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

CITY COMMISSION AGENDA

Regular Meeting - Monday, May 17, 2021 - 4:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Pastor Ames Pittman, Westside Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from the May 3, 2021 Regular Meeting.

6. **PROCLAMATIONS**

   a. Public Works Week Proclamation

   b. Haitian Flag Day Proclamation being received by Carol King, President of the Treasure Coast Cultural Festival, Inc.

   c. Building Safety Month Proclamation

7. **LETTERS TO COMMISSION**

   a. Email from William Perry thanking Mayor Hudson for her prompt response to his concerns about noise pollution and also in appreciation of Deputy Chief Ridle's professional, knowledgeable and helpful responses to his questions.

b. Email from Christine Kesl in recognition of Susan (Soo) Keller's, Permit Specialist, Building Department, quick response and outstanding customer service provided over the years.

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

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

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

10. **MISCELLANEOUS REPORTS**

a. Presentation by Tom Kindred, Regional Director of IRSC Small Business Development Center's activities

11. **CONSENT AGENDA**

a. Approval to submit Florida Department of Community Affairs grant application for General Operating Support in the amount up to $150,000 for the Sunrise Theatre.

b. * REMOVED FROM AGENDA - Approval of Communitywide Council recommendation for PY 2020-2021 Public Service Grant Awards in the amount of $23,000.

c. Approval of North 17th Street Roadway Improvements Change Order No. 1 in the total amount of $211,431.88.

d. Approve request to reduce Code Enforcement lien in the amount of $21,200.00, against 1202 N 13th Street, Fort Pierce, FL 34950 - Parcel ID Number 2409-517-0011-000/8, owned by 2nd Generation Building Corp, 966 NW Leonardo Circle, Port St. Lucie, FL 34986, to $1,250.00 to be paid within 30 days.

e. Approval of an Interlocal Agreement with FPUA, the City of Fort Pierce and St. Lucie County creating a Municipal Services Benefit Unit (MSBU) to fund the cost of providing potable water to the Mura area in unincorporated St. Lucie County.

f. Approve letter of support for the Manatee Observation and Education Center's (MOEC) grant application to the Florida Division of Cultural Affairs.

g. Approval to provide cost of living adjustments for Teamsters Union and Non-Bargaining Employees for a total cost of $353,545.00 in accordance with a tiered approach.

h. ADD ON ITEM: Approval of letter of support for the St. Lucie County Cultural Alliance grant application to the Florida Division of Cultural Affairs.

12. **PUBLIC HEARINGS**

a. Continued from April 19, 2021 - Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owner, Andres Guarnizo and Suhail Santiago and applicant, Gary K. Oldehoff, Esq., 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). Glynda Cavalcanti, Terry Shafer and Irving Shafer, collectively, have been granted Intervenor status and will be represented by Michael Lawlor.

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. SECOND 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. SECOND 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. SECOND READING

13. **CITY COMMISSION**

a. Resolution No. 21-R26 determining that the structure located at 1909 N 16th Street is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on June 21, 2021.

b. Resolution No. 21-R27 determining that the structure located at 427 N 14th Street, Building #3 (rear) is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on June 21, 2021.

c. Resolution 21-R28 appointing Jamiebeth Galinis to the Board of Adjustment as Commissioner Perona's appointee.

d. Resolution 21-R29 Establishing an Auditor Selection Committee

e. ADD ON ITEM: Memo to Fort Pierce Utilities Authority Board transmitting the Aqualia unsolicited proposal and requesting a joint meeting to discuss the proposal.

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**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

clerk and furnish each member thereof with a copy of the same prior to the regular meeting.

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

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

City Commission Regular Meeting - 4:30 pm **5. a.**

Meeting Date: 05/17/2021

Re: Minutes of 05 03,2021

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from the May 3, 2021 Regular Meeting.

Attachments

05.03.2021

Form Review

Form Started By: Latoya Ransom Started On: 05/11/2021 03:41 PM

Final Approval Date: 05/11/2021

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 6:00 P.M. ON MONDAY, **MAY 3, 2021.**

1. CALL TO ORDER

Mayor Hudson called the May 3, 2021 Regular Meeting of the City Commission to order at 6:00 PM.

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

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

Commissioner Alexander participated by telephone.

5. APPROVAL OF MINUTES

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the April 19, 2021 Regular Meeting.

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

Passed

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.

Reginald Sessions
Aisha Nash
Susan Baker

9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

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

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

Passed

10. MISCELLANEOUS REPORTS

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

City Manager Nick Mimms introduced Mrs. Pamela Carrithers. Pamela Carrithers presented criteria, matrix, and procedures for nominees and honorees of the 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.**

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve the consent agenda.

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

Passed

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.

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

Resolution 21-R25

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 515 NORTH 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.

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.
Finally, no one should approach any member on the Commission on the Dioceses, City Attorney, or City Clerk during the hearing. If documents are to be given to the City Clerk please give them to the Sergeant at Arms, which are either of the two police officers in the Chamber.

Mayor Linda Hudson called the proceeding to order.

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 Rufus Alexander - No
Commissioner Curtis Johnson Jr–No.
Commissioner Jeremiah Johnson - No.
Commissioner Thomas Perona – No
Mayor Hudson – No.

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 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.

Code Compliance Manager Peggy Arraiz presented the history leading to the determination of Condemnation and Demolition. As of 04/23/2021 Demolition permit 21-2552 is still in plan check. Notices were sent to all involved parties including the current owner. There is no code enforcement activity other than the condemnation. This property is considered historic. Actions that may be taken by the City Commission are:

Approve the Resolution for Demolition
Amend
Deny

Commissioner Curtis Johnson, Jr. inquired if the demolition permit from 2020 was for the same contractor for 2021. He requested clarification if the process was discontinued because the property was deemed historical. Mrs. Arraiz stated that she was unaware if this is the same contractor and verified that the property has been approved as historical.

Commissioner Jeremiah Johnson inquired if the plans submitted by the applicant are part of the demolition permit and if FPUA has any involvement. He also requested confirmation on the structure of the home. Mrs. Arraiz responded that the demolition permit is the only item submitted, and that there are no utilities provided to the property. She also conformed that the home is concrete block.

Commissioner Thomas Perona requested clarification of the demolition permit process timeline. Mrs. Arraiz explained that they are given sixty (60) days to complete the work. Once the work is completed there is no other timeline.

Commissioner Rufus Alexander inquired if the property and structure are insured.

Mayor Linda Hudson inquired about historic preservation. Mrs. Arraiz explained the Commission comes first because this is an issue of life, health, and safety. The Commission has the option to approve demolition, amend changes such as dates, table the matter, or deny completely.

Mayor Linda Hudson opened the public hearing.

Eugene Brown, owner, communicated that he was held up due to Covid 19 and issues with the architect but is prepared to move forward. His goal is to have the property completed in one year if the Commission will grant him the time.

Commissioner Jeremiah Johnson inquired if issues with the architect had been resolved. Also asked to confirm if the structure was CBS block and the flooring material. Mr. Brown stated that this is a new architect and confirmed home is CBS block. He also clarified that the floors are wood but plans to cover with concrete.

Commissioner Thomas Perona inquired as to the applicants expected completion date. Mr. Brown does not have a specific date in mind but has a goal for one year if the Commission approves.

Commissioner Curtis Johnson inquired if the plan was demolition with the four walls remaining with plans to move forward thereafter.

City Manager Nick Mimms responded to a question raised by Commissioner Jeremiah Johnson if the home can be built on a non-conforming lot. This is a platted non-conforming lot which allows the house to be built as it sits currently.

Seeing no one else, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 21-R25 with the following conditions: Owner shall remove the roof structure and interior walls within 45 days of demolition permit issuance; owner shall submit plans and a building permit application for reconstruction within 60 days from the date of this hearing on May 3, 2021; and owner shall cause the first building inspection to occur within 45 days after reconstruction building permit is issued.

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

Passed

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

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

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.

Planner Brandon Creagan presented an overview of the approval of annexation. Staff recommends approval of the annexation as it meets the standards of the City’s Comprehensive Plan, specifically Policy Section 1.11. Planning staff recommends approval.

Mayor Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No 21-004.

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

Passed

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

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

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.

Building official Paul Thomas, sworn, explained the International Property Maintenance Code (IPMC) is not enforceable for mobile and manufactured homes as they are not considered structures rather vehicles. Any alternation can jeopardize the structure. This Ordinance establishes criteria based on the Department of Motor Vehicles for repair and maintenance.

Commissioner Thomas Perona inquired if there are foreseen conflicts between vehicle and structure standards. Mr. Thomas explained standards for the structures are very different.

Commissioner Curtis Johnson commented on Mr. Thomas being proactive with measures for the community.

Mayor Linda Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Thomas Perona to approve Ordinance No 21-012.

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

Passed

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

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

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.

Planner Brandon Creagan presented an overview of the approval of annexation. Staff recommends approval of the annexation as it meets the standards of the City’s Comprehensive Plan, specifically Policy Section 1.11. Planning staff recommends approval.

Commissioner Jeremiah Johnson inquired if staff had discussed making the street name consistent. Mr. Creagan commented that no discussion had taken place regarding the street name. City Manager Nick Mimms clarified that the roads are county, therefore would require approval to change name.

Mayor Linda Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve ORDINANCE NO. 21-013.

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

Passed

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.

Attorney Pete Sweeney explained this is an appeal from the Board of Adjustments decision and the time for deliberation. No new evidence should be considered.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Rufus Alexander - No
Commissioner Curtis Johnson Jr–No.
Commissioner Jeremiah Johnson - No.
Commissioner Thomas Perona – No
Mayor Hudson – Yes

Pastor Ted Rice discussed the history of his sign being removed and why the sign is needed at the requested dimensions.

Commissioner Thomas Perona inquired if rezoning had been considered.

Pastor Ted Rice responded rezoning had been considered, cost is a factor.

Mayor Linda Hudson requested clarification as to the reason the sign was removed.

Pastor Ted Rice responded the sign was removed for installation of turning lane for the charter school.

Commissioner Curtis Johnson, Jr. inquired as to the type of sign the church planned to install.

Pastor Ted Rice responded the purchased sign is digital.

Commissioner Jeremiah Johnson inquired if the base can be modified for the sign.

Pastor Ted Rice responded that the sign would be unreadable at the proposed base height.

Assistant Planning Director Rebeca Guerra provided an overview of staff recommendation that the Commission uphold the Board of Adjustments decision to deny the height variance request.

Commissioner Curtis Johnson expressed concern with potential placement of the sign and inquired on the cost of rezoning.

Rebeca Guerra explained that the sign may be affected by future expansion. In addition, the estimated cost to the church for rezoning is $10,000.

The Mayor and Commission discussed the request before them. They agreed that staff should initiate rezoning of the property and the sign variance should be granted.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to grant the variance request for a 9'.2" sign.

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

Passed

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.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to bring from the table.

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

Passed

Conditional Use Deliberation

Mayor Linda Hudson voiced traffic and safety concerns.

Commissioner Curtis Johnson, Jr. commented on concerns with the lack of Competent Substantial Evidence needed to deny the request.

Commissioner Jeremiah Johnson expressed concerns with State of Florida inconsistency with law.

Commissioner Thomas Perona finds lack of Competent Substantial Evidence needed to deny the request.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to deny request.

AYE: Commissioner Jeremiah Johnson, Mayor Linda Hudson

NAY: Commissioner Rufus Alexander, Commissioner Curtis Johnson, Jr., Commissioner Thomas Perona

Failed

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve with five staff recommendations.

AYE: Commissioner Rufus Alexander, Commissioner Curtis Johnson, Jr., Commissioner Thomas Perona

NAY: Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

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.

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

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.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve RESOLUTION NO. 21-R20.

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

Passed

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

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

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.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Thomas Perona to approve RESOLUTION NO. 21-R21.

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

Passed

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

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

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.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve RESOLUTION NO. 21-R22.

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

Passed

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.

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

RESOLUTION NO. 21-R23

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.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve RESOLUTION NO. 21-R23.

AYE: Commissioner Rufus Alexander, 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.

