutheran Church
2900 Jensen Road
Fort Pierce, FL 34981

Applicant: Theodore Rice
2900 Jensen Road
Fort Pierce, FL 34981

Requested Action: Two (2) Variance requests for approval of the following: (1) to deviate from City Code 117-7(1)b. to allow for a 36-square foot ground sign in lieu of the Code maximum of 18 square feet and (2) to deviate from City Code 117-7(3)a.3. to allow for a 9'2" tall ground sign in lieu of the Code maximum of 6 feet.

Location: 2900 Jensen Road

Parcel ID: 2419-333-0001-000-2

Zoning: Single Family Intermediate Density (R-2)

Future Land Use: Medium Density Residential (RM)

Parcel Size: 11.51 acres / 501,376 Square Feet

Surrounding Zoning:

North	East	South	West
C-3 / R-4	C-3	PD / R-2	R-4 / RS-3 (County)

Staff Analysis:

In accordance with Part II, Subpart B, Chapter 117 of the City Code, the applicant is requesting the Board of Adjustment approve two (2) Variances to deviate from Sections 117-7(1)b. and 117-7(3)a.3. in order to install a 36-square foot pole sign with a height of 9'2". Please note, aside from the existing sod ground cover, no additional landscaping is shown in the color rendering, nor has any been proposed by the applicant.

The subject site has a lot size of 11.51 acres or 501,376 square feet. The site has been home to St. Peter's Evangelical Lutheran Church since the year 2000. At that time, the church property had a six (6)-foot high, 36-square foot monument sign, with shrubbery encircling the foundation, along its front entry adjacent to Jensen Road. A picture of this sign is attached for the Board's reference. As a result of nearby development, the church was required to remove the sign in order to allow for infrastructure improvements, including a sidewalk. The church is now seeking to install a larger and taller pole sign in the same general area as the previous monument sign. A color rendering of this proposed sign is also attached for the Board's reference. City Code Section 117-7(1)b. states that signage within the R-2 zone shall not exceed 32 square feet in size. Additionally, Section 117-7(3)a.3. restricts the maximum height of signage within the R-2 zone to six (6) feet.

Variance Criteria:

The following criteria are specified in City Code 125-100, which must be satisfied in order for a variance to be granted:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.
2. The special conditions and circumstances do not result from the actions of the applicant.
3. The literal interpretation of the provision of the zoning ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would result in unnecessary and undue hardship on the applicant.
4. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.
5. The granting of the variance will be in harmony with the general intent and purpose of the ordinance and such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The owner's response to the above criteria is attached to the submittal pack with the application.

Staff Analysis:

The Planning Department has reviewed the application and requested variance requests and recommends APPROVAL of the variance from Section 117-7(1)b. to allow for a 36-square foot ground sign in lieu of the Code maximum of 18 square feet. However, Staff recommends that the Board DENY the variance request from Section 117-7(3)a.3. for a 9'2" tall ground sign, and instead restrict the height of the proposed sign to the Code maximum of six (6) feet.

<u>VARIANCE #1</u>
As stated previously, the church sits on land zoned R-2. Procedurally, should a commercial use with residential zoning seek a variance due to the existing zoning size restrictions, Staff would prompt the applicant to seek a Zoning change in order to rectify the inconsistent zoning, thus allowing for the type of construction requested without the need for a variance. In this case, the Future Land Use and Zoning of the site (RM/R-2) are incompatible with the existing use

as a church. The applicant was given the opportunity to seek a Comprehensive Plan amendment and Rezoning but declined and instead chose to move forward with the two (2) variance applications.

Per City Code, a variance may be granted if all five (5) criteria delineated in Section 125-100 have been met. In this case, the previous sign, which was approximately 36-square feet in size, was removed because of actions and circumstances outside the church's control. In order to be made "whole" again, that is, in order for the church to be able to erect a similarly sized 36-square foot sign as was once found at their entrance, a variance must be granted. In fact, this sign will be slightly smaller in copy area (35'3") than what once existed. Staff believes that the applicant has met all of the criteria in Section 125-100 for a like-for-like replacement of their previous 36-square foot (approximately) sign, which by all accounts was easily seen and read by passerby's. Staff's only additional recommendation is that the Board add a Condition of Approval to require perimeter landscaping around the entire base of the sign in the form of drought-tolerant shrubbery a minimum of 18 inches tall at the time of planting.

VARIANCE #2

Typically, variances are granted when a property owner can demonstrate that existing zoning regulations present a practical difficulty in making use of the property. In this case, the church's existing sign appeared to function in such a manner so as to be seen and read by passerby's. No permits or alterations were submitted to the City in order to increase the size or height of the sign. Variance requests are to be granted if special conditions exist on the lot that create a hardship making it too difficult to comply with the Code's normal requirements. This is true when special circumstances not of the applicant's control do not permit an applicant to be made whole, as in this case. Staff would support a like-for like sign in order to rectify the church's removal of their previous sign. In seeking a larger sign, the appropriate action would be a Comprehensive Plan Amendment and Rezoning. This would not only allow them to have larger signage but would also permit them to expand in the future without the need for Conditional Use approval from City Commission. More importantly, granting this variance could set a precedent for future variance requests from commercial properties with R-2 zoning to requesting taller signage rather than seeking a more appropriate zoning classification to rectify the situation.

Property Owner Response Survey:

A total of eight (8) notifications were mailed to abutting property owners. As of February 18, 2021, no letters have been received. An update will be provided at the Board of Adjustment meeting.

Staff Recommendation:

Staff recommends that the Board of Adjustment APPROVE the Variance from Section 117-7(1)b. to allow for a 36-square foot ground sign in lieu of the Code maximum of 18 square feet, subject to the following Condition of Approval:

1. Perimeter landscaping around the entire base of the sign shall be provided in the form of drought-tolerant shrubbery a minimum of 18 inches tall at the time of planting.

and

Staff recommends that the Board of Adjustment DENY a Variance from Section 117-7(3)a.3. to allow for a 9'2" tall ground sign in lieu of the Code maximum of six (6) feet.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

VARIANCE

Property address or Location 2900 S Jenkins Road, Fort Pierce, FL 34981

Parcel ID #(s) 2410-333-0001-2

Project description Sign 5'2" x 7'1"

St. Peter's Evangelical Lutheran Church	Theodore Rice Pastor/Vice President, St.Peter's Ev. Lutheran Church
Property Owner(s)	**Applicant/Representative, Title, Company**
2900 S Jenkins Road	2900 S Jenkins Road
Street Address	Street Address
Fort Pierce FL 34981	Fort Pierce FL 34981
City State Zip	City State Zip
772-461-7431	772-708-6823
Phone Number	Phone Number
sypeterministrycenter2@aol.com	ricetr10@aol.com
Email Address	Email Address

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

Theodore Rice

Property Owner(s) Signature(s)

STATE OF FL COUNTY St. Lucie

The foregoing instrument was acknowledged before me this 30 day of Dec., 2020, by Theodore Rice who is personally known to me or has produced FL Drivers License as identification.

Lori A Wuchte

Signature of Notary

(seal)

LORI A. WUCHTE
Notary Public - State of Florida
Commission # HH 041339
My Comm. Expires Oct 19, 2024

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3737

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

VARIANCE

Submit eight (8) hard copies and one (1) CD of the following for

Initial submittal, subsequent submittals will be required:

- ☐ Site plan, to scale, including all relevant improvements:
  - ☐ Existing & proposed structures
  - ☐ Landscaping & parking,
  - ☐ Fencing, signs, etc.
- ☐ As-built Survey
- ☐ Criteria Narrative
- ☐ Complete, notarized application

Description of request: Church Sign

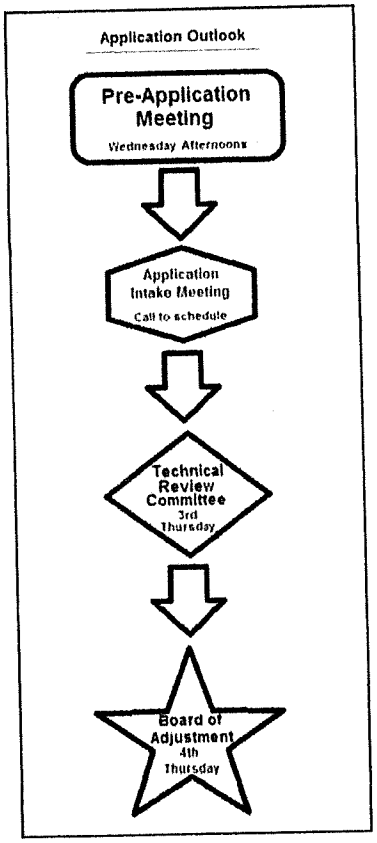
Reason for request: Original sign torn down to widen the road

Existing Use : Church Date Property was Purchased: 1997

Alterations made to the site since purchase: Church building and Shed added

Has a request for this variance been denied in the past? ☐ Yes ☒ No

If yes, what has changed since the denial?



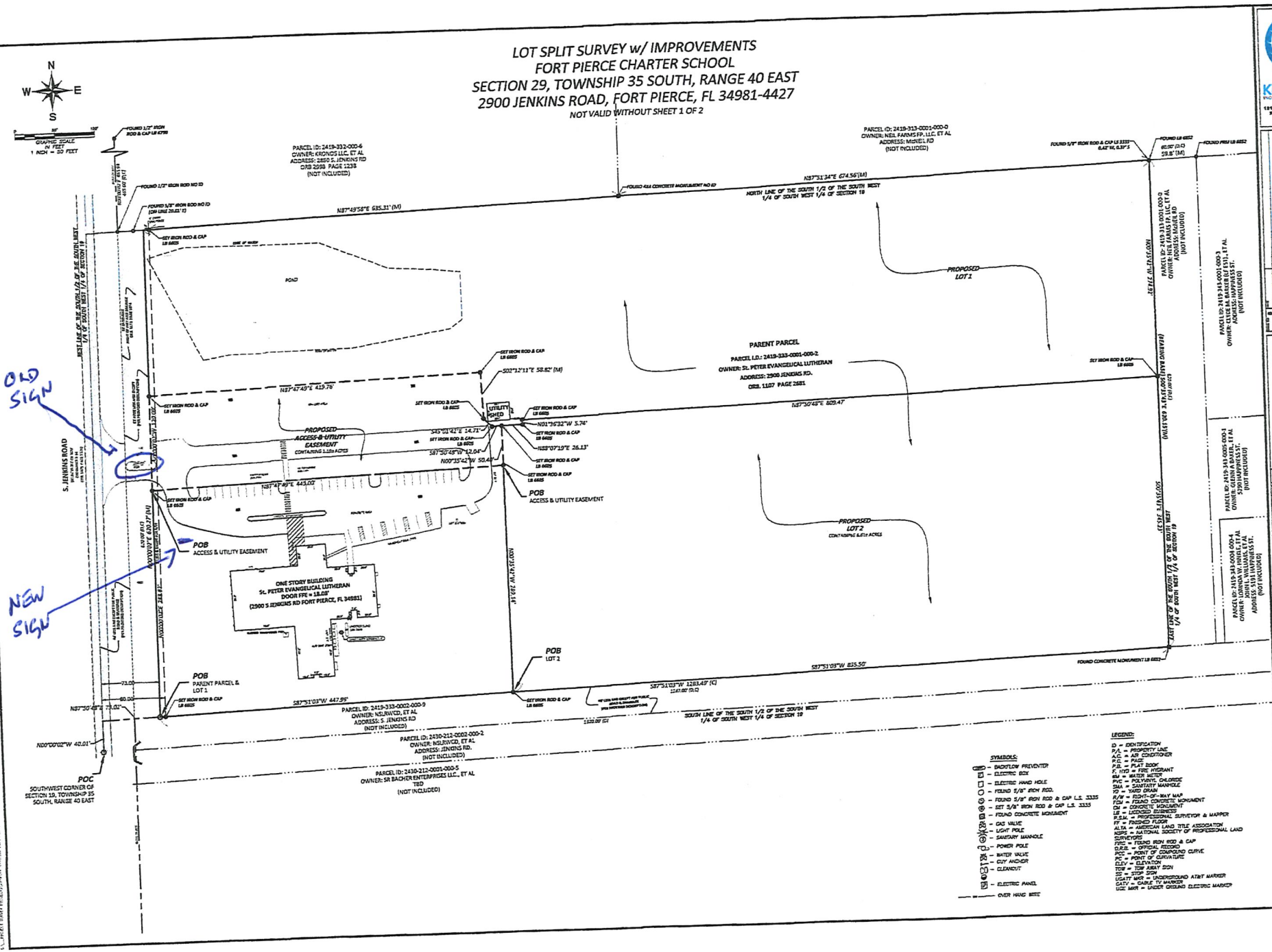
Criteria:

In order to determine whether your request for Variance meets all the criteria in Section 125-100 of the City Code, please answer the following questions. Please provide answers of questions on separate pages:

1. Describe those conditions peculiar to the specific property and not applicable to other lands, structures, or buildings in the same zoning district.
2. Do special conditions or circumstances result from actions other than that of yours? Please explain
3. Identify any undue hardships or deprivation of commonly enjoyed property rights that would result in the literal interpretation of the code for the zoning district.
4. What is the minimum variance that would give the reasonable use of the land, building, or structure?
5. Explain how the variance request would not impair the intent of the zoning ordinance or be detrimental to the general public welfare:

LOT SPLIT SURVEY w/ IMPROVEMENTS
FORT PIERCE CHARTER SCHOOL
SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST
2900 JENKINS ROAD, FORT PIERCE, FL 34981-4427

NOT VALID WITHOUT SHEET 1 OF 2



KPMFranklin
1912 EMMETT ST. SUITE A
KISSIMMEE, FLORIDA 34744
PHONE: (407) 518-8004
LB 6605 COA 32868

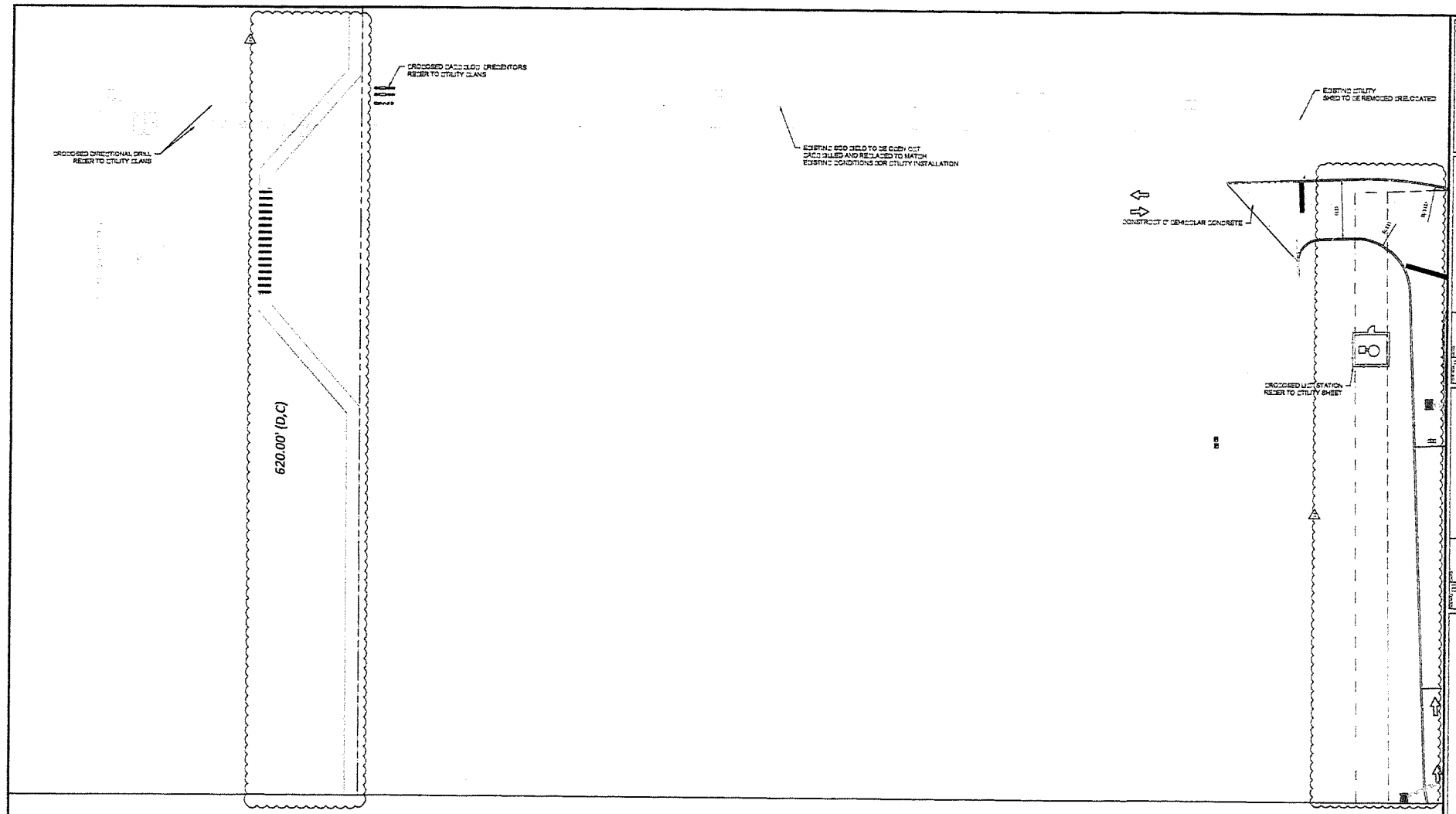
DATE:	10/2/19
DRAWN BY:	KNG
CHECKED BY:	JMP
FIELD WORK BY:	TBD
EDITED BY:	TBD
FIELD WORK DATE:	TBD
DRAWING DATE:	9/16/19
P.B.	N/A
PAGE	1

LOT SPLIT SURVEY w/ IMPROVEMENTS

FORT PIERCE CHARTER SCHOOL
2900 JENKINS ROAD, FORT PIERCE, FL 34981-4427

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

JOB NO.	19-0170.001
SCALE	N/A
DRAWN BY	KNG
CHECKED BY	JMP
SHEET NO.	2



KEY LEGEND

SYMBOL	DESCRIPTION	DETAIL/SHEET
	PROPOSED STANDARD DUTY ASPHALT	DETAIL 0 SHEET 0000
	7" PEDESTRIAN CONCRETE EASEMENT	DETAILS 0000000000 SHEET 0000
	7" CONCRETE CONCRETE PAD	DETAILS 000 0 0 SHEET 0000
	TYPE A CURB	DETAIL SHEET 0 0000
	TYPE C CURB	DETAIL SHEET 0 0000
	TYPE D CURB	DETAIL SHEET 0000
	LIGHT POLE REFER TO MEP PLANS	

A	CONCRETE EDGE ALC	DETAILS 0000000 SHEET 0000
B	24" WHITE PAINTED EASEMENT STRIPE	PER FDOT STANDARDS
C	DUMPSTER PAD	DETAILS 0 SHEET 0000
D	HANDICAP MARKINGS	FDOT INDEX 0000000 SHEET 0000
E	CONTROL JOINT	DETAIL 0 SHEET 0000
F	EXPANSION JOINT	DETAIL 0 SHEET 0000
G	TRAFFIC DIRECTION MARKINGS	FDOT INDEX 0000000 SHEET 0000
H	STOP SIGN	DETAIL 0 SHEET 0000
I	SPECIAL ENCHANCED CROSSWALK	FDOT INDEX 0000000 SHEET 0000

J	2" HEADER CURB	DETAIL 0 SHEET 0000
K	TYPE D CURB IN EDGE ALONG ASPHALT EASEMENT	DETAIL 0E SHEET 0000
L	ADA RAMP/ MAC BLOCK 000	FDOT INDEX 0000000 SHEET 0000
M	CURB CONCRETE TO ASPHALT CONNECTION	
N	24" WHITE CORE STRIPING EDGES	PER FDOT STANDARDS
O	SIGN RACK	DETAIL 0 SHEET 0000
P	HANDICAP PARKING SIGN	DETAIL 0 SHEET 0000
Q	STOP BAR	PER FDOT STANDARDS

20' 0' 20' 40'

THIS PLAN MAY HAVE BEEN REDUCED IN SIZE
VERIFY BEFORE SCALING DIMENSIONS

KPMFranklin

6298 NAUTILUS NATIONAL DRIVE
STE. 110 ORLANDO, FL 32822
PHONE (407)812-8624 FAX 32808

DESIGNED	RJS/SHC
DRAWN	DJB/SHC
CHECKED	RJS/SHC

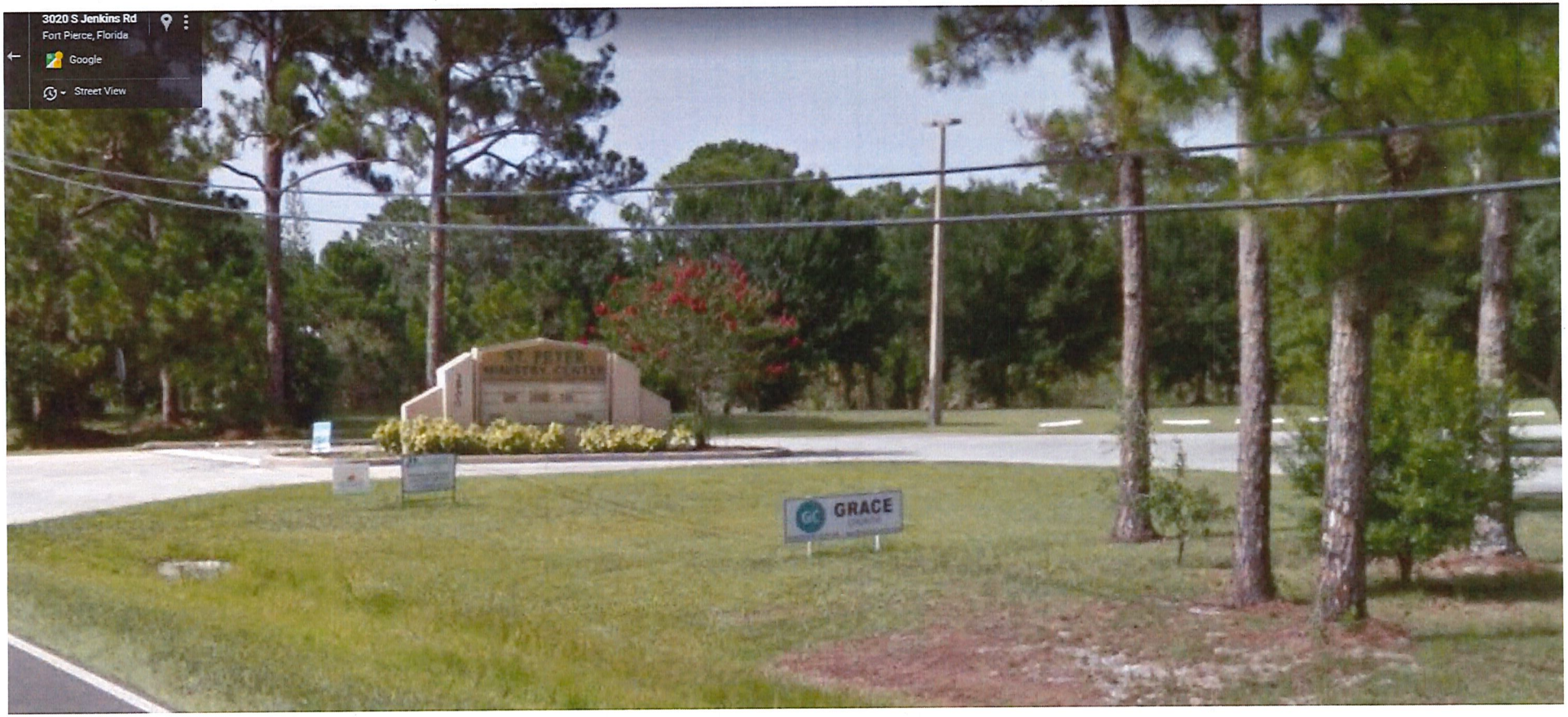
C102

CAUTION
IF THIS SCALE BAR DOES NOT MEASURE 2" THE DOCUMENT IS NOT TO SCALE

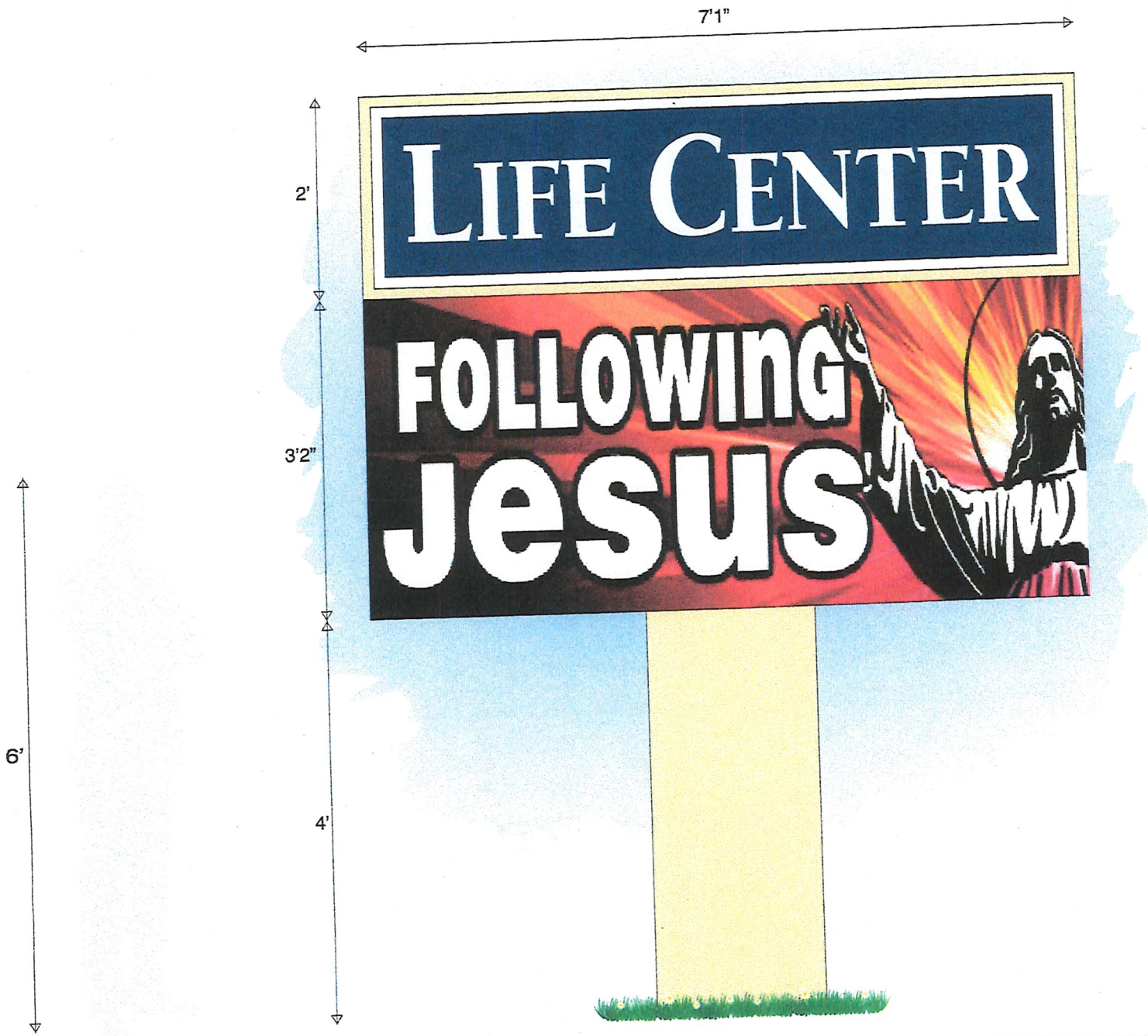
OVERALL SITE IMPROVEMENT PLAN

SOUTH FOREST LIFT STATION

SITE PERMIT NA



PREVIOUS SIGNAGE



LED MODEL INF MOD #10MM 96x216 RGB
2'x 7'1" ID CABINET,
3'2"x 7'1" LED CABINET, 4' Leg

Reference #: *67985*
Sketch #: *4*
Date: *August 13, 2020*

SPECIFICATIONS

Cabinet/Leg: *PMS155c Beige (LED Cabinet Black)*
LED: *Full Color*
Sign Face: *PMS281c Navy*
ID Letters: *White* **Border:** *White*
Font: *BerkeleyOldStyItcTBla*
Symbol: *NA* **Symbol Colors:** *NA*

SIGN CAPABILITIES

10	96	216
# of Lines	Character Size (in)	# of characters per Line
12	2.8	36
11	2.8	30
10	3.1	30
9	3.5	27
8	4.3	21
7	4.7	21
6	5.9	16
5	7.1	14
4	9.1	11
3	12.2	8
2	18.5	5
1	37.4	2

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APPROVAL

DATE

PRINT NAME

SIGNATURE
A FAX SIGNATURE IS BINDING UPON BOTH PARTIES

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NEW IDEAS-NEW TECHNOLOGY, INC.
800-848-4262
www.SignsPlusSigns.com

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Revised 10-4-11

SIGNS PLUS
800-848-4262

Foundation Drawing #4
Applies to the Following Models:

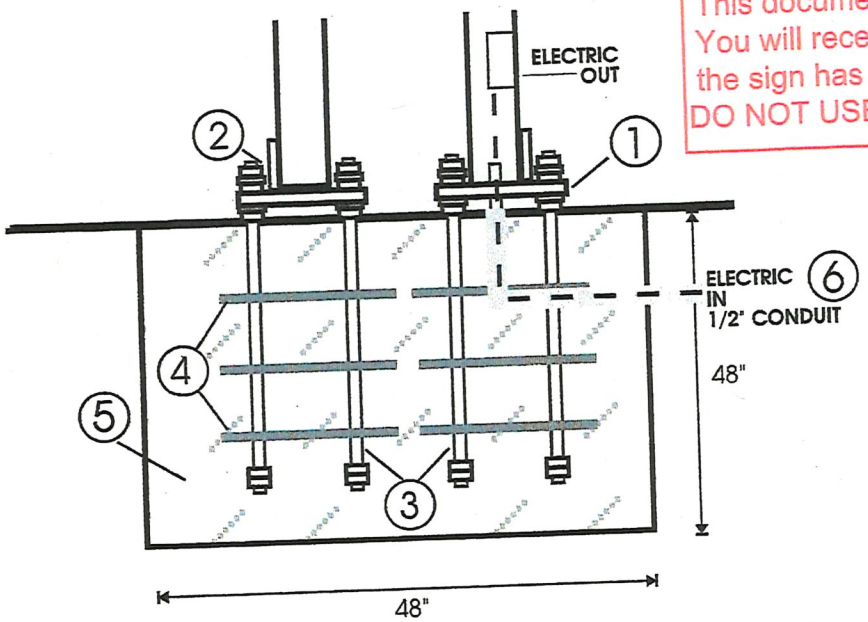
Broadcaster HS-M
Broadcaster II HS-M

STRAIGHT-THROUGH BOLTS

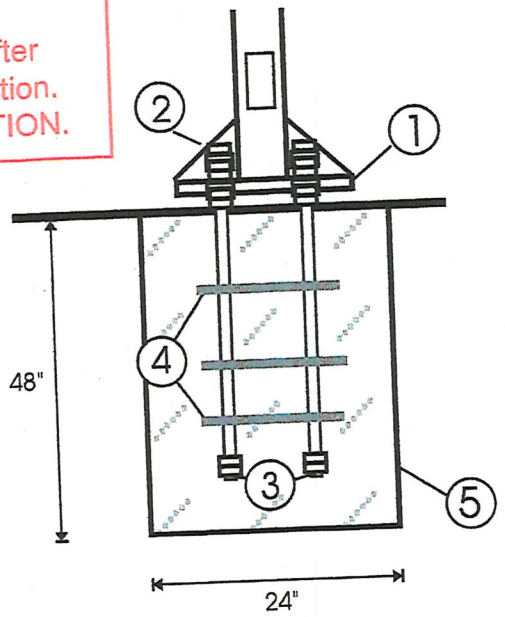
1 BASE PLATE (2) WELDED TO SIGN LEG
2 GUSSET (2) WELDED TO SIGN LEG
3 ANCHOR BOLT (8) 3/4" - EXTENDS 4" ABOVE GRADE
4 STEEL REBAR (SUPPLIED BY OTHERS) - #5 OR LARGER
5 CONCRETE (SUPPLIED BY OTHERS) APPROXIMATELY 1.3 CU.YDS.
6 1/2" CONDUIT / ELECTRIC IN (SUPPLIED BY OTHERS)
7. STANDARD ILLUMINATED MODELS HAVE 120 VOLT BALLAST(S)

SAMPLE ONLY
This document is for reference only.
You will receive the actual drawing after the sign has been placed into production.
DO NOT USE THIS FOR INSTALLATION.

FRONT VIEW



END VIEW



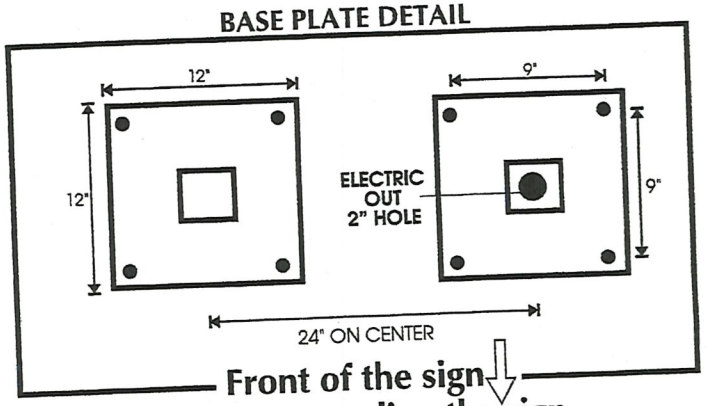
LOCAL ZONING, ENGINEERING SPECIFICATIONS, OR FROST LINE REQUIREMENTS MAY SUPERSEDE THIS DRAWING

Please make sure foundation drawing matches accompanying template before proceeding. For easy installation upon arrival of sign, prepare your foundation in advance.

For assistance call Customer Relations 1-800-848-4262.

FOR SAFETY: Signs Plus highly recommends anchor bolts be cut off just above the nut upon completion of leveling and installation of sign. Use touch up paint, Rustoleum paint or roofing tar to coat anchor bolts after cutting them off.

BASE PLATE DETAIL



Dear Mr. Theodore Rice, Pastor: St. Peter's Lutheran Church

Sign Variance

Based on the submittal made on December 2, 2020, it appears that you are requesting a ground sign that is 9 foot – 2 inches tall, with a copy area that is approximately 36 square feet in size. Section 117- 7(1) allows for signage on R-2 Zoned property that is a maximum of 32 square feet in size and 6 feet tall. Below are comments from each of the Technical Review Committee members as well as Planning Staff comments.

PLANNING DEPARTMENT

There are two (2) variances which are needed as part of this request. The first variance request is to allow for a 36 square foot ground size in lieu of the Code allowed maximum of 18 square feet. The second variance requested is to allow for a 9'2" high ground sign in lieu of the Code allowed maximum 6-foot high sign.

The Planning Department will support the first variance request since the copy area of the new sign is similar to the previous sign which was removed as a result of a sidewalk being constructed in its place.

The Planning Department, however, will not support the second request for a 9'2" tall sign as it is not in keeping with the type of signage allowed per Code for R-2 districts or with similar developments in the R-2 Zoning District. Moreover, the previous sign on the property did not exceed the 6-foot maximum allowed per Code. Planning Staff believes that the new sign should be in keeping with previous allowances for signage that was originally constructed on the property. An alternative that may be made, and that the Planning Department will support, is to eliminate the 4-foot tall base that is proposed and utilize the remaining 1 feet (since the sign itself is 5'2") to create a base which will both allow for a sturdy foundation and enhance the proposed sign.

POLICE DEPARTMENT

No comments.

ENGINEERING DEPARTMENT

No comment.

SCHOOL BOARD

No comment.

FORT PIERCE UTILITIES AUTHORITY

No comment.

ST. LUCIE COUNTY PUBLIC WORKS

The Plan indicates the sign will be constructed beyond the S. Jenkins ROW. As such, the County has no comments. It the plans for the sign are submitted and indicate the sign or any City required landscaping are within the ROW, the County would not offer a permit for such.

Please contact me if you have any questions at (772) 467-3739. Thank you.

Rebeca Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee Meeting

January 21, 2021

TECHNICAL REVIEW PROJECT # no number

Sign Variance - St Peter Lutheran Church – 2900 S. Jenkins Road

Comments

FPUA W/WW Engineering: Approved as noted.
The proposed location of the sign is very near a private force main serving the Church. Please take care to locate and protect this service.

FPUA Electric & Gas Engineering: Approved.
If the owner/applicant should have any questions, please contact Sal Scimeca.
Sal Scimeca
Engineering Technician II
Electric and Gas Engineering
1701 S. 37th Street, Fort Pierce, FL 34947
sscimeca@fpua.com
Office: (772)466-1600 Ext. 6957

Rebeca Guerra

From: David Hays <haysd@stlucieco.org>
Sent: Friday, January 15, 2021 2:23 PM
To: Rebeca Guerra
Cc: Alicia Rosenthal; Grant M. Chambers
Subject: St. Lutheran Church Sign - TRC

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

The Plan indicates the sign will be constructed beyond the S. Jenkins ROW. As such, the County has no comments. It the plans for the sign are submitted and indicate the sign or any City required landscaping are within the ROW, the County would not offer a permit for such.
If you have any questions, please give me a call.

David A. Hays, P.E., CFM | Sr. Project Engineer | Public Works Department
Ph: 772-462-1491 (direct) | PW Office: 772-462-1707 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

ST. LUCIE COUNTY FLORIDA

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Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

Rebeca Guerra

From: SANDERS, MARVIN E. <marvin.sanders@stlucieschools.org>
Sent: Tuesday, January 12, 2021 3:47 PM
To: Rebeca Guerra
Subject: 21-xxxxxx- St Peter Lutheran Church – 2900 S. Jenkins Road sign variance

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

The St. Lucie County School District has reviewed the above reference project and have we do not have any comments or concerns.

Please feel free to contact me if you have any questions.

Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County
9461 Brandywine Lane, Room 2-303
Port St. Lucie, FL 34986

9461 Brandywine Ln
Port St Lucie, FL 34986

St. Lucie
PUBLIC SCHOOLS

office 772.429.7547
cell 772.216.5755

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

Technical Review Committee meeting

January 21st, 2021

Case # (none provided on cover memo)

Planner: Rebeca Guerra

Sign variance application

2900 South Jenkins Rd., Ft. Pierce (St. Peter's Lutheran Church, the sign at)

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

THE SUNRISE CITY
FORT PIERCE
ENGINEERING DEPARTMENT
Florida

To : Rebeca Guerra, Assistant Planning Director

JAN 13 2021
CITY OF FORT PIERCE
PLANNING & ZONING

From : John R. Andrews, P.E., City Engineer

Re : St. Peter's Lutheran Church Variance – 2900 S. Jenkins
TRC No. ?

Date : January 14, 2021

This is to advise you that we have completed the review of the following documents as received by this office on January 8, 2021:

- [x] Variance Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Variance
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] No comments

JRA/tst/tst TOK

Q:\ENGINEERING\Site Development Projects\S\St. Peter Lutheran Church\Variance\Submittal No. 1 - 011221\Variance Approval - 011421.docx

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

FROM: Rebeca Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Appeal of Board of Adjustment Decision**
Variance to Exceed Allowable Height
2900 Jenkins Road

MEETING DATE: May 3, 2021

STAFF REPORT

Owner: St. Peter's Evangelical Lutheran Church
2900 Jenkins Road
Fort Pierce, FL 34981

Applicant: Theodore Rice
2900 Jenkins Road
Fort Pierce, FL 34981

Action: Appeal of the Board of Adjustment's decision to DENY a Variance from Section 117-7(3)a.3. to allow for a 9'2" tall ground sign in lieu of the Code maximum of six (6) feet.

Location: 2900 Jenkins Road

Parcel ID: 2419-333-0001-000-2

Zoning: Single Family Intermediate Density (R-2)

Future Land Use: Medium Density Residential (RM)

Parcel Size: 11.51 acres / 501,376 Square Feet

Surrounding Zoning:

North	East	South	West
C-3 / R-4	C-3	PD / R-2	R-4 / RS-3 (County)

Staff Analysis:

On February 25, 2021, in accordance with Part II, Subpart B, Chapter 117 of the City Code, the applicant requested that the Board of Adjustment approve two (2) Variances to deviate from Sections 117-7(1)b. and 117-7(3)a.3. in order to install a 36-square foot pole sign with a height of 9'2". Please note, aside from the existing sod ground cover, no additional landscaping was shown in the color rendering, nor was any been proposed by the applicant.

The subject site has a lot size of 11.51 acres or 501,376 square feet. The site has been home to St. Peter's Evangelical Lutheran Church since the year 2000. At that time, the church property had a six (6)-foot high, 36-square foot monument sign, with shrubbery encircling the foundation, along its front entry adjacent to Jenkins Road. A picture of this sign is attached for the Commission's reference. As a result of nearby development, the church was required to remove the sign in order to allow for infrastructure improvements, including a sidewalk. The church seeks to install a larger and taller pole sign in the same general area as the previous monument sign. A color rendering of this proposed sign is also attached for the Commission's reference. City Code Section 117-7(1)b. states that signage within the R-2 zone shall not exceed 32 square feet in size. Additionally, Section 117-7(3)a.3. restricts the maximum height of signage within the R-2 zone to six (6) feet.

Variance Criteria:

The following criteria are specified in City Code 125-100, which must be satisfied in order for a variance to be granted:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.
2. The special conditions and circumstances do not result from the actions of the applicant.
3. The literal interpretation of the provision of the zoning ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would result in unnecessary and undue hardship on the applicant.
4. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.
5. The granting of the variance will be in harmony with the general intent and purpose of the ordinance and such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The owner's response to the above criteria is attached to the submittal pack with the application.

Staff Analysis:

The Planning Department reviewed the application and requested variance requests and recommended APPROVAL of the variance from Section 117-7(1)b. to allow for a 36-square foot ground sign in lieu of the Code maximum of 18 square feet. Additionally, Staff recommended DENIAL of the variance request from Section 117-7(3)a.3. for a 9'2" tall ground sign, and recommended restricting the height of the proposed sign to the Code maximum six (6) feet.

<u>VARIANCE #1</u>
As stated previously, the church sits on land zoned R-2. Procedurally, should a commercial use with residential zoning seek a variance due to the existing zoning size restrictions, Staff would prompt the applicant to seek a Zoning change in order to rectify the inconsistent zoning, thus allowing for the type of construction requested without the need for a variance. In this case, the Future Land Use and Zoning of the site (RM/R-2) are incompatible with the existing use

as a church. The applicant was given the opportunity to seek a Comprehensive Plan amendment and Rezoning but declined and instead chose to move forward with the two (2) variance applications.

Per City Code, a variance may be granted if all five (5) criteria delineated in Section 125-100 have been met. In this case, the previous sign, which was approximately 36-square feet in size, was removed because of actions and circumstances outside the church's control. In order to be made "whole" again, that is, in order for the church to be able to erect a similarly sized 36-square foot sign as was once found at their entrance, a variance must be granted. In fact, this sign will be slightly smaller in copy area (35'3") than what once existed. Staff believes that the applicant has met all of the criteria in Section 125-100 for a like-for-like replacement of their previous 36-square foot (approximately) sign, which by all accounts was easily seen and read by passerby's. Staff's only additional recommendation is that a Condition of Approval be added to require perimeter landscaping around the entire base of the sign in the form of drought-tolerant shrubbery a minimum of 18 inches tall at the time of planting.

VARIANCE #2

Typically, variances are granted when a property owner can demonstrate that existing zoning regulations present a practical difficulty in making use of the property. In this case, the church's existing sign appeared to function in such a manner so as to be seen and read by passerby's. No permits or alterations were submitted to the City in order to increase the size or height of the sign. Variance requests are to be granted if special conditions exist on the lot that create a hardship making it too difficult to comply with the Code's normal requirements. This is true when special circumstances not of the applicant's control do not permit an applicant to be made whole, as in this case. Staff would support a like-for like sign in order to rectify the church's removal of their previous sign. In seeking a larger sign, the appropriate action would be a Comprehensive Plan Amendment and Rezoning. This would not only allow them to have larger signage but would also permit them to expand in the future without the need for Conditional Use approval from City Commission. More importantly, granting this variance could set a precedent for future variance requests from commercial properties with R-2 zoning to requesting taller signage rather than seeking a more appropriate zoning classification to rectify the situation.

Property Owner Response Survey:

A total of eight (8) notifications were mailed to abutting property owners for the Board of Adjustment meeting. No letters were received in objection or support of the request. Eight (8) additional letters were mailed out on April 23, 2021, prior to the City Commission meeting.

2/25/21 Board of Adjustment Decision:

By a vote of 3-2, the Board of Adjustment APPROVED the Variance from Section 117-7(1)b. to allow for a 36-square foot ground sign in lieu of the Code maximum of 18 square feet, subject to the following Condition of Approval:

> Perimeter landscaping around the entire base of the sign shall be provided in the form of drought-tolerant shrubbery a minimum of 18 inches tall at the time of planting.

and

By a vote of 3-2, the Board of Adjustment DENIED the Variance from Section 117-7(3)a.3. to allow for a 9'2" tall ground sign in lieu of the Code maximum of six (6) feet.

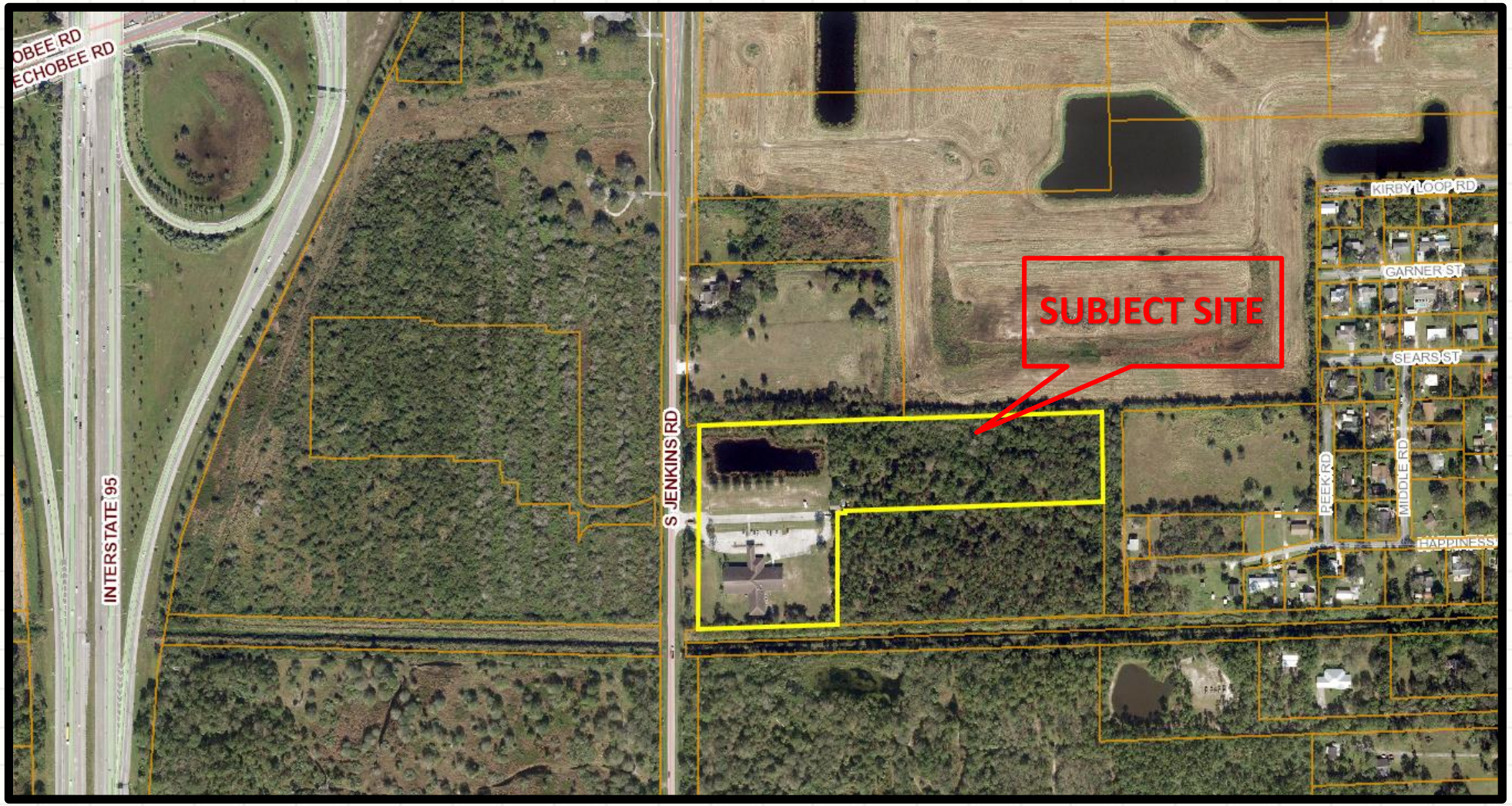
Staff Recommendation:

Staff recommends that the City Commission **UPHOLD** the Board of Adjustment's decision to DENY the Variance from Section 117-7(3)a.3. to allow for a 9'2" tall ground sign in lieu of the Code maximum of six (6) feet.

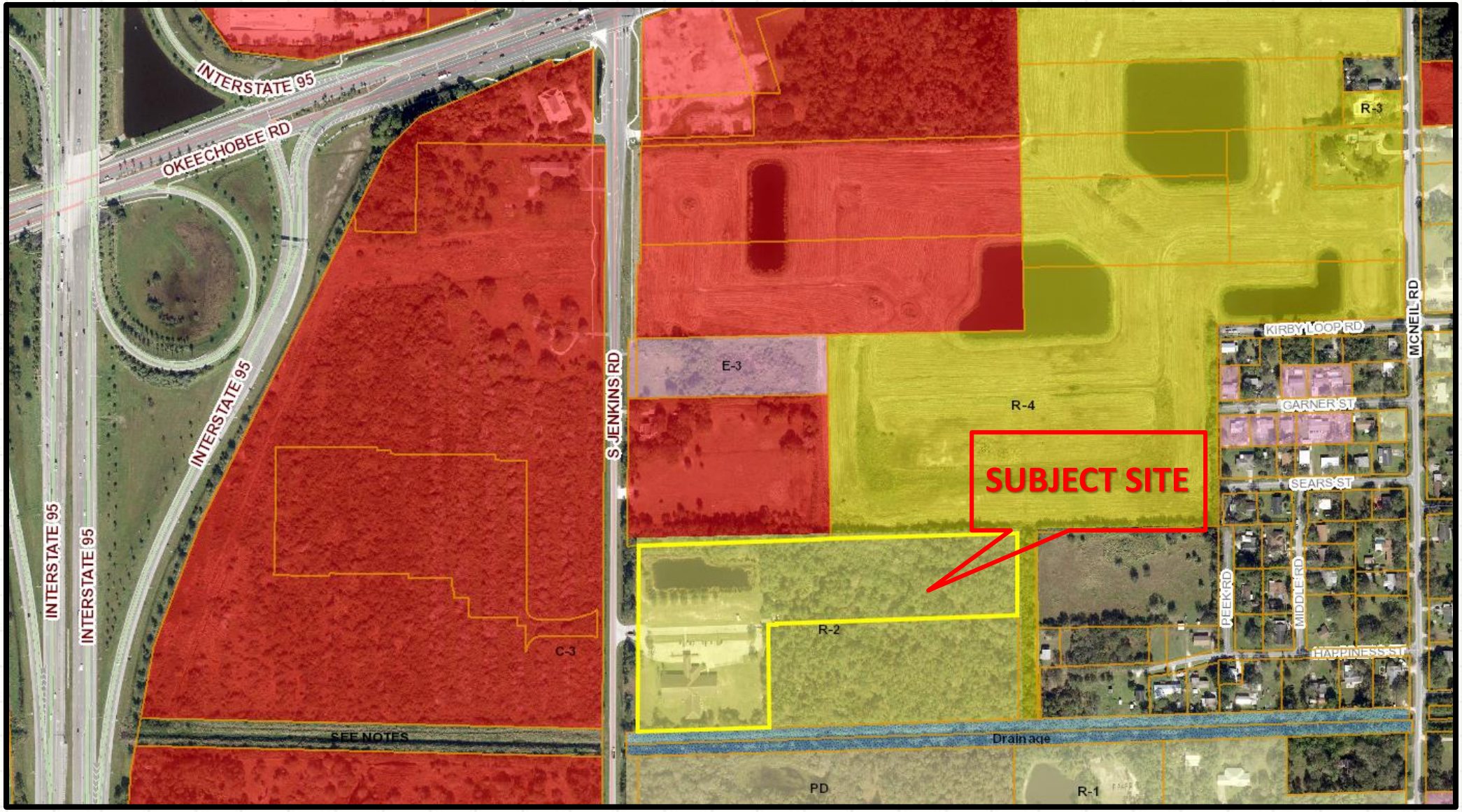
APPEAL
OF SIGN VARIANCE
SQUARE FOOTAGE
&
HEIGHT

2900 Jenkins Road
St. Peter's Evangelical Lutheran Church

Aerial Map


OBEE RD
ECHOBEE RD
INTERSTATE 95
S JENKINS RD
SUBJECT SITE
KIRBY LOOP RD
GARNER ST
SEARS ST
PEEK RD
MIDDLE RD
HAPPINESS

Zoning Map

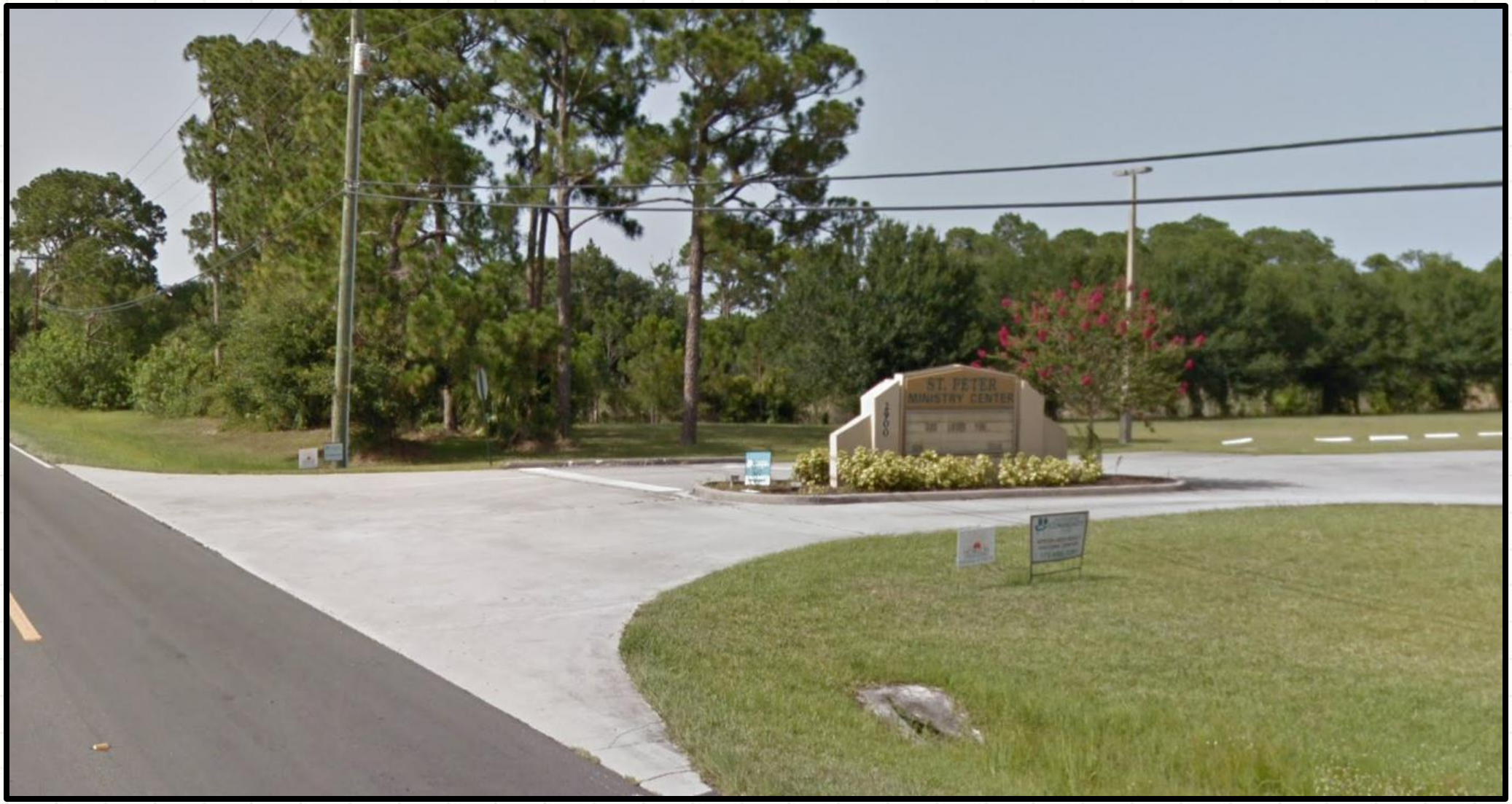

INTERSTATE 95
OKEECHOBEE RD
INTERSTATE 95
INTERSTATE 95
S JENKINS RD
C-3
SEE NOTES
E-3
R-4
R-3
MCNEIL RD
KIRBY LOOP RD
GARNER ST
SEARS ST
SUBJECT SITE
R-2
PEEK RD
MIDDLE RD
HAPPINESS ST
Drainage
PD
R-1

(2) Sign Variances

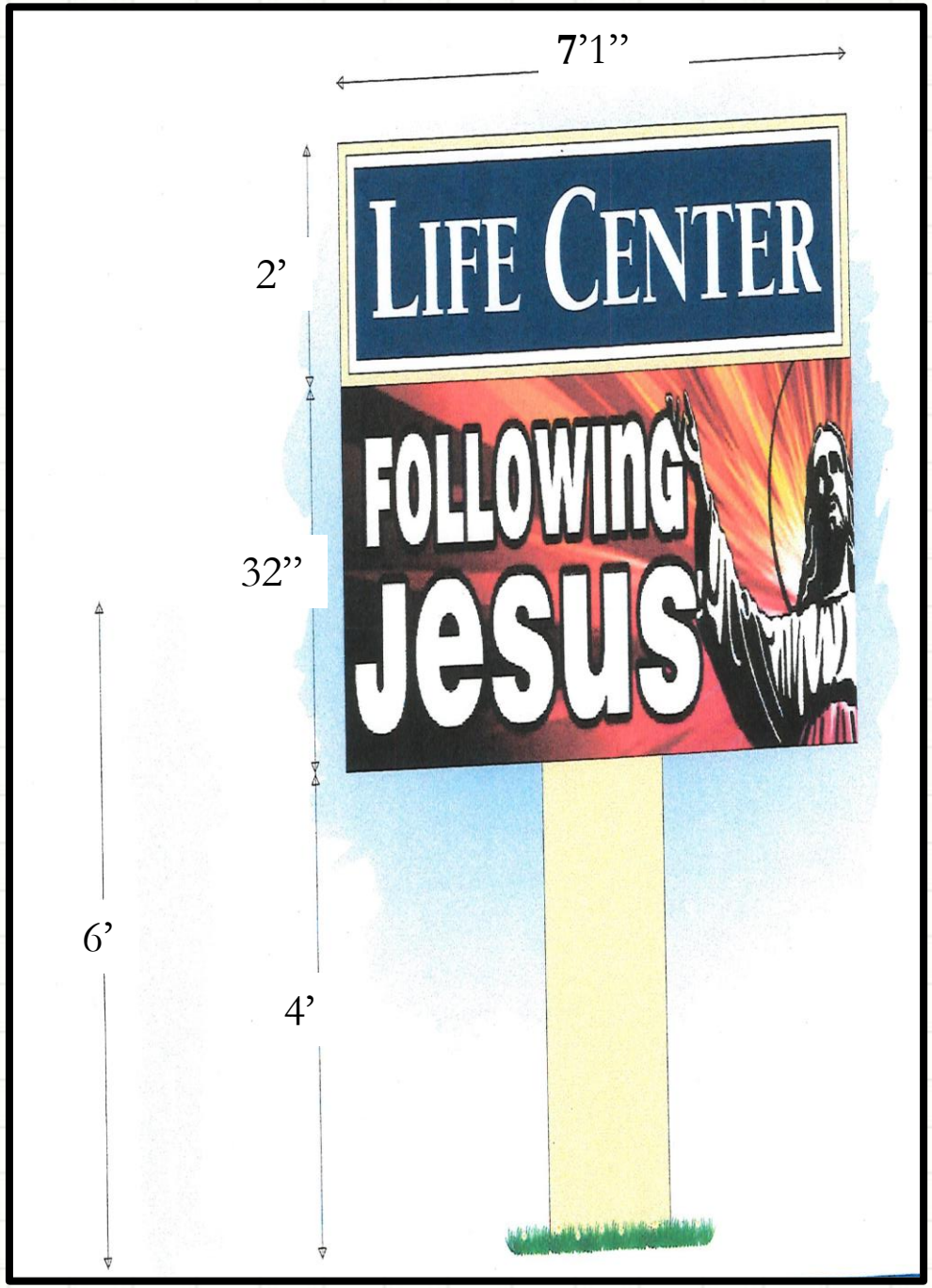
- Deviate from City Code 117-7(1)b. to allow for a 36-square foot ground sign in lieu of the Code maximum of 18 square feet in the R-2 Zoning District.

- Deviate from City Code 117-7(3)a.3. to allow for a 9’2” tall ground sign in lieu of the Code maximum of 6 feet in the R-2 Zoning District.