Eugene Cochran

15. COMMENTS FROM THE CITY MANAGER

City Manager Nick Mimms announced that City Hall is now open to the public. Thanks to the partnership with the Department of Health (DOH), over 8,700 vaccines have been administered. The Highwaymen license plate campaign has launched. Support is needed to meet the 2023 goal of 3000 vouchers. On May 6th, an in person Joint Meeting with the Board of County Commissioners will take place. Finally, the Conference Agenda meeting is scheduled for May 10, 2021.

City Attorney Peter Sweeney has no comments.
City Clerk Linda Cox has no comments.

a. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Rufus Alexander has no comments.

Commissioner Curtis Johnson, Jr. wished all mothers Happy Mother's Day. He will be attending IEMO training this weekend. On April 29th he held is first Town Hall Meeting. He encouraged the Commission to continue to engage with the community.

Commissioner Thomas Perona addressed the mischaracterzation of the Commission. He expressed that we are One Fort Pierce.

Commissioner Jeremiah Johnson appreciates the positivity of One Fort Pierce. Annual meeting at the Backus House, and the Mainstreet Golf Tournament the following week.

Mayor Linda Hudson highlighted the upcoming events for the Centennial Celebration.

17. ADJOURNMENT

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

Mayor Linda Hudson adjourned the meeting at 9:01 pm.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 4:30 pm **6. a.**

Meeting Date: 05/17/2021

Re:

SUBJECT:

Public Works Week Proclamation

Attachments

Public Works

Form Review

Form Started By: Linda Cox Started On: 04/21/2021 01:36 PM

Final Approval Date: 04/21/2021

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Fort Pierce; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Fort Pierce to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of May 16-22, 2021 as:

National Public Works Week

in the City of Fort Pierce and urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, 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 17th day of May 2021.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 4:30 pm **6. b.**

Meeting Date: 05/17/2021

Re: Haitian Flag Day Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Haitian Flag Day Proclamation being received by Carol King, President of the Treasure Coast Cultural Festival, Inc.

Attachments

Haitian Flag Day

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2021 10:55 AM

Form Started By: Miriam Garcia Started On: 04/30/2021 08:15 AM

Final Approval Date: 05/05/2021

WHEREAS, the month of May is an important time for the Haitian community, as it marks the anniversary of the birth of Toussaint Louverture, one of the leaders of the Haitian Revolution. It also marks the union of the black and mulatto officials for the Haitian Independence War.

WHEREAS, May 18, 1803 marks the creation of the first flag of the Republic sewn by Catherine Flon, goddaughter of Jean Jacques Dessalines, another hero in the Haitian Revolution on the last day of the Congress of Arcahaie.

WHEREAS, throughout the month, especially on May 18, the Haitian community will gather to celebrate their heritage and their flag through historical and cultural traditions and observances.

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim May 18, 2021, as:

Haitian Flag Day

in the City of Fort Pierce and encourage all residents and visitors of Fort Pierce to attend the Haitian Flag Day Festival at the Port St. Lucie Civic Center at Center Place on Friday, May 18, 2021.

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 17th day of May, 2021.

_____

MAYOR/COMMISSIONER

City Commission Regular Meeting - 4:30 pm **6. c.**

Meeting Date: 05/17/2021

Re: Building Safety Month Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Building Safety Month Proclamation

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2021 10:55 AM

Form Started By: Miriam Garcia Started On: 04/30/2021 08:33 AM

Final Approval Date: 05/05/2021

WHEREAS, the City of Fort Pierce is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of disaster; and

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings; and

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play; and

WHEREAS, our nation benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world. These modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods, and earthquakes; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, energy efficient and livable buildings that are essential to America's prosperity; and

WHEREAS, "Prevent, Prepare, Protect. Building Codes Save," the theme for Building Safety Month 2021, encourages all Americans to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, energy conservation; water safety; training the next generation; and new technologies in the construction industry; and

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

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

Building Safety Month

in the City of Fort Pierce and encourage our citizens to join with their communities in participation in Building Safety Month activities.

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 17th day of May 2021.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 4:30 pm **7. a.**

Meeting Date: 05/17/2021

Re: Email from William Perry

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from William Perry thanking Mayor Hudson for her prompt response to his concerns about noise pollution and also in appreciation of Deputy Chief Ridle's professional, knowledgeable and helpful responses to his questions.

Attachments

Email from William Perry

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2021 10:55 AM
City Manager	Nick Mimms	05/05/2021 10:55 AM

Form Started By: Jennifer Robinson Started On: 05/04/2021 10:48 AM

Final Approval Date: 05/05/2021

From: Dr. P <dp111@att.net>
Sent: Friday, April 23, 2021 3:10:54 PM
To: Linda Hudson <LHudson@cityoffortpierce.com>
Subject: Noise Ordinance

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. .

Dear Mayor Hudson,
Thank you for your prompt reply to my concerns about noise pollution in the City. At your request I received a call from Officer Robert Ridle who was very professional, knowledgeable, and helpful in answering my questions. Both of your efforts are appreciated.
William Perry

City Commission Regular Meeting - 4:30 pm **7. b.**

Meeting Date: 05/17/2021

Re: Email from Christine Kesl

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Christine Kesl in recognition of Susan (Soo) Keller's, Permit Specialist, Building Department, quick response and outstanding customer service provided over the years.

Attachments

Email from Christine Kesl

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2021 10:55 AM
City Manager	Nick Mimms	05/05/2021 10:55 AM

Form Started By: Jennifer Robinson Started On: 05/04/2021 03:20 PM

Final Approval Date: 05/05/2021

From: Chris Kesl <chriskeslmiami@gmail.com>
Sent: Tuesday, May 4, 2021 1:23:32 PM
To: Paul Thomas <pthomas@cityoffortpierce.com>; Shaun Coss <scoss@cityoffortpierce.com>
Cc: Linda Hudson <LHudson@cityoffortpierce.com>
Subject: Recognition - Soo Keller

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.

Dear Mr. Thomas & Mr. Coss -

I would like to take a moment to recognize Soo Keller of your Building Department for the quick response and outstanding customer service she has provided to me over the years.

I own the property at 729 S. Indian River & Soo has always been very helpful to assist me & to educate me whenever I reach out to her. She has always responded either the same or the next day to phone or to email - and when I have come to the Building Department pre-COVID, she and the team have been great & always have an upbeat attitude with their seemingly large workloads given Fort Pierce's growth.

You all are very fortunate to have Soo on your team. Thanks for everything.

Sincerely,

Christine Kesl

City Commission Regular Meeting - 4:30 pm **10. a.**

Meeting Date: 05/17/2021

Re:

SUBJECT:

Presentation by Tom Kindred, Regional Director of IRSC Small Business Development Center's activities

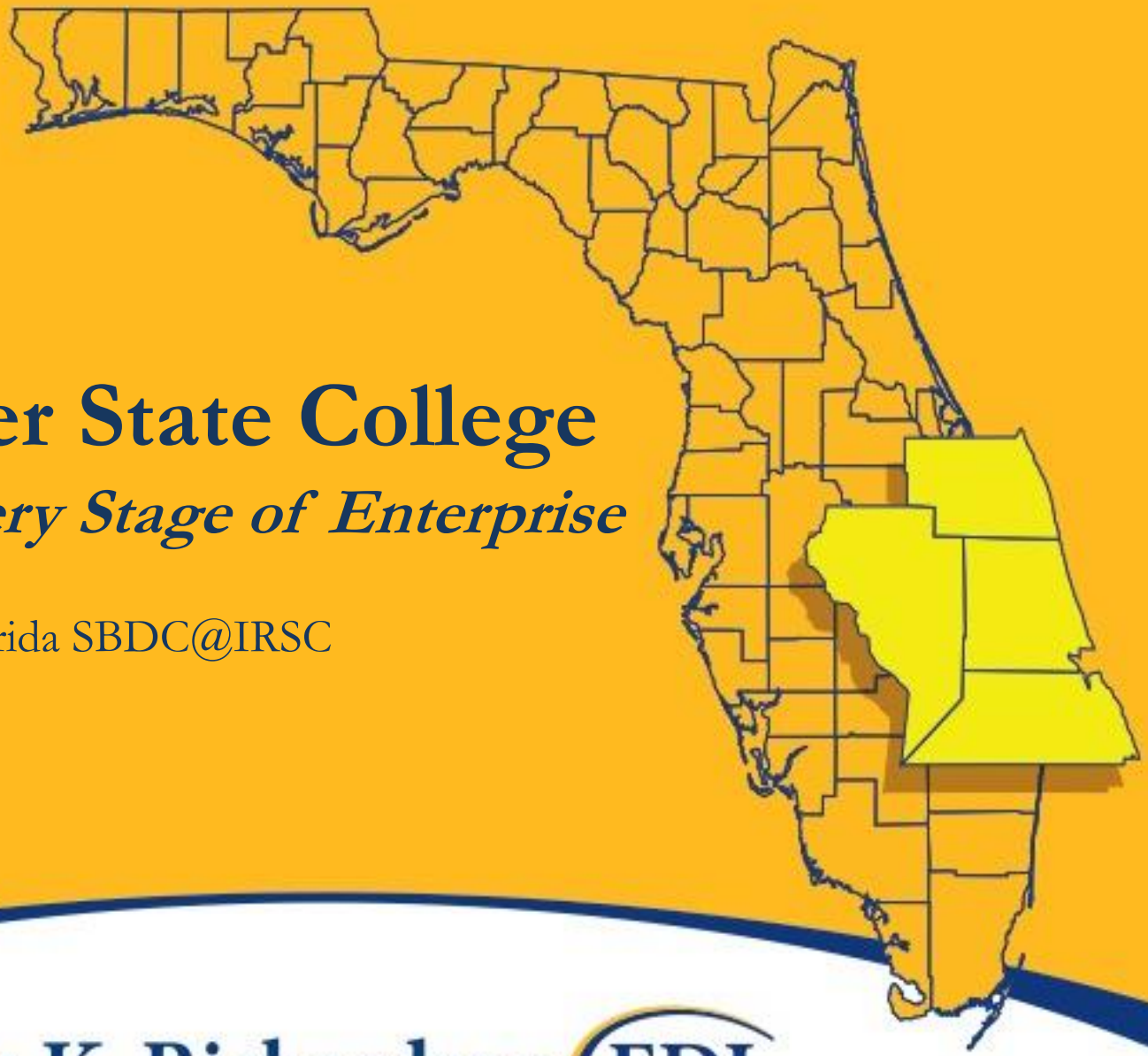
Attachments

Presentation

Form Review

Form Started By: Linda Cox Started On: 05/14/2021 08:49 AM

Final Approval Date: 05/14/2021



Indian River State College

Engaged at Every Stage of Enterprise

Tom Kindred Jr., MBA
Regional Director – Florida SBDC@IRSC

Dan K. Richardson EDI
ENTREPRENEURSHIP DEVELOPMENT INSTITUTE

Indian River State College

Dan K. Richardson
Entrepreneurship Development Institute

Engaged at Every Stage of Enterprise

IRSC School of Business
IRSC Business Incubation Program
Small Business Development Center
Corporate & Community Training Institute



The FSBDC @ IRSC

State's Principal provider of Small Business assistance, helping small businesses grow & succeed.

- Hosted at Indian River State College the FSBDC at IRSC provides this credentialed consulting and assistance to the Treasure Coast Region.

State Designated as Florida's Principal Provider of Business Assistance [§ 288.001, Fla. Stat.]

The FSBDC @ IRSC

Tools * Strategies * Expertise

By providing **no-cost** credentialed consulting, training, and research services. During disaster, we are among the state's "first responders"

Benefits:

- Enhance access to capital
- Understand market opportunities
- Identify new growth potential
- Improve financial standing
- Reveal hidden profits
- Recovery assistance during disasters

Services:

- Government Contracting Experts
- Export Marketing Plans
- Advanced Research Tools
- Profit Mastery Certification
- Financial Expertise
- Florida Small Business Emergency Bridge Loan

The FSBDC @ IRSC

Expertise, Specialist, Credentialed Consultants:

- Tom Kindred – Director
- Katherine Culhane – Associate Director - SHRM-SCP / DISC Certified – Martin
- Katie Muldoon – Marketing Specialist
- Frank Fink – Accounting/QuickBooks – Indian River
- TBA – CPA – St. Lucie/Fort Pierce
- Michael Bernard – Profit Mastery Certified / Facilitator – City of PSL
- Emily McHugh – Nasbite CGBP – Certified Global Business Professional
- Scotty Wilson – APTAC Member / PTAC Certified

COVID-19 – Relief & Recovery

- As the marketplace continues to deal with the ongoing ramifications of the coronavirus, The Florida SBDC here and across the state continue to support small businesses as they rebound and recover.