Previous Sign



Proposed Sign



Notifications

8 Notifications

0 = In Favor

0 = In Opposition

Staff Recommendation

APPROVE the Variance from Section 117-7(1)b. to allow for a 36-square foot ground sign in lieu of the Code maximum of 18 square feet, subject to the following Condition of Approval:

Perimeter landscaping around the entire base of the sign shall be provided in the form of drought-tolerant shrubbery a minimum of 18 inches tall at the time of planting.

DENY the Variance from Section 117-7(3)a.3. to allow for a 9’2” tall ground sign in lieu of the Code maximum of six (6) feet.

Standards for Review

City Code Section 125-100

(1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.

(2) The special conditions and circumstances do not result from the actions of the applicant.

(3) The literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would result in unnecessary and undue hardship on the applicant

(4) The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

(5) The granting of the variance will be in harmony with the general intent and purpose of the ordinance and such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Variance #1 (size)

- Special conditions and circumstances exist

  Previous sign was legal nonconforming (grandfathered) and could continue & be repaired as long as not removed. But could not be enlarged.

- The special conditions and circumstances do not result from the actions of the applicant.

  Sign was removed as a result of adjacent development which required sidewalk.

- The literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.

  A like-for-like sized sign would make the applicant “whole” and essentially preserve their legal nonconforming status.

- The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

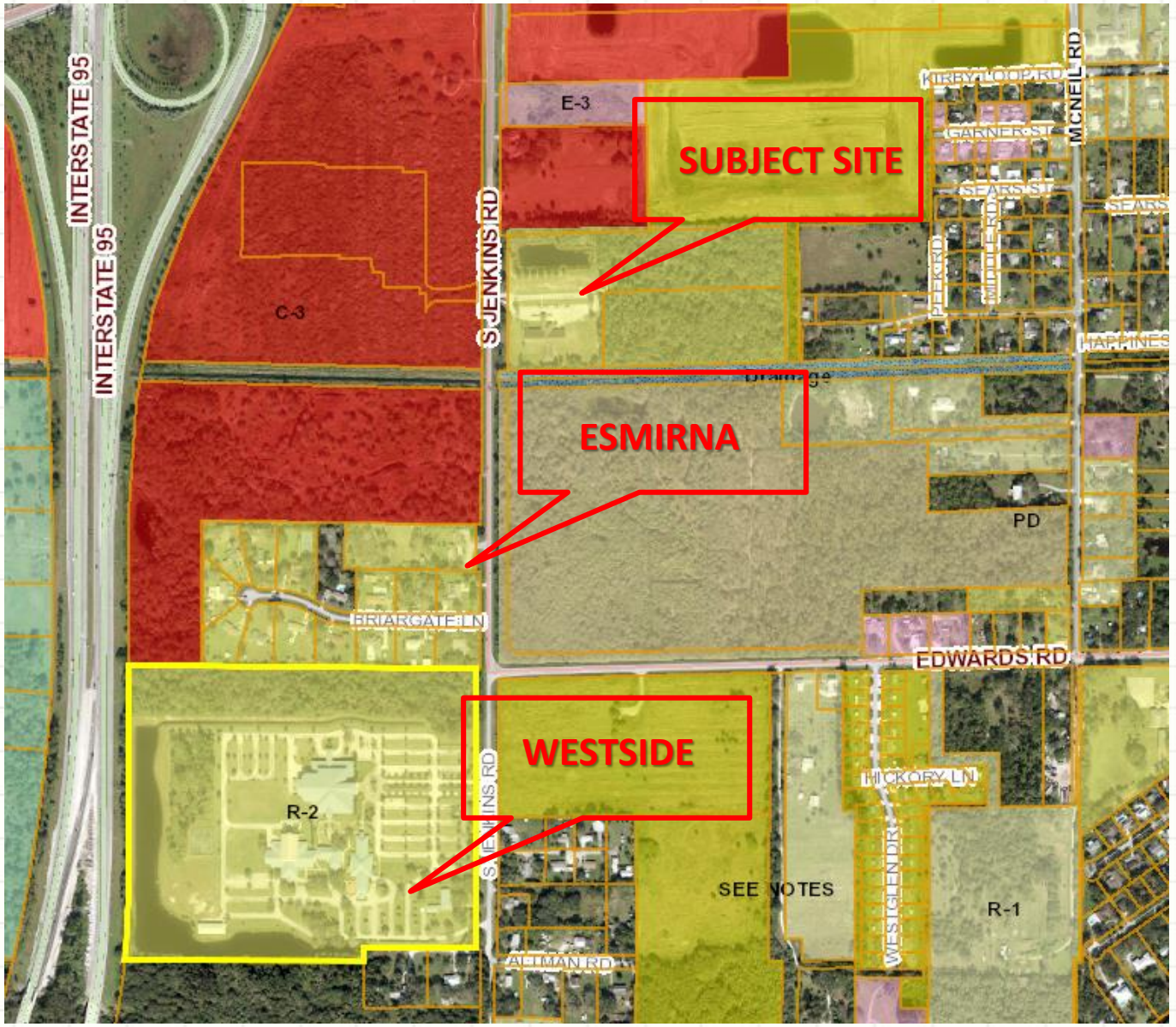
  The size of proposed sign is just slightly smaller than previous sign.

- The granting of the variance will be in harmony with the general intent and purpose of the ordinance and such variance will not be injurious to the area.

  The nearest properties with similar zoning / use are Westside Baptist Church (similar to previous sign) & Iglesia Esmirna (w/ a smaller sign).

Iglesia Esmirna & Westside Baptist Signs

Proximity Map



Variance #2 (height)

- Special conditions and circumstances exist

  Previous sign was legal nonconforming (grandfathered) and could continue. But cannot be enlarged. No basis for enlargement in this instance. Not like-for-like.

- The special conditions and circumstances do not result from the actions of the applicant.

  Previous sign was removed for sidewalk. A taller sign is a request for more.

- The literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.

  Other similar zoned/used properties in area have equal or smaller signs. No requests since 2000 for larger sign. Rezoning is appropriate for height, not variance in R-2.

- The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

  Another variance being sought because of size. 6’ height appears to be reasonable.

- The granting of the variance will be in harmony with the general intent and purpose of the ordinance and such variance will not be injurious to the area.

  The nearest properties with similar zoning / use are Westside Baptist Church (similar to previous sign) & Iglesia Esmirna (w/ a smaller sign).

BOA Actions 2/25/21

APPROVED the Variance from Section 117-7(1)b. to allow for a 36-square foot ground sign in lieu of the Code maximum of 18 square feet, subject to the following Condition of Approval:

> Perimeter landscaping around the entire base of the sign shall be provided in the form of drought-tolerant shrubbery a minimum of 18 inches tall at the time of planting.

DENIED the Variance from Section 117-7(3)a.3. to allow for a 9'2" tall ground sign in lieu of the Code maximum of six (6) feet.

RATIONALE: 6' height was consistent with other churches & the sign could be easily modified by adjusting base w/o loss of size

Staff Recommendation
(affirm Board of Adjustment's decision)

APPROVE the Variance from Section 117-7(1)b. to allow for a 36-square foot ground sign in lieu of the Code maximum of 18 square feet, subject to the following Condition of Approval:

> Perimeter landscaping around the entire base of the sign shall be provided in the form of drought-tolerant shrubbery a minimum of 18 inches tall at the time of planting.

DENY the Variance from Section 117-7(3)a.3. to allow for a 9'2" tall ground sign in lieu of the Code maximum of six (6) feet.

APPEAL
OF SIGN VARIANCE
SQUARE FOOTAGE
&
HEIGHT

2900 Jenkins Road
St. Peter's Evangelical Lutheran Church

D R A F T

CITY OF FORT PIERCE

BOARD OF ADJUSTMENT

Board of Adjustment Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY BOARD OF ADJUSTMENT HELD ON THURSDAY, FEBRUARY 25, 2021, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: James Crist; Charles Hayek; Stanley Hula; Darryl Bey; William Nunn, Chair

Staff Present: Tanya Earley, Assistant City Attorney
Rebeca Guerra, Assistant Planning Director
Vennis Gilmore, Planner
Brandon Creagan, Planner
Alicia Rosenthal, Executive Assistant

4. CONSIDERATION OF ABSENCES

All Board members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the December 3, 2020 meeting

Motion was made by Charles Hayek, and seconded by Stanley Hula to approve the minutes from the December 3, 2020 meeting.

AYE: Darryl Bey, James Crist, Charles Hayek, Stanley Hula, Chair William Nunn
Passed

6. PUBLIC HEARINGS

a. Variance - Frontier Development Sign - 5000 Okeechobee Road

The clerk introduced the Variance for the Frontier Development located at 5000 Okeechobee Road.

Chairman Nunn asked the Assistant City Attorney, Tanya Earley, to explain the Quasi-Judicial Hearing procedures.

Before commencing this Quasi-Judicial Hearing, Tanya Earley, Assistant City Attorney, explained to the Board of Adjustment that they serve in both a legislative and quasi-judicial role. When acting as a legislative body, the Board engages in law-making activity by passing laws and establishing policies. When acting as a quasi-judicial body, the Board applies those laws and policies and is held to stricter procedural requirements. Quasi-judicial proceedings are less formal than proceedings before a circuit court but are more formal than the normal Board meeting. Quasi-judicial proceedings must follow basic standards of notice and due process; and, decisions must be made based on competent substantial evidence. Therefore, Board members have a duty to conduct the quasi-judicial proceedings more like judges than legislators. That is why the Commission has established the uniform procedures for quasi-judicial hearings that will be followed today.

Chairman Nunn called the proceeding to order.

The clerk confirmed the City complied with advertisement and notice requirements.

Chairman Nunn inquired with the Board regarding ex-parte communications and asked the Clerk to call the roll:

Mr. Hayek– no
Mr. Hula – no
Mr. Bey - no
Mr. Crist - no
Chairman Nunn - no

Chairman Nunn opened the public hearing.

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

Staff Presentation:
Vennis Gilmore, Planner, gave an overview of the application. The applicant is requesting approval of two variances (1) to deviate from City Code 117-6(b)(1)c. to allow for up to 100 percent of the main street wall face permitted sign area to be located on the rear wall facade and (2) to deviate from City Code 117-7(5)(a)5. to allow for up to a 588 square foot rear entrance wall sign per tenant in lieu of the Code maximum of 6 square feet in the General Commercial Zone (C-3). The applicant is requesting both variances to increase signage visibility as much as possible and to mirror the Okeechobee Road facade. The applicant believes that the main frontage facade should not consider the Okeechobee Road frontage but rather the side facing the parking lot where patrons will access the building. The Planning Department recommends approval of the requested variances to deviate from City Code 117-

6(b)(1)c. to allow for up to 100 percent of the main street wall face permitted sign area to be located on the rear wall facade and to deviate from City Code 117-7(5)(a)5. to allow for up to a 588 square foot rear entrance wall sign per tenant in lieu of the Code maximum of 6 square feet in the General Commercial Zone (C-3); based upon the justification presented by the applicant with respect to the criteria for granting a Variance specified in City Code Section 125-100.

Board questions for Staff: Mr. Nunn asked if the parking lot is being reconfigured. Mr. Crist asked if the sign on the north and south side of the building are the same size. Mr. Hayek asked if the 20% sign area is for each tenant or the entire wall. Mr. Crist asked if landscaping and irrigation will be included.

Applicant questions for Staff: None

Applicant presentation: Luis Davila, of Frontier Development, sworn, stated the rear of the building is the front of the business. Mr. Davila explained the back side of the property faces Okeechobee Road and signage is needed on Okeechobee Road for visibility. Mr. Davila stated that St. Augustine grass and irrigation has been approved on the landscape plan.

Ms. Guerra clarified the location of the building and its orientation on the site.

Board questions for Applicant: None

Public comment: None

Chairman Nunn, seeing no one else, closed the public hearing.

Motion was made by Darryl Bey, and seconded by Charles Hayek to approve the requested variances to allow for up to 100 percent of the main street wall face permitted sign area to be located on the rear wall facade and to allow for up to a 588 square foot rear entrance wall sign per tenant.

AYE: Charles Hayek, Stanley Hula, Darryl Bey, James Crist, Chair William Nunn
Passed

b. **Variance - St. Peter's Lutheran Church Sign - 2900 Jenkins Road**

The clerk introduced the sign Variance for St. Peter's Lutheran Church located at 2900 Jenkins Road.

Chairman Nunn called the proceeding to order.

The clerk confirmed the City complied with advertisement and notice requirements.

Chairman Nunn inquired with the Board regarding ex-parte communications and asked the Clerk to call the roll:

Mr. Crist - no
Mr. Hayek– no
Mr. Hula – no
Mr. Bey - no
Chairman Nunn - yes

Chairman Nunn opened the public hearing.

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

Staff Presentation:

Rebeca Guerra, Assistant Planning Director, said the applicant is requesting the Board of Adjustment approve two (2) Variances to deviate from Sections 117-7(1)b. and 117-7(3)a.3. in order to install a 36 square foot pole sign with a height of 9'2". The subject site has a lot size of 11.51 acres and has been home to St. Peter's Evangelical Lutheran Church since the year 2000. At that time, the church property had a six (6)-foot high, 36-square foot monument sign, with shrubbery encircling the foundation, along its front entry adjacent to Jenkins Road. As a result of nearby development, the church was required to remove the sign in order to allow for infrastructure improvements, including a sidewalk. The church is now seeking to install a larger and taller pole sign in the same general area as the previous monument sign. City Code Section 117-7(1)b. states that signage within the R-2 zone shall not exceed 32 square feet in size. Additionally, Section 117-7(3)a.3. restricts the maximum height of signage within the R-2 zone to six (6) feet. Staff recommends that the Board of Adjustment approve the Variance from Section 117-7(1)b. to allow for a 36 square foot ground sign in lieu of the Code maximum of 18 square feet, subject to the condition of approval that the perimeter landscaping around the entire base of the sign shall be provided in the form of drought-tolerant shrubbery a minimum of 18 inches tall at the time of planting. Staff recommends that the Board of Adjustment deny a Variance from Section 117-7(3)a.3. to allow for a 9'2" tall ground sign in lieu of the Code maximum of six (6) feet.

Ms. Guerra stated a like-for-like sign would be supported by staff as it would make the applicant whole after having to remove the previous sign and was consistent with other signs in the area for properties with similar zoning/uses. She stated that the second Variance is not as a result of a hardship, but rather, because the applicant wished to have a taller sign than was previously approved and did not want to go through the appropriate process of rezoning the property in order to obtain it. Ms. Guerra explained that if the property was rezoned to commercial, C-3, a larger sign would be allowed by right. Ms. Guerra noted that the church could have a 6-foot monument sign with the same copy area as what was being proposed in the application.

Board questions for Staff:

Mr. Bey asked who has the responsibility to make appropriate zoning changes. Ms. Guerra explained that a developer normally makes zoning changes to the property , but that in certain circumstances, a city can initiate zoning for a large area. In this case, a Comprehensive Plan amendment and a Rezoning would be required. Mr. Hayek asked the cost of a rezoning application. Mr. Brandon Creagan stated the cost would be around $9500.00 for the Comprehensive Plan Amendment and the Rezoning the church property.

Applicant questions for Staff: None

Applicant presentation: Pastor Rice, owner, sworn, explained the church sign was torn down when the sidewalk was widened for a commercial building being built behind the church. Pastor Rice said the church is surrounded by commercial property and the church is only requesting an additional nine feet in height. Pastor Rice stated it is unfair for the church to not have a large sign like the neighboring businesses. Pastor Rice noted that it would be a different circumstance if the church was located in the middle of a residential area.

Board questions for Applicant: Mr. Bey asked Pastor Rice if he has an aversion to changing the zoning.

Public comment: None

Mr. Crist stated other properties in the area have rezoned due to changing times. Mr. Bey said rezoning should have been considered to simplify the matter. Mr. Hayek explained that approving the height of the sign would open the flood gates in the R-2 zoning and that is the whole reason for having zoning codes. Mr. Hayek pointed out that commercial zoning would make the church property more valuable.

Chairman Nunn, seeing no one else, closed the public hearing.

Motion was made by Charles Hayek, and seconded by James Crist to approve the Variance to allow for a 36- square foot ground sign with the condition that the perimeter landscaping around the entire base of the sign shall be provided in the form of drought-tolerant shrubbery a minimum of 18 inches tall at the time of planting. .

AYE: James Crist, Charles Hayek, Stanley Hula, Darryl Bey, Chair William Nunn
Passed

Motion was made by Charles Hayek, and seconded by Darryl Bey to deny the Variance to allow for a 9’2” tall ground sign

AYE: Darryl Bey, James Crist, Charles Hayek
NAY: Stanley Hula, Chair William Nunn
Passed

After the motion to deny, Ms. Earley clarified with the members of the Board, who voted in support of the motion, that they are following the recommendation of staff and are in agreement with the recommendation and the reasons set forth in the PowerPoint presentation.

Mr. Hayek stated that dropping the base to 1 foot rather than 4 feet solved the problem.

7. DISCUSSION / OTHER BUSINESS

8. COMMENTS FROM THE PUBLIC

There were no comments from the public.

9. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Appeal of BOA Decision for St. Peter's Evangelical Lutheran Church Sign Variance

NOTICES PROVIDED PURSUANT TO: Section 125-37 & 125-103 of the Fort Pierce Code of Ordinances

NOTICE BY NEWSPAPER: Sunday, April 18, 2021

NOTICE BY MAIL: Friday, April 23, 2021

NOTICE BY SIGNS: N/A

VERIFIED BY: Rebeca A. Guerra **TITLE:** Assistant Planning Director

SIGNATURE: **DATE:** 4/23/2021

RESOLUTION NO. 20-R19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING APPELLATE PROCEDURES** FOR THE CITY COMMISSION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes the need for established legal procedures when appeal hearings are on the agenda; and

WHEREAS, the City Commission desires that this Resolution serve as the procedure for the City Commission to follow in conducting appeal proceedings; and

WHEREAS, the City Commission acknowledges that the procedures may be amended from time to time by resolution.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. When conducting appeal hearings, the City Commission shall follow the procedures as outlined in Exhibit "A."

SECTION 2. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 16th day of March, 2020.

Linda Hudson

Linda Hudson, Mayor

ATTEST:

Linda W. Cox

Linda W. Cox, City Clerk

Approved as to Form
And Correctness:

Peter J. Sweeney, Esq.
City Attorney

Exhibit "A"

APPEAL HEARING PROCEDURES
AND RULES FOR EX PARTE COMMUNICATIONS

I. Scope and Applicability. These procedures shall apply to all appeal hearings held by the City Commission.

II. Proceedings. The Mayor (hereafter, the "Presiding Officer") shall conduct the proceedings and maintain order. The City Attorney shall represent the City Commission, rule on all evidentiary and procedural issues and objections, and advise the City Commission as to the applicable law and necessary factual findings. Hearings shall be conducted with the appropriate decorum for an appeal. Formal rules of procedure shall not apply except as set forth herein; however, fundamental due process shall be accorded.

III. Unauthorized Communications. In all appeal hearings, all rulings must be based only upon the evidence presented in the record. Ex parte communications with City Commissioners in appeal matters are impermissible. In order to maintain fairness and remove any presumption of prejudice, the adherence to the following procedures shall remove the presumption of prejudice arising from ex parte communications with City Commissioners:

A. The substance of any ex parte communication with a City Commissioner which relates to an appeal action pending before the Commission is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

B. A City Commissioner may read a written communication from any person. However, a written communication that relates to an appeal action pending before the Commission shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter.

C. City Commissioners should not conduct investigations and site visits and may not receive expert opinions regarding appeal actions pending before them.

D. Disclosure made pursuant to subparagraphs A, B and C must be made before or during the public meeting at which a vote is taken on such matters.

IV. Supporting Materials. The Appellant shall file its materials in support of its appeal with the City Clerk as provided in the Code of Ordinances. The City Clerk will work with the appropriate department to prepare the record from the original hearing. All documents shall be included on the agenda for the appeal.

V. Conduct of Hearing.

A. The Presiding Officer shall call the proceeding to order and announce that the hearing has begun.

B. The City Attorney or Presiding Officer shall explain the rules concerning procedure for the appellate argument and the record.

C. The order of the hearing shall be as follows:

1. The Appellant will go first and make an oral presentation as to why it should win the appeal. The oral presentation is limited to twenty (20) minutes and there are no additional witnesses, exhibits or evidence that may be introduced. The Appellant will make its argument based only on the materials submitted to the City Clerk, which have been attached to the agenda.

The Appellant has the option to reserve time for rebuttal after the staff presentation.

2. After the Appellant has completed its argument, Commissioners may ask as many questions of the Appellant as desired. There is no time limit for this portion of the hearing. Questions must be addressed to appellant's representative only; no additional information can be submitted; and questions are limited to the materials/record provided and the statements made by the presenter. This is the only time for questions of the Appellant and there is no opportunity to call the presenter back up.

3. A single member of City staff will have twenty (20) minutes to make an oral presentation and there are no additional witnesses, exhibits or evidence that will be introduced. City staff will make its argument based only on the materials submitted to the City Clerk and attached to the agenda.

4. After staff has completed its argument, Commissioners may ask as many questions of the individual staff member as desired. There is no time limit for this portion of the hearing. Questions must be addressed to the individual staff member only; no additional information can be submitted; and questions are limited to the materials/record provided and the statements made by the presenter. This is the only time for questions of staff and there is no opportunity to call staff back up.

5. After the Commission has completed questions of the City staff person, rebuttal will be heard if originally requested by the Appellant; rebuttal is limited to the amount of time it initially requested. After the Appellant has completed its rebuttal, each of the Commissioners may ask as many questions to the Appellant as you like based only upon the statements and materials provided.

6. At the conclusion of all arguments and questions, the City Commission will conduct open deliberations on the appeal. After deliberations, a vote shall be taken to affirm or reverse the decision of the lower board which is the subject of the appeal

VI. Standard of Proof. The decision of the City Commission to affirm or reverse a decision of a lower board shall be based upon competent substantial evidence contained in the record provided and the oral arguments of the appellant and staff. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

VII. Continuances and Deferrals. The City Commission shall consider requests for continuances made by City staff or Appellant and may grant continuances in its sole discretion.

VIII. Maintenance of Evidence and Other Documents. The Office of the City Clerk shall retain all of the evidence and documents presented at the hearing unless any such evidence is too large to be stored by the City Clerk or staff liaison. In that event, such evidence will be stored in the Planning Department.

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480

FORT PIERCE, FL 34954-1480

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

04/18/2021

Amy Kolwett

Subscribed and sworn to before on April 18, 2021:

Tara Mondloch

Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $71.76
Ad No: 0004688364
Customer No: 1309463
PO #:

# of Affidavits 1

CITY OF FORT PIERCE
NOTICE OF APPEAL HEARING

In accordance with the Code of Ordinances of the City of Fort Pierce, Section 125-108, Appeals, the City Commission of the City of Fort Pierce will hold a hearing to consider a Notice of Appeal submitted by St. Peter Lutheran Church of the February 25, 2021 decision of the Board of Adjustment denying a variance for a church sign.

The Appeal Hearing will be held during the City Commission meeting which begins at 6:00 p.m. on Monday, May 3, 2021, in the City Hall, City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL ANY DECISION BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

/s/ Linda W. Cox, City Clerk
Publish: 04.18.2021
TCN4688364

RECEIVED
APR 26 2021
FINANCE DEPT.

City Commission Regular Meeting - 6:00 pm **13. b.**

Meeting Date: 05/03/2021

Re: Conditional Use Approval with No New Construction - Baker Dwelling Rental

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

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SUBJECT:

Tabled from April 19, 2021 - Commission deliberations on an application for Conditional Use with No New Construction submitted by property owner, Susan Baker, and applicant, Michelle Longarzo, for Conditional Use Approval to operate a Dwelling Rental with a rental period of 30 days or less. The property is located at 1577 Thumb Point Drive and is zoned Single-Family Intermediate density zone (R-2). Parcel ID: 2401-605-0105-000-0.

SUMMARY:

In accordance with Sections 125-187 and 125-236 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental located at 1577 Thumb Point Drive. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of less than 30 days.

RECOMMENDATION:

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following five (5) conditions:

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

ALTERNATIVES:

Approval with changes to the Conditions of Approval
Disapproval

RESPONSIBLE STAFF:

Jennifer Hofmeister, AICP, LCAM
Planning Director

COORDINATED WITH:

Technical Review Committee (TRC)

Fiscal Impact

OTHER INFORMATION:

n/a

Attachments

staff presentation
Staff Report & Supporting Documents
Applicant Packet & Supporting Documents
Public Notice and Affidavit
Proof of Publication
Gary Hickman Statement
Dan McCormick Statement
Cavalcanti Submitted Info
Proof of Publication Updated
Additional Info from Applicant
Additional info from Applicant - Letter
Additional Info from Applicant - Collins Resume
Driveway Permit Application Revisions
Submitted Information at hearing

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/09/2021 11:55 AM

Form Started By: Jennifer Hofmeister
Started On: 03/01/2021 04:04 PM
Final Approval Date: 04/20/2021

Conditional Use Approval

With no new construction

Baker Vacation Rental

Location Map

Subject Site

1577 Thumb Point Drive

FLUM and Zoning Map

Subject Site

FLUM – Low Density Residential (RL)

Zoning – Single Family Intermediate Density (R-2)

Synopsis for Recommendation

- City of Fort Pierce Ordinance K-114 - passed in 2001
  - Establishing Dwelling Rentals as Conditional Uses in certain Residential Zoning districts and Conditions of Approval added to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.
  - No current Code Enforcement or Police Department violations

- FL Legislation – passed in 2011
  - A local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals.

Staff Recommendation

1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.

4) There shall be a limitation of no more than two (2) vehicles per unit.

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

PB Recommendation

On February 9, 2021 the Planning Board Unanimously Recommended DENIAL of the proposed application

City Commission Possible Actions

- Recommend APPROVAL of the proposed Conditional Use, subject to 5 Conditions and no changes
- Recommend APPROVAL of the proposed Conditional Use with changes to the Conditions
- Recommend DISAPPROVAL of the proposed Conditional Use

Conditional Use Approval

With no new construction

Baker Vacation Rental

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nick C. Mimms, P.E., ICMA-CM, City Manager
FROM:	Jennifer Hofmeister, AICP, LCAM, Planning Director
RE:	**Conditional Use Approval with No New Construction– Baker Dwelling Rental – 1577 Thumb Point Drive (20- 040000028)**
MEETING DATE:	March 15, 2021

STAFF REPORT

Owner:
Susan Baker
1577 Thumb Point Drive
Fort Pierce, FL 34949

Applicant:
Michelle Longarzo
715 South Ocean Drive Unit D
Hutchinson Island, FL 34949

Applicant's Request:
Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months. The minimum rental period is less than 30 days.

Location(s):
1577 Thumb Point Drive

Parcel ID:
2401-605-0105-000-0

Future Land Use:
Low Density Residential (RL)

Current Zoning:
Single-Family Intermediate density zone (R-2)

Surrounding FLU:

North	East	South	West
RL	RL	RL	RL

Surrounding Zoning:

North	East	South	West
R-2	R-2	R-2	R-2

Utilities:
FPUA

Staff Analysis:

Request
In accordance with Sections 125-187 and 125-236 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental located at 1577 Thumb Point Drive. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of less than 30 days.

The subject building is a single-family residence. According to the St. Lucie County Property Appraiser, the finished floor area is 1,723 square feet and the gross sketched area is 3,395 square feet. The residence is a three (3) bedroom and two (2) bath home.

The subject site is surrounded by single family residences to the north, south, east, and west. The subject site has a Future Land Use designation of Low Density Residential (RL) with a compatible zoning designation of Single-Family Intermediate density zone (R-2). Per City Code Section 125-187. – Allowed Uses; Dwelling Rentals are classified as a Conditional Use in the R-2 zoning district.

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

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

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

Table 1 – Dwelling and Vacation Rental Definitions

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

Future Land Use and Zoning

The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools, and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half dwelling units per acre.

The R-2 zoning district is compatible with the RL Future Land Use designation. This district is designed mainly for areas of single-family dwellings with an average net density of less than five (5) units per acre for conventional developments. In addition to housing, various public facilities and other nonresidential uses are permitted under the conditions and safeguards referred to in this section. Areas in this classification should have public water and sewer service.

Parking

Pursuant to City Code Section 125- (d)b, motels, hotels, and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger.

Conditional Use

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

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

Staff Recommendation
The proposed use presents the provision for short-term lodging accommodations to the public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, staff recommends **APPROVAL** with the following five (5) conditions:

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.

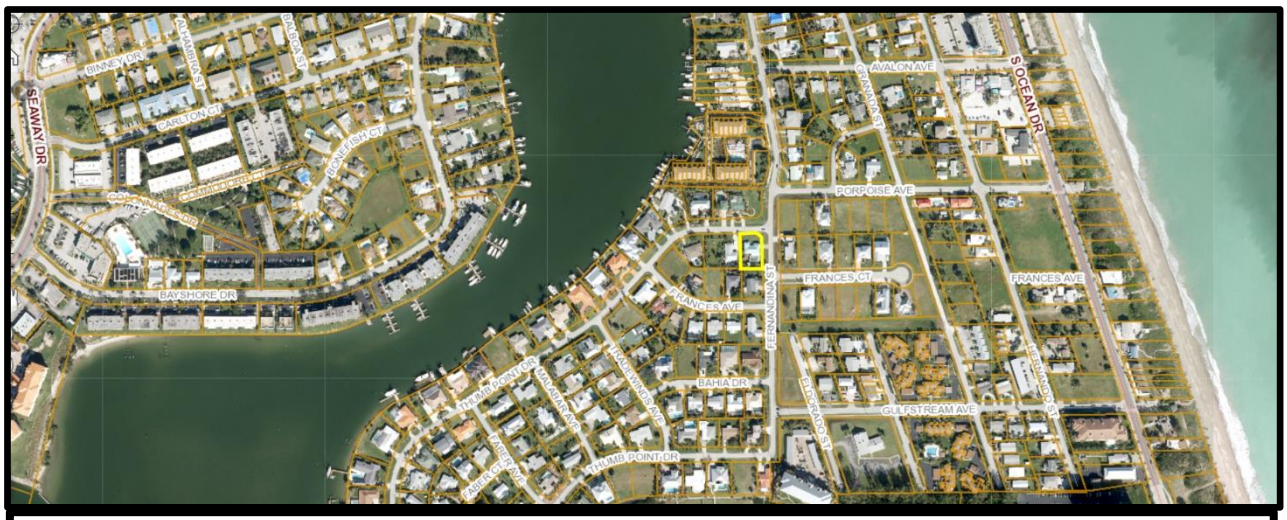
4. There shall be a limitation of no more than two (2) vehicles per unit.

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

Planning Board Recommendation
At the February 9, 2021, the Planning Board unanimously recommended denial of the subject application due to testimony from the then owner/applicant that she did not reside in St. Lucie County therefore the application is not in compliance with recommended Conditions of Approval. Subsequently, the application is being represented by an independent applicant/property manager.

AERIAL MAP

Subject Site



THE SUNRISE CITY FORT PIERCE Florida

Conditional Use Approval
Baker Dwelling Rental
1577 Thumb Point Drive

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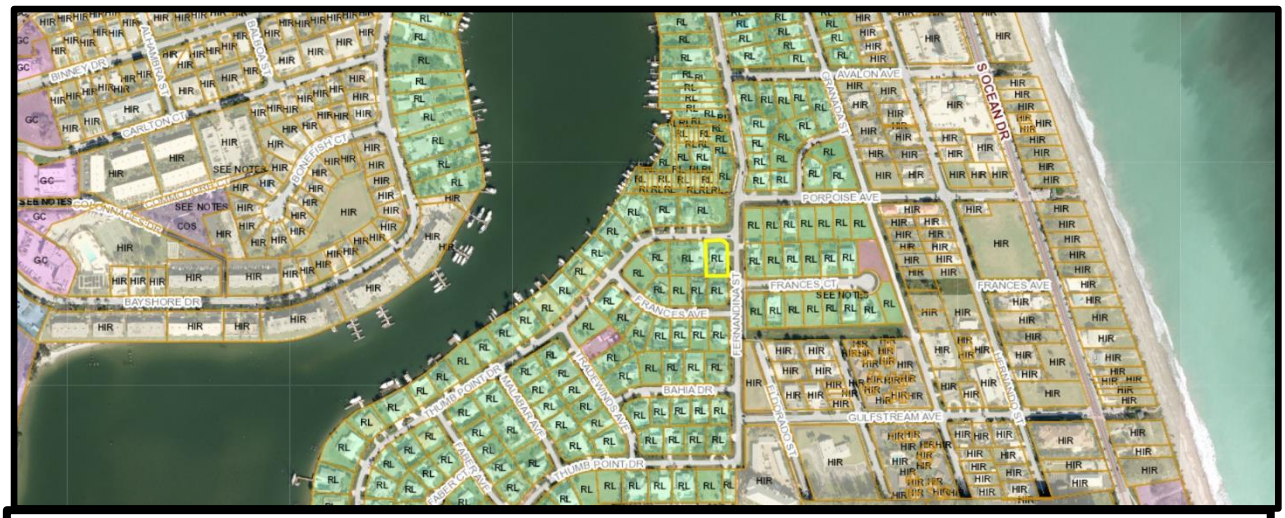
W E
S

FLUM MAP

Subject Site



THE SUNRISE CITY FORT PIERCE Florida

Conditional Use Approval
Baker Dwelling Rental
1577 Thumb Point Drive

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ZONING MAP

Subject Site

THE SUNRISE CITY FORT PIERCE Florida

Conditional Use Approval
Baker Dwelling Rental
1577 Thumb Point Drive

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

January 21, 2021

Susan Baker
1577 Thumb Point
Fort Pierce, FL 34949
susanbak15@gmail.com

Subject: Jonathan Joseph Dwelling Rental -– 1577 Thumb Point Drive Conditional Use application TRC Comments

Dear Ms. Baker,

Below please find a summary of the comments for the City of Fort Pierce TRC meeting:

Fort Pierce Planning Department

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.

4. There shall be a limitation of no more than two vehicles per dwelling rental unit.

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

Fort Pierce Engineering Department

1. No comment.

Fort Pierce Code Enforcement Division

1. No comments from Code Enforcement – there is no active or prior cases at this location. The provided narrative appears to cover all the typical issues.

Fort Pierce Building Department

1. Vacation rental properties, including transient rentals, shall be regulated through the DBPR, Florida Statute 509.242(c), Florida Administrative Code 61A-43 and will be amended by any future legislation or directives from the State of Florida.

2. Building Department has no further guidance at this time.

Fort Pierce Police Department

1. No comment.

Fort Pierce Utility Authority

W/WW Engineering:

1. Location is presently a water and wastewater customer of FPUA. If fire protection is required, this service MUST be supplied via a dedicated "stand-alone" fire suppression device. Please contact James Carnes @ (772) 466-1600 extension 3472 if this modification is required

Electric & Gas Engineering:

1. No comment

St. Lucie County Public Works

1. No comment.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Jennifer Hofmeister, Planning Director

FROM : John R. Andrews, P.E., City Engineer

JRA

RECEIVED
JAN 13 2021
CITY OF FORT PIERCE
PLANNING & ZONING

RE : Conditional Use – 1182 Binney Drive, Unit B
TRC No. 20-04000027

DATE : January 14, 2021

This is to advise you that we have completed the review of the following documents as received by this office on January 8, 2021:

- ☒ Conditional Use Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ P/D Drawings
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☒ Recommend ☐ Do Not Recommend

☒ Approval of Conditional Use ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ No comments

JRA/tst/tst

Q:\ENGINEERING\Site Development Projects\Addresses\1182 Binney\CU\Submittal No. 1 - 011221\CU Approval - 011421.docx

Jennifer Hofmeister

From: WBoyer@slcfd.org
Sent: Monday, January 11, 2021 3:43 PM
To: Jennifer Hofmeister
Subject: 1182 Binney Drive, Unit B and 1577 Thumb point Drive

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Jennifer,

FD has no comments at this time for these projects.

Take care,

Captain Wayne Boyer, M.S., FO, MIFireE, CFEI
Water Supply Officer
Community Risk Reduction Division
St. Lucie County Fire District
Office: 772-621-3322|Mobile: 772-631-8877
5160 NW Milner Drive
Port St. Lucie, FL 34983

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee Meeting

January 21, 2021

TECHNICAL REVIEW PROJECT # 20- 040000028

Conditional Use – 1577 Thumb Point Drive

Comments

FPUA W/WW Engineering: Location is presently a water and wastewater customer of FPUA. If fire protection is required, this service MUST be supplied via a dedicated "stand-alone" fire suppression device. Please contact James Carnes @ (772) 466-1600 extension 3472 if this modification is required.

FPUA Electric & Gas Engineering: No comment

Jennifer Hofmeister

From: SANDERS, MARVIN E. <marvin.sanders@stlucieschools.org>
Sent: Tuesday, January 12, 2021 2:36 PM
To: Jennifer Hofmeister
Subject: #20- 040000028 -Conditional Use – 1577 Thumb Point Drive

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

The St. Lucie County School District has reviewed the above reference project and have we do not have any comments or concerns.

Please feel free to contact me if you have any questions.

Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County
9461 Brandywine Lane, Room 2-303
Port St. Lucie, FL 34986

We've moved
9461 Brandywine Ln
Port St Lucie, FL 34986

St. Lucie
PUBLIC SCHOOLS

office 772.429.7547
cell 772.216.5755

Jennifer Hofmeister

From: David Hays <haysd@stlucieco.org>
Sent: Wednesday, January 20, 2021 9:20 AM
To: Jennifer Hofmeister; Brandon Creagan
Cc: Grant M. Chambers; Alicia Rosenthal; Kori Benton
Subject: 1/27 Preapplication

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

The County PW Department has no comments on the following projects:

1. 1801 Plover Avenue
2. 511 S Ocean Drive

David A. Hays, P.E., CFM | Sr. Project Engineer | Public Works Department
Ph: 772-462-1491 (direct) | PW Office: 772-462-1707 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

"Teamwork gives you the best opportunity to turn vision into reality" John C. Maxwell

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

Jennifer Hofmeister

Subject: FW: Pre-Application Comments Due - 1577 Thumb Point Drive

From: Peggy Arraiz
Sent: Thursday, December 17, 2020 5:15 PM
To: Alicia Rosenthal <arosenthal@cityoffortpierce.com>; Jennifer Hofmeister <jhofmeister@cityoffortpierce.com>
Subject: RE: Pre-Application Comments Due - 1577 Thumb Point Drive

Code Enforcement has an active code case at this location for doing a short term rental without a conditional use or BTR. Their ad is still active (emailed you the link) therefore we are moving this matter forward to the Special Magistrate. The ad must be removed until approval is received from the City Commission AND all licenses / taxes are paid and received.

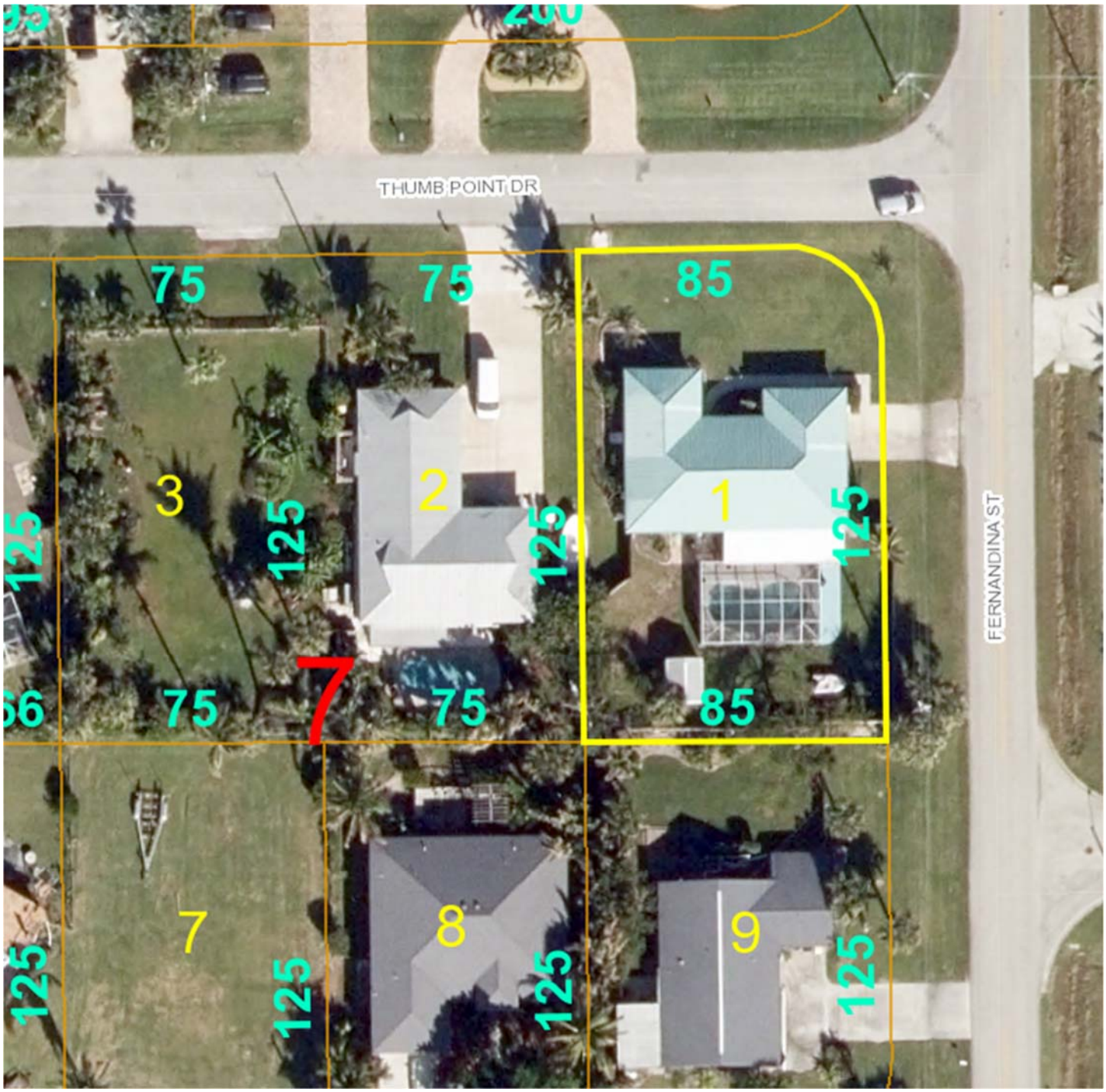
Margaret M. (Peggy) Arraiz | Code Compliance Manager | City of Fort Pierce
Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3148 • Fax: 772.468.0457 • 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

-----Original Appointment-----
From: Alicia Rosenthal <arosenthal@cityoffortpierce.com>
Sent: Thursday, December 17, 2020 3:47 PM
To: Ana Johnson; Audria Moore-Wells; Ben Balcer ; ChambersG@stlucieco.org; David Hays; Edward Roseberry; Jacolby Washington; Jennifer Hofmeister; Jill Marasa (jmarasa@youredc.com); Kori Benton; larry.hymowitz@dot.state.fl.us; Linda Cox; Martha Kerr; Paul Bertram; Paul Langel; Paul Thomas; Peggy Arraiz; RevordJ@stlucieco.org; Tracy Telle; Venetia Barnes; Wayne Boyer
Cc: John Andrews; Julie Bye; Karen Murphy; Shaun Coss
Subject: Pre-Application Comments Due - 1577 Thumb Point Drive
When: Monday, December 28, 2020 8:00 AM-8:30 AM (UTC-05:00) Eastern Time (US & Canada).
Where:

Please accept this invitation as a reminder that Pre-Application comments are due for 1577 Thumb Point Drive. Please send comments to Jennifer Hofmeister at mailto:jhofmeister@cityoffortpierce.com

Site Address: 1577 THUMB POINT DR	Use Typ
Sec/Town/Range: 01/35S/40E	Account
Parcel ID: 2401-605-0105-000-0	Map ID:
Jurisdiction: Fort Pierce	Zoning:


THUMB POINT DR
FERNANDINA ST
75
75
85
3
2
1
125
125
125
7
75
75
85
7
8
9
125
125
125

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 1577 Thumb Point Dr, Fort Pierce, FL 34949

Parcel ID #(s) 2401-605-0105-000-0

Project description Owner request to use property as Short Term Rental, 3o day rental, Airbnb host

Susan Baker
Property Owner(s)
1577 Thumb Point Dr
Street Address
Fort Pierce FL 34949
City State Zip
3059924416
Phone Number
susanbak15@gmail.com
Email Address

Michelle Longarzo
Applicant/Representative, Title, Company
715 South Ocean Dr. #D
Street Address
Hutchinson Island, FL 34949
City State Zip
772 708-4557
Phone Number
sliceofparadiseflorida@gmail.com
Email Address
o

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

Susan Baker
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 30th day of December 20 20, by Susan Baker who is personally known to me or has produced Driver License as identification.

Linda Ann Collins
Signature of Notary

LINDA ANN COLLINS
Notary Public-State of Florida
Commission # HH 36993
My Commission Expires
October 06, 2024

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

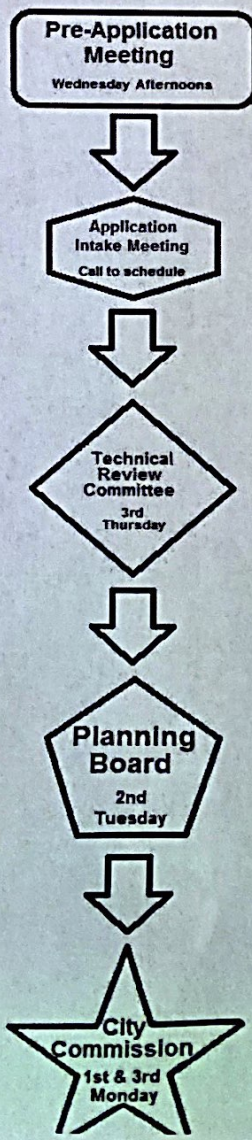
Intake Date Stamp

☐ CONDITIONAL USE: NO NEW CONSTRUCTION

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

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

Application Outlook



Application Type:

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

Site Information:

Building Size 1 Parking Spaces:_____

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West

Single family

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

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Scanned with CamScanner

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

March 3, 2021

Dear Property Owner(s):

The property owner, Susan Baker, is requesting approval of a **Conditional Use with no new construction** to operate a Vacation Rental, offering lodging of 30 days or less, at **1577 Thumb Point Drive** Fort Pierce, FL. The subject property has a Future Land Use designation of Low Density Residential (RL) with a compatible zoning classification of Single-Family Intermediate density zone (R-2). The Parcel ID is 2401-605-0105-000-0.

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meeting on **March 15, 2021,** which begins at **4:30 p.m**. in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida. You are provided the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Conditional Use**. Any Public Comment on these Public Hearing items, if not being offered in person, must be submitted by noon on the day of the meeting using the Sworn Public Comment Form which is available on the city's website at: http://www.cityoffortpierce.com/DocumentCenter/View/8741/Sworn-Public-Comment-for-Public-Hearings. Additionally, the published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

If you have any questions, please contact the City Planning Department at 772-467-3737.

500-foot Radius Map
Conditional Use with No New Construction
1577 Thumb Point Drive

Subject Site

Flora Sue Clement Bolick	5933 Petrea Mill Rd	Granite Falls; NC 28630-8109
Tisack Family Revocable Living Trust	7166 Chestnut Ridge	Lockport; NY 14094
Edward Pryce and Bobbie Hogg	2221 Lacey RD	Forked River; NJ 08731-5810
Sondra Quatraro and Harry Quatraro and Geoffrey M Quatraro	462 Fernandina ST	Fort Pierce; FL 34949-3536
Sandra M Lonnay	1722 Coral Cir	Fort Pierce; FL 34949-3547
Gholamreza Torkaman	470 12th Pl SE	Vero Beach; FL 32962-5733
Larry Landrith and Jennifer L Parker-Kienutske	4355 Cypress DR	Troy; MI 48085
Kenneth L Miller and Deborah J Miller	1731 Coral Cir	Fort Pierce; FL 34950
William J Wink Jr (TR)	355 S Ocean DR; Unit Apt 809	Fort Pierce; FL 34949-3282
MS Venture Fund LLC	PO Box 695	Palm City; FL 34991-0695
MS Venture Fund LLC	PO Box 695	Palm City; FL 34991-0695
Christine Nazzaro	1771 Gulfstream AVE; Unit Apt D1	Fort Pierce; FL 34949-3561
St Lucie County	2300 Virginia AVE	Fort Pierce; FL 34982-5632
Kolaleh Torkaman	216 6th St SE	Washington; DC 20003-1134
Ronald B Steele and Bonnie L Vansciver-Steele	1 Pointless Forest Tr	Annapolis; MD 21401
John Cabral and Diane Cabral	1705 Porpoise AVE	Fort Pierce; FL 34949-3516
Amir Hessam Torkaman	9 Devonshire BLVD	San Carlos; CA 94070-1725
Oscar A Calzadilla and Molly M Calzadilla	1709 Porpoise AVE	Fort Pierce; FL 34949-3516
Erik R Gehringer	473 Elfes Field Ln	Charleston; SC 29492-8079
Bruce A Murray and Charlene B Adair	1710 Francis Ct	Fort Pierce; FL 34949-3579
Gary VanDenbos	PO Box 1357	Tahlequah; OK 74465
Gary VanDenbos and Melanie VanDenbos	1706 Francis Ct	Fort Pierce; FL 34949-3579
Dale A Johnston and Tammy K Johnston	1101 S Ocean DR; Unit Apt A	Fort Pierce; FL 34949-3355
Charles V Blake	1702 Francis Ct	Fort Pierce; FL 34949-3579
Roger J Basilick and Linda F Basilick	749 SW Arkansas TER	Port St Lucie; FL 34953-1902
Grant Smith (TR) and Shellie Smith (TR)	1703 Francis CT	Fort Pierce; FL 34949-3579
Mark Cirillo	25 Ocean View Pkwy	Southampton; NY 11968-5507
GRAVERAN INVESTMENT LLC	3450 W 84th ST; Unit Ste 201	Hialeah; FL 33018-4924
Thomas Fetto and Robin Fetto	208 Pine Hill RD	New Fairfield; CT 06812-2208
Timothy Estes and Christy Lee Estes	1578 Thumb Point DR	Fort Pierce; FL 34949-3567
Alison L Galloway and Brian P Bridge	1570 Thumb Point DR	Fort Pierce; FL 34949-3567
Brian P Bridge	1570 Thumb Point DR	Fort Pierce; FL 34949-3567
Anne E Supina and Sandra L Twoey	1564 Thumb Point DR	Fort Pierce; FL 34949-3567

Walter Aque	1562 Thumb Point Dr	Fort Pierce; FL 34949-3567
Gary L Hickman	1560 Thumb Point Dr	Fort Pierce; FL 34949
Michael S Miller and Carol W Miller	PO Box 2786	Fort Pierce; FL 34954-2786
Glynda Cavalcanti	1503 Faber CT	Fort Pierce; FL 34949-3552
Cassandra-Lee Meyer	1617 Frances Ave	Fort Pierce; FL 34949-3560
Bruce A Parce and Margaret M Shaw Parce	1613 Frances AVE	Fort Pierce; FL 34949-3560
William M Cali	1609 Frances Ave	Fort Pierce; FL 34949-3560
Wilda Rodriguez (LF EST)	1605 Frances AVE	Fort Pierce; FL 34949-3560
Violet M Krause (LF EST)	1108 Paseo AVE	Fort Pierce; FL 34982-6104
Joseph C Montepare Sr and Margaret E Montepare	606 Tradewinds AVE	Fort Pierce; FL 34949-3571
Barbara Fenner (TR) and Thomas Fenner (TR)	1538 Thumb Point Dr	Fort Pierce; FL 34949
Stephen J Box and Dana Hincapie Lopez	612 Tradewinds AVE	Fort Pierce; FL 34949-3571
Stephen Box and Dana Hincapie Lopez	612 Tradewinds AVE	Fort Pierce; FL 34949-3571
Dina E Samano	1610 Bahia DR	Fort Pierce; FL 34949-3545
Leonard L Burlingame	1614 Bahia Dr	Fort Pierce; FL 34949-3545
Walter Z Justynski	1616 Bahia DR	Fort Pierce; FL 34949-3545
Susan L Baker	1577 Thumb Point DR	Fort Pierce; FL 34949-3526
Jerry C Walters and Kristina W Walters	1573 Thumb Point DR	Fort Pierce; FL 34949-3526
Mary D Shepard	1565 Thumb Point Dr	Fort Pierce; FL 34949-3526
Adam L Pippin	2696 NE Cypress LN	Jensen Beach; FL 34957-4608
Joseph Griffin III and Julia Judge	1606 Frances AVE	Fort Pierce; FL 34949-3559
Thomas J Merrell (TR) and Patricia H Merrell (TR)	1720 Coconut DR	Fort Pierce; FL 34949-3439
Gary C Pettit	1616 Frances Ave	Fort Pierce; FL 34949-3559
Gary VanDenbos and Melanie VanDenbos	1706 Francis Ct	Fort Pierce; FL 34949-3579
Coconut Cove Marina HOA Inc	1578 Island Cove RD	Fort Pierce; FL 34949-3583
Coconut Cove Marina HOA Inc	1578 Island Cove RD	Fort Pierce; FL 34949-3583
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Coconut Cove Marina HOA Inc	1578 Island Cove RD	Fort Pierce; FL 34949-3583
Coconut Cove Marina HOA Inc	430 NW Lake Whitney PL	Port St Lucie; FL 34986-2269
Coconut Cove Marina HOA Inc	1578 Island Cove RD	Fort Pierce; FL 34949-3583
Coconut Cove Marina HOA Inc	1578 Island Cove RD	Fort Pierce; FL 34949-3583
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Coconut Cove Marina HOA Inc	1578 Island Cove RD	Fort Pierce; FL 34949-3583
Coconut Cove Marina HOA Inc	1578 Island Cove RD	Fort Pierce; FL 34949-3583
Ronald J Moffett and Robin Ullman-Moffett	1580 Island Cove RD	Fort Pierce; FL 34949-3583
Alexander Urbani and Dawn Urbani	1578 Island Cove RD; Unit # 2	Fort Pierce; FL 34949-3583
Wayford V Dennison	1576 Island Cove RD	Fort Pierce; FL 34949-3583
David Dexter and Lori Youngman	56 Lake View Dr	Oswego; NY 13126
Michael Edward Cook (TR)	7624 Kings Passage AVE	Orlando; FL 32835-5950
Annemarie Prudenti	295 Fishel AVE	Riverhead; NY 11901-4721
Stanley D Perry and Cathleen C Perry	507 Bear RD	Lake Placid; FL 33852-9726
James M Wohl and Jeri B Wohl	1800 State Rd 17 S	Avon Park; FL 33825
D Mark Lindsay and Melisa A Lindsay	1375 Bayshore DR	Fort Pierce; FL 34949-3083
Jeffrey Upholzer and Teri Upholzer	30620 Pointe DR	Gibraltar; MI 48173-9558
William S Speight and Lynn D Speight	1560 Island Cove RD	Fort Pierce; FL 34949-3582
Eric Richelson and Sara Richelson	13 Evergreen Row	Armonk; NY 10504-2208
William R Miller (TR)	1533 Sunset Dr Ste 150	MIami; FL 33143-5700
Donald T Janda and Patricia N Janda	1573 Bow Line Rd	Fort Pierce; FL 34949-3580
Ernest F Steffens Jr	1575 Bow Line Rd	Fort Pierce; FL 34949-3580
Jose Luis Rivas and Carla Rivas	10107 SW 126 St	Miami; FL 33176-4873
William J Morrow (LF EST)	1579 Bow Line RD	Fort Pierce; FL 34949-3580
Susan Benton	1581 Bow Line Rd	Fort Pierce; FL 34949-3580

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

AFFIDAVIT OF NOTIFICATION AND MAILING

I, the undersigned, do hereby declare that I did mail copies of a notice of public hearings to each owner of the property located, or having any part thereof, situated within five hundred (500) feet of any point of the property for which the request has been made and to the owner of the property for which the request has been made, as required by Chapter 125, Article II, Section 125-37 of the Code of Ordinances.

Project: Conditional Use for Baker Dwelling Rental at 1577 Thumb Point Drive

Staff Name: Jennifer Hofmeister, AICP, LCAM, Planning Director

Staff Signature:

Date Mailed: March 3, 2021

Number of Mailed Letters: 87

Attachments:
Copy of notice of public hearings
Mailing list
Map of properties notified

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

Project Name: Conditional Use for Baker Dwelling Rental at 1577 Thumb Point Drive

Parcel ID: 2401-605-0105-000-0.

Notices Provided Pursuant to: City Code 125-37: Jennifer Hofmeister, AICP, LCAM, Planning Director

Notice by Signs: February 4, 2021

Notice by Newspaper: February 28, 2021

Notice by Mail: March 3, 2021

Verified:

Title: Planning Director

Date: March 3,2021

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RE: Planning – Conditional Use with No New Construction

RUN ONCE: Sunday, February 28, 2021

Send Proof of Publication to: Linda W. Cox, City Clerk, lcox@cityoffortpierce.com

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CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, March 15, 2021 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. Hwy. 1, Fort Pierce, Florida, at their meeting which begins at 4:30 p.m., to consider review and approval of the following:

1. Application for Conditional Use with No New Construction submitted by property owner, John and Jackie Ellis Readler, for Conditional Use Approval to operate a Dwelling Rental for less than six (6) months with a minimum rental period of 31 days. The property is located at 1182 Binney Drive, Unit B and is zoned Hutchinson Island Medium Density Residential (R-4A).
   Parcel ID: 2401-501-0300-010-1.

2. Application for Conditional Use with No New Construction submitted by property owner, Susan Baker, and applicant, Michelle Longarzo, for Conditional Use Approval to operate a Dwelling Rental for less than six (6) months for a minimum of 30 days or less. The property is located at 1577 Thumb Point Drive and is zoned Single-Family Intermediate density zone (R-2).
   Parcel ID: 2401-605-0105-000-0.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Hwy. 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.

/s/ Linda W. Cox, City Clerk
Publish: 2/28/21

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480

FORT PIERCE, FL 34954-1480

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

02/28/2021

Subscribed and sworn to before on February 28, 2021:

Tara Mondloch

Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $129.48
Ad No: 0004616879
Customer No: 1309463
PO #:

# of Affidavits 1

RECEIVED
MAR - 5 2021
FINANCE DEPT.

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/s/ Linda W. Cox, City Clerk
Publish: 2/28/21 TCN4616879

RECEIVED
MAR - 5 2021
FINANCE DEPT.

Submission of Sworn Public Comment for Public Hearings Legislative and Quasi-Judicial

The asterisk denotes a required field in order for the comments to be submitted for consideration.

Your name*

Prefix First Name Last Name

Your address*

Street Address City

Meeting Date* Agenda Item*

Contact Information

Email Phone

Comments at public hearings are limited to **three minutes** per speaker. The decorum policy of the Commission shall apply to all comments, either oral or written, pursuant to Sec. 2-35 of the Fort Pierce Code of Ordinances. Comments read into the record by the City Clerk will be limited to three minutes. Email completed form to: lcox@cityoffortpierce.com

TESTIMONY/COMMENTS*

I swear or affirm, under oath, that the statement herein is the truth, the whole truth and nothing but the truth. Please note that this form cannot be submitted using Chrome; you must save and email or use a different browser.

_____

Signature

TESTIMONY/COMMENTS (continued)

Submission of Sworn Public Comment for Public Hearings Legislative and Quasi-Judicial

The asterisk denotes a required field in order for the comments to be submitted for consideration.

Your name*

Prefix First Name Last Name

Your address*

Street Address City

Meeting Date* Agenda Item*

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TESTIMONY/COMMENTS*

I swear or affirm, under oath, that the statement herein is the truth, the whole truth and nothing but the truth. Please note that this form cannot be submitted using Chrome; you must save and email or use a different browser.

_____

Signature

TESTIMONY/COMMENTS (continued)

12c Cavalcanti

Dear Mayor and City Commissioners:

I ask you to vote no on the conditional use for the home at 1577 Thumb Point Dr. The house has already been advertised since it was bought in September, 2020 on VRBO and has had overnight renters in it on numerous occasions. This was reported to Code Enforcement. In addition, the applicant affirmed that the house would be used as Principal Residence pursuant to the loan covenants on page 5 of 10 in the mortgage documents (see attached).

Ms. Baker, the owner of the house, resides at 13575 Callington Dr Wellington, Fl for which home she has homestead exemption. Therefore, she is in violation of her loan covenants.

Finally Thumb Point is a NEIGHBORHOOD. It is not Seaway Dr where there are a lot of commercial facilities. People bought into the NEIGHBORHOOD so they could have a NEIGHBORHOOD community, not a commercial enterprise.

The question is do you want all the NEIGHBORHOODS of S Beach to become nothing more than mini motels? It will destroy the neighborhoods, particularly Thumb Point in this case, to give a mini motel license to someone who has already broken City ordinances by not having conditional use, and affirmed something on her loan documents that is clearly not true.

A conditional use for a mini motel will devalue our properties, put us at risk with unknown individuals moving in and out on a daily basis and take away our NEIGHBORHOOD.

Please vote NO for this conditional use.