Since March, we have...

Helped small businesses:

ACCESS more than **$208.5 million** in state and federal disaster assistance,



including the: PPP, EIDL, and Florida Small Business Emergency Bridge Loan programs.

We have also experienced **INCREASES** in:

CONSULTING HOURS DELIVERED

43.3%

NUMBER OF BUSINESSES SERVED

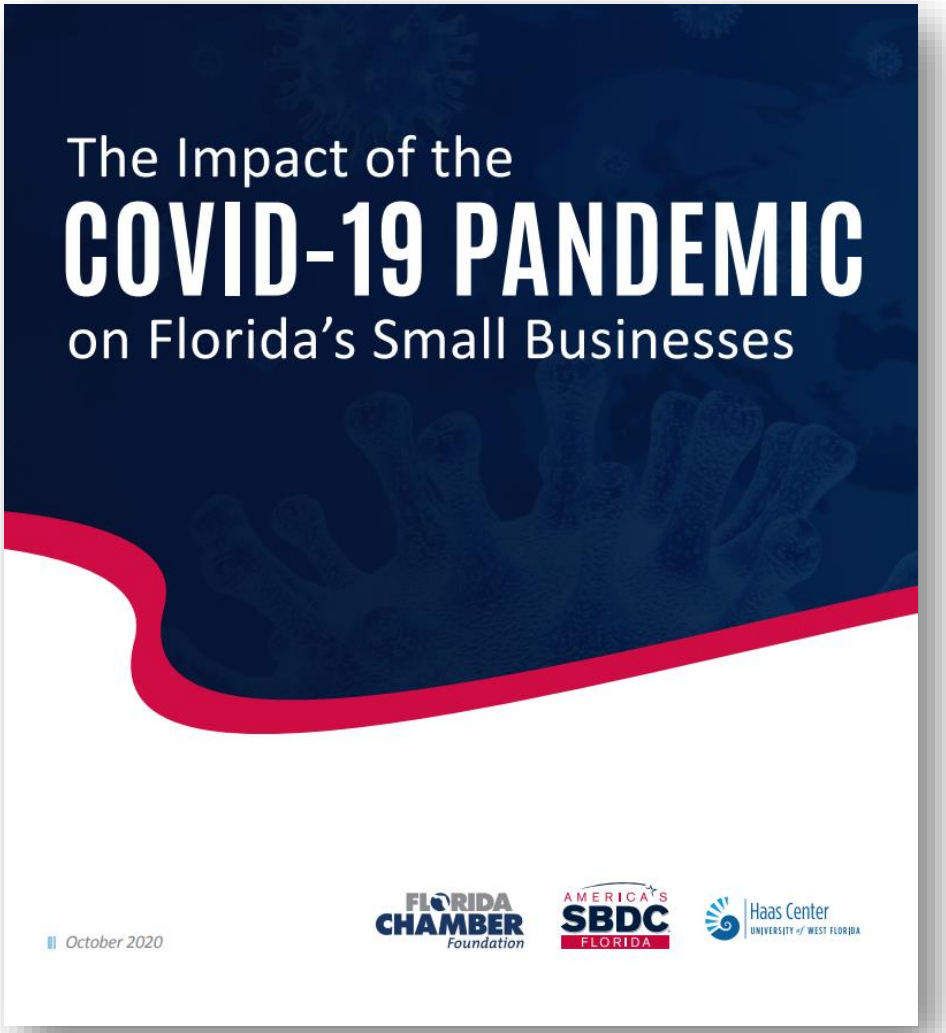
129%

DEMAND FOR OUR SERVICES

60%

COVID-19 – Relief & Recovery

- To better understand the obstacles and effects of the market disruption, the FSBDC Network partnered with Florida Chamber Foundation & University of West Florida to administer a survey of small business.



Due to COVID-19, small businesses:

in the



LEISURE & HOSPITALITY
industry were hit hardest

more than



CLOSED
for a period of time

sadly



closed
PERMANENTLY



are
concerned about
OPERATING in the future

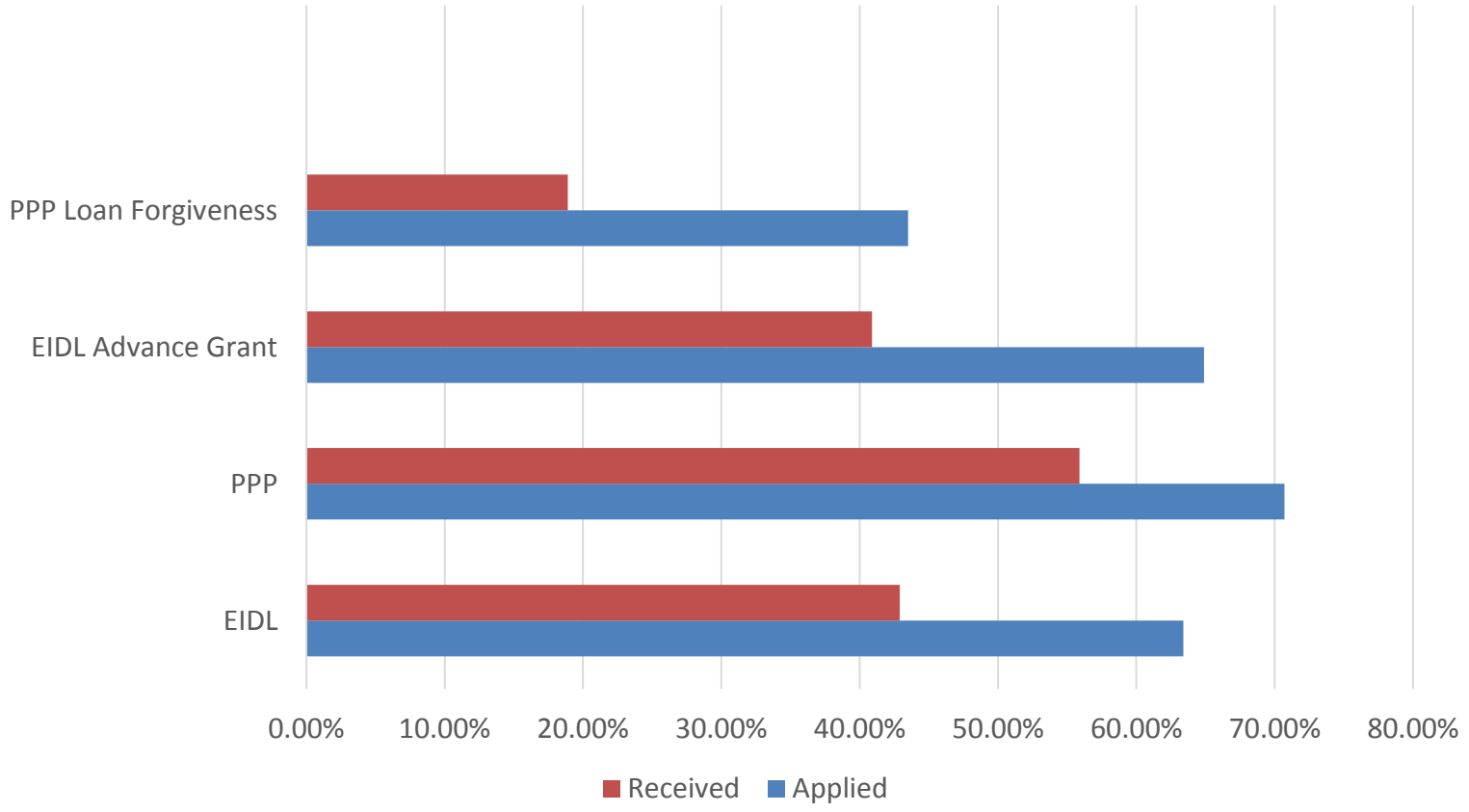


reported
LOSING REVENUE

Regional Impact –
Adjusting to COVID-19

Added expenses to mitigate public safety risks	65.4%
Business closure	48.1%
Change of business model	43.2%
Employee layoffs or displacement	39.5%
Enhanced an existing second mode of business	32.1%
Established a new alternative mode of business	27.2%
Event cancellation	46.9%
Loss of revenue	90.1%
Off-site working options	18.5%
Supply chain disruptions	32.1%

Regional Impact –
Small Business Relief Funding



Regional Impact –

Concerns About the Business Environment in the near Future

Concerned About Acquiring Capital	56.7%
Concerned About Business Continuity	64.4%
Concerned About Business Cost	69.7%
Concerned About Business Revenue	72.2%
Concerned About Economic Uncertainty	79.5%
Concerned About Government Regulations	67.4%
Concerned About Supply Chain	40.9%
Concerned About Workforce Quality	46.6%

2020 FSBDC @ IRSC Impact:

- Consulting Hours: 6,070
- Capital Raised: $14.3 million
- Government Contracts Acquired: $86 million
- Total Clients: 727 – Long Term Clients: 193
- Florida Small Business Emergency Bridge Loans: 95 processed/74 Funded**/$3,185,00 distributed to regional businesses**
- CARES Act Small Business Grants:
  - **IR Co.** - 328 – Total Submitted/Received/Processed Apps – to date - **Funded - $1.6 million** (continuing to work applications)
  - **SL Co**. – 500 – 600 Total Submitted/Received/Processed Apps –
    - **250 – Funded - $2 million**

SBDC@IRSC – COVID-19 Assistance

- **FSBDC@IRSC**
  - Additional Consultants
  - 8 to 10 additional consultants
  - COVID-19 business training program – CCTI



SBDC@IRSC – COVID-19 Assistance

- **Specialists**
  - Bill West - Capital Access/Lending
  - Marcus Coya - Technology
  - Leanna Haag - Digital Marketing/Website
  - Thom Epsky - HR
  - Brian Dapelo - Strategic Planning
  - John Coleman – Finance
  - Clifton Vaughn - Accounting



SBDC@IRSC – COVID-19 Assistance

- FSBDC@IRSC.edu
- 772-336-6285
- Simple registration process



FSBDC at IRSC-Marketing



Marketing Initiatives:

Treasure Coast Business Magazine

- Promotes regional business community
- Features regional businesses
- Best practices articles
- Presents in-depth & timely business information

Small Biz Florida - Statewide Podcast

- Promotes Program
- Presents best practice discussions
- 25 minute interviews featuring business, government & economic development leaders & topics

Small Biz Florida – Weekly Radio Program

- Promotes Program
- Presents best practice discussions
- 50 minute interviews featuring business, government & economic development leaders & topics
- Allows for quick delivery of time sensitive business information

SMALL BIZ FL
AMERICA'S SBDC FLORIDA

20/21 Initiatives & Partnerships:

Created funding partnership to create and launch Main Street Better Business Program:

- Lincoln Park
- Fort Pierce

Created funding partnership with Center State Bank to deploy Profit Mastery Training – Lincoln Park



20/21 Initiatives & Partnerships:

- Requested & received funding from FSBDC HQ for Capital Access Specialist
- Requested & received funding from FSBDC HQ for Manufacturing Specialist
- Requested & received funding from FSBDC HQ to deploy DISC training program
- Created funding partnership with TD Bank to deploy Profit Mastery Training
- Continued funding partnership with Bank of America to fund PTAC Program

Thank You!

Questions?

www.irscbiz.com

fsbdc@irsc.edu

772-336-6285



City Commission Regular Meeting - 4:30 pm **11. a.**

Meeting Date: 05/17/2021

Re: Approval to Submit Grant Application to Florida Division of Cultural Affairs for Sunrise Theatre

Submitted For: Sharon Engle, Executive Director, Sunrise Theatre

SUBJECT:

Approval to submit Florida Department of Community Affairs grant application for General Operating Support in the amount up to $150,000 for the Sunrise Theatre.