Thank you,

Glynda Cavalcanti

Glynda Cavalcanti
1503 Faber Ct
Ft Pierce, Fl 34949

FILE # 4757163 OR BOOK 4479 PAGE 1782, Recorded 09/22/2020 01:36:26 PM Doc
Tax: $1141.00 Int Tax: $652.00

When recorded, return to:
Homebridge Financial Services, Inc.
Attn: Final Document Department
433 Hackensack Avenue, 5th Floor
Hackensack, NJ 07601

This document was prepared by:
Homebridge Financial Services, Inc.
433 Hackensack Avenue, 5th Floor
Hackensack, NJ 07601
201-498-9300

Escrow No.: FL20183151
LOAN #: 83298521

[Space Above This Line for Recording Data]

CASE #: 17-17-6-2148871

MORTGAGE

MIN 1002882-0200439374-3
MERS PHONE #: 1-888-679-6377

St. Lucie Title Services, Inc.
800 Virginia Ave., Ste 47
Fort Pierce, FL 34982

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated **September 21, 2020,** together with all Riders to this document.
(B) "Borrower" is **SUSAN L BAKER, SINGLE WOMAN.**

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is **Homebridge Financial Services, Inc., dba FinanceMyHome.com.**

Lender is **a Corporation,** organized and existing
under the laws of **New Jersey.**
Lender's address is **194 Wood Ave., South, 9th Floor, Iselin, NJ 08830**

(E) "Note" means the promissory note signed by Borrower and dated **September 21, 2020.** The Note states that Borrower owes Lender **THREE HUNDRED TWENTY SIX THOUSAND AND NO/100*** ********** Dollars (U.S. **$326,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2050.**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☒ V.A. Rider
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	
☐ Other(s) [specify]		

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the
County of **St. Lucie**
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 2401-605-0105-000-0

which currently has the address of **1577 Thumb Point Drive, Fort Pierce,**
[Street] [City]
Florida **34949** ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay

to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds,

whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance

coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either

to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Charlotte M Walters
~~Susan L Baker~~
Printed Name

Judy Seabarg
Printed Name

~~SLBaker~~ 9/21/2020 (Seal)
SUSAN L BAKER **DATE**
13575 Callington Drive
Wellington, FL 33414

LOAN #: 83298521

State of FLORIDA

County of ST LUCIE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 21 day of September, 2020 by SUSAN L BAKER, who is/are personally known to me or who has/have produced driver licence as identification.

Signature

Charlotte M. Walters

Printed Name

Notary

Title or Rank

GG 921080

Serial Number (If any)

CHARLOTTE M. WALTERS
Commission # GG 921080
Expires November 24, 2023
Bonded Thru Troy Fain Insurance 800-365-7019

Lender: Homebridge Financial Services, Inc., dba FinanceMyHome.com
NMLS ID: 6521
Loan Originator: Monir Mamoun
NMLS ID: 1854262

Exhibit "A"

Lot 1, Block 7, Thumb Point, according to the Plat thereof as recorded in Plat Book 10, page(s) 79, of the Public Records of St. Lucie County, Florida.

LOAN #: 83298521
CASE #: 17-17-6-2148871
MIN: 1002882-0200439374-3

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this **21st** day of **September, 2020,** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to **Homebridge Financial Services, Inc., dba FinanceMyHome.com**

(herein "Lender")
and covering the Property described in the Security Instrument and located at
1577 Thumb Point Drive
Fort Pierce, FL 34949

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lender's option, and as allowed by applicable state law, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans

Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

SUSAN L BAKER — 9/21/2020 (Seal) DATE

Treasure Coast Newspapers
PART OF THE USA TODAY NETWORK
St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

04/04/2021

Amy Kolrott

Subscribed and sworn to before on April 4, 2021:

Tara Mondloch

Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $156.00
Ad No: 0004670140
Customer No: 1330883
PO #:

# of Affidavits 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, April 19, 2021, hold Public Hearings in the City Hall Commission Chambers, 100 North US Highway 1, Fort Pierce, Florida, at their meeting which begins at 4:30 p.m., to consider review and approval of the following:

1.Application for Conditional Use with No New Construction submitted by property owner, Andres Guarnizo and Santiago Suhaill and applicant, Gary K. Oldehoff, PA, to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as less than 30 days. The property is located at 1507 Faber Court and is zoned Single-family Intermediate Density (R-2). Parcel ID: 2401-605-0057-000-8.
2.Application for Conditional Use with No New Construction submitted by property owner, J&J PSL Investments, LLC, to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as less than 30 days. The property is located at 1801 Plover Avenue and is zoned Single-family Intermediate Density (R-2). Parcel ID: 2401-501-0042-000-5.
3.Continuation of the hearing on the application for Conditional Use with No New Construction submitted by property owner, Susan Baker and applicant, Michelle Longarzo, to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as less than 30 days. The property is located at 1577 Thumb Point Drive and is zoned Single-family Intermediate Density (R-2). Parcel ID: 2401-605-0105-000-0.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North US Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.

/s/ Linda W. Cox, City Clerk
Publish: 4/4/21
Pub: April 4, 2021
TCN4670140

Additional Supporting Documentation for Susan Baker Conditional Use Permit Application

1. **City Resolution for Quasi Judicial Hearings**
2. **Safety Inspection from PE**
3. **Copy of City Rules for Animals**
4. **Copy of Typical Visitor Demographics (St Lucie County Tourism)**
5. **Conditional Use Permits Around Thumb Point**
6. **Short Term Rental Graph from Florida League of Cities**
7. **Guest Activities (St Lucie County Tourism)**
8. **Taxes Paid by Vacationers (St Lucie County Tourism)**
9. **Zoning Use Table for City Of Fort Pierce**
10. **Noise Ordinance for City Of Fort Pierce**
11. **Trash Pickup on Hutchinson Island**
12. **Reporting Short Term Rental Issues**
13. **Ruling by Florida Attorney General on Vacation Rentals**
14. **Florida Court Ruling on Vacation Rentals**
15. **Steps To Get A Conditional Use Permit in Fort Pierce**

In quasi-judicial…..personal opinions are irrelevant!

What does quasi-judicial mean?

In a quasi-judicial proceeding, the City Council or Planning Commission is required to apply the law (Florida Statutes, Comprehensive Plan, LDRs) to the evidence presented before them at the hearing. The decision must be supported by competent substantial evidence and, therefore, the personal opinions of the decision maker or the public related to the project are irrelevant.

Per Fort Pierce RESOLUTION NO. 17.R16 (passed June 2017)

Section !X. Rules of Evidence

Paragraph Xl. Standard of Proof

Last Sentence: Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

RESOLUTION NO. 17-R16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING QUASI-JUDICIAL PROCEDURES** FOR THE CITY COMMISSION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

XII. Continuances and Deferrals. The City Commission shall consider requests for continuances made by City staff, the Applicant or a Party Intervenor and may grant continuances in its sole discretion. If, in the opinion of the City Commission, any testimony or documentary evidence or information presented at the hearing justifies allowing additional research or review in order to properly determine the issue presented, then the City Commission may continue the matter to a time certain to allow for such research or review.

Safety Inspection Report for property at 1577 Thumb Point Dr (from a Professional Engineer).

Collins
Fire Protection &
Life Safety Solutions, LLC

April 12, 2021

Ms. Susan Baker, Owner of Residence
1577 Thumb Point Drive
Fort Pierce FL, 34949

Re: Florida Building Code and Florida Fire Prevention Code Inspection

Dear Ms. Baker:

On April 8, 2021 I conducted a life safety and fire protection inspection in at the above referenced property to ascertain compliance with the Florida Building Code, Residential, 7th edition (FBCR) and the Florida Fire Prevention Code, 7th edition (FFPC,) as applicable. I am a licensed professional engineer with my expertise in fire protection and life safety. I have been practicing in my private sector business for three years as a fire code and building code consultant. Prior to that, I served as the Fire Chief and Fire Marshal for Palm Beach County Fire Rescue. I have been accepted as an expert witness in various civil and quasi-judicial hearings as both a citizen and as a public servant relating to fire and building code testimony.

My findings after conducting the inspection of your residence as a single family dwelling is that it is my professional engineering opinion that your home is in compliance with both the FBCR and the FFPC as it relates to fire protection and life safety for existing single family dwellings. Additionally, I believe it is important to note that your home exceeds the minimum requirements found in the FFPC specifically relating to the exemption of carbon monoxide devices. However, you have chosen to install one in the living area thereby exceeding the fire code.

Please let me know if you have any questions regarding my findings.

Sincerely,

Jeffrey P. Collins,PE 53836 State of Florida

Digitally signed by Jeffrey P. Collins,PE 53836 State of Florida
Date: 2021.04.12 17:21:47 -04'00'

Jeffrey P. Collins, MS, PE

Commissioners mentioned they were concerned with animals.

Fort Pierce Animal Control Already has Rules for Short Term Rentals!

Per City Website- Animal Control FAQs

- Animal Control Staff
- Common Violations
- Frequently Asked Questions
- Microchipping
- Participating Veterinary Offices
- Pet Registration
- Spay & Neuter Program
- TNVR

Home › Departments › Code Enforcement › Animal Control Division › Animal Control Staff

Animal Control Staff

About Animal Control

As a division of the Community Response Department, the Animal Control Division is comprised of one Manager, three Animal Control Officers and an Administrative Assistant.

The Animal Control Division is located on the 2nd floor of City Hall at 100 N US Hwy 1, Fort Pierce, FL 34950. Our Office hours are Monday through Friday from 8 a.m. to 5 p.m.

Calls for Animal Control should all go through 911, however, you can reach our office at 772-467-3720.

Animal Control Officers work Monday through Friday and are available on Saturday and Sunday and after hours for emergency calls.

Animal Control Manager
Peggy Arraiz

Administrative Assistant
Colleen Greer

Animal Control Officers
Ricardo Pellot

Kenny Nelson

Kimberly Olson

▼ Animal Control

Show All Answers

1. **How many animals am I allowed to have?**
   You are allowed to have a total of five (5) dogs, cats or other domesticated animals.
2. **Do I have to register/license my animal?**
3. **Am I allowed to have horses or other livestock?**
4. **I am a part-time resident, does my animal have to be registered/licensed?**
   If you reside within the City of Fort Pierce for six (6) months or more, you are required to obtain a license for your animals.
5. **Am I allowed to have exotic animals?**
   Yes, with a special exception permit. A special exception permit may be issued by the Animal Control Manager as long as the exotic animal does not create a nuisance, health hazard or danger, and if the exotic animal is not being raised for public consumption.
6. **How can I reach Animal Control?**
   For general questions or concerns, you may reach the Animal Control office at (772) 467-3149 during our normal office hours of Monday through Friday from 8 a.m. to 5 p.m. Animal Control Officers may also be requested by dialing 911.

Commissioners were concerned with type of visitors/guests that would come.

Look at data from St Lucie County Tourism Study.

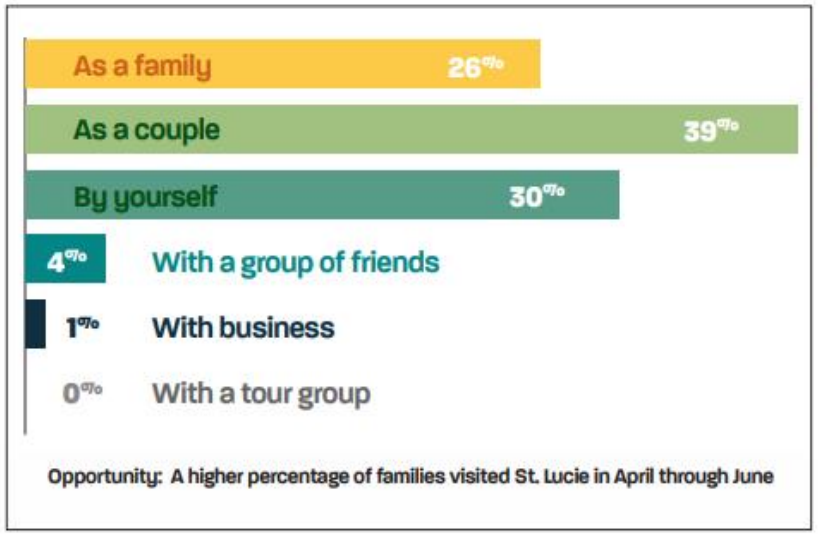
2018 / 2019 Annual Marketing Plan

Demographics

The 2017 Visitor Tracking and Economic Impact Study revealed that the typical visitor to St. Lucie is **53 years old, caucasian, and has a median household income of $72,700.** The typical visitor is female, but just slightly with females at 52% and males at 48%.

Psychographic / Behavioral

- The typical visitor traveled in a party composed of 2.9 people
- 47% of visitors traveled with at least one person under the age of 20 in their travel party
- 65% of visitors traveled as a couple or a family



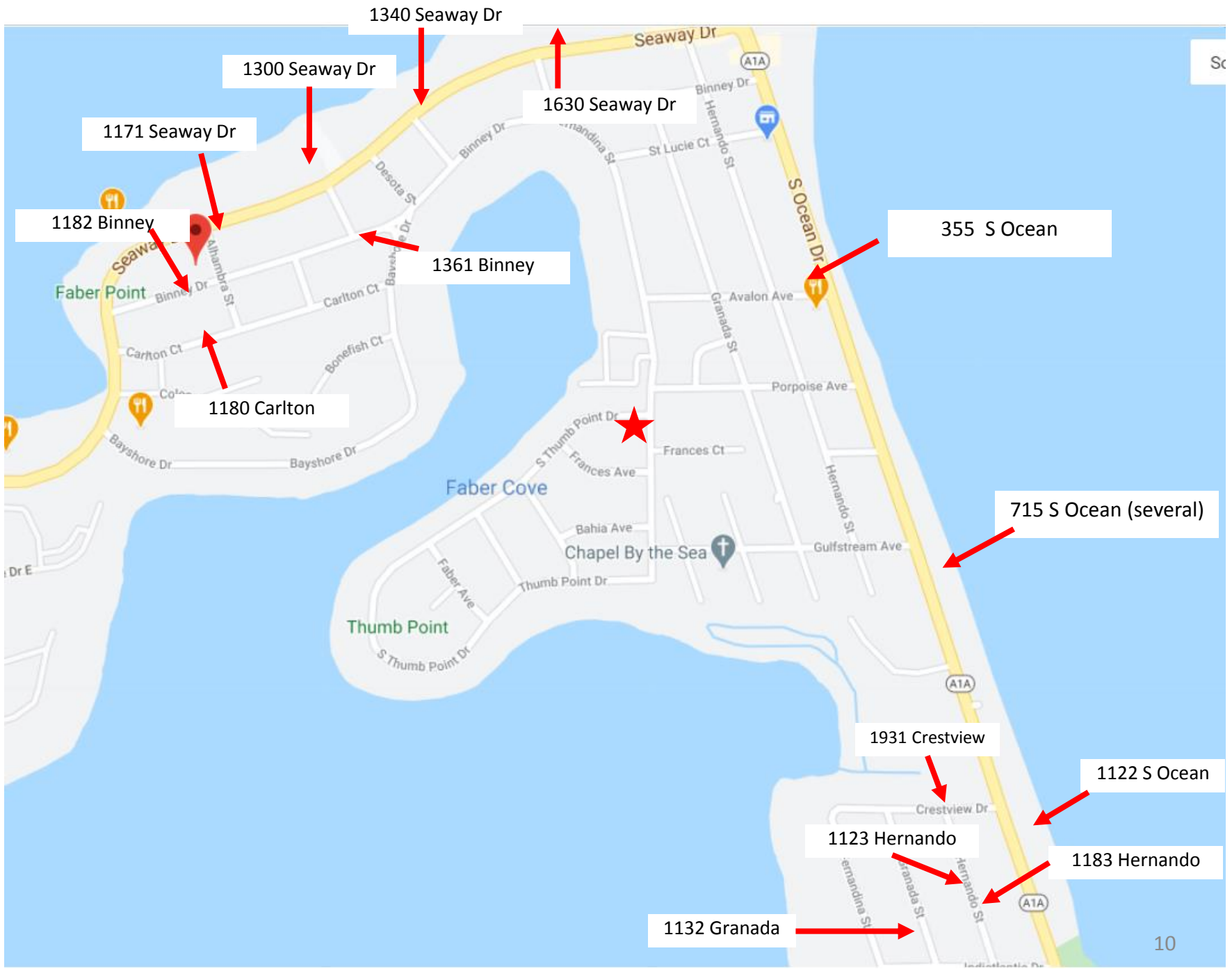
Opportunity: A higher percentage of families visited St. Lucie in April through June

Why is Thumb Point Different?

Look at conditional use permits already approved around Thumb Point

Approximately 20 approved "conditional use permits" already around Thumb Point

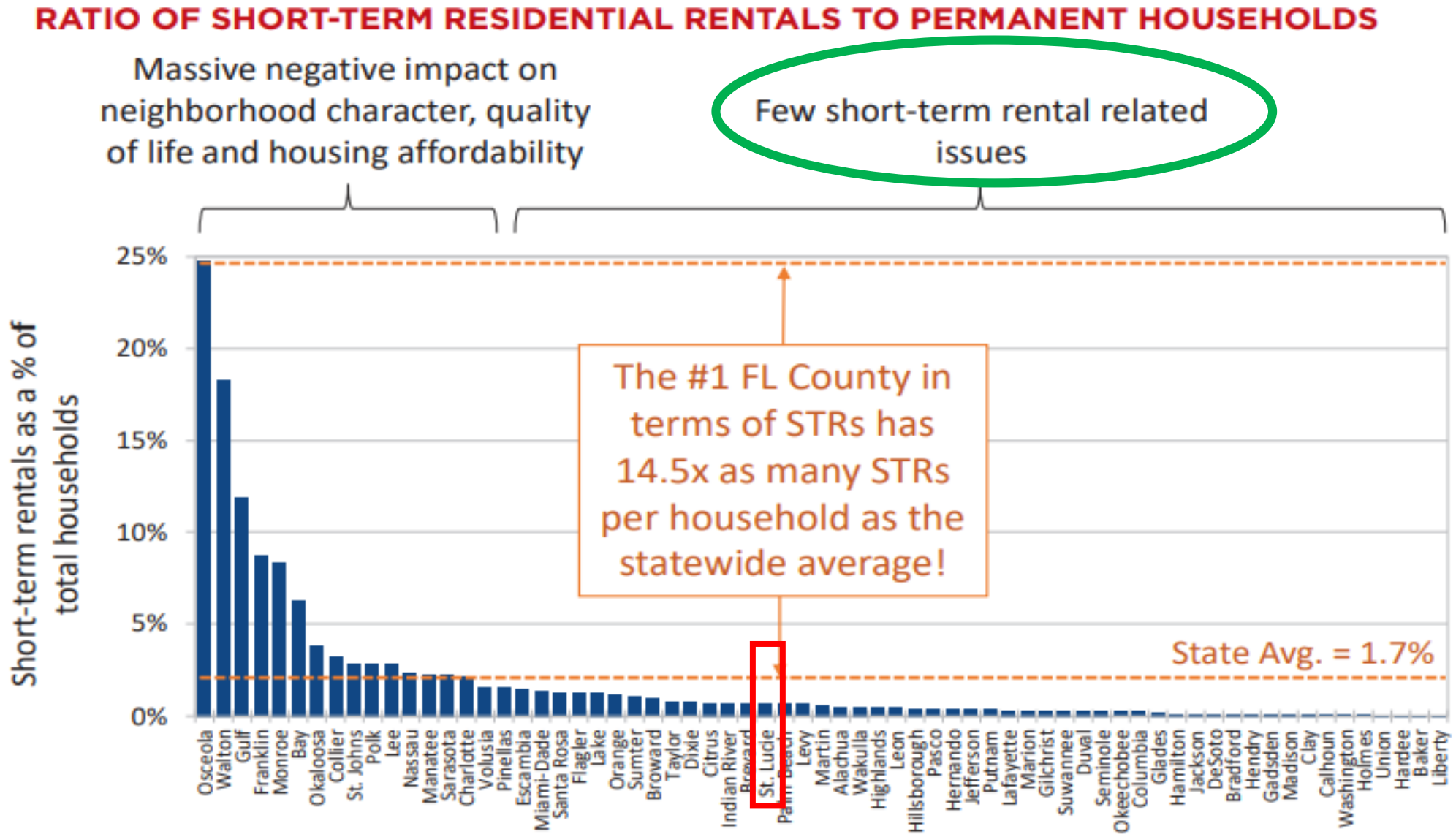
How/Why is 1577 Thumb Point Different?



Look at data from Florida League of Cities and Florida DBPR…….St Lucie County is way below State average.

Few short term rental related issues.

From Florida League of Cities
St Lucie County is well <u>below</u> state average



Source: Host Compliance; Florida Department of Business and Professional Regulation.

Commissioners were concerned with what activities guest would want to do when they visit Fort Pierce.

Look at data from St Lucie County Tourism and see what they want to do (relax, unwind, and go to beach).

Marketing Insights

Top 3 Reasons for Visiting

Claim our niche

Similar to our "stories to tell," Visit St. Lucie can claim its niche of being the:

- Gem of the Treasure Coast
- The fishing capital of Florida
- Where the wild peacocks roam the streets
- Home of the New York Mets spring training for over 30 years
- One of Florida's safest cities
- Where South Florida Flavor Meets Small Town Charm
- And more!

Visitor Activities

[1] Multiple responses permitted

Niche Marketing Opportunities

Data collected on visitor activities provides insights for niche marketing opportunities

- Cultural / Experiential – history, arts, ale trail, events
- Light Adventure – fishing, biking, kayaking, boating, SUP
- Nature / Eco
- Meetings / Conferences

Commissioners were concerned the City of Fort Pierce doesn't get any tax money from Short Term Rentals.

Look at the indirect dollars that the City does get from taxes on Short Term Rentals (source St Lucie County Tourism).

Direct Spending $520,562,200

Accommodations	$77,083,500
Restaurants	$134,740,600
Groceries	$55,751,600
Shopping	$66,792,000
Entertainment	$110,186,000
Transportation	$62,644,400
Other	$13,364,100

Return on Investment

The St. Lucie County TDC is directly responsible for $498.32[1] in visitor spending for every $1 spent on marketing activities.

[1]Source: Florida Office of Economic and Demographic Research (EDR), the research arm of the Florida Legislative

For every dollar spent on accommodations..... almost 7 dollars spent on other activities.

Spending Impact

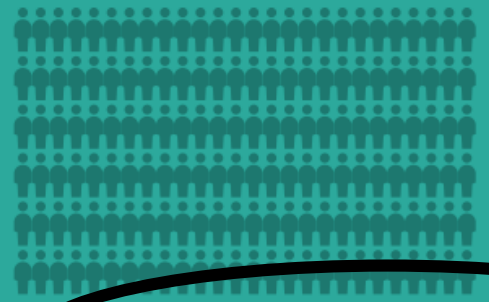
Tourism saves each St. Lucie County household $138.421 per year in local taxes.

[1]Source: Florida Department of Revenue and U.S. Census Bureau

Visitors paid $19,245,6562 in local sales taxes and property taxes.

[2]Source: Florida Department of Revenue

Visitors Create Jobs



150 Visitors to St. Lucie County = 1 Job St. Lucie County Job

Tourism created 7,965 jobs in St. Lucie County, equaling $225,763,010 in wages paid

According to the city zoning and use table this is NOT running a hotel.

It is NOT zoned to be able to run a hotel.

It is zoned to be a Dwelling Rental in a residential neighborhood.

City Zoning Information

‹ Secs. 125-160—125-186. - Reserved.

ARTICLE V. - CONDITIONAL USES ›

ARTICLE IV. - BASIC ZONING DISTRICTS

Sec. 125-187. - Allowed uses.

modified

(a) *Uses listed.* Uses listed are allowed in each zoning district in accordance with the use table.

(b) *Permitted uses.* Uses identified with a "P" in the use table are permitted in the subject zoning district provided that the uses will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.

(c) *Conditional uses.* Uses identified with a "C" in the use table are permitted in the subject zoning district, if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards and will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.

(d) *Prohibited uses.* Uses identified with a "-" in the use table are expressly prohibited.

(e) *Planned development* zone *(PD) and planned unit redevelopment* zone *(PUR).* Permitted and conditional uses are identified during the review for all proposed PD and PUR districts.

(f) *Edgartown Settlement (ES)* zoning *district.* Permitted, conditional, and accessory uses shall be allowed in the ES district consistent with section 125-197.

(g) *Use table.*

EXPAND

ZONING DISTRICT	E1	E2	E3	R1	R2	R3	R4	R4A	R5	C1	C2	C3	C4
RESIDENTIAL													
Household Living													
-Detached House	P	P	P	P	P	P	P	P	C	C	C	-	C
-Duplex	-	-	-	-	-	C	P	P	C	C	C	-	C
-Townhouse	-	-	-	-	-	C	P	P	P	C	C	-	C
-Multi-Dwelling Building	-	-	-	-	-	C	P	P	P	C	C	C	-
Overnight Accommodations													
-Bed and Breakfast	-	-	-	-	-	-	C	C	C	C	P	P	P
-Dwelling Rental	-	C	C	C	C	C	C	C	C	-	-	-	P
-Hotel/Motel	-	-	-	-	-	-	-	-	-	-	-	P	P
-Recreational Vehicle Park	-	-	-	-	-	-	-	-	-	-	-	C	-
-Resort Hotel	-	-	-	-	-	-	-	-	-	-	-	P	P

Commissioners were concerned Short Term Renters will make a lot of noise.

Fort Pierce already has noise ordinances to handle this.

City of Fort Pierce-Noise Ordinance

Sec. 26-40. - Sound level limitations.

No person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1 when measured from the real property line of the nearest receiving property, using the slow response setting unless otherwise noted. Such a sound source would constitute a noise disturbance.

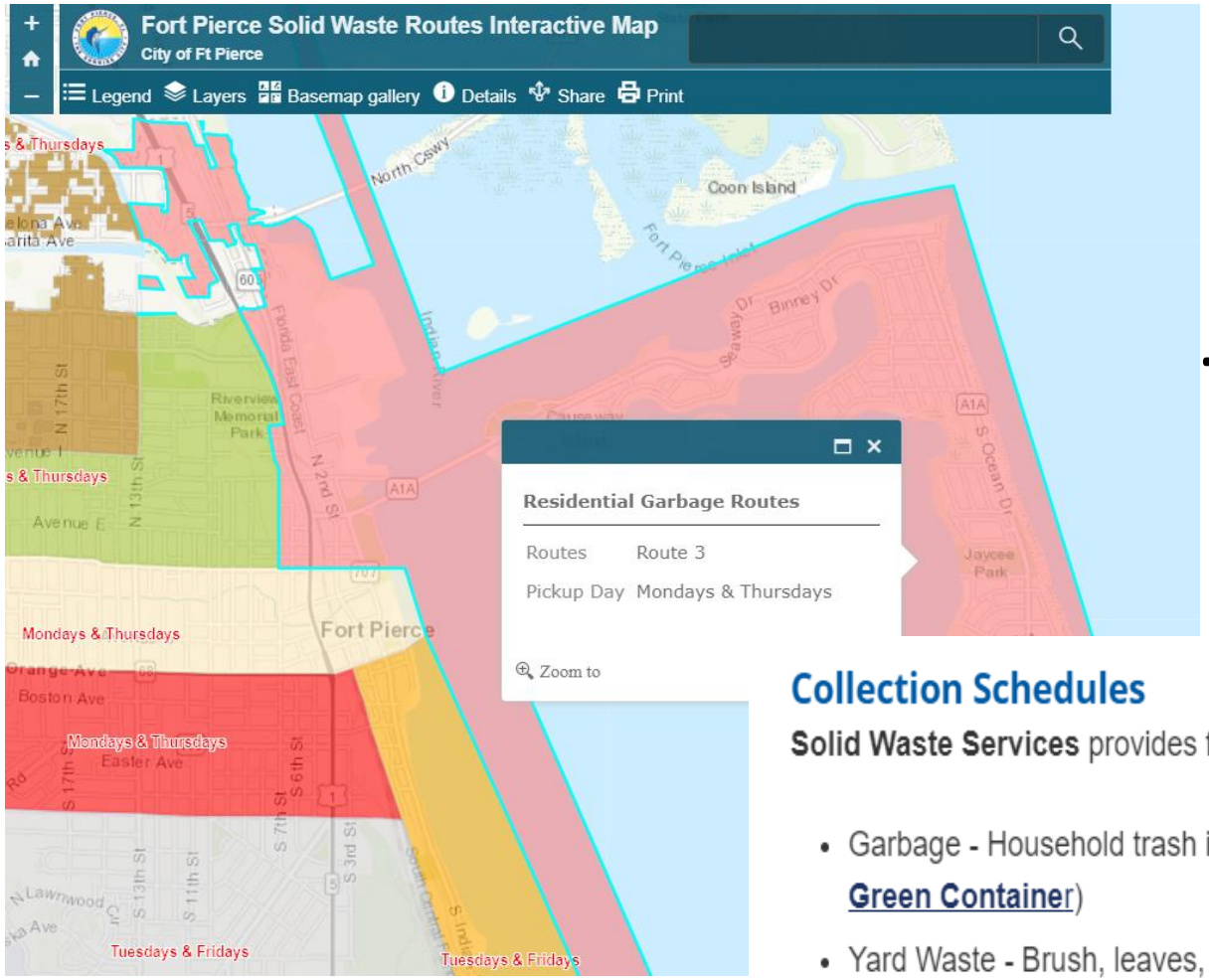
Table 1. Sound Level Limits by Receiving Property

EXPAND

Receiving Property Category	*Time*	*Sound Level Limit (dBA)*	*Sound Level Limit (dBC)*	*Sound Level Limit (dBZ)*
Residential	Monday through Saturday, 7:00 a.m.—11:00 p.m.	60	60	60
Residential	Sunday, 7:00 a.m.—1:00 p.m.	See subsection (1) of this section.	See subsection (1) of this section.	See subsection (1) of this section.
Residential	Sunday through Saturday, 11:00 p.m.—7:00 a.m.	See subsection (1) of this section.	See subsection (1) of this section.	See subsection (1) of this section.

Commissioners were concerned Short Term Renters will make a lot of trash.

Fort Pierce already has trash services (several times a week) to handle this.



On Hutchinson Island Trash Collection-Twice a week Mondays and Thursdays

Collection Schedules

Solid Waste Services provides four primary curbside collection services for:

- Garbage - Household trash includes food waste, packaging, and non-recyclable products found in your home. (Twice per week - **Green Container**)
- Yard Waste - Brush, leaves, grass clippings, small shrubs (Once per week - **Black Container**)
- Recycling - (Once per week - **Blue Container**)
- Heavy Brush and Bulky Items - Tree and shrub limbs (under 6') and trimmings (Once per week)

Eligibility for Service

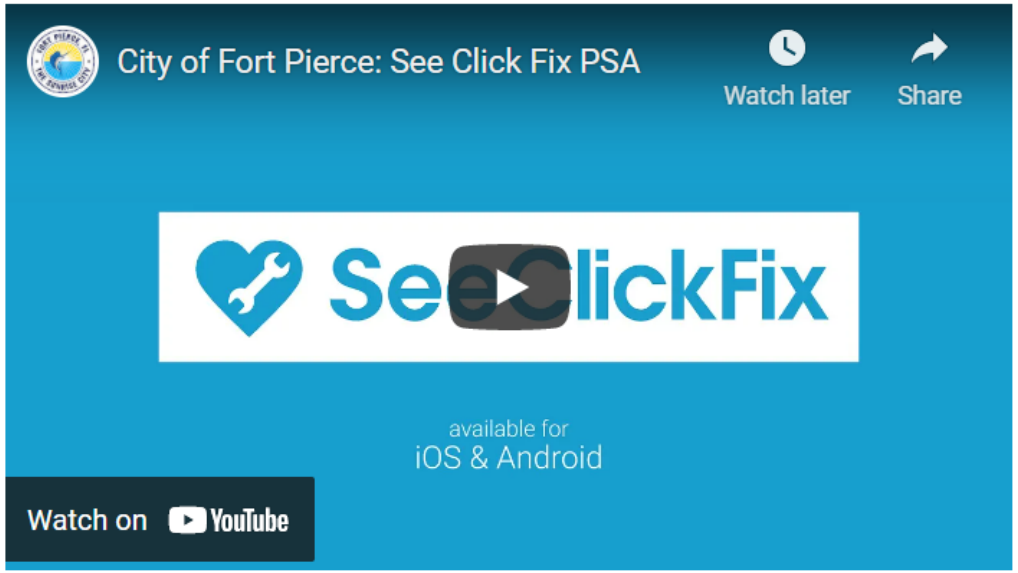
Garbage and bulk waste collection service are provided to all residential single family homes & duplexes. A Solid Waste Fee will be charged on the premises utilities bill through Fort Pierce Utilities Authority (FPUA).

Commissioners were concerned ….how will neighbors report any short term rental issues?

They will have several options.

To Report an Issue….Several Options

Report an Issue (See Click Fix)



With free SeeClickFix mobile app and web tools, Fort Pierce citizens will now be able to provide city staff with pictures, videos, specific descriptions, and more — valuable information needed to get the job done efficiently. In addition, the SeeClickFix platform provides officials with a centralized issue management system to manage issues from creation to resolution — engaging Fort Pierce citizens throughout the process.

The Fort Pierce Works mobile app is available for download on Android (http://bit.ly/1SFITP3) and iPhone (http://apple.co/1kvaEJk). In addition to the mobile app, citizens can send reports to the City of Fort Pierce's website.

Fort Pierce, FL ooo

- Property Manager Name and Contact Information on file w/Planning Department

Look at what the Florida Attorney General has ruled…. “zoning may not be used to prohibit vacation rentals”.

Florida Attorney General

Florida Attorney General
Advisory Legal Opinion

Number: AGO 2014-09
Date: November 13, 2014
Subject: Vacation Rentals -- Municipalities -- Land Use

Mr. Kerry L. Ezrol
City Attorney
City of Wilton Manors
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308

RE: VACATION RENTALS – MUNICIPALITIES – LOCAL GOVERNMENTS – LAND USE – regulation of vacation rentals by municipalities. s. 509.032, Fla. Stat.

Dear Mr. Ezrol:

You ask the following questions:

1. Does section 509.032(7)(b), Florida Statutes, permit the city to regulate the location of vacation rentals through zoning?

2. May the city prohibit vacation rentals which fail to comply with the registration and licensing requirements in section 509.241, Florida Statutes?

In sum:

1. Section 509.032(7)(b), Florida Statutes, as amended by Chapter 2014-71, Laws of Florida, allows a local government to regulate vacation rentals, but continues to preclude any local law, ordinance or regulation which would prohibit vacation rentals or restrict the duration or frequency of vacation rentals.[1] It would appear therefore, that zoning may not be used to prohibit vacation rentals in a particular area where residential use is otherwise allowed.

2. Section 509.032(1), Florida Statutes, makes the Division of Hotels and Restaurants of the Department of Business and Professional Regulation the regulatory agency for transient lodging facilities. Section 509.241(1), Florida Statutes, makes operation of such facilities without a license a misdemeanor of the second degree. The statute specifically recognizes that local law enforcement may provide immediate assistance in pursuing an illegally operating facility, but does not otherwise authorize a local government to prohibit the operation of a vacation rental without proper licensure by the state.

Question One

Section 509.032(7), Florida Statutes, as amended by Ch. 2014-71, Laws of Florida, provides:

Look at what the Florida Courts Have Ruled…. “It is the use not the frequency”.

Residential is Residential

IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

NOT FINAL UNTIL TIME EXPIRES TO FILE MOTION FOR REHEARING AND DISPOSITION THEREOF IF FILED

CASE NO. 1D16-4782

SANTA MONICA BEACH PROPERTY OWNERS ASSOCIATION, INCORPORATED, JOE BAILEY, LEW JAMES, CINDY DOOD, JANET DICK-GRACE, ADRIAN HOLMAN, JOYCE HOSKINS, JOHN HUNTER, MARK JAMISON, BARBARA RAMLOW, GARY SALTER, STEVE SANDERS, AND BOB WHITSON,

Appellants,

v.

DAVID ACORD AND WIFE, VIRGINIA ACORD, AND WILLIAM C. ALFORD,

Appellees.

_____/

Opinion filed April 28, 2017.

An appeal from the Circuit Court for I
Michael C. Overstreet, Judge.

Jeffrey P. Whitton, Panama City, for A

Robert L. Kauffman of Dunlap & Shi

properties for residential purposes: "Critically, the [Association] ha[s] not alleged that the properties are being rented for any purpose other than residential use by residential tenants. . . . [T]he fact that this use is residential in character, and not a commercial or 'business' use, is conclusively established by the fact that [the Association] repeatedly refer[s] to Florida's statute concerning 'public lodging,' lodging being an inherently residential use of a dwelling" (emphasis in original).

The trial court agreed and dismissed the complaint.[4] The court reasoned that "[t]he critical inquiry is not the duration of the tenancy, but the character of the actual use of the property by those residing thereon." Additionally, the court explained that because the proper focus is on "the actual use which is undertaken on the property," the nature of the properties' use is not transformed from residential to business simply because the properties may be subject to a regulatory scheme that requires licensure and Appellees may earn income from the rentals. Finally, the court noted that because the restrictive covenants are silent on the issue

[4] The complaint was dismissed with prejudice because, as explained in the dismissal order, "[c]ounsel for the [Association] indicated that he could not amend the Complaint to allege additional uses of the subject properties which would support the [Association's] claim of prohibited use."

Look at the steps (and reviews) the applicant has already gone through to get the conditional use permit.

Short Term Rentals/"Conditional Use" with No New Construction Permit

5 Step Process:

1. Application at www.cityoffortpierce.com
   - Needed for rentals of less than 6 months
2. Takes approximately 4 to 5 months to complete
3. Needs 50% positive vote by City Commission

Reviewed by 10 City & County Groups:

1. Engineering Department
2. Code Enforcement
3. Building Department
4. St Lucie County Fire Department
5. Fort Pierce Police Department
6. Public Works Department
7. FPUA
8. Planning Department
9. Planning Board (with public hearing)
10. City Commission (quasi judicial with public hearing)

Public Notices:

1. Written Notice to Other Homeowners within 500 Ft (after Planning Board and before City Commission)
2. Print ad/notice in Treasure Coast Newspapers
3. Sign in Yard before City Commission Meeting

Property is still subject to normal City Ordinances, Rules, and Services:

1. Animal Control
2. Nuisance and Noise Control
3. Trash Services
4. Code Enforcement

If Passed must adhere to conditions approved by City Commission Vote:

1. Registered Property Manager
2. Guide Booklets
3. FDPBR, City, County Licenses
4. FP Business Tax License On Ads
5. Parking Limitations

Collins
Fire Protection &
Life Safety Solutions, LLC

April 12, 2021

Ms. Susan Baker, Owner of Residence
1577 Thumb Point Drive
Fort Pierce FL, 34949

Re: Florida Building Code and Florida Fire Prevention Code Inspection

Dear Ms. Baker:

On April 8, 2021 I conducted a life safety and fire protection inspection in at the above referenced property to ascertain compliance with the Florida Building Code, Residential, 7th edition (FBCR) and the Florida Fire Prevention Code, 7th edition (FFPC,) as applicable. I am a licensed professional engineer with my expertise in fire protection and life safety. I have been practicing in my private sector business for three years as a fire code and building code consultant. Prior to that, I served as the Fire Chief and Fire Marshal for Palm Beach County Fire Rescue. I have been accepted as an expert witness in various civil and quasi-judicial hearings as both a citizen and as a public servant relating to fire and building code testimony.

My findings after conducting the inspection of your residence as a single family dwelling is that it is my professional engineering opinion that your home is in compliance with both the FBCR and the FFPC as it relates to fire protection and life safety for existing single family dwellings. Additionally, I believe it is important to note that your home exceeds the minimum requirements found in the FFPC specifically relating to the exemption of carbon monoxide devices. However, you have chosen to install one in the living area thereby exceeding the fire code.

Please let me know if you have any questions regarding my findings.

Sincerely,

Jeffrey P. Collins, MS, PE

JEFFREY P. COLLINS

361 Mulberry Grove Rd, Royal Palm Beach, FL 33411 (561) 723-3225
Email: jeffcollins@collinsfls.com

OBJETIVE

To document my work history and credentials.

WORK EXPERIENCE

2018-Current Collins Fire Protection and Life Safety Solutions WPB, FL

Chief Executive Officer

Owner of a small veteran owned engineering company specializing in code interpretation, fire protection system design and installations, and life safety analysis. Projects include designing fire alarm systems, fire pump, and automatic fire sprinkler systems for all occupancies identified in the Florida Building Code and Florida Fire Prevention Code. Expertise in analyzing existing buildings for compliance with the Life Safety Code, NFPA 101. Expert witness project includes MW Horticulture quasi-judicial hearing in Ft. Myers, Florida.

1996-2018 Palm Beach County Fire Rescue Palm Beach County, FL

Fire Rescue Administrator (Ret.)

Oversaw the entire daily operations of a full time carreer department with an operating budget of approximately four hundred forty million dollars. Planned and budgeted for five year capitol projections along with annual budget submittals. Negotiated and administered a collective bargaining agreement on behalf of the Board of County Commissioners. Negotiated contracts with municipalities for continued fire rescue services. Oversaw the procurement process for the purchase of engines, trucks, rescues, brush trucks, and all associated equipment and uniforms associated with running a professional fire rescue agency. Guided the replacement of capital assets, building replacements, and renovations. Planned new fire station construction projects based on growth and call volumes. Oversaw the operations of a fire prevention bureau that included plans examination, inspections, investigations, community education and drowning prevention.

1993-1996 Raleigh Fire Department Raleigh, NC

Deputy Fire Marshal

Supervised and trained newly promoted Captains assigned to the Fire Prevention Bureau. Conducted highly technical inspections of all occupancies including manufacturing plants, hospitals, high rise buildings, and warehouses. Acted as the fire department liaison to the Building Official. Worked with Operations to develop a hazardous material operational plan. Attended LEPC meetings on behalf of the department.

1985-1989 United States Army Fort Polk, LA

Sergeant (E-5)

Worked as a Russian Linguist (MOS 98-G) for four years on active duty and was honorably discharged. Attained the rank of Sergeant and was assigned as a squad leader where I trained my soldiers in the event we were deployed to battle. Maintained Russian proficiency while operating as a Russian Intelligence Voice Interceptor.

EDUCACION

2006 ***Masters of Science in Organizational Leadership***

Palm Beach Atlantic University West Palm Beach, FL

1993 ***Bachelors of Science in Fire Protection Engineering***

University of Maryland College Park, MD

CERTIFICATIONS, MEMBERSHIPS, AND COMMUNITY INVOLVEMENT

Liscense and Certifications

Professional Engineer Liscence in the State of Florida
Certified Fire Fighter State of Florida

Memberships

National Fire Protection Association
National Society of Professoinal Engineers
Florida Engineering Society member
Metro Chief Section of the National Fire Protection Association
Fire Service Section of the National Fire Protection Association

Volunteering and Community Involvement

Past Chair for the Fire Code NFPA 1 1997 - 2018
St. Mary's Medical Center Board of Governors 2012 – 2018
United Way Campaign Coordinator for Palm Beach County employees
Unerwriter's Labatory Fire Council Past Member
Fire Marshals and Inspectors Association Past President

REVISIONS

REVISIONS FOR PERMITTED PROJECTS

Received: _____ Date of Revision: 10/26/2020 Permit#: 20-3520

Number of Plans: _____ r SIGNED AND SEALED r CD

Commercial (3 Sets of Signed & Sealed Plans w/CD)
Residential: (2 Sets Signed & Sealed Plans)

Project Name: Susan Baker

Project Address: 1577 Thumb Point Dr

Contractor's Name: Brent Tree Services

Contact Person To Call: Brent or Evan Susanbak15@gmail.com

Phone #: 6099770509 Fax/Cell#: 7724757146

Detailed Description of Revision: **CHANGE IN VALUATION:** no

U-shape driveway 12"W @ apron 40"LF in distance inside the "U"

50 LF corner clearance from Fernandina; 2 culverts 12x15 d

RECEIVED
OCT 27 2020
City of Fort Pierce
Building Department

REVISIONS:

1. **Must be accompanied with a narrative of changes and/or corrections.**
2. **Must be clouded.**
3. **1ST REVISION JOB VALUE UNDER $5,000 $ 25.00 PER PAGE**
   JOB VALUE OVER $5,000 $ 50.00 PER PAGE

2ND REVISION JOB VALUE UNDER $5,000 $ 50.00 PER PAGE
JOB VALUE OVER $5,000 $100.00 PER PAGE

3RD REVISION /MORE JOB VALUE UNDER $5,000 $100.00 PER PAGE
JOB VALUE OVER $5,000 $200.00 PER PAGE

3rd REVISION OR MORE 4 TIMES PLAN REVIEW FEE ASSESSED
(IF ADDRESSING SAME DEFICIENCY/VIOLATION)

CF

CITY OF FORT PIERCE BUILDING DEPARTMENT ROUTING FORM

City of Fort Pierce
OCT 21 2020
Engineering Dept

Permit #: **20-3520**
Owner Name: BAKER, SUSAN
Property Address: 1577 THUMB POINT DR
Type of Permit: DRIVEWAY

Engineering:
Approved ☐ Approved as Noted ☐ Rejected ☒ N/A ☐

Historic:
Approved ☐ Individually Designated ☐ District ☐
Approved as Noted ☐ Rejected ☐ N/A ☐

Arch Design:
Approved ☐ Approved as Noted ☐ Rejected ☐ N/A ☐

Landscape:
Approved ☐ Approved as Noted ☐ Rejected ☐

Comments: _____

Zoning _____

Calculations (Road)

Land Use		Fee per Unit		Impact Fee
# Units _____	x	_____	=	_____
# Sq. Ft_____	x	_____	=	_____

Calculations (School, Parks, Library, Public Bldgs)

# Units _____	x	_____	=	_____
# Sq. Ft_____	x	_____	=	_____

Impact fee credits due to change of use or previously demolished buildings: $_____

Road Impact Fee: _____ Road Impact Fee: _____ Road Impact Fee: _____
School Impact Fee: _____ School Impact Fee: _____ School Impact Fee: _____
Parks Impact Fee: _____ Parks Impact Fee: _____ Parks Impact Fee: _____
Library Impact Fee: _____ Library Impact Fee: _____ Library Impact Fee: _____
Public Bldg Impact Fee: _____ Public Bldg Impact Fee: _____ Public Bldg Impact Fee: _____
Fire/ EMS Impact Fee: _____ Fire/ EMS Impact Fee: _____ Fire/ EMS Impact Fee: _____
Law Impact Fee: _____ Law Impact Fee: _____ Law Impact Fee: _____

Impact Fee Credit: _____

TOTAL IMPACT FEE: _____

PERMIT # 20-3520
PIN # 379840

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

PROJECT MANAGER
CESAR

APPLICATION FOR PERMIT TO INSTALL OR ALTER DRIVEWAYS, SIDEWALKS, CURBS & GUTTERS, CULVERTS AND SWALES OR DITCHES IN CITY RIGHT-OF-WAYS

Date: 10/19/2020

PL 75.00 DCA 2.31
RT 15.00 DBPR 3.47
FL 15
PF 156

Permit Fee: $ DUE 161.78

$12,460.00

PART I. GENERAL INFORMATION

APPLICANT'S NAME (OWNER ONLY): Susan Baker

ADDRESS: 1577 Thumb point Dr BETWEEN Thumb Point Dr AND Fernandina St

PROPERTY ADDRESS (If different from above):

TAX I.D. # Parcel # 2401 605 0105 000 0

BLOCK & LOT: BLK 7 Lot 1

PARCEL ZONING (LAND USE): ☒ Single Family ☐ Duplex

☐ Multi-Family ☐ Commercial ☐ Other: ____

PROPOSED IMPROVEMENTS:

✓ DRIVEWAY(S) ___ SIDEWALK(S) ✓ CURB & GUTTER ✓ CULVERT ___ SWALE

DRIVEWAY MATERIAL: ___ Concrete ✓ Concrete Pavers

PART II. FOR OFFICE AND INSPECTION USE ONLY

✓ DRIVEWAY 0 SIDEWALK ✓ CULVERT ✓ SWALE 0 CURB/GUTTER

___ CUT ___ REPLACEMENT ___ NEW DRIVEWAY: Length ___ Ft., Width 12 Ft.

CULVERT: Diameter 15 Inches. Length ___ Ft. DRVEWAY: Thickness: ___ Inches

DRIVEWAY LOCATION APPROVED BY: E Mon DATE: 11-4-20

CULVERT(OR SWALE) REQ: ____

DRIVEWAY INSPECTION BY: ____ DRIVEWAY ACCEPTED BY: ____ DATE: ____

Scanned with CamScanner

PART III. UTILITIES

It is the responsibility of the Applicant to contact all utility companies, as required, prior to start of construction, any conflict that may exist between utilities and the proposed improvements must be approved and cleared prior to construction.

PART IV. STATEMENT FROM APPLICANT

I (We) Susan Baker the Undersigned, after reading and understanding Section 32-9 and Section 125-316 of the City's Code of Ordinances, both attached to the application, and the attached "Driveway Location Sketch", hereby requests a permit to construct the improvements stated above and agrees to comply with the City of Fort Pierce Code and the Standard Specifications and Details. I (We) have been made aware that, if the permit is issued, the City Inspector must be contacted at (772) 467-3782, at lease forty eight (48) hours in advance to schedule the required inspections. Any type of construction completed prior to the issuance of permit will be at Owner's risk that installation may not be approved by City Engineer or Designee and removed at Owner's expense.

BY: Susan Baker BY: _____

Applicant (Owner) Engineer/or Contractor

DATE: 10/19/20 PHONE: 3059924416 DATE: _____ PHONE: _____

ADDRESS: 1577 thumb part Dr ADDRESS: _____

APPLICATION APPROVED BY: _____ DATE: 11/4/20

City Engineer

PERMIT APPROVED BY: _____ DATE: 11/5/20

(If applicable) Building ~~Official~~ Reviewer

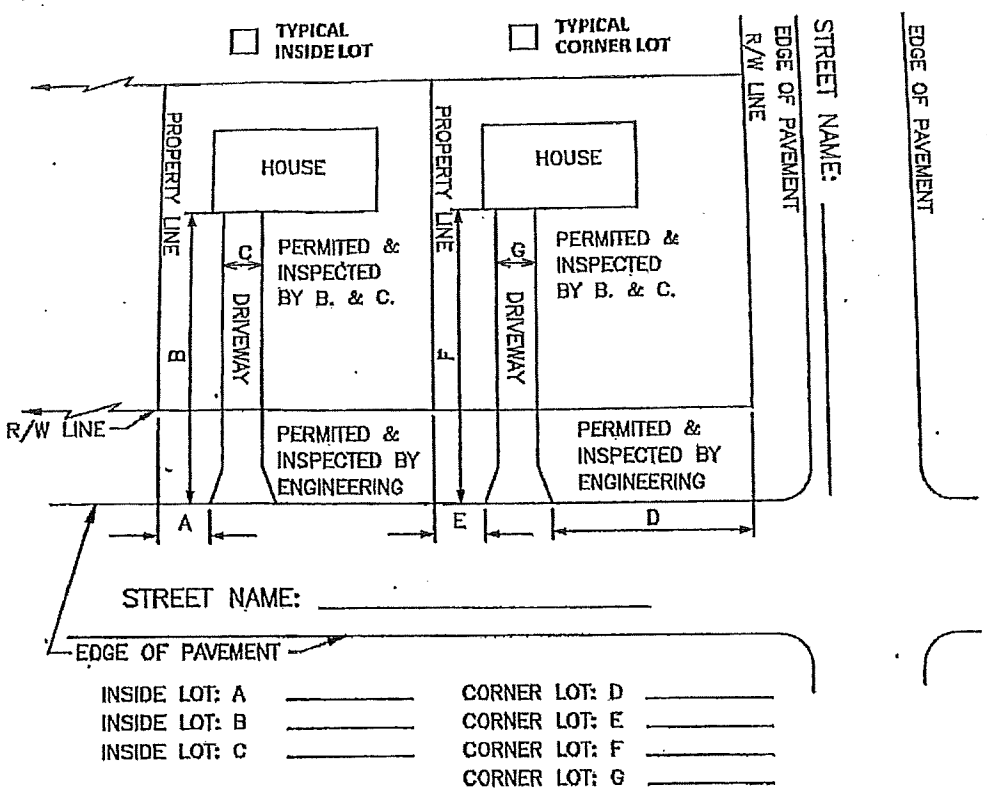
Original Permit to Applicant

Copy of Permit to Engineering Department

Scanned with CamScanner

DRIVEWAY LOCATION SKETCH

- (Sketch attached)



INSIDE LOT: A _____
INSIDE LOT: B _____
INSIDE LOT: C _____

CORNER LOT: D _____
CORNER LOT: E _____
CORNER LOT: F _____
CORNER LOT: G _____

ALL DIMENSIONS ABOVE ARE OBTAINED USING LOT PROPERTY LINES

Name of Applicant: Susan Baker (Print) Signed: _____ (Applicant) Date: 10/19/2020

FORT PIERCE UTILITIES AUTHORITY USE ONLY

☐ **UTILITY CONFLICTS(S)**

☐ **SEWER** ☐ **ELECTRICAL**

☐ **WATER** ☐ **GAS** ☐ **OTHER** _____

The proposed driveway or improvement location and lay-out does (does not) meet the Fort Pierce Utilities Authority requirements. However, the proposed improvements and lay-out may be acceptable with the following modifications:

_____

_____

_____

_____

_____

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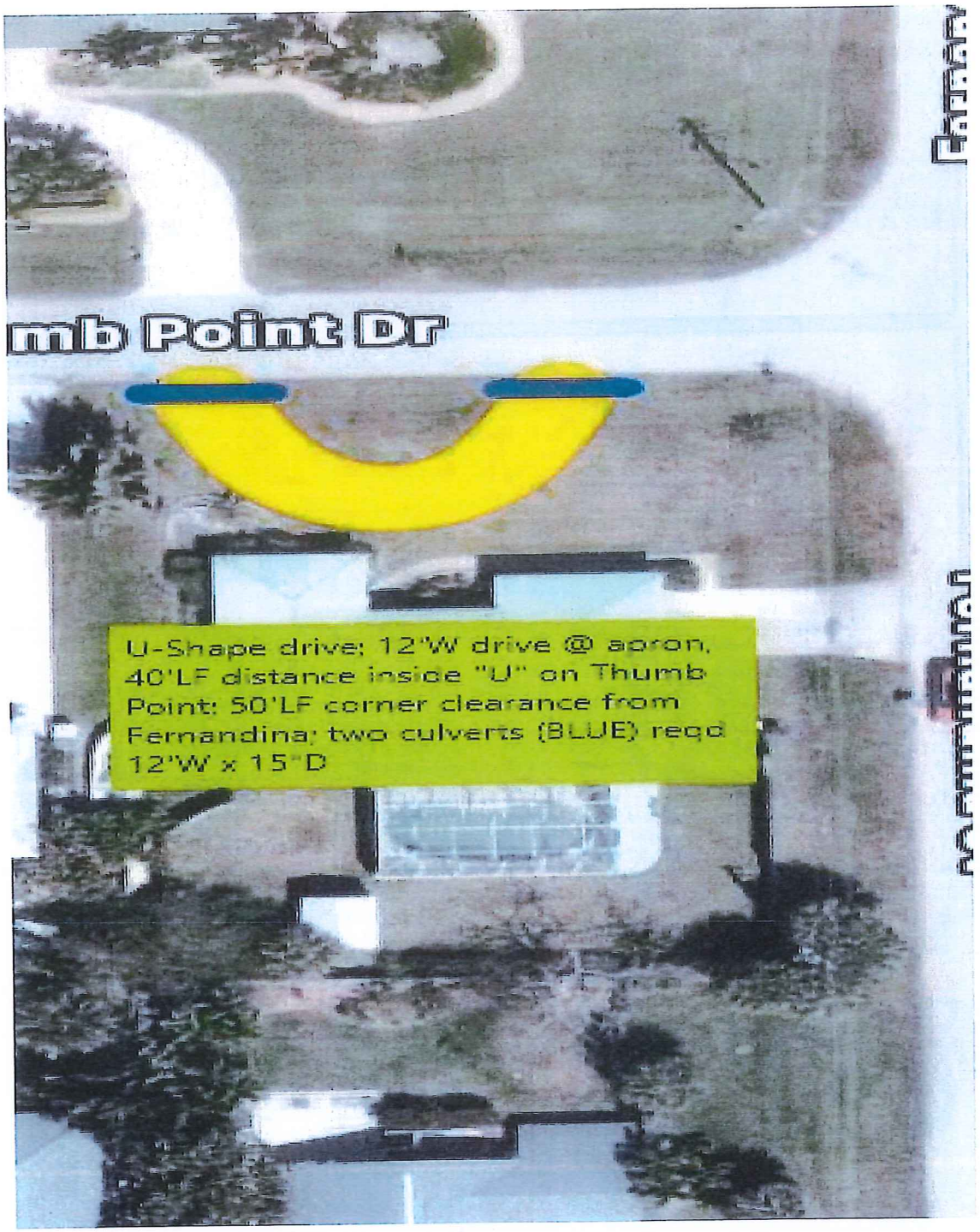
REVISIONS



"REVIEWED FOR CODE COMPLIANCE"

A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code inadvertently overlooked during plan review as outlined in Chapter 1 Section 105.4 of the Florida Building Code. All proposed work is subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes.

These plans and all proposed work are subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes.

Brent's Tree Service & Landscape Design

772-475-7146 | brentstreeserviceld@gmail.com | www.brentstreeserviceld.com

RECIPIENT:

Susan Baker
1577 Thumb Point Drive
Fort Pierce, Florida 34949

Quote #71

Sent on Oct 15, 2020

Total $12,460.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
U-Shape Driveway ~ 1120 sqft @ $8 /sqft	Center 105' LF @ 9.5' W Concrete Paver driveway. Prep area for drive, layout, compacted road base, leveling sand, joint sand brushed. ($8/sqft for basic concrete paver options, pattern & colors)	1	$8,960.00	$8,960.00
Paver Materials & Concrete Footers	#57 Road Base, Coarse Crushed Coquina base, leveling sand - delivery of all materials to site. Concrete footers included to maintain paver field integrity to prevent spreading.	1	$1,100.00	$1,100.00
Culvert Installation	Concrete culvert header installation with 15" regulation culvert piping underneath each end at street apron	4	$400.00	$1,600.00
Permit Application Signature		1	$150.00	$150.00
Existing Driveway Addition	Create 3' x 25' addition to R side of driveway. ~75 sqft same concrete pavers as proposed U-Shape driveway. Concrete footers, base materials included	1	$650.00	$650.00

Total $12,460.00

This quote is valid for the next 30 days, after which values may be subject to change.

Submission of Sworn Public Comment for Public Hearings Legislative and Quasi-Judicial

The asterisk denotes a required field in order for the comments to be submitted for consideration.

Your name*

Prefix	First Name	Last Name
Mrs	Sally	Griffith

Your address*

Street Address	City
1510 Thumb Point Drive	Fort Pierce

Meeting Date*

April 19, 2021

Agenda Item*

#12.c.

Contact Information

Email	Phone
dwsallyg@bellsouth.net	7724670095

Comments at public hearings are limited to **three minutes** per speaker. The decorum policy of the Commission shall apply to all comments, either oral or written, pursuant to Sec. 2-35 of the Fort Pierce Code of Ordinances. Comments read into the record by the City Clerk will be limited to three minutes. Email completed form to: lcox@cityoffortpierce.com

TESTIMONY/COMMENTS*

My husband bought our home at 1510 Thumb Point Drive 45 years ago. All this time, we have enjoyed our single family home in a safe and peaceful community. Now, we must defend our rights, as long term property owners and residents of South Hutchinson Island, FL, against new investors in short term house rentals on our island.

We believe that the current short term rental request for the property at 1577 Thumb Point Drive, Fort Pierce, FL would have a negative effect on our way of life and the general welfare of the neighbors and neighborhood of Thumb Point, Fort Pierce, FL.

I swear or affirm, under oath, that the statement herein is the truth, the whole truth and nothing but the truth. Please note that this form cannot be submitted using Chrome; you must save and email or use a different browser.

Sally S Griffith

Signature

Save and Print Submit

TESTIMONY/COMMENTS (continued)

A specific concern is the owner's interest in our neighborhood and their Intentions for this house, since she applied for homestead exemption. At the time of purchase, I never saw the owner nor any family, even though I walked by this house every morning and afternoon in November and December 2020. I did see as many as 8 cars, always different, parked in the driveway and in the grass on Fernandina Street. Since then, a circular driveway has since been installed, allowing for many more cars to visit this 1733 square foot house.

Our general concerns are having too many cars at the intersection of Thumb Point and Fernandina, not having a property manager on the premises, having adequate insurance to protect neighbors from unforeseen occurrences, having unlicensed, unvaccinated, or unruly dogs and having no sidewalks and narrow streets on Thumb Point Drive and Fernandina Street.

We are asking you to please deny this request.

Submitted Wed 3/10/21

Submission of Sworn Public Comment for Public Hearings Legislative and Quasi-Judicial

The asterisk denotes a required field in order for the comments to be submitted for consideration.

Your name*

Prefix	First Name	Last Name
	Shawn	Dufault

Your address*

Street Address	City
1138 Hernando St	Fort Pierce

Meeting Date*

3-15-21

Agenda Item*

Conditional Use Baker

Contact Information

Email	Phone
sdufault20@gmail.com	772-468-0698

Comments at public hearings are limited to **three minutes** per speaker. The decorum policy of the Commission shall apply to all comments, either oral or written, pursuant to Sec. 2-35 of the Fort Pierce Code of Ordinances. Comments read into the record by the City Clerk will be limited to three minutes. Email completed form to: lcox@cityoffortpierce.com

TESTIMONY/COMMENTS*

I am in favor of the Conditional Use Permit for 1577 Thumb Point Drive. I own around the corner on Tradewinds, a few houses outside the 500ft radius. I also own a permitted rental that I advertise. My renters are high end individuals that can afford to rent at my fees. I hav had anyone I would not rent to again and I am very particular. There is no damage inside or out, no parties but rather respectful people who love getting to know the area or are working here temporarily, such as, doctors and nurses. A few have decided to buy Having a minimum of 2 days as opposed to 30 days allows one to actually rent February as a monthly rental. It does not mean she is going to rent out every weekend of the year. She obviously doesn't want her beautiful property destroyed. It takes a lot of time and work to rent successfully and keep property in mint condition.

I swear or affirm, under oath, that the statement herein is the truth, the whole truth and nothing but the truth. Please note that this form cannot be submitted using Chrome; you must save and email or use a different browser.