SUMMARY:

Grant applications are being accepted by the Florida Department of Community Affairs with a submission deadline of June 1, 2021.The grant will afford increased marketing and promotional efforts towards implementing and expanding our ability to present musical and theatrical productions throughout the 2022/23 Season.

RECOMMENDATION:

Approve request to submit grant application.

ALTERNATIVES:

Do not approve grant application.

RESPONSIBLE STAFF:

Sharon Engle, Sunrise Theatre Director
COFP Grants Division

COORDINATED WITH:

Anne Satterlee, Marketing Director, Sunrise Theatre
COFP Grants Division

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2022/23
Account: Sunrise Theatre
Amount: 150,000
FISCAL IMPACT:

Income from state grant.

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/10/2021 08:14 AM

City Manager	Nick Mimms	05/12/2021 03:54 PM
Form Started By: Anne Satterlee		Started On: 05/06/2021 02:23 PM
Final Approval Date: 05/12/2021		

City Commission Regular Meeting - 4:30 pm **11. b.**

Meeting Date: 05/17/2021

Re: Approval of the Communitywide Council recommendation for PY 2020-2021 Public Service Agency (PSA) Grant Awards in the amount of $23,000

SUBJECT:

* REMOVED FROM AGENDA - Approval of Communitywide Council recommendation for PY 2020-2021 Public Service Grant Awards in the amount of $23,000.

SUMMARY:

Communitywide Council scored five (5) applications on 3/10/2021

Attached please find: List of applicants and suggested grant awards; applicant grant applications; template for contractual agreement that will be used for each recipient.

RECOMMENDATION:

Approve Communitywide Council's recommendations for the 2020-2021 Public Service Agency Grant awards and template of contract to be used for each awardee, which has been approved as to form and correctness.

ALTERNATIVES:

Staff will proceed at the direction of the Commission.

RESPONSIBLE STAFF:

Sheila Wise, Grants and Reporting Specialist
Caleta Scott, Manager, GAD

COORDINATED WITH:

Johnna Morris, Finance Director

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2020
Account:	10390025548415
Amount:	23000

OTHER INFORMATION:

Public Service Grant Awards were approved by the City Commission in the 2020 Action Plan. This funding will be reimbursed to the City via CDBG.

Attachments

CWC Recommendation

Habitat for Humanity Application
St Lucie Sheriff's PAL Application
St Mark Educational Center Application
Treasure Coast Elite Application
Treasure Coast Food Bank Application
Grant Contract Template

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	04/28/2021 11:19 AM
City Manager	Nick Mimms	05/05/2021 10:55 AM
Form Started By: cscott		Started On: 04/07/2021 05:53 PM
Final Approval Date: 05/05/2021		

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. Mark Educational Center	88.2	5K	$5,000
3	Treasure Coast Food Bank	87.0	5K	$5,000
4	St. Lucie Sheriff's PAL	85.8	5K	$3,000
5	Treasure Coast Elite	75.8	5K	$5,000
6				
7				
8				
9				
10				
Totals				$23,000.00

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

Date and Time Stamp

(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@5tLucieHabitat.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

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
__ Illiterate Adults
__X Lower Income Senior Citizen
__ Migrant Farm Workers
__ Elderly
__ Persons with HIV/AIDS
__ Homeless
__ Severely Disabled Adults
__X Lower Income Youth
__ 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

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

PLANT HAVEN WHOLESALE NURSERY, INC.

10300 W. Midway Road • Fort Pierce, Florida 34945
Phone: (772) 466-0801
Fax: (772) 466-0449

St. Lucie Habitat for Humanity
Joseph
772-577-0008

2/4/2021

Item	Size	Quantity	Cost	Total
Cocoplum	#3	30	$10.00	$300.00
Live Oak	#25	2	$200.00	$400.00
Bahai Sod	(15,000 sq ft) Pallets	38	$115.00	$4,370.00
Mulch	Yds	2	$50.00	$100.00
			Sub	**$5,170.00**
			Tax	**$361.90**
			Total	**$5,531.90**

Suzanne Woodward WoodwardS@stluciesheriff.com

Melissa
Thank you we are super excited
as well
Suz

On Jan 26, 2021, at 11:59 AM, Melissa Winstead <Melissa@stluciehabitat.org> wrote:

CAUTION: This email originated from **OUTSIDE** of St. Lucie County Sheriff's Office. **DO NOT** click any links or open attachments unless you recognize the sender **AND** know the content is safe.

Hi Suzanne,

I hope all is going well at the Sheriff's office. I just want to say that all of us at Habitat are thrilled to have your team coming out to the Habitat construction site to help with one of our homes!

Here are the details so far:

Sheriff's Build
Saturday, May 1, 2021 – 8:00am-12:00pm-ish!
103 Hialeah Avenue, Fort Pierce 34982
30 volunteers for landscaping/sod
The Habitat homeowner has not been assigned at this moment, but by May, we'll have them at the jobsite to work with your team.

Let me know if you have any questions – our volunteer coordinator, Amanda, is out on maternity leave, but she'll be back mid-February, and after that, she can send the volunteer forms and waivers needed.

Stay safe,
Melissa

<image002.jpg>

Melissa Winstead
Development & Marketing Director
St. Lucie Habitat for Humanity
702 South 6th Street, Fort Pierce, FL 34950
(772) 464-1117 ext. 103 | fax: (772) 464-4377
donate • **volunteer** • **stluciehabitat.org**

DIVISION OF CORPORATIONS

Sunbiz.org Division of Corporations an official State of Florida website

Detail by Entity Name

Florida Not For Profit Corporation
ST. LUCIE HABITAT FOR HUMANITY, INC.

Filing Information

Document Number	N95000006057
FEI/EIN Number	65-0631850
Date Filed	12/21/1995
State	FL
Status	ACTIVE

Principal Address

702 S 6TH STREET
FORT PIERCE, FL 34950

Changed: 04/30/2008

Mailing Address

702 S 6TH STREET
FORT PIERCE, FL 34950

Changed: 04/30/2008

Registered Agent Name & Address

CALHOUN, ROBERT D
702 S 6TH STREET
FORT PIERCE, FL 34950

Name Changed: 04/17/2014

Address Changed: 04/30/2008

Officer/Director Detail

Name & Address

Title Secretary

GARCIA KING, PATRICIA
10124 CROSBY PLACE
PORT ST LUCIE, FL 34986

Title VP

Davis, Douglas
P.O Box 186
Fort Pierce, FL 34954

Title President

Braxton, James
2176 SW Algiers St
Port St., FL 34953

Title Treasurer

Carling, Dave
997 SE Damask Ave
Port St Lucie, FL 34983

Title Executive Director

Calhoun, Robert V
640 NE Muskrat Run
Port St Lucie, FL 34983

Annual Reports

Report Year	Filed Date
2019	03/29/2019
2020	03/18/2020
2020	06/18/2020

Document Images

06/18/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
03/18/2020 -- ANNUAL REPORT	View image in PDF format
03/29/2019 -- ANNUAL REPORT	View image in PDF format
07/09/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
07/05/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
02/23/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
04/19/2016 -- ANNUAL REPORT	View image in PDF format
09/30/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
09/19/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/17/2014 -- ANNUAL REPORT	View image in PDF format
04/26/2013 -- ANNUAL REPORT	View image in PDF format
10/10/2012 -- ANNUAL REPORT	View image in PDF format
04/27/2012 -- ANNUAL REPORT	View image in PDF format
04/08/2011 -- ANNUAL REPORT	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format

03/30/2007 – ANNUAL REPORT	View image in PDF format
01/25/2006 – ANNUAL REPORT	View image in PDF format
01/05/2006 – ANNUAL REPORT	View image in PDF format
04/08/2005 – ANNUAL REPORT	View image in PDF format
05/03/2004 – ANNUAL REPORT	View image in PDF format
06/09/2003 – ANNUAL REPORT	View image in PDF format
02/26/2002 – ANNUAL REPORT	View image in PDF format
02/22/2001 – ANNUAL REPORT	View image in PDF format
04/24/2000 – ANNUAL REPORT	View image in PDF format
04/16/1999 – ANNUAL REPORT	View image in PDF format
02/03/1998 – ANNUAL REPORT	View image in PDF format
01/16/1997 – ANNUAL REPORT	View image in PDF format
05/01/1996 – ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0029

In reply refer to: 4077550277
Mar. 09, 2015 LTR 4167C 0
91-1914868 000000 00
00040704
BODC: TE

HABITAT FOR HUMANITY INTERNATIONAL
INC
HABITAT FOR HUMANITY INTRNL PARENT
% EDWARD K QUIBELL - CFO/SR VP
121 HABITAT ST
AMERICUS GA 31709-3423

052913

Employer Identification Number: 91-1914868
Group Exemption Number: 8545
Person to Contact: Ms Benjamin
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 20, 2015, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in January 1987, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106 and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Tamera Ripperda
Director, Exempt Organizations

St. Lucie Habitat for Humanity®
702 South 6th Street
Fort Pierce, FL 34950-8342

Tel: (772) 464-1117
Fax: (772) 464-4377

2020-2021 BOARD OF DIRECTORS

Jim Braxton (Enid)-**President**
Retired Air Force
2176 SW Algiers Street, PSL 34953
H: 772-777-8184
Email: jbraxton99@comcast.net
Term: 2017-2023

Doug Davis (Sue)- **Vice President**
R.K. Davis Construction
P.O. Box 186, FP 34954
772-461-8335
772-323-6293
ddavis@rkdavis.com
Term: 2016-2022

Sam Rutland (Mimi)
Retired Pastor
687 Hampton Woods Lane, SW VB 32962
C: 305-336-3668
Email: sam.rutland@yahoo.com
Term: 2014-2020

Dave Carling (Betty) – **Treasurer**
Retired Retail
997 SE Damask Avenue, PSL 34983
H: 772-878-7383
baitdc@aol.com
Term: 2016-2022

Non-Voting Member:
Robert D. Calhoun *(Pauletta)*-**E.D**. SLH
640 NE Muskrat Run
Port St. Lucie, FL 34983
(772) 618-0838

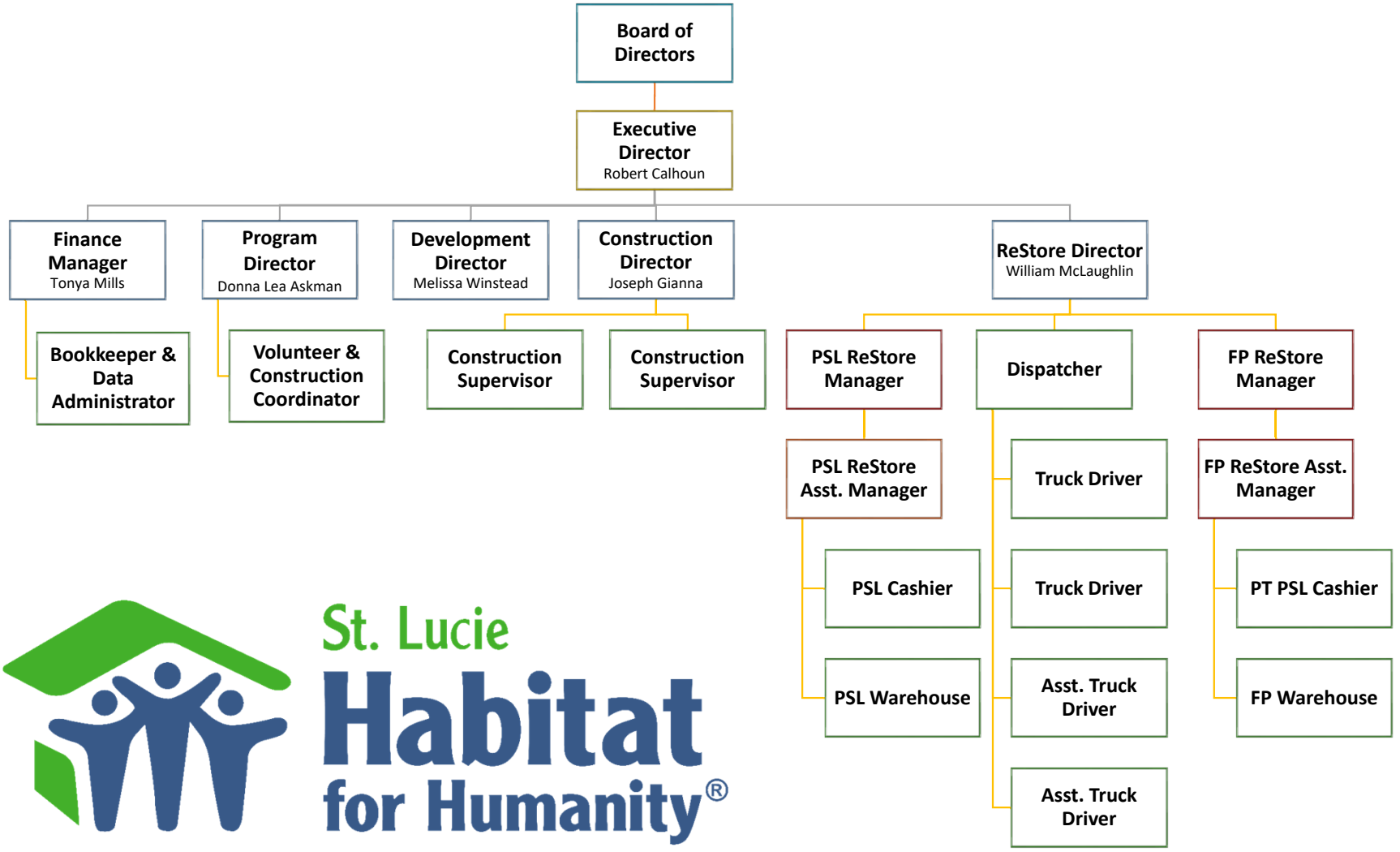
Patricia Garcia King
Realtor, Keller Williams
10124 Crosby Place, PSL 34986
C: 772-418-3851
patriciagarciaking@gmail.com
Term: 2018-2024