Shawn Dufault

Signature

Save and Print | Submit

3/16/21
Did not receive via email

Submission of Sworn Public Comment for Public Hearings Legislative and Quasi-Judicial

The asterisk denotes a required field in order for the comments to be submitted for consideration.

Your name*

Prefix	First Name	Last Name
	Mike	Nole

Your address*

Street Address	City
1147 Hernando St Apt A	Fort Pierce

Meeting Date*

4/19/2021

Agenda Item*

12.c

Contact Information

Email	Phone
misterjnole@hotmail.com	772-971-6363

Comments at public hearings are limited to **three minutes** per speaker. The decorum policy of the Commission shall apply to all comments, either oral or written, pursuant to Sec. 2-35 of the Fort Pierce Code of Ordinances. Comments read into the record by the City Clerk will be limited to three minutes. Email completed form to: lcox@cityoffortpierce.com

TESTIMONY/COMMENTS*

Short term rentals offer more security than do our hotels. Air B n B perform a background check and a rental history. Home owners will have the opportunity to screen renters and questions before entering an agreement. These rentals will be utilized by families looking to expolore our area and vistit love ones currently here.

Air b n b rentals are much cleaner and offer a more unique experience than hotels. Both partners have incentive to follow the rules and take exceptional care of the property.

I swear or affirm, under oath, that the statement herein is the truth, the whole truth and nothing but the truth. Please note that this form cannot be submitted using Chrome; you must save and email or use a different browser.

Mike Nole

Signature

Save and Print Submit

Submission of Sworn Public Comment for Public Hearings Legislative and Quasi-Judicial

The asterisk denotes a required field in order for the comments to be submitted for consideration.

Your name*

Prefix	First Name	Last Name
	Gary	Hickman

Your address*

Street Address	City
1560 Thumb Point Drive	Fort Pierce

Meeting Date*

04/19/2021

Agenda Item*

Conditional Use 1577 Thumb Point Drive

Contact Information

Email	Phone
thompsonlk@comcast.net	772-332-0233

Comments at public hearings are limited to **three minutes** per speaker. The decorum policy of the Commission shall apply to all comments, either oral or written, pursuant to Sec. 2-35 of the Fort Pierce Code of Ordinances. Comments read into the record by the City Clerk will be limited to three minutes. Email completed form to: lcox@cityoffortpierce.com

TESTIMONY/COMMENTS*

Our opinions regarding issuing conditional use variance to the owners of 1577 Thumb Point Drive for rental periods less than 3-months has not changed since the March 15 public hearing. We are opposed to issuing such variance. We further believe vacation rental of 30 days or less is totally unacceptable.

The Thumb Point neighborhood is largely a community of retired individuals with younger families moving in. This is the case because the area is a quiet, safe place for older people to live. This same safety factor allows children a good place to grow up.

I swear or affirm, under oath, that the statement herein is the truth, the whole truth and nothing but the truth. Please note that this form cannot be submitted using Chrome; you must save and email or use a different browser.

Gary L Hickman

Signature Loraine Thompson

Save and Print Submit

TESTIMONY/COMMENTS (continued)

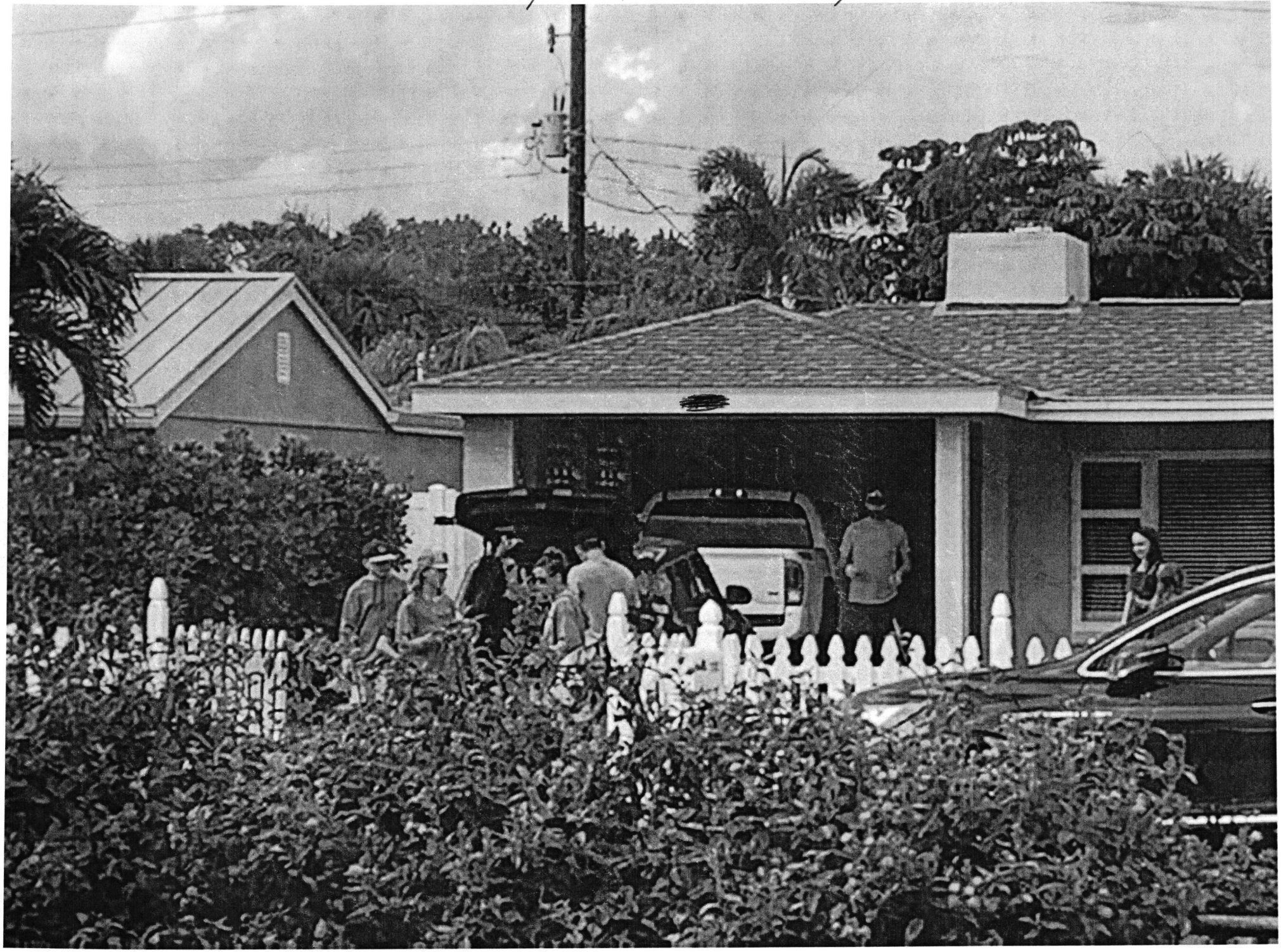
This is no place to introduce short-term vacation rentals. We believe such rentals would change the nature of the neighborhood. They may well compromise the welfare of the older, more vulnerable, population as well as the younger generation both in terms of health (diseases and/or attacks from animals brought with renters) and safety from more vehicles with no allegience to the community and therefore no regard to speed limits or safe driving/parking. The neighborhood roads are used extensively by residents for walking, running and bicycling and the increased traffic will create more safety issues.

As we stated before, the property at 1577 Thumb Point Drive introduces visitors and residents to the Thumb Point neighborhood. It gives a first impression and as such should not have an overflow of people and vehicles that change every few days.

For reasons of neighborhood security, traffic congestion, annoying behaviour and precedent, we are adamantly opposed. Please do not allow a variance for short term rental.

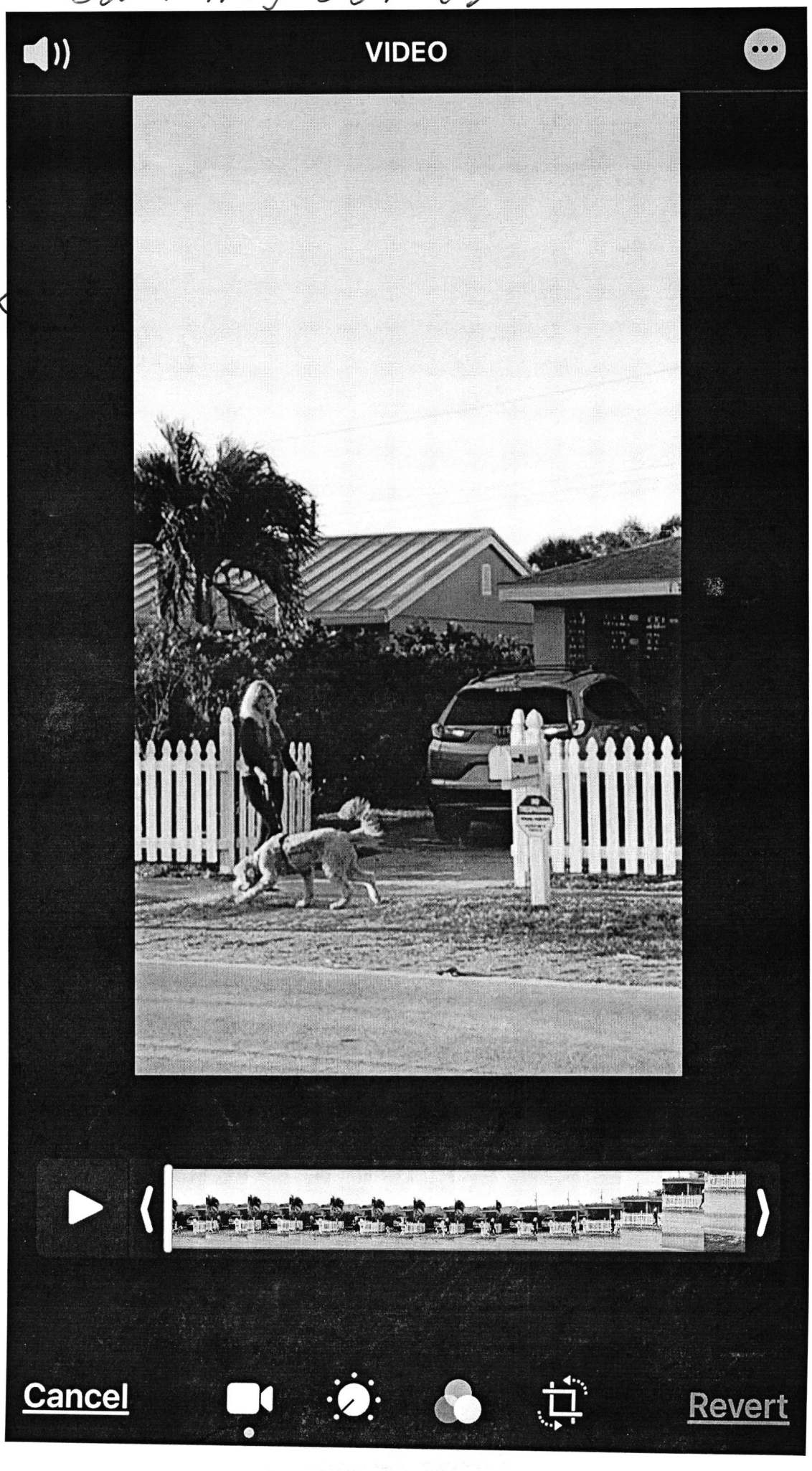
Group of 20-22 9 vehicles

Part of Group of 20-22 party 9 vehicles



Backing out (1)

Safety Issue to people using sidewalk



BACKING OUT (2)

3 cars

3 vehicles

exceeds ordinance.

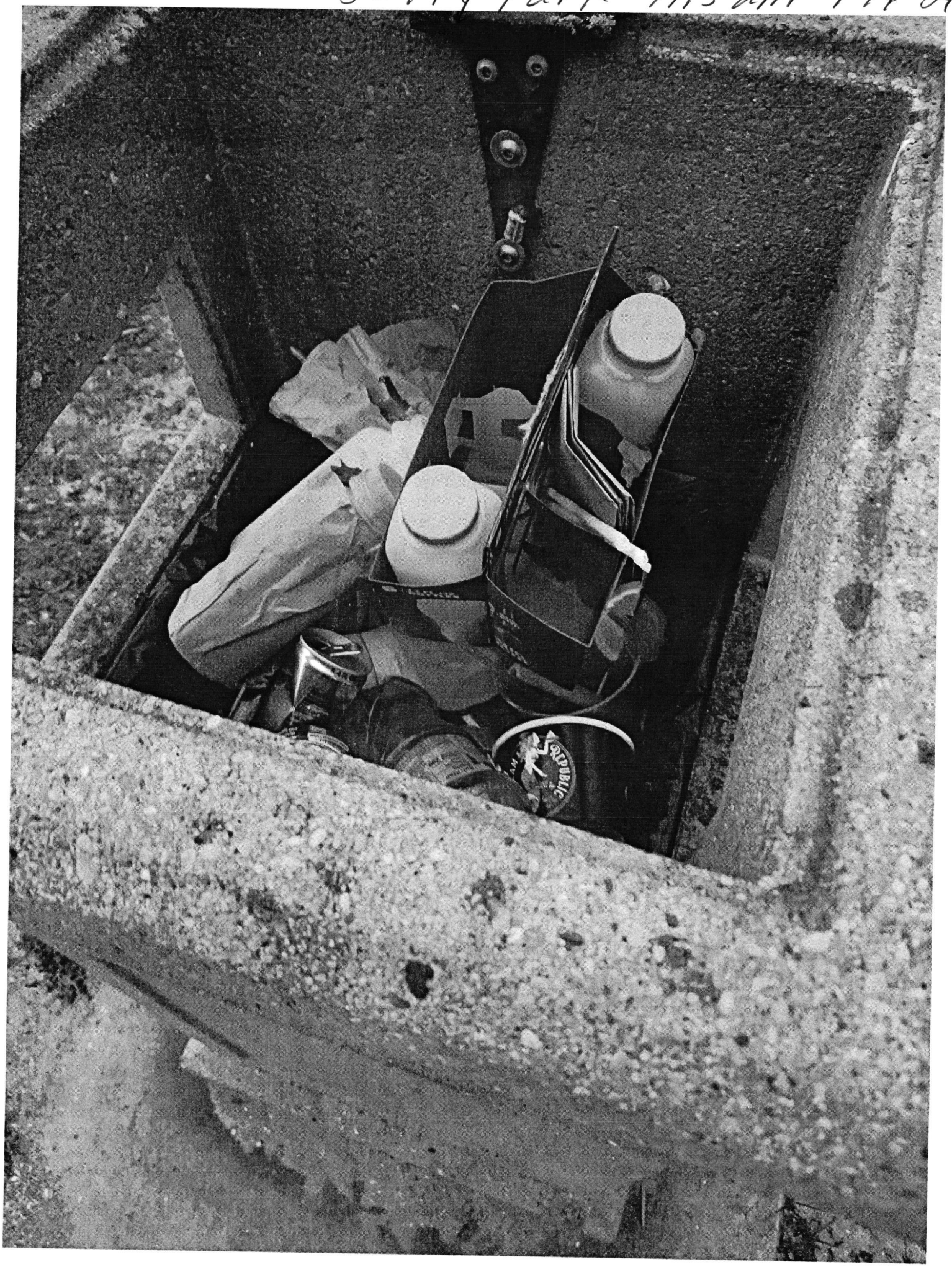
3 cars VISIBLE - 20 people

Parked across sidewalk all night

Safety issue.

3 cars - 1 on front lawn

Jetty Park this am 4-19-2



"Rum Runner" Trash at Jetty Park
4-19-21

City Commission Regular Meeting - 6:00 pm **13. c.**

Meeting Date: 05/03/2021

Re: Sale of Surplus Property - Cortez Boulevard

Submitted For: Shyanne Harnage, Communications + Economic Development Manager, City Manager

SUBJECT:

Resolution 22-R20 authorizing the sale of surplus property on Cortez Boulevard (parcel ID: 2421-500-0060-000-2) to the successful bidder, Miguel Aguilar.

SUMMARY:

Staff seeks City Commission Board approval for the sale of surplus property known as lots 48 and 50 of Maravilla Subdivision on Cortez Boulevard to Miguel Aguilar whose address is 1508 Cortez Boulevard, Fort Pierce, Florida 34982 in the amount of $51,000.00 was determined by the City to be the highest bid for the property.

Cortez Boulevard Property History:

- On September 21, 2020 the City Commission declared the property as surplus.
- On December 4, 2020 and December 11, 2020 the City published a notice in the newspaper inviting proposals (bids) from prive redevelopers or any persons interested in redeveloping the property.
- On January 5, 2021 the Planning Board reviewed the proposals and based on staff's evaluation recommended that the bid be awarded to the higest ranked respondent, Miguel Aguilar.
- On March 1, 2021, the City Commission awarded bid number 2021-012 to Miguel Aguilar.

RECOMMENDATION:

Approval of Resolution 21-R20

ALTERNATIVES:

Amend or deny resolution

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Planning Board
City Clerk
City Attorney

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2021
Account:
Amount: $51,000
FISCAL IMPACT:

Attachments

Resolution 21-R20

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/27/2021 06:58 PM
Finance Department	Johnna Morris	04/28/2021 11:19 AM
City Manager	Nick Mimms	04/28/2021 02:15 PM
Form Started By: Shyanne Harnage		Started On: 04/19/2021 07:04 PM
Final Approval Date: 04/28/2021		

RESOLUTION NO. 21-R20

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS **LOTS 48 AND 50 OF MARAVILLA SUBDIVISION ON CORTEZ BOULEVARD**, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida ("City"), has made the following determinations:

1. City is the fee simple titleholder of real property commonly known as lots 48 and 50 of Maravilla subdivision on Cortez Boulevard, Fort Pierce, Florida (the "Real Property").

2. At a meeting of City Commission held on September 21, 2020, the City Commission declared the Real Property to be unnecessary for its public purposes and that its disposal is in the best interest of the public.

4. On December 4, 2020 and December 11, 2020, the City caused to be published in the St. Lucie News Tribune, a newspaper of general circulation in Fort Pierce, Florida, a notice identifying the Real Property and inviting proposals (bids) from private redevelopers or any persons interested in undertaking to redevelop or rehabilitate the Property. The Notice stated that bids must be made by those interested on or before 3:00 p.m. on Tuesday, January 5, 2021 and included general conditions, instructions and information for the proposer, and that such further information as is available may be obtained at such office as is designated in the Notice (the "Bid Package").

5. On January 5, 2021 the bid period closed, and all bids received by City were thereafter reviewed by the Planning Board and City Commission. Bid No. 2021-012 submitted by Miguel Aguliar, whose address is 1508 Cortez Boulevard, Fort Pierce, Florida 34982 (the "Successful Bidder") in the amount of Fifty-One Thousand and no/100 Dollars ($51,000.00) ("Transfer Consideration") was determined by the City to be the highest bid for the Real Property.

6. The best interests of the public will be served by (i) approving that transfer of the Real Property to the Successful Bidder for the Transfer Consideration; (ii) authorizing closing of the transfer of the Real Property (the "Closing"), including execution and delivery of a deed conveying the Real Property to the Successful Bidder, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and (iii) authorizing the officers, attorneys, and other agents of the City of Fort Pierce to do all things necessary to carry out the transactions contemplated by this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

1. **Determination that Transfer is in Best Interest of City and Public**. The transfer of the Real Property to the Successful Bidder for the Transfer Consideration and as otherwise provided herein is in the best interests of the public.

2. **Approval of Transfer of Real Property to the Successful Bidder; Conditions**. The transfer of the Real Property to the Successful Bidder, including execution and delivery of a quitclaim deed conveying the Real Property, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes. The receipt of the Transfer Consideration by authorized officers and agents of the City at the scheduled Closing of the transaction contemplated hereby shall be conclusive proof of the satisfaction of such terms, conditions and contingencies, if any, without further action by the City.

3. **Execution of the Quitclaim Deed to Successful Bidder**. The Mayor and the City Manager or any one of them, are hereby authorized execute the quitclaim deed conveying the City's interest in the Real Property to the Successful Bidder.

4. **Authorization and Direction for Officers to Act**. Members of the City, the City Manager, officers, attorneys, and other agents of City are hereby authorized and directed to do all acts and things required of them by this Resolution for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of the City is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated under this Resolution including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extend of this Resolution.

5. **Effective Date**. This Resolution shall become effective immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of May 2021.

_____
LINDA HUDSON, Mayor

ATTEST

_____
LINDA W. COX, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

_____
PETER J. SWEENEY,
City Attorney

City Commission Regular Meeting - 6:00 pm **13. d.**

Meeting Date: 05/03/2021

Re: Sale of Surplus Property - S. 11th Street

Submitted For: Shyanne Harnage, Communications + Economic Development Manager, City Manager

SUBJECT:

Resolution 21-R21 authorizing the sale of surplus property on South 11th Street to the successful bidder, KIB Construction Corp.

SUMMARY:

Staff seeks City Commission Board approval for the sale of Lot 1 and north half of Lot 2 of Richard's Subdivision, Block B, on South 11th Street to KIB Construction Corp whose address is 1232 S.W. Abacus Avenue, Port St. Lucie, Florida 34953 in the amount of $8,000.00 as determined by the City to be the highest bid for the property.

South 11th Street Property History:

- On September 21, 2020 the City Commission declared the property as surplus.
- On December 4, 2020 and December 11, 2020 the City published a notice in the newspaper inviting proposals (bids) from prive redevelopers or any persons interested in redeveloping the property.
- On January 5, 2021 the Planning Board reviewed the proposals and based on staff's evaluation recommended that the bid be awarded to the higest ranked respondent, KIB Construction Corp.
- On March 1, 2021, the City Commission awarded bid number 2021-014 to KIB Construction Corp.

RECOMMENDATION:

Approve Resolution 21-R21

ALTERNATIVES:

Amend or deny resolution

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Planning Board
City Clerk
City Attorney

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2021
Account:
Amount: $11,000
FISCAL IMPACT:

Attachments

Resolution 21-R21

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/27/2021 06:58 PM
Finance Department	Johnna Morris	04/28/2021 11:19 AM
City Manager	Nick Mimms	04/28/2021 02:15 PM

Form Started By: Shyanne Harnage Started On: 04/19/2021 07:12 PM
Final Approval Date: 04/28/2021

RESOLUTION NO. 21-R21

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS **LOT 1 AND NORTH HALF OF LOT 2 OF RICHARD'S SUBDIVISION, BLOCK B, ON SOUTH 11TH STREET**, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida ("City"), has made the following determinations:

1. City is the fee simple titleholder of real property commonly known 1207 Avenue L, Fort Pierce, Florida (the "Real Property").

2. At a meeting of City Commission held on September 21, 2020, the City Commission declared the Real Property to be unnecessary for its public purposes and that its disposal is in the best interest of the public.

4. On December 4, 2020 and December 11, 2020, the City caused to be published in the St. Lucie News Tribune, a newspaper of general circulation in Fort Pierce, Florida, a notice identifying the Real Property and inviting proposals (bids) from private redevelopers or any persons interested in undertaking to redevelop or rehabilitate the Property. The Notice stated that bids must be made by those interested on or before 4:00 p.m. on Tuesday, January 5, 2021 and included general conditions, instructions, and information for the proposer, and that such further information as is available may be obtained at such office as is designated in the Notice (the "Bid Package").

5. On January 5, 2021 the bid period closed, and all bids received by City were thereafter reviewed by the Planning Board and City Commission. Bid No. 2021-014 submitted by KIB Construction Corp, whose address is 1232 S.W. Abacus Avenue, Port St. Lucie, Florida 34953 (the "Successful Bidder") in the amount of Eight Thousand and no/100 Dollars ($8,000.00) ("Transfer Consideration") was determined by the City to be the highest bid for the Real Property.

6. The best interests of the public will be served by (i) approving that transfer of the Real Property to the Successful Bidder for the Transfer Consideration; (ii) authorizing closing of the transfer of the Real Property (the "Closing"), including execution and delivery of a deed conveying the Real Property to the Successful Bidder, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property may revert to City in the event the Successful Bidder should fail to pour a foundation for residential construction on the Property within two (2) years from the date of such conveyance, upon satisfaction of all conditions of the transaction, and (iii) authorizing the officers, attorneys, and other agents of the City of Fort Pierce to do all things necessary to carry out the transactions contemplated by this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

1. **Determination that Transfer is in Best Interest of City and Public**. The transfer of the Real Property to the Successful Bidder for the Transfer Consideration and as otherwise provided herein is in the best interests of the public.

2. **Approval of Transfer of Real Property to the Successful Bidder; Conditions**. The transfer of the Real Property to the Successful Bidder, including execution and delivery of a quitclaim deed conveying the Real Property, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property may revert to the City in the event the Successful Bidder should fail to pour a foundation for residential construction on the Property within two (2) years from the date of such conveyance, be, and it is hereby approved, subject to the terms, conditions and contingencies, if any, set forth in the Bid Package. The receipt of the Transfer Consideration by authorized officers and agents of the City at the scheduled Closing of the transaction contemplated hereby shall be conclusive proof of the satisfaction of such terms, conditions and contingencies, if any, without further action by the City.

3. **Execution of the Quitclaim Deed to Successful Bidder**. The Mayor and the City Manager or any one of them, are hereby authorized execute the quitclaim deed conveying the City's interest in the Real Property to the Successful Bidder.

4. **Authorization and Direction for Officers to Act**. Members of the City, the City Manager, officers, attorneys, and other agents of City are hereby authorized and directed to do all acts and things required of them by this Resolution for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of the City is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated under this Resolution including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extend of this Resolution.

5. **Effective Date**. This Resolution shall become effective immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of May 2021.

_____
LINDA HUDSON, Mayor

ATTEST

_____
LINDA W. COX, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

_____
PETER J. SWEENEY,
City Attorney

Lot 1 and north half of lot 2 of Richard's Subdivision, Block B, on South 11th Street

City Commission Regular Meeting - 6:00 pm **13. e.**

Meeting Date: 05/03/2021

Re: Sale of Surplus Property - 1207 Avenue L

Submitted For: Shyanne Harnage, Communications + Economic Development Manager, City Manager

SUBJECT:

Resolution 21-R22 authorizing the sale of 1207 Avenue L to the successful bidder, Team Facey Real Estate, LLC.

SUMMARY:

Staff seeks City Commission Board approval for the sale of 1207 Avenue L, Fort Pierce, to Team Facey Real Estate whose address is 2833 S.W. Brighton Street, Port St. Lucie, Florida 34953 in the amount of $39,900.00 as determined by the City of Fort Pierce to be the highest bid for the property.

1207 Avenue L Property History:

- On September 21, 2020 the City Commission declared the property as surplus.
- On December 4, 2020 and December 11, 2020 the City published a notice in the newspaper inviting proposals (bids) from prive redevelopers or any persons interested in redeveloping the property.
- On January 5, 2021 the Planning Board reviewed the proposals and based on staff's evaluation recommended that the bid be awarded to the higest ranked respondent, Team Facey Real Estate, LLC.
- On March 1, 2021, the City Commission awarded bid number 2021-013 to Team Facey Real Estate, LLC.

RECOMMENDATION:

Approval of Resolution 21-R22

ALTERNATIVES:

Amend or deny resolution

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Planning Board
City Clerk
City Attorney

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2021
Account:
Amount: $39,900
FISCAL IMPACT:

Attachments

Resolution 21-R22

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/27/2021 06:53 PM
Finance Department	Johnna Morris	04/28/2021 11:19 AM
City Manager	Nick Mimms	04/28/2021 02:15 PM
Form Started By: Shyanne Harnage		Started On: 04/07/2021 08:30 AM
Final Approval Date: 04/28/2021		

RESOLUTION NO. 21-R22

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS **1207 AVENUE L**, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida ("City"), has made the following determinations:

1. City is the fee simple titleholder of real property commonly known 1207 Avenue L, Fort Pierce, Florida (the "Real Property").

2. At a meeting of City Commission held on September 21, 2020, the City Commission declared the Real Property to be unnecessary for its public purposes and that its disposal is in the best interest of the public.

4. On December 4, 2020 and December 11, 2020, the City caused to be published in the St. Lucie News Tribune, a newspaper of general circulation in Fort Pierce, Florida, a notice identifying the Real Property and inviting proposals (bids) from private redevelopers or any persons interested in undertaking to redevelop or rehabilitate the Property. The Notice stated that bids must be made by those interested on or before 3:30 p.m. on Tuesday, January 5, 2021 and included general conditions, instructions and information for the proposer, and that such further information as is available may be obtained at such office as is designated in the Notice (the "Bid Package").

5. On January 5, 2021 the bid period closed, and all bids received by City were thereafter reviewed by the Planning Board and City Commission. Bid No. 2021-013 submitted by Team Facey Real Estate, whose address is 2833 S.W. Brighton Street, Port St. Lucie, Florida 34953 (the "Successful Bidder") in the amount of Thirty-Nine Thousand and Nine Hundred Dollars ($39,900.00) ("Transfer Consideration") was determined by the City to be the highest bid for the Real Property.

6. The best interests of the public will be served by (i) approving that transfer of the Real Property to the Successful Bidder for the Transfer Consideration; (ii) authorizing closing of the transfer of the Real Property (the "Closing"), including execution and delivery of a deed conveying the Real Property to the Successful Bidder, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property may revert to City in the event the Successful Bidder should fail to complete all improvements to the Real Property within one (1) year from the date of such conveyance, upon satisfaction of all conditions of the transaction, and (iii) authorizing the officers, attorneys, and other agents of the City of Fort Pierce to do all things necessary to carry out the transactions contemplated by this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

1. **Determination that Transfer is in Best Interest of City and Public**. The transfer of the Real Property to the Successful Bidder for the Transfer Consideration and as otherwise provided herein is in the best interests of the public.

2. **Approval of Transfer of Real Property to the Successful Bidder; Conditions**. The transfer of the Real Property to the Successful Bidder, including execution and delivery of a quitclaim deed conveying the Real Property, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property may revert to the City in the event the Successful Bidder should fail to complete all improvements to the Real Property within one (1) year from the date of such conveyance, be, and it is hereby approved, subject to the terms, conditions and contingencies, if any, set forth in the Bid Package. The receipt of the Transfer Consideration by authorized officers and agents of the City at the scheduled Closing of the transaction contemplated hereby shall be conclusive proof of the satisfaction of such terms, conditions and contingencies, if any, without further action by the City.

3. **Execution of the Quitclaim Deed to Successful Bidder**. The Mayor and the City Manager or any one of them, are hereby authorized execute the quitclaim deed conveying the City's interest in the Real Property to the Successful Bidder.

4. **Authorization and Direction for Officers to Act**. Members of the City, the City Manager, officers, attorneys, and other agents of City are hereby authorized and directed to do all acts and things required of them by this Resolution for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of the City is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated under this Resolution including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extend of this Resolution.

5. **Effective Date**. This Resolution shall become effective immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of May 2021.

_____
LINDA HUDSON, Mayor

ATTEST

_____
LINDA W. COX, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

_____
PETER J. SWEENEY,
City Attorney

City Commission Regular Meeting - 6:00 pm **13. f.**

Meeting Date: 05/03/2021

Re: Resolution 21-R23 - Approval of 2021-2023 Local Housing Assistance Plan (LHAP)

SUBJECT:

Resolution 21-R23, adopting the State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) for program years 2021-2022, 2022-2023, 2023-2024.

SUMMARY:

A resolution is required to submit to the Florida Housing Finance Corportation with the LHAP showing the Commission's approval of the LHAP. The LHAP will be submitted after the public hearing and adoption of Resolution 21-R23

RECOMMENDATION:

Approve Resolution 21-R23, approving the State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) to submit with the LHAP to the Florida Housing Finance Corporation for program years 2021-2022, 2022-2023, 2023-2024.

ALTERNATIVES:

Do not approve Resolution 21-R23.

RESPONSIBLE STAFF:

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

COORDINATED WITH:

Johnna Morris, Finance Director

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

There is no fiscal impact.

Attachments

Resolution 21-R23

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	04/14/2021 10:02 AM
City Manager	Nick Mimms	04/20/2021 10:47 AM

Form Started By: Caleta Scott
Started On: 04/13/2021 10:22 AM
Final Approval Date: 04/20/2021

RESOLUTION NO. 21-R23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT**, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDINGAN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Sections. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by section 420.9075, Florida Statutes, it is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in Section120.52(17), and eligible municipalities receiving a local housing distribution of up to $350,000, may use up to 10 percent of program income for administrative costs.

WHEREAS, the Economic and Community Development Department has prepared a

three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Commission of the City of Fort Pierce finds that it is in the best interest of the public for the City of Fort Pierce to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA THAT:

Section 1: The Commission of the City of Fort Pierce hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by Sections 420.907-420-9079, Florida Statutes, for fiscal years 2021-2022, 2022-2023, and 2023-2024.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this resolution has been duly adopted on this 3rd day of May, 2021.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(City Seal)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Pete Sweeney, Esq.
City Attorney

City Commission Regular Meeting - 6:00 pm **15. a.**

Meeting Date: 05/03/2021

Re: Reports

SUBJECT:

Reports

Attachments

Purchase Order Report

City Manager's Report

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/28/2021 08:59 AM

Form Started By: Jennifer Robinson Started On: 04/02/2021 07:51 AM

Final Approval Date: 04/28/2021

Purchase Order Approvals between $10,000 and $50,000 by the City Manager from April 1, 2021 to April 30, 2021

1. Purchase Orders

a. Approval to piggyback GSA Contract #GS-07F-6092R to purchase a lighted Traffic Message Board from All Traffic Solutions, Inc., Herndon, VA, with Allegheny Franciscan Covid-19 awarded funding, in the amount of $12,300.00.

b. Approval to renovate the City Marina staff office restrooms in accordance with the specifications contained in proposal submitted by Jacquin & Sons Consruction, Fort Pierce, FL, in the amount of $22,211.00.

c. Purchase approval for Vology, Clearwater, FL for hardware, firewall upgrade and three year support service for Means Court Expansion in the amount not to exceed $12,286.75.

d. Request to accept proposal from SPE Group in the amount of $18,515.00 to remove Comcast lines from the City's right-of-way on North 17th Street from Orange Avenue to Avenue D.

e. Approval of $20,000 contribution from the City of Fort Pierce to Fort Pierce Main Street to be applied towards the cost of the expenses for the annual downtown 4th of July celebration with fireworks.

f. Approval of Emergency Change Order #2 in the amount of $6,813.75 for SHIP Project 2020-0047; Rehab of 2001 Avenue M, which increases SHIP award from $40,293.25 to $47,107.00.

g. Approval of $19,000 contribution from City of Fort Pierce to Main Street Fort Pierce to continue a fireworks display for New Year's Eve in 2021.

h. Authorize disbursement of $39,885.00 to Walker Consultants for the design of a paid parking program as part of the implementation of the immediate recommendations outlined in Walker Consultants 2020 Parking Study Update.

4/27/21

MAY 2021

FORT PIERCE INSIDER

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17 NEW BUSINESSES

CELEBRATING 100 YEARS OF THE JETTY INLET

The City of Fort Pierce celebrates the history and anniversary of the Fort Pierce Inlet, which was built in 1921 paving the way for the Port of Fort Pierce and becoming one of the safest and most beautiful inlets on the east coast of Florida. The City of Fort Pierce will honor the history and beauty of the Fort Pierce inlet throughout the remainder of the year in various ways.

History of the Inlet:

The original inlet, known as the Indian River Inlet, existed nearly 2 miles north of the present inlet, near Pepper Park on North Hutchinson Island. The channel was thusly large enough for small crafts but immensely difficult for fishermen and sailors to cross into the Atlantic, especially during storm season as the inlet was often closed.

The new inlet started as a shoal, or sand bar, between two barrier islands, known today as North and South Hutchinson Islands. This slight opening was only big enough for small crafts and made navigating during tide changes tedious.
In 1920, the famous inventor of Crayola Crayons, and an avid fisherman, Edwin Binney, led the dredging efforts at the point of the shoal to open a more natural flow between the two barrier islands, making the passage from the Indian River to the Atlantic Ocean safer, and easier. In 1921, the artificial inlet was open to nautical navigation.

SOME UPCOMING EVENTS:

Boating Education Course: Racing Rules
Wednesday, May 5th at 6PM

Boat Parade & Blessing of the Fleet
May 8th at 11:30 AM

Summerlin Fish Fry - May 22nd at 11AM

Main Street Fort Pierce's Inlet Celebration Golf Tournament - Saturday May 15th at 7:30 AM

For a complete list of all the events happening in May in honor of the Inlet Celebration, visit: https://www.facebook.com/lovetheinlet/events/?ref=page_internal

About Fort Pierce:

Fort Pierce is truly a unique gem situated on the Treasure Coast and is at the heart of it all. With recent redevelopment projects, historic preservation initiatives, and a focus on cultural and recreational amenities, Fort Pierce has become an exceptional place to live, work, learn, and play, and has the cultural excitement to rival any “big city” atmosphere. USA Today ranked Downtown Fort Pierce among the “Nation’s Most Idyllic and Historic Main Streets” and was named “Most Beautiful Main Streets” in America by Reader’s Digest.

NATIONAL PUBLIC WORKS WEEK

MAY 16-22, 2021

Stronger Together

National Public Works Week will take place on Sunday, May 16, through Saturday, May 22, 2021. The Public Works Department looks forward to this event every year as it gives employees the opportunity to educate the public about the important role the Public Works Department plays in the community. It also serves to highlight and celebrate these devoted individuals as they continue to work within our community to plan, build, operate and maintain our City's vital infrastructure.

Instituted as a public education campaign by the American Public Works Association in 1960, National Public Works Week calls attention to the importance of public works departments throughout the entire country. It is a week dedicated to the men and women who go above and beyond to serve their community with unwavering dedication and commitment to making a difference. Oftentimes the work of these dedicated employees goes unnoticed. However, they are the unsung heroes of our community as they continue to work hard building and maintaining our beautiful City.

In honor of National Public Works Week, the Public Works Department has several beautification projects planned around the City of Fort Pierce. The project include replacing all the street banners in front of the Fort Pierce Police Department Substation on Avenue D and creating new handicap parking spaces for the Sunrise Humane Society's anin their recently renovated parking lot. Once those projects are complete, the team will focus their efforts on cleaning out the Mayflower Canal, which serves as the drainage canal for

residents and businesses from Virginia Avenue to Edwards Road. Public Works employees will also place decorative wrappings around five dumpsters in the Downtown area with historical photos of old Fort Pierce. Finally, the team will finish up this beautification initiative by pruning all the trees along Virginia Avenue and Okeechobee Road.

The week will conclude with an employee appreciation lunch for Public Works staff, as the Management Team wants to recognize every employee in this department and let them know how much their efforts are truly appreciated. Effective storm drains and sewers, sturdy roads and bridges, safe buildings, clean parks, hurricane response, and garbage/recycle pickup are just some of the many City functions that would not be possible without the amazing employees of the Public Works Department. Their constant dedication to improving the quality of life for residents and businesses here in the City of Fort Pierce is sincerely cherished and greatly valued.

SAVE THE DATE!

A Community Meeting has been scheduled for May 12, 2021, from 5:30 PM to 7:00 PM at the Riverwalk Center located at 600 North Indian River Drive. The Planning staff will present the Code revisions to the Edgartown Settlement Historic District residents and businesses based upon a Community Input meeting held in December 2019. At that meeting, the Edgartown Zoning District regulations, which are specific to this neighborhood, were discussed. In addition to the Code discussion, much dialog emerged on a number of areas of concern raised by the residents.

Those issues included the following: ***Cut through traffic along Avenue D, maintenance and repurposing of historic buildings, noise concerns, burying of existing powerlines, alleyway requirement per Code, homelessness, lighting, streetscape improvements and traffic flow along 2nd Street, and Police response.***

Georgia Avenue Basin Water Quality Improvements:

CONSTRUCTION SPOTLIGHT

The City of Fort Pierce was recently awarded a $1,320,000 Water Quality Improvement Grant through South Florida Water Management District for a project identified as Georgia Avenue Basin Water Quality Improvements. SFWMD approved grant funding to nine different projects within their governing boundary all of which provide some type of water quality benefit to the Indian River Lagoon. The City proposes to implement numerous Best Management Practices (BMPs) to aid in the removal of phosphorus, nitrogen, and other harmful nutrients from stormwater discharging from the 235-acre Georgia Avenue Drainage Basin. The design contract was awarded to Captec Engineering on April 19, 2021 and a Design Meeting has been scheduled for April 27, 2021.

Avenue B Reconstruction - 8th to 10th and 10th to 13th Street

Work under this project will be curb and gutter, driveway aprons, drainage improvements, sidewalk and roadway reconstruction. Culpepper has delivered the 80% plan submittal. Our consultant has been working with the FPUA to finalize their designs for underground utilities including power and lighting to be incorporated into the 100% plans for bidding and construction.

North 17th Street (Orange Ave to Ave D) Roadway Improvements:

The roadway re-build from Canal Terrace to Orange Avenue is currently in progress. Roadway curb and gutter and driveway aprons were installed. The contractor is currently working on sidewalk formation and driveways. FPUA's contractor began installing new decorative streetlights and has completed installations from Avenue D to Canal Terrace.

North 8th Street Roadway Improvements (Avenue D to Avenue E): The roadway improvements for this project will include drainage, new curb and gutter, sidewalks, and roadway reconstruction. FPUA will also underground the electric services in this area. Culpepper & Terpening's 80% design is under revision based on submitted review comments.

DECORATIVE STREET LIGHTS

NEW PROJECTS

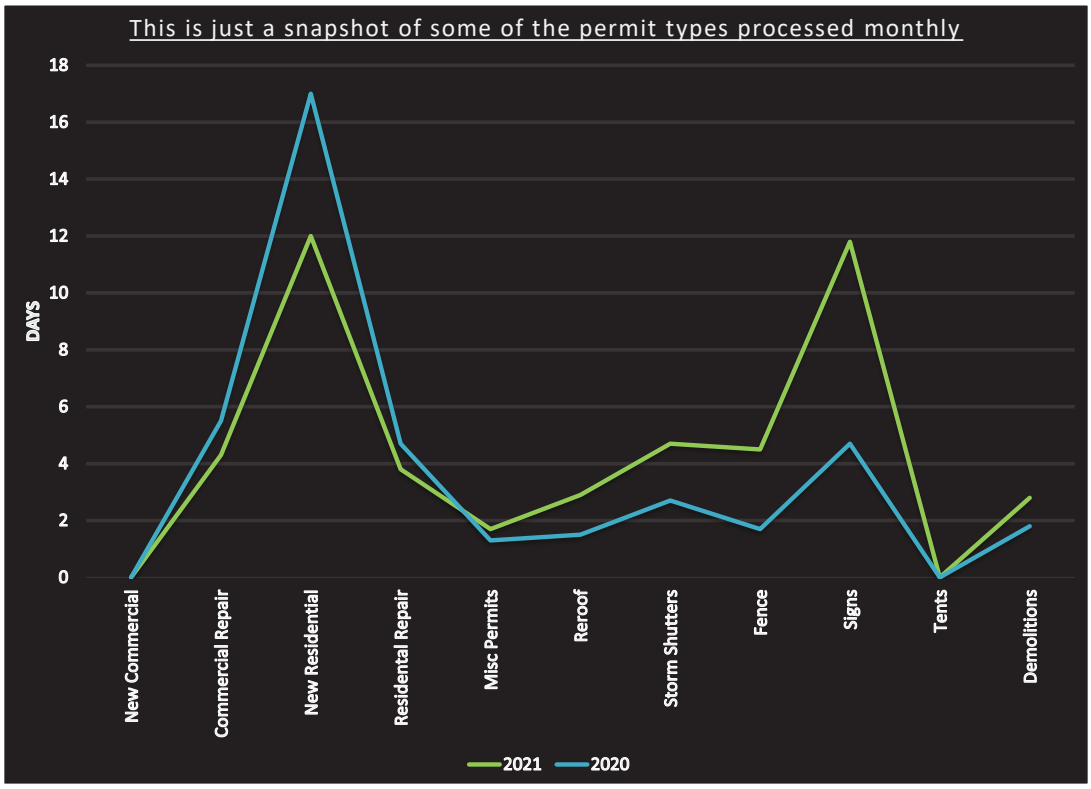
Lawnwood Regional Medical Center located at 1700 South 23rd Street is being built specifically to house the chiller equipment. Along with the steel framework, the steel chiller structures are hoisted atop the building for placement. A chiller air conditioning system works by circulating chilled water through coils to chill the conditioned space, the water is then recirculated to the chiller to be re-cooled. The cooling coils transfer the heat from the air to the chilled water which cools and dehumidifies the air.

Olgam Life Plasma Donation Center located at 5216 Okeechobee Road recently obtained a stocking permit. Approved by the Building Department, a stocking permit is similar to a temporary use agreement. Once all life safety systems have been inspected and approved, a stocking permit is sometimes granted when a new business isn't quite ready for final inspections. The stocking permit allows for the installation of equipment or merchandise and also allows the business to begin training staff on-site.

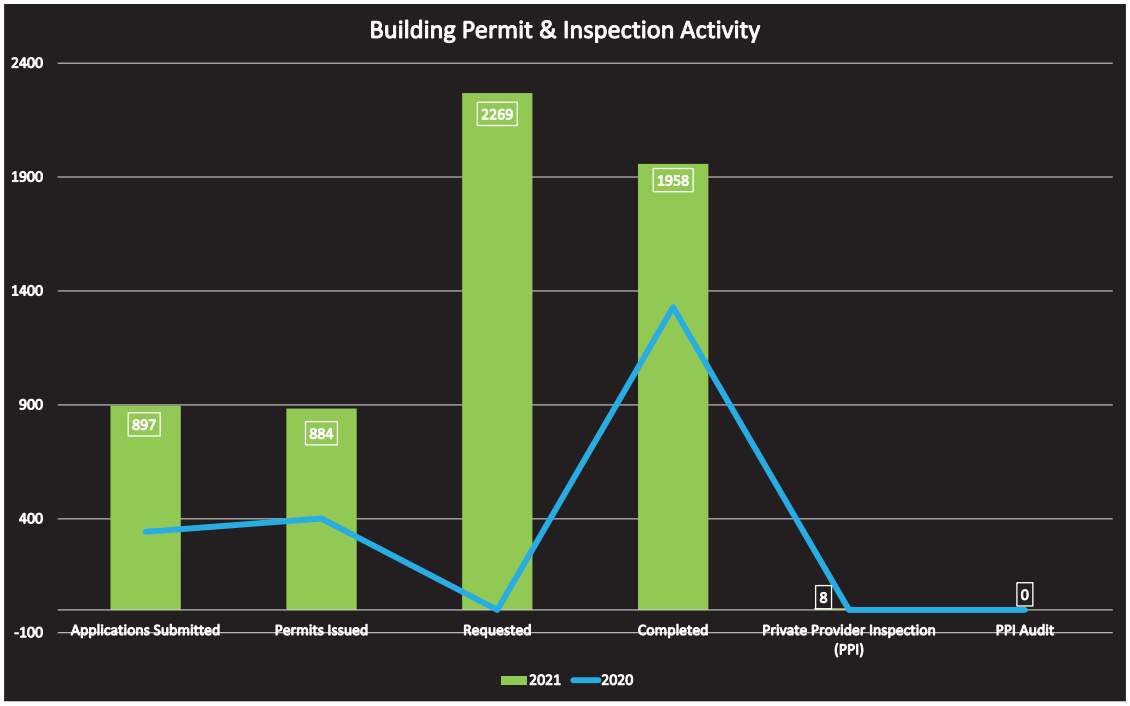
BUILDING CHARTS FOR MARCH 2021

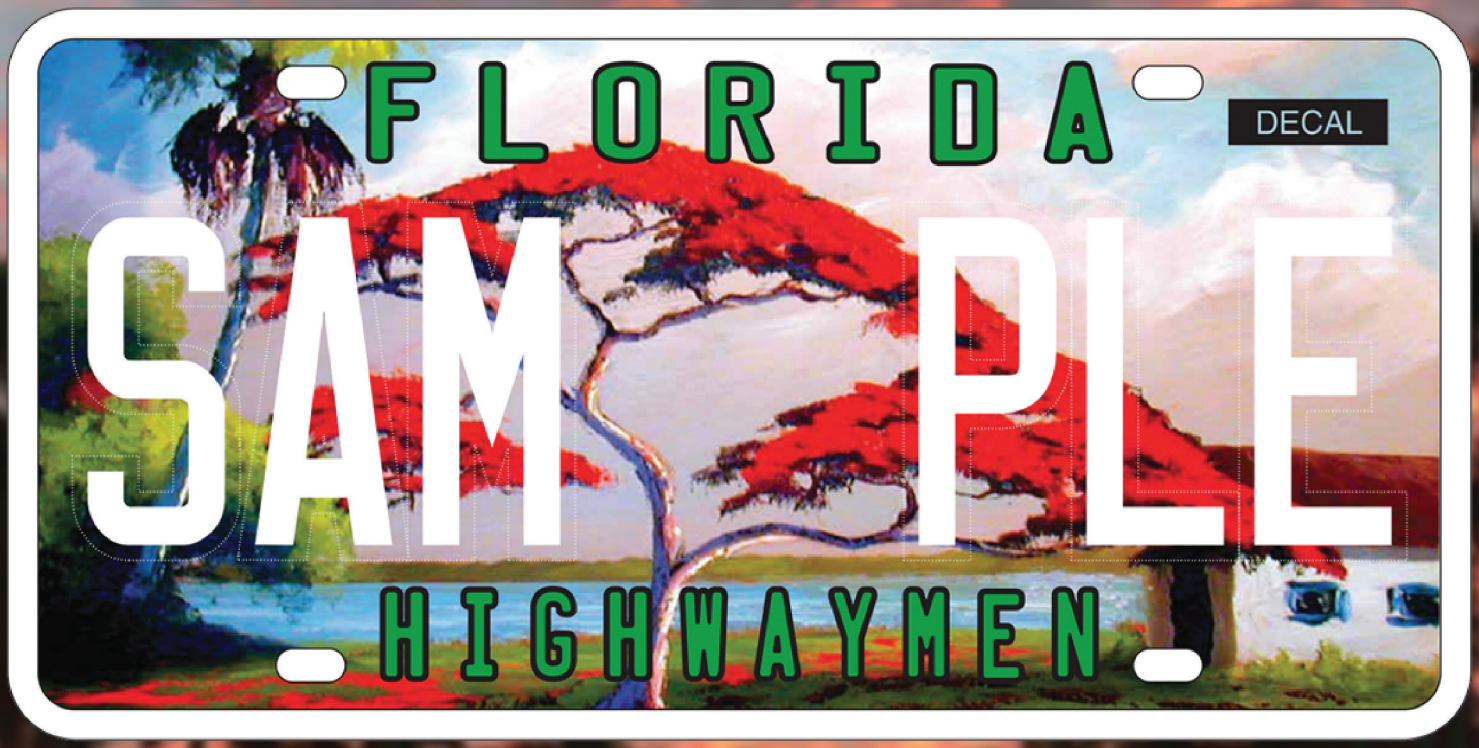
PLAN REVIEW PROCESSING TIME

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.



ACTIVITY REPORT





Florida Highwaymen License Plates
are available for Pre-Purchase through
the St. Lucie County Tax Collector office.
For details on purchasing the new
Highwaymen License Plate,
visit their webpage or call them at:

www.TCSLC.com / 772-462-1650

Every Wednesday - Green Market - Marina Square 12pm - 6:30pm
Every Saturday - Jazz Market – Marina Square 8am – 1pm
Every Saturday - Downtown Farmers Market - Marina Square 8am – 12pm

5/7/21 Friday Fest – Marina Square 5pm – 9pm

RIVER WALK CENTER
SALES REPORT MARCH 2021

CLASSES	$ 631.58
PARK PERMITS	$ 4,787.50
SPECIAL EVENTS	$ 3,145.00
FACILITY	$ 7,126.82
TOTAL	$ 15,690.90

From a maintenance standpoint, we have already been VERY aggressive this Spring. We have aerated several fairways twice. We will be completing a full nematode treatment on most fairways as well as all of the tees and greens. The remaining fairways will be aerated and top dressed several times throughout the summer to improve their health and condition. The first major maintenance project will take place in late April and the second large project will be in mid September based on the weather. We look forward to a little help from mother nature in the way of warm weather and rain to help us improve the turf conditions.

Word of mouth is our greatest form of advertising, so we ask if you've played here and enjoyed the changes we're making, please tell a friend….or two! If there's something we can improve upon…tell US so we can keep getting better! We thank all of our members and guests for their support and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

INDIAN HILLS SALES REPORT	2/2021	3/2021
GOLF ROUNDS	2970	2342
GOLF FEES	$87,325.95	$56,913.49
RANGE TOKENS	$1,769.61	$2,254.51
MEMBERSHIP PASS	$1,890.83	$788.76
FOOD & BEVERAGES	$6,336.51	$6,552.80
MERCHANDISE	$5,125.43	$6,034.02
TOTAL	**$102,448.33**	**$72,543.58**

CITY MARINA FINANCIAL REPORT

	JANUARY	FEBRUARY	MARCH
Dockage Reservations	240	240	215
Monthly Dockage	$144,411.00	$144,411.00	$160,994.51
Transient Dockage	$67,282.83	$67,282.83	$81,324.00
Electricity	$6,183.40	$6,183.40	$7,460.84
Retail	$16,451.92	$16,451.92	$33,749.88
Gas Sales	$23,7063.01	$23,7063.01	$52,346.30
Diesel Sales	$44,082.88	$44,082.88	$93,028.36
TOTALS	**$300,869.80**	**$300,869.80**	**$428,903.89**

On April 23, 24 and 25, the Sunrise Theatre went under the sea with the Renaissance Charter School's performance of Disney's The Little Mermaid. Family, friends and students all enjoyed the highly colorful and dramatic sets under and above the high seas in the performance. The Little Mermaid tells the story of Ariel, an adventurous young mermaid who's got a thing for disobeying the rules and following her heart. Ariel's fascination with the human world often leads her to the sea surface, a zone that's designated as "off-limits" by her father Triton, the sea king.

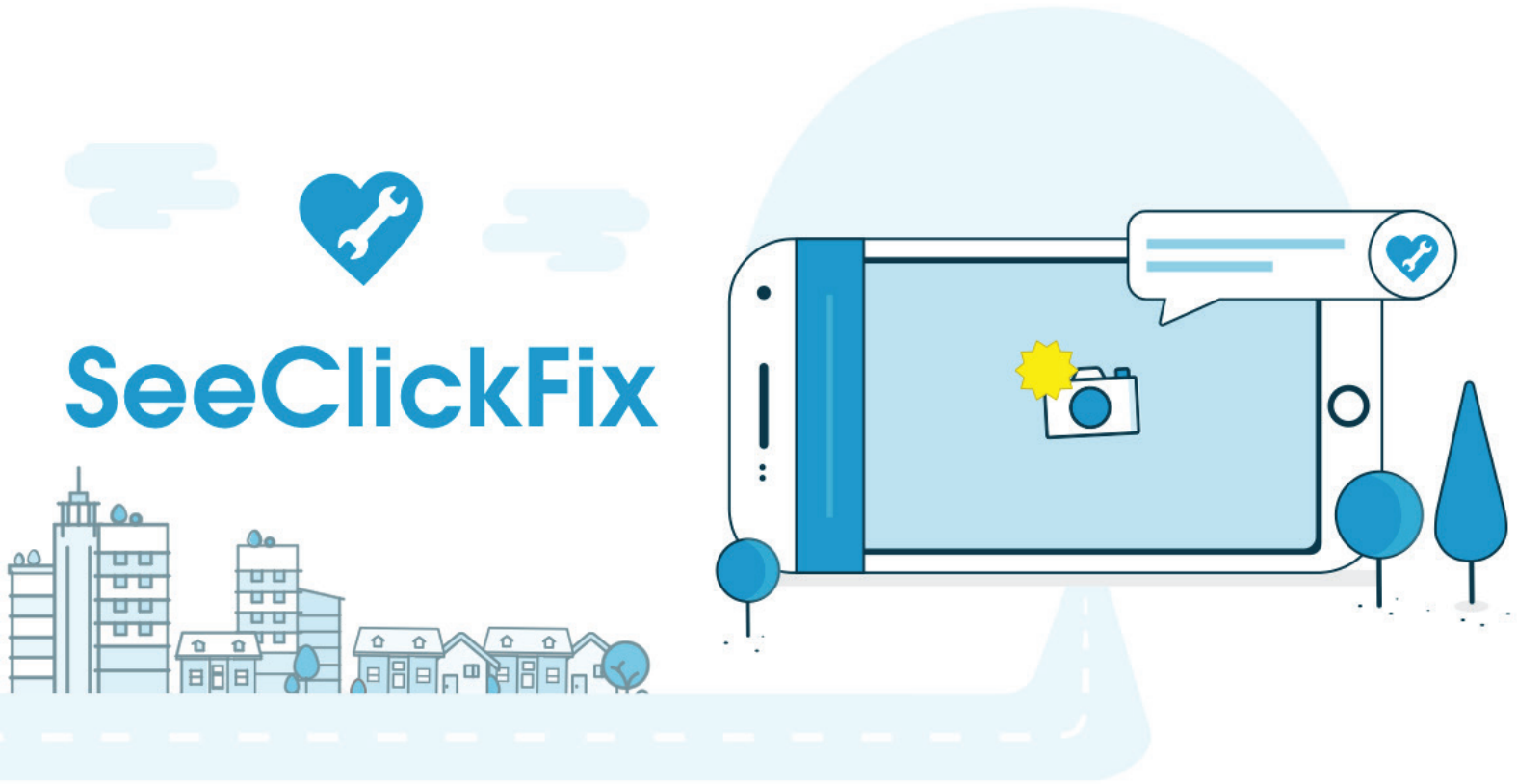
If you are from Fort Pierce, you don't want to miss the upcoming Caffeine, Nicotine, Benzedrine: A Tribute to Gary Stewart LIVE @ The Black Box on Saturday, May 15 at 6pm, along with opening act Smokey Gage. Be sure to check out all of our upcoming shows at sunrisetheatre.com!

Over the past 15 seasons and April being "volunteer appreciation month", hundreds of volunteer man-hours have helped make the Sunrise Theatre what it is today. What better way to say "Thank You" to our Sunrise Theatre volunteer ushers and bartenders, especially this season with COVID-19. The dedication of our small team players of volunteers this year allowed the Sunrise Theatre to reopen in January to 50% capacity shows. With over 200 volunteers in the Sunrise Theatre family, we all are looking forward to a great 16th Season with performances beginning in October.

Sunrise Theatre Volunteers Pictured:
1st row from the left: Terry VanLoo, Pat Reynolds, Christine Ernst, Peggy Decina, Jon Bell - 2nd row from left: Emily Lella, DiAnn Yonker, Phyllis Elkins - 3rd row from left: Lauren Newsome, Tricia Higgins, Julie Moore, Genie Geiger, Dave Geiger - 4th row from left:Dave Lassalle, Joe Stagnitta, Tony Lella

Sunrise Theatre Bartenders Pictured:
From left: Leslie Cuatt, Dan Pacinelli & Bill Planer

NATIONAL PUBLIC WORKS WEEK
MAY 16-22, 2021
Stronger Together



SEE A PROBLEM, JUST REPORT IT THROUGH THE SEE-CLICK-FIX APP

With free SeeClickFix mobile app and web tools, Fort Pierce citizens will now be able to provide City staff with pictures, videos, specific descriptions, and more — valuable information needed to get the job done efficiently. In addition, the SeeClickFix platform provides officials with a centralized issue management system to manage issues from creation to resolution — engaging Fort Pierce citizens throughout the process.

The Fort Pierce Works mobile app is available for download on Android (http://bit.ly/1SFITP3) and iPhone (http://apple.co/1kvaEJk). In addition to the mobile app, citizens can send reports to the City of Fort Pierce's website.

FORTMADE

Meet Sam Summerlin, Joy Yancy, and Roy Summerlin, the owners of Summerlin's Marine Construction, a long time dock and seawall building business. You might recognize the last name, Summerlin - that's right. The family name has been here in Fort Pierce since the 1900's and is mostly recognized for the famous fish dip, Summerlin SMAK, but the Summerlin's are also known for being one of oldest marine construction businesses in Fort Pierce

Follow us for more FortMade and hear stories of thriving business owners, young and old tell their story of Fort Pierce, and what makes our City unique to live here, play here and work here in beautiful Fort Pierce. Follow us on Facebook at **https://www.facebook.com/ftpierce/ or Twitter @Ft_Pierce**

WELCOME NEW BUSINESSES

A TBT INSURANCE AGENCY LLC
BALANCED BEAUTY BY LEANDRA
BAM MOBILE AUTO DETAILING
BUBBLES AUTO WASH
CALDERON, ALSTON BRYAN
CENTER FOR PROFESSIONAL TR.
COSTCO WHOLESALE LOGISTICS
CUSTOM NAILZ BY KD, LLC
D & J FOODS AND MORE CATERING
EBEN-EZER FASHION LLC
FOSTER, LYNETTE ARNP
GROUNDHOG TREE SERVICE AND MORE
HILLBILLY FIREARMS INC
JACK HEBERT AUTO SALES
JOHNSON, RUBY
JS LANDSCAPING & MORE LLC
LAWN IN ORDER LANDSCAPING AND
MACAL LANDSCAPING
MEDMARK VETERAN SERVICES, LLC
MOHAN, KRISHNA
MURPHY, SUSAN M.D.
NAILED IT JO, LLC
NAUGLE, RICHARD
ORANGE SUNOCO FOOD & GAS LLC
PERMANN DIESEL SOLUTIONS, LLC
PIEHOLE WOOD PIZZA, LLC
PILLY, SUPRIYA APRN
PIZZA HUT
RELENTLESS SALON LLC
RRED CITY
RUGGIAN, JOHN M.D.
SAVAGES DETAILING AND CLEANING
SCALONE, SHARON
SHOLTES LAW, P.L.L.C.
SUNSHINE SUPER CLEANERS CORP.
TREES AND LAWN JAVIER'S SERVICE
WHEELZ AND DEALZ, LLC
WHITEHURST, MELISSA D.
XTREME PEST SERVICES LLC