Jack Maxwell (Nancy) **Secretary**
Retired VP, IRSC
1501 S Indian River Dr, FP 34950
772-332-1318
jacksonmaxwell@gmail.com
Term: 2017-2023

Angela Hayle
ACCH Insurance Agency
455 NW Prima Vista Blvd, PSL 34983
B: 772-985-5265 C: 772-905-8733
Email: acchinsagency@hotmail.com
Term: 2017-2023

Mike Owen
Engineering Design & Construction, Inc.
10250 SW Village Parkway Suite 201
Port St. Lucie, FL 34987
B: 772-462-2355 C: 772-349-4476
mikeowen@edc-inc.com
Term: 2020-2026

Organization Chart



St. Lucie Habitat for Humanity®

Board of Directors
St. Lucie Habitat for Humanity, Inc

Meeting of January 20, 2021

MINUTES

Present: Board Members:

- Jim Braxton, Dave Carling, Doug Davis, Angela Hayle, Patricia King, Jack Maxwell, Mike Owen, Sam Rutland, Amber Woods.
- Staff: Bob Calhoun, Tonya Mills, Melissa Winstead.
- Family Services committee: Fred Patterson

The meeting was called to order at 5:00 p.m. by Jim Braxton, President.

- Welcome and opening prayer by Jim Braxton.

- The minutes of to SLHFH board meeting of 11/16/2020 were presented. After discussion, Doug Davis moved approval and was seconded by Patricia King. Motion approved.

- Family Services Committee: Fred Patterson brought forward a list of recommended families to purchase SLHFH homes. The recommended families came from 10 applicants for these homes. The applicants had been thoroughly reviewed for need and for homeowner readiness. Doug Davis moved to accept the top three ranked applicants to work through SLHFH procedures to become owners of the three homes currently in the permitting process. Motion was seconded by Sam Rutland. Motion approved.

- Financial Report: The November and December financial reports were separately presented by Dave Carling.

    a. The November report provided an overview of SLHFH financial information up through November. Ending cash balance was $367,813. Delinquent mortgages increased to 9, making a 15%

delinquency rate. Motion for approval was made by Jack Maxwell and seconded by Angela Hayle. Motion approved.

b. The January report listed end of month cash balance of $364,003 which in discussion was corrected to $324,002. Delinquent mortgages decreased to 7, bringing down the delinquency rate to 11%. Patricia King moved approval which was seconded by Jack Maxwell. Motion approved.
c. Bob Calhoun presented the IRS 990 tax form for SLHFH covering from July, 2019, to June, 2020. After review and discussion by the board, Dave Carling moved approval and was seconded by Sam Rutland. Motion approved.
d. Bob Calhoun presented the medical leave policy allowing up to six weeks of leave for medical and some family exigency situations. After board discussion, Doug Davis made a motion for approval, which was seconded by Mike Owen. Motion approved.
e. Bob Calhoun presented for information purpose a midyear SLHFH budget status. Board approval was not required.
f. St. Lucie Habitat for Humanity Board of Directors authorizes the application to the city of Ft. Pierce's 2020-2021 Public Service Agency Grant for $5,000 in funding. Moved by Jim Braxton, second by Doug Davis. Motion approved.

- Program Updates:
    a. Bob reported that SLHFH is seeking additional building lots but is facing rising lot valuations. SLHFH has a proposal into the city of Port St. Lucie for 6 lots with construction funding.
    b. Melissa Winstead reported that the Women Build project is being organized under a team approach with individuals and organizations recruiting team members.

- Adjournment: Dave Carling moved for to adjourn the meeting. The motion was seconded by Mike Owen. Jim adjourned the meeting at 6:04 p.m.

Analysis Business Checking

PNC Bank

PNC BANK

For the Period 10/01/2020 to 10/30/2020

Primary Account Number: 12-2510-3734
Page 1 of 7
Number of enclosures: 0

ST LUCIE HABITAT FOR HUMANITY
OPERATING ACCOUNT
702 S 6TH ST
FORT PIERCE FL 34950-8342

For 24-hour banking sign on to
PNC Bank Online Banking on pnc.com
FREE Online Bill Pay

For customer service call 1-877-BUS-BNKG
Monday - Friday: 7 AM - 10 PM ET
Saturday & Sunday: 8 AM - 5 PM ET

Para servicio en espanol, 1-877-BUS-BNKG

Moving? Please contact your local branch

Write to: Customer Service
PO Box 609
Pittsburgh, PA 15230-9738

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IMPORTANT ACCOUNT CHANGE FOR ALL BUSINESS ACCOUNTS
WITH TREASURY MANAGEMENT SERVICES

Effective JANUARY 1, 2021, charges for certain Treasury Management services will change. The impact of these changes on your organization will depend on the mix of services you use at PNC and your transaction volume. If applicable, the fees for some of the services may be reduced or offset by the Earning Credit for your account.

Rather than listing all the detail for all services, we would be happy to review with you the changes that are applicable to your account and to discuss other services and options that may address the evolving needs of your company. If you are interested, please contact Treasury Management Client Care (TMCC) at 1-800-669-1518

REPORTING NEGATIVE INFORMATION TO CREDIT BUREAUS;
DISPUTING REPORTED INFORMATION

We may report information regarding your Account to credit bureaus. If the Account is jointly held, we may also report information to credit bureaus about any joint owner(s). Negative information, including closing of the Account with an overdrawn balance owed or other defaults on the Account, may be reflected in each joint owner's credit report. If you believe that the information that PNC Bank is furnishing to ChexSystems or Early Warning Services is inaccurate or incomplete, and you wish to dispute the reported information, you may dispute directly to PNC Bank and/or to ChexSystems or Early Warning Services, as applicable, however, the dispute must be in writing and sent by mail or fax as follows:

> PNC Bank, P.O. Box 99685, Pittsburgh, PA 15233 (Please note this is a new P.O. Box number)
> Chex Systems, Inc., 7805 Hudson Road, Suite 100, Woodbury, MN 55125, or faxing 602-659-2197.
> Early Warning Services, LLC Attn: Consumer Services, 16552 North 90th Street Suite 100, Scottsdale, AZ, 85260 or faxing it to: 480-656-6850.

Your correspondence should include the following information:

> Your name, address and Social Security number
> Your account number
> The information being reported that you believe is inaccurate or incomplete
> Any supporting documents, such as account statements, letters, etc.

Analysis Business Checking

For 24-hour account information, sign-on to pnc.com/mybusiness/

For the Period 10/01/2020 to 10/30/2020
St Lucie Habitat For Humanity
Primary Account Number: 12-2510-3734

Deposits - *continued*

Date posted	Amount	Transaction description	Reference number
10/13	366.38	Deposit	032651139
10/13	467.56	Deposit	032639184
10/13	415.89	Deposit	033073529
10/13	407.21	Deposit	033073531
10/13	143.35	Deposit	030535059
10/14	285.73	Deposit	031730972
10/14	343.29	Deposit	033362060
10/15	336.48	Deposit	032687518
10/15	35,260.27	Deposit	035530614
10/15	345.27	Deposit	032859820
10/16	441.10	Deposit	030935938
10/16	260.14	Deposit	036993440
10/19	333.77	Deposit	031647633
10/20	763.54	Deposit	034879969
10/20	326.15	Deposit	032971778
10/20	576.75	Deposit	032971780
10/20	196.00	Deposit	032971782
10/21	277.80	Deposit	035189821
10/21	358.63	Deposit	030863237
10/22	436.48	Deposit	033858201
10/23	321.17	Deposit	034020379
10/23	461.37	Deposit	032940204
10/23	312.86	Deposit	032940206
10/27	679.10	Deposit	033079160
10/27	1,851.70	Deposit	033079166
10/27	341.74	Deposit	031472075
10/27	282.53	Deposit	031472077
10/27	525.45	Deposit	031472079
10/28	533.15	Deposit	034955534
10/28	815.45	Deposit	032444601
10/29	419.03	Deposit	030800189
10/29	464.40	Deposit	035949214
10/29	450.00	Deposit	030800440
10/29	232.86	Deposit	030800443
10/29	403.72	Deposit	030800448
10/30	155.18	Deposit	033967525

ACH Additions

Date posted	Amount	Transaction description	Reference number
10/06	15.00	Corporate ACH Funds Disb Safesave 27500851936847	00020279904580479
10/07	1,010.00	Corporate ACH Funds Disb Safesave 27500853713343	00020280908645802
10/07	13,365.44	ACH Credit ACH Xfer Amerinational Co 1143_2	00020281909699954
10/08	66,112.59	Corporate ACH Payments Volunteer Florid 5104	00020281911559167
10/08	10.30	Corporate ACH Funds Disb Safesave 27500855197248	00020281911558397

ACH Additions continued on next page

Analysis Business Checking

For 24-hour account information, sign-on to pnc.com/mybusiness/

For the Period 10/01/2020 to 10/30/2020
St Lucie Habitat For Humanity
Primary Account Number: 12-2510-3734

Other Additions *- continued*

Date posted	Amount	Transaction description		Reference number	
10/14	959.77	PNC Merchant Deposit	277255654992	277255654992	PGH
10/15	763.46	PNC Merchant Deposit	277206787990	277206787990	PGH
10/15	787.39	PNC Merchant Deposit	277255654992	277255654992	PGH
10/16	790.44	PNC Merchant Deposit	277206787990	277206787990	PGH
10/16	836.60	PNC Merchant Deposit	277255654992	277255654992	PGH
10/19	526.82	PNC Merchant Deposit Effective 10-17-20	277206787990	277206787990	PGH
10/19	1,404.12	PNC Merchant Deposit Effective 10-17-20	277255654992	277255654992	PGH
10/19	725.02	PNC Merchant Deposit Effective 10-18-20	277206787990	277206787990	PGH
10/19	1,575.81	PNC Merchant Deposit Effective 10-18-20	277255654992	277255654992	PGH
10/20	1,021.67	PNC Merchant Deposit	277255654992	277255654992	PGH
10/21	365.16	PNC Merchant Deposit	277206787990	277206787990	PGH
10/21	1,995.13	PNC Merchant Deposit	277255654992	277255654992	PGH
10/22	919.59	PNC Merchant Deposit	277206787990	277206787990	PGH
10/22	1,189.65	PNC Merchant Deposit	277255654992	277255654992	PGH
10/23	767.19	PNC Merchant Deposit	277206787990	277206787990	PGH
10/23	116.34	PNC Merchant Deposit	277255654992	277255654992	PGH
10/26	230.47	PNC Merchant Deposit Effective 10-24-20	277206787990	277206787990	PGH
10/26	1,314.51	PNC Merchant Deposit Effective 10-24-20	277255654992	277255654992	PGH
10/26	767.83	PNC Merchant Deposit Effective 10-25-20	277206787990	277206787990	PGH
10/26	1,134.80	PNC Merchant Deposit Effective 10-25-20	277255654992	277255654992	PGH
10/27	736.53	PNC Merchant Deposit	277255654992	277255654992	PGH
10/28	532.23	PNC Merchant Deposit	277206787990	277206787990	PGH
10/28	860.03	PNC Merchant Deposit	277255654992	277255654992	PGH
10/29	802.01	PNC Merchant Deposit	277206787990	277206787990	PGH
10/29	1,445.81	PNC Merchant Deposit	277255654992	277255654992	PGH
10/30	868.24	PNC Merchant Deposit	277206787990	277206787990	PGH
10/30	1,167.95	PNC Merchant Deposit	277255654992	277255654992	PGH

Checks and Other Deductions

Checks and Substitute Checks

* Gap in check sequence

Date posted	Check number	Amount	Reference number	Date posted	Check number	Amount	Reference number	Date posted	Check number	Amount	Reference number
10/19	1971 *	194.80	076175965	10/08	1987	6,055.00	074019337	10/06	1998	200.00	071387838
10/22	1973 *	723.50	072305368	10/06	1988	3,593.68	071392707	10/07	1999	650.00	073433722
10/05	1977 *	5,000.00	077398796	10/07	1989	2,180.53	073594677	10/19	2000	251.66	077084500
10/13	1981 *	13,800.00	077673598	10/07	1992 *	2,847.99	072728711	10/29	2001	363.97	071490266
10/21	1983 *	7,775.00	071315280	10/06	1993	1,727.30	071394667	10/20	2002	1,438.57	077774286
10/08	1984	594.08	074567939	10/06	1994	79.00	031348790	10/20	2003	650.00	070890542
10/05	1985	6,200.00	070847467	10/06	1996 *	11,896.37	071389896	10/19	2004	3,800.00	090813050
10/06	1986	10,630.00	071389925	10/13	1997	5,010.00	077673600	10/22	2005	6,500.00	033075622

Checks and Substitute Checks continued on next page

ACH Deductions - *continued*

Date posted	Amount	Transaction description	Reference number
10/16	622.05	ACH Web-Single 7725959390 Waste Pro Fort P 1571846900	00020290902669188
10/16	370.32	ACH Web-Single 7725959390 Waste Pro Fort P 1571846802	00020290902669186
10/16	321.31	ACH Web-Single 7725959390 Waste Pro Fort P 1571846846	00020290902669187
10/16	225.94	ACH Web-Single Bill Pymnt Achma Visb 5299372	00020289910733735
10/16	150.00	Corporate ACH Childsupp Fl Dept Of Reven 202010160001116	00020289910673482
10/16	95.53	ACH Web-Single 7725959390 Waste Pro Fort P 1571846720	00020290902669185
10/16	71.94	ACH Web-Recur Adtpapach Adt Security Ser 401261660	00020290902452144
10/16	29.29	ACH Web-Single Web Pymnt St. Lucie County 157600687	00020290902812827
10/16	26.27	ACH Web-Single Web Pymnt St. Lucie County 157600592	00020290902812826
10/19	6,002.44	Corporate ACH Usataxpymt IRS 225069320942557	00020290904245125
10/19	4,338.79	Corporate ACH C01 Fla Dept Revenue 158379722	00020293907223967
10/19	436.56	Corporate ACH Lowes Epay Lowes Lar Syncb 183090920	00020290903987142
10/19	232.90	ACH Web-Single Cable Svc Comcast 0252894	00020290903956215
10/19	115.36	ACH Web-Single Online Pmt Staples 130249647332619	00020293906506505
10/20	372.00	Corporate ACH ACH Collec E-Banking Els Hhsl0421	00020294910290450
10/29	19,701.55	Corporate ACH Quickbooks Intuit Payroll S 650631850	00020303904339968
10/30	5,744.46	Corporate ACH Usataxpymt IRS 225070420004055	00020303905543964
10/30	150.00	Corporate ACH Childsupp Fl Dept Of Reven 202010300002487	00020303905272752

Service Charges and Fees

Date posted	Amount	Transaction description	Reference number
10/02	337.15	PNC Merchant Discount 277206787990	277206787990 PGH
10/02	62.25	PNC Merchant Fee 277206787990	277206787990 PGH
10/02	19.69	PNC Merchant Interchng 277206787990	277206787990 PGH
10/02	693.45	PNC Merchant Discount 277255654992	277255654992 PGH
10/02	137.13	PNC Merchant Fee 277255654992	277255654992 PGH
10/02	42.41	PNC Merchant Interchng 277255654992	277255654992 PGH

Other Deductions

Date posted	Amount	Transaction description	Reference number
10/01	1,138.65	Online Credit Card Pmt 10/01 XXXX4575	O4297033120094575275
10/30	5,071.78	Online Credit Card Pmt 10/30 XXXX4575	O6687033120094575304
10/30	89.88	Corporate Account Analysis Charge	0000000000000003750

St. Lucie Habitat For Humanity, Inc.
Reconciliation Summary
10000 · PNC Operating Fund 3734 (New), Period Ending 10/30/2020

	Oct 30, 20	
Beginning Balance		257,361.30
Cleared Transactions		
Checks and Payments - 92 items	-234,196.45	
Deposits and Credits - 155 items	210,635.71	
Total Cleared Transactions	-23,560.74	
Cleared Balance		**233,800.56**
Uncleared Transactions		
Checks and Payments - 11 items	-33,443.62	
Deposits and Credits - 1 item	283.23	
Total Uncleared Transactions	-33,160.39	
Register Balance as of 10/30/2020		**200,640.17**
New Transactions		
Checks and Payments - 51 items	-121,933.27	
Deposits and Credits - 50 items	31,059.42	
Total New Transactions	-90,873.85	
Ending Balance		**109,766.32**

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 10/30/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						257,361.30
Cleared Transactions						
Checks and Payments - 92 items						
Bill Pmt -Check	09/11/2020	EFT	Waste Pro	X	-370.32	-370.32
Bill Pmt -Check	09/14/2020	1973	S&T Technology Sol...	X	-723.50	-1,093.82
Bill Pmt -Check	09/14/2020	1971	Imperial Imprinting	X	-194.80	-1,288.62
Bill Pmt -Check	09/15/2020	EFT	Lowes	X	-436.56	-1,725.18
Bill Pmt -Check	09/18/2020	1977	AAA Lath & Stucco I...	X	-5,000.00	-6,725.18
Bill Pmt -Check	09/30/2020	1981	Shoreline Roofing, L...	X	-13,800.00	-20,525.18
Bill Pmt -Check	09/30/2020	1986	Coastal Building Co...	X	-10,630.00	-31,155.18
Bill Pmt -Check	09/30/2020	1983	Ashton Septic Tanks...	X	-7,775.00	-38,930.18
Liability Check	09/30/2020	E-pay	EFTPS	X	-6,201.54	-45,131.72
Bill Pmt -Check	09/30/2020	1985	Ashton Septic Tanks...	X	-6,200.00	-51,331.72
Bill Pmt -Check	09/30/2020	1987	PDC Drywall Contra...	X	-6,055.00	-57,386.72
Bill Pmt -Check	09/30/2020	1988	A-1 Roof Trusses	X	-3,593.68	-60,980.40
Bill Pmt -Check	09/30/2020	1989	Lawson Industries	X	-2,180.53	-63,160.93
Bill Pmt -Check	09/30/2020	1984	American Portable T...	X	-594.08	-63,755.01
Liability Check	10/01/2020		QuickBooks Payroll ...	X	-21,646.39	-85,401.40
Bill Pmt -Check	10/01/2020	1996	PSL Town Center, L...	X	-11,896.37	-97,297.77
Bill Pmt -Check	10/01/2020	1997	Shoreline Roofing, L...	X	-5,010.00	-102,307.77
Bill Pmt -Check	10/01/2020	1992	Lee Jones & Associ...	X	-2,847.99	-105,155.76
Bill Pmt -Check	10/01/2020	1993	St Lucie Battery & Tire	X	-1,727.30	-106,883.06
Bill Pmt -Check	10/01/2020	EFT	PNC Bank	X	-1,138.65	-108,021.71
Bill Pmt -Check	10/01/2020	EFT	Racetrac	X	-954.33	-108,976.04
Bill Pmt -Check	10/01/2020	EFT	Florida Power & Light	X	-722.14	-109,698.18
Bill Pmt -Check	10/01/2020	1999	Treasure Coast Buil...	X	-650.00	-110,348.18
Bill Pmt -Check	10/01/2020	EFT	Comcast	X	-576.78	-110,924.96
Bill Pmt -Check	10/01/2020	EFT	Level 4 Telcom	X	-365.94	-111,290.90
Liability Check	10/01/2020	EFT	AFLAC	X	-354.04	-111,644.94
Bill Pmt -Check	10/01/2020	EFT	Florida Power & Light	X	-318.62	-111,963.56
Bill Pmt -Check	10/01/2020	EFT	Comcast	X	-232.90	-112,196.46
Bill Pmt -Check	10/01/2020	1998	TNT Services, LLC	X	-200.00	-112,396.46
Bill Pmt -Check	10/01/2020	EFT	Comcast	X	-195.98	-112,592.44
Bill Pmt -Check	10/01/2020	EFT	Home Depot	X	-170.65	-112,763.09
Bill Pmt -Check	10/01/2020	EFT	Staples	X	-115.36	-112,878.45
Bill Pmt -Check	10/01/2020	EFT	City of Port Saint Lu...	X	-85.67	-112,964.12
Bill Pmt -Check	10/01/2020	EFT	City of Port Saint Lu...	X	-85.67	-113,049.79
Bill Pmt -Check	10/01/2020	EFT	ADT Security	X	-79.56	-113,129.35
Bill Pmt -Check	10/01/2020	1994	Leed Insulation	X	-79.00	-113,208.35
Bill Pmt -Check	10/01/2020	EFT	ADT Security	X	-67.40	-113,275.75
Bill Pmt -Check	10/02/2020	2015	Provident Design & ...	X	-3,000.00	-116,275.75
Check	10/02/2020	EFT	PNC Merchant	X	-693.45	-116,969.20
Liability Check	10/02/2020	EFT	Sunrise Bank	X	-591.65	-117,560.85
Liability Check	10/02/2020	EFT	Florida State Disbur...	X	-420.42	-117,981.27
Check	10/02/2020	EFT	PNC Merchant	X	-337.15	-118,318.42
Liability Check	10/02/2020	EFT	Florida State Disbur...	X	-184.62	-118,503.04
Liability Check	10/02/2020	EFT	Florida State Disbur...	X	-150.00	-118,653.04
Check	10/02/2020	EFT	PNC Merchant	X	-137.13	-118,790.17
Check	10/02/2020	EFT	PNC Merchant	X	-62.25	-118,852.42
Check	10/02/2020	EFT	PNC Merchant	X	-42.41	-118,894.83
Check	10/02/2020	EFT	PNC Merchant	X	-19.69	-118,914.52
Check	10/05/2020	EFT	Safesave	X	-39.29	-118,953.81
Bill Pmt -Check	10/06/2020	2016	Provident Design & ...	X	-5,525.00	-124,478.81
Liability Check	10/09/2020	E-pay	Florida Department ...	X	-216.17	-124,694.98
Bill Pmt -Check	10/13/2020	EFT	United Health Care	X	-6,577.53	-131,272.51
Bill Pmt -Check	10/13/2020	EFT	Fort Pierce Utilities ...	X	-499.11	-131,771.62
Bill Pmt -Check	10/13/2020	EFT	Fort Pierce Utilities ...	X	-351.94	-132,123.56
Bill Pmt -Check	10/13/2020	EFT	Fort Pierce Utilities ...	X	-40.38	-132,163.94
Bill Pmt -Check	10/13/2020	EFT	Fort Pierce Utilities ...	X	-16.01	-132,179.95
Bill Pmt -Check	10/14/2020	EFT	Waste Pro	X	-685.74	-132,865.69
Bill Pmt -Check	10/14/2020	EFT	Waste Pro	X	-622.05	-133,487.74
Bill Pmt -Check	10/14/2020	EFT	Waste Pro	X	-321.31	-133,809.05
Bill Pmt -Check	10/14/2020	EFT	Verizon Wireless	X	-225.94	-134,034.99
Bill Pmt -Check	10/14/2020	EFT	Waste Pro	X	-95.53	-134,130.52
Bill Pmt -Check	10/14/2020	EFT	ADT Security	X	-71.94	-134,202.46
Liability Check	10/15/2020		QuickBooks Payroll ...	X	-20,644.52	-154,846.98
Bill Pmt -Check	10/15/2020	2005	Shoreline Roofing, L...	X	-6,500.00	-161,346.98
Liability Check	10/15/2020	E-pay	EFTPS	X	-6,002.44	-167,349.42
Bill Pmt -Check	10/15/2020	2004	Prezidential's Roofin...	X	-3,800.00	-171,149.42
Bill Pmt -Check	10/15/2020	2007	PNC Bank NA	X	-1,539.87	-172,689.29
Bill Pmt -Check	10/15/2020	2002	A-1 Roof Trusses	X	-1,438.57	-174,127.86
Bill Pmt -Check	10/15/2020	2006	Dirty Deeds Cleanin...	X	-900.00	-175,027.86

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 10/30/2020

Type	Date	Num	Name	Clr	Amount	Balance
Deposit	10/13/2020			X	988.68	115,507.49
Deposit	10/14/2020			X	200.00	115,707.49
Deposit	10/14/2020			X	285.73	115,993.22
Deposit	10/14/2020			X	336.66	116,329.88
Deposit	10/14/2020			X	343.29	116,673.17
Deposit	10/14/2020			X	959.77	117,632.94
Deposit	10/15/2020			X	24.01	117,656.95
Deposit	10/15/2020			X	336.48	117,993.43
Deposit	10/15/2020			X	345.27	118,338.70
Deposit	10/15/2020			X	763.46	119,102.16
Deposit	10/15/2020			X	787.39	119,889.55
Deposit	10/15/2020			X	35,260.27	155,149.82
Paycheck	10/16/2020	DD	McLaughlin, William ...	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Mills, Tonya R	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Bramble, Perry E	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Askman, Donna L	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Calhoun, Robert D	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Caroglanian, Jennife...	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Clothier, Amanda M	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Pease, Morgan J	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Shadlak, Kimberly A.	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Stagnitta, Justin R	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Wilkins, Alex	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Winstead, Melissa	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Gianna, Joseph W	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Cook, Joseph D	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Magno, Melissa	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Kienast, Andrew M	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Andrews, Donald L.	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Hendrickson, Jacky A.	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Angelico, Jeannie L.	X	0.00	155,149.82
Paycheck	10/16/2020	DD	Johnson, Jr., Tommi...	X	0.00	155,149.82
Deposit	10/16/2020			X	253.52	155,403.34
Deposit	10/16/2020			X	260.14	155,663.48
Deposit	10/16/2020			X	441.10	156,104.58
Deposit	10/16/2020			X	790.44	156,895.02
Deposit	10/16/2020			X	836.60	157,731.62
Deposit	10/17/2020			X	326.15	158,057.77
Deposit	10/17/2020			X	333.77	158,391.54
Deposit	10/17/2020			X	526.82	158,918.36
Deposit	10/17/2020			X	1,404.12	160,322.48
Deposit	10/18/2020			X	113.30	160,435.78
Deposit	10/18/2020			X	20,400.00	180,835.78
Deposit	10/19/2020			X	576.75	181,412.53
Deposit	10/19/2020			X	725.02	182,137.55
Deposit	10/19/2020			X	763.54	182,901.09
Deposit	10/19/2020			X	1,575.81	184,476.90
Deposit	10/20/2020			X	25.00	184,501.90
Deposit	10/20/2020			X	40.05	184,541.95
Deposit	10/20/2020			X	196.00	184,737.95
Deposit	10/20/2020			X	340.00	185,077.95
Deposit	10/20/2020			X	1,021.67	186,099.62
Deposit	10/21/2020			X	277.80	186,377.42
Deposit	10/21/2020			X	358.63	186,736.05
Deposit	10/21/2020			X	365.16	187,101.21
Deposit	10/21/2020			X	1,995.13	189,096.34
Deposit	10/22/2020			X	436.48	189,532.82
Deposit	10/22/2020			X	461.37	189,994.19
Deposit	10/22/2020			X	919.59	190,913.78
Deposit	10/22/2020			X	1,189.65	192,103.43
Deposit	10/23/2020			X	116.34	192,219.77
Deposit	10/23/2020			X	312.86	192,532.63
Deposit	10/23/2020			X	321.17	192,853.80
Deposit	10/23/2020			X	767.19	193,620.99
Deposit	10/24/2020			X	230.47	193,851.46
Deposit	10/24/2020			X	341.74	194,193.20
Deposit	10/24/2020			X	679.10	194,872.30
Deposit	10/24/2020			X	1,314.51	196,186.81
Deposit	10/26/2020			X	282.53	196,469.34
Deposit	10/26/2020			X	1,134.80	197,604.14
Bill Pmt -Check	10/27/2020	2021	American Portable T...	X	0.00	197,604.14
Bill Pmt -Check	10/27/2020	2023	Provident Design & ...	X	0.00	197,604.14

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 10/30/2020

Type	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	11/01/2020	2030	Provident Design & ...		-4,873.00	-25,555.00
Bill Pmt -Check	11/01/2020	2034	American Cover Des...		-4,224.94	-29,779.94
Bill Pmt -Check	11/03/2020	2036	Provident Design & ...		-5,000.00	-34,779.94
Bill Pmt -Check	11/03/2020	2037	Provident Design & ...		-5,000.00	-39,779.94
Bill Pmt -Check	11/03/2020	2035	GreenSheen		-3,712.00	-43,491.94
Check	11/03/2020	2039	St. Lucie Co. Clerk o...		-1,222.15	-44,714.09
Bill Pmt -Check	11/10/2020	2043	Provident Design & ...		-4,975.00	-49,689.09
Bill Pmt -Check	11/10/2020	2048	Provident Design & ...		-4,280.00	-53,969.09
Bill Pmt -Check	11/10/2020	2045	Provident Design & ...		-4,080.00	-58,049.09
Bill Pmt -Check	11/10/2020	2044	Provident Design & ...		-3,840.00	-61,889.09
Bill Pmt -Check	11/10/2020	2041	FTL Marketing, LLC		-1,150.00	-63,039.09
Bill Pmt -Check	11/10/2020	2040	Dirty Deeds Cleanin...		-1,000.00	-64,039.09
Bill Pmt -Check	11/10/2020	2042	Freedom Waste Ser...		-295.00	-64,334.09
Check	11/10/2020	2047	Petty Cash		-136.45	-64,470.54
Bill Pmt -Check	11/11/2020	2069	Provident Design & ...		-4,873.00	-69,343.54
Bill Pmt -Check	11/11/2020	2065	Provident Design & ...		-4,790.00	-74,133.54
Bill Pmt -Check	11/11/2020	2071	Provident Design & ...		-4,400.00	-78,533.54
Liability Check	11/11/2020	E-pay	EFTPS		-3,574.64	-82,108.18
Bill Pmt -Check	11/11/2020	2070	Provident Design & ...		-3,350.00	-85,458.18
Liability Check	11/11/2020	E-pay	EFTPS		-2,614.52	-88,072.70
Bill Pmt -Check	11/11/2020	2068	Fire Equipment Serv...		-308.50	-88,381.20
Bill Pmt -Check	11/11/2020	2067	TNT Services, LLC		-70.00	-88,451.20
Bill Pmt -Check	11/12/2020	2072	Provident Design & ...		-5,000.00	-93,451.20
Liability Check	11/13/2020		QuickBooks Payroll ...		-8,450.24	-101,901.44
Paycheck	11/13/2020	2055	Gianna, Joseph W		-1,755.21	-103,656.65
Paycheck	11/13/2020	2059	McLaughlin, William ...		-1,339.22	-104,995.87
Paycheck	11/13/2020	2050	Angelico, Jeannie L.		-1,082.33	-106,078.20
Paycheck	11/13/2020	2064	Young III, James A		-1,037.60	-107,115.80
Paycheck	11/13/2020	2057	Kienast, Andrew M		-973.93	-108,089.73
Paycheck	11/13/2020	2049	Andrews, Donald L.		-848.12	-108,937.85
Paycheck	11/13/2020	2052	Bramble, Perry E		-770.62	-109,708.47
Paycheck	11/13/2020	2054	Cook, Joseph D		-733.30	-110,441.77
Paycheck	11/13/2020	2060	Pease, Morgan J		-712.34	-111,154.11
Paycheck	11/13/2020	2053	Caroglanian, Jennife...		-700.50	-111,854.61
Paycheck	11/13/2020	2051	Bosely, John C		-669.47	-112,524.08
Paycheck	11/13/2020	2062	Stagnitta, Justin R		-665.05	-113,189.13
Paycheck	11/13/2020	2061	Shadlak, Kimberly A.		-561.49	-113,750.62
Paycheck	11/13/2020	2056	Hendrickson, Jacky A.		-558.46	-114,309.08
Liability Check	11/13/2020	EFT	AFLAC		-531.06	-114,840.14
Paycheck	11/13/2020	2063	Wilkins, Alex		-517.80	-115,357.94
Paycheck	11/13/2020	2058	Magno, Melissa		-396.18	-115,754.12
Liability Check	11/13/2020	EFT	Sunrise Bank		-372.00	-116,126.12
Liability Check	11/13/2020	EFT	Sunrise Bank		-372.00	-116,498.12
Bill Pmt -Check	11/13/2020	EFT	Staples		-292.59	-116,790.71
Liability Check	11/13/2020	EFT	Florida State Disbur...		-150.00	-116,940.71
Bill Pmt -Check	11/13/2020	EFT	PNC Bank		-0.99	-116,941.70
Sales Tax Payment	11/17/2020	EFT	Florida Department ...		-4,852.19	-121,793.89
Liability Check	11/19/2020	EFT	Florida State Disbur...		-139.38	-121,933.27
Total Checks and Payments					-121,933.27	-121,933.27
Deposits and Credits - 50 items						
Deposit	10/31/2020				433.66	433.66
Deposit	10/31/2020				539.71	973.37
Deposit	10/31/2020				1,196.80	2,170.17
Deposit	10/31/2020				1,339.68	3,509.85
Deposit	11/01/2020				15.00	3,524.85
Deposit	11/02/2020				521.49	4,046.34
Deposit	11/02/2020				2,836.14	6,882.48
Deposit	11/03/2020				363.22	7,245.70
Deposit	11/03/2020				405.31	7,651.01
Deposit	11/03/2020				981.67	8,632.68
Deposit	11/04/2020				153.13	8,785.81
Deposit	11/04/2020				165.43	8,951.24
Deposit	11/04/2020				748.11	9,699.35
Deposit	11/04/2020				883.49	10,582.84
Deposit	11/04/2020				1,145.90	11,728.74
Deposit	11/05/2020				251.67	11,980.41
Deposit	11/05/2020				434.84	12,415.25
Deposit	11/05/2020				737.94	13,153.19
Deposit	11/05/2020				1,674.73	14,827.92
Deposit	11/06/2020				226.00	15,053.92
Deposit	11/06/2020				347.10	15,401.02

Analysis Business Checking

PNC Bank

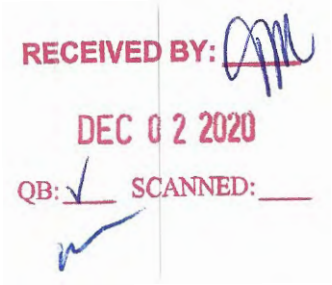
PNC BANK

For the Period 10/31/2020 to 11/30/2020

Primary Account Number: 12-2510-3734

Number of enclosures: 0

ST LUCIE HABITAT FOR HUMANITY
OPERATING ACCOUNT
702 S 6TH ST
FORT PIERCE FL 34950-8342



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IMPORTANT ACCOUNT CHANGE FOR ALL BUSINESS ACCOUNTS
WITH TREASURY MANAGEMENT SERVICES

Effective JANUARY 1, 2021, charges for certain Treasury Management services will change. The impact of these changes on your organization will depend on the mix of services you use at PNC and your transaction volume. If applicable, the fees for some of the services may be reduced or offset by the Earning Credit for your account.

Rather than listing all the detail for all services, we would be happy to review with you the changes that are applicable to your account and to discuss other services and options that may address the evolving needs of your company. If you are interested, please contact Treasury Management Client Care (TMCC) at 1-800-669-1518

IMPORTANT INFORMATION REGARDING PNC PURCHASE PAYBACK (R)

Updated PNC Purchase Payback Rewards Program (Program) Terms and Conditions (Terms and Conditions) are now available and can be viewed at pnc.com/purchasepayback-terms. By activating a Program offer, you agree to these Terms and Conditions. Please note that although we have made updates to the Terms and Conditions, we have not made any changes to the Program or how you can activate offers. LEARN MORE about PNC Purchase Payback at pnc.com/purchasepayback.

REPORTING NEGATIVE INFORMATION TO CREDIT BUREAUS;
DISPUTING REPORTED INFORMATION

We may report information regarding your Account to credit bureaus. If the Account is jointly held, we may also report information to credit bureaus about any joint owner(s). Negative information, including closing of the Account with an overdrawn balance owed or other defaults on the Account, may be reflected in each joint owner's credit report. If you believe that the information that PNC Bank is furnishing to ChexSystems or Early Warning Services is inaccurate or incomplete, and you wish to dispute the reported information, you may dispute directly to PNC Bank and/or to ChexSystems or Early Warning Services, as applicable, however, the dispute must be in writing and sent by mail or fax as follows:

> PNC Bank, P.O. Box 99685, Pittsburgh, PA 15233 (Please note this is a new P.O. Box number)
> Chex Systems, Inc., 7805 Hudson Road, Suite 100, Woodbury, MN 55125, or faxing 602-659-2197.
> Early Warning Services, LLC Attn: Consumer Services, 16552 North 90th Street Suite 100, Scottsdale, AZ,

85260 or faxing it to: 480-656-6850.

Your correspondence should include the following information:
> Your name, address and Social Security number
> Your account number
> The information being reported that you believe is inaccurate or incomplete
> Any supporting documents, such as account statements, letters, etc.
> A copy of the ChexSystems or Early Warning Services report, if available

IMPORTANT ACCOUNT INFORMATION

On July 12, 2020 we updated the "Closing your Account" section in your Account Agreement for Business Accounts ("Agreement"). All other information in your Agreement continues to apply to your account. Please read this information and keep it with your records. There is no additional action required by you at this time. This is only an informational message.

Closing Your Account
You or the Bank may close your Account at any time. We may ask that you provide your request to close your Account in writing. If we close the Account, we will mail you a check for the final balance. If you close the Account, you will still be responsible for any outstanding checks written, or service charges or overdrafts incurred, before, during or after the time you closed the Account. We are not required to close the Account at your request until all known authorized or outstanding items (including checks and ATM, point-of- sale, ACH and other electronic transactions) have been paid from your Account and any outstanding disputes (including but not limited to disputes regarding electronic transfers, ACH transactions or other unresolved internal research requests/disputes concerning the Account) have been resolved. Any items presented for payment after an Account has been closed will be returned to the payee, and you will be liable for any associated charges. Any additional deposits or electronic credits (including Social Security, pension payments and automatic payroll deposits) will be returned to the originator.

IMPORTANT ACCOUNT INFORMATION

On December 13, 2020, we updated language in the "Amendment, Waiver" section in your Account Agreement for Business Accounts ("Agreement"). Below is the updated language. All other information in your Agreement continues to apply to your account. Please read this information and keep it with your records.

AMENDMENTS, WAIVERS

We reserve the right to amend this Agreement (including the right to add new provisions and to convert your Account from one product to another) and to change charges, fees and the manner in which we calculate and/or credit interest from time to time.

Analysis Business Checking Summary

St Lucie Habitat For Humanity
Operating Account

Account number: 12-2510-3734

Overdraft Protection has not been established for this account.
Please contact us if you would like to set up this service.

Analysis Business Checking

For 24-hour account information, sign-on to pnc.com/mybusiness/

For the Period 10/31/2020 to 11/30/2020
St Lucie Habitat For Humanity
Primary Account Number: 12-2510-3734

Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
233,800.56	176,564.68	211,252.34	199,112.90

Average ledger balance	Average collected balance
231,702.51	231,549.89

Deposits and Other Additions

Description	Items	Amount
Deposits	43	24,103.98
ACH Additions	12	106,039.77
Other Additions	42	46,420.93
Total	97	176,564.68

Checks and Other Deductions

Description	Items	Amount
Checks	54	150,315.14
ACH Deductions	44	59,077.51
Service Charges and Fees	8	1,743.75
Other Deductions	1	115.94
Total	107	211,252.34

Daily Balance

Date	Ledger balance	Date	Ledger balance	Date	Ledger balance
10/31	233,800.56	11/10	219,900.15	11/20	243,812.06
11/02	239,814.05	11/12	272,130.22	11/23	251,640.30
11/03	228,796.29	11/13	256,831.35	11/24	228,663.55
11/04	211,346.30	11/16	250,873.27	11/25	208,918.58
11/05	215,047.24	11/17	247,983.24	11/27	201,330.20
11/06	218,813.38	11/18	250,604.44	11/30	199,112.90
11/09	224,965.73	11/19	240,159.10		

Activity Detail

Deposits and Other Additions

Deposits

Date posted	Amount	Transaction description	Reference number
11/02	433.66	Deposit	032665806
11/02	283.23	Deposit	032665808
11/02	539.71	Deposit	032385811
11/03	405.31	Deposit	035221345
11/04	521.49	Deposit	033021142
11/04	153.13	Deposit	031500622
11/04	363.22	Deposit	033021144
11/05	748.11	Deposit	032962026
11/05	434.84	Deposit	032962032
11/05	251.67	Deposit	032354380
11/06	545.93	Deposit	030959100
11/06	226.00	Deposit	035111344
11/09	552.62	Deposit	031626625
11/09	2,552.46	Deposit	031185652
11/10	340.84	Deposit	034293391
11/10	941.72	Deposit	032097579
11/10	506.48	Deposit	032097581
11/10	734.65	Deposit	032097583
11/12	158.33	Deposit	030842283
11/12	421.71	Deposit	030842295
11/12	320.00	Deposit	030678066
11/12	278.20	Deposit	030678068

Analysis Business Checking

For 24-hour account information, sign-on to pnc.com/mybusiness/

For the Period 10/31/2020 to 11/30/2020
St Lucie Habitat For Humanity
Primary Account Number: 12-2510-3734

Deposits - *continued*

Date posted	Amount	Transaction description	Reference number
11/13	721.38	Deposit	032858969
11/13	176.41	Deposit	032686255
11/16	699.65	Deposit	034908010
11/17	647.46	Deposit	030154965
11/17	344.25	Deposit	030154971
11/17	646.48	Deposit	030443942
11/17	756.08	Deposit	030443944
11/18	737.78	Deposit	033637735
11/19	587.70	Deposit	034782648
11/19	502.70	Deposit	034482463
11/19	734.40	Deposit	034482466
11/20	417.11	Deposit	031149900
11/20	850.00	Deposit	031926845
11/20	262.81	Deposit	030828204
11/23	529.44	Deposit	032671402
11/23	505.90	Deposit	032226477
11/24	458.72	Deposit	034348678
11/24	408.35	Deposit	035796638
11/24	412.36	Deposit	034838903
11/25	1,130.68	Deposit	030826131
11/25	861.01	Deposit	030472673

ACH Additions

Date posted	Amount	Transaction description	Reference number
11/03	15.00	Corporate ACH Funds Disb Safesave 27500880216344	00020307903891599
11/06	13,273.86	ACH Credit ACH Xfer Amerinational Co 1143_2	00020311906631760
11/10	535.30	Corporate ACH Funds Disb Safesave 27500887579546	00020314911812320
11/10	10.25	Corporate ACH Amazonsmil Amzn6Y9JH1BP 6Pqjfon3Ixztg9Z	00020315903460103
11/12	90,245.39	Corporate ACH Payments Volunteer Florid 5104	00020315906158406
11/12	776.85	ACH Credit ACH Xfer Amerinational Co 1143_2	00020317907459351
11/16	24.01	Corporate ACH Corp Pmt Network For Good 6990593	00020321004753228
11/17	225.00	Corporate ACH Funds Disb Safesave 27500893977445	00020321908943674
11/20	10.30	Corporate ACH Funds Disb Safesave 27500898163546	00020324909391023
11/23	558.81	ACH Credit XXXXXX1175 Amerinational Co 1143_2	00020328903564855
11/24	340.00	Corporate ACH Funds Disb Safesave 27500900813849	00020328906217504
11/24	25.00	Corporate ACH Funds Disb Safesave 27500900813948	00020328906217501

Other Additions

Date posted	Amount	Transaction description	Reference number
11/02	1,339.68	PNC Merchant Deposit 277206787990 Effective 10-31-20	277206787990 PGH

Other Additions - *continued*

Date posted	Amount	Transaction description		Reference number	
11/02	1,196.80	PNC Merchant Deposit Effective 10-31-20	277255654992	277255654992	PGH
11/02	981.67	PNC Merchant Deposit Effective 11-01-20	277206787990	277206787990	PGH
11/02	2,836.14	PNC Merchant Deposit Effective 11-01-20	277255654992	277255654992	PGH
11/03	1,145.90	PNC Merchant Deposit	277255654992	277255654992	PGH
11/04	165.43	PNC Merchant Deposit	277206787990	277206787990	PGH
11/04	883.49	PNC Merchant Deposit	277255654992	277255654992	PGH
11/05	737.94	PNC Merchant Deposit	277206787990	277206787990	PGH
11/05	1,674.73	PNC Merchant Deposit	277255654992	277255654992	PGH
11/06	884.37	PNC Merchant Deposit	277206787990	277206787990	PGH
11/06	347.10	PNC Merchant Deposit	277255654992	277255654992	PGH
11/09	461.27	PNC Merchant Deposit Effective 11-07-20	277206787990	277206787990	PGH
11/09	836.79	PNC Merchant Deposit Effective 11-07-20	277255654992	277255654992	PGH
11/09	710.60	PNC Merchant Deposit Effective 11-08-20	277206787990	277206787990	PGH
11/09	1,038.61	PNC Merchant Deposit Effective 11-08-20	277255654992	277255654992	PGH
11/10	1,024.27	PNC Merchant Deposit	277255654992	277255654992	PGH
11/12	763.33	PNC Merchant Deposit Effective 11-11-20	277206787990	277206787990	PGH
11/12	378.76	PNC Merchant Deposit Effective 11-11-20	277255654992	277255654992	PGH
11/12	754.15	PNC Merchant Deposit	277206787990	277206787990	PGH
11/12	1,414.96	PNC Merchant Deposit	277255654992	277255654992	PGH
11/13	1,034.84	PNC Merchant Deposit	277206787990	277206787990	PGH
11/13	523.97	PNC Merchant Deposit	277255654992	277255654992	PGH
11/16	478.04	PNC Merchant Deposit Effective 11-14-20	277206787990	277206787990	PGH
11/16	2,459.81	PNC Merchant Deposit Effective 11-14-20	277255654992	277255654992	PGH
11/16	1,401.81	PNC Merchant Deposit Effective 11-15-20	277206787990	277206787990	PGH
11/16	965.35	PNC Merchant Deposit Effective 11-15-20	277255654992	277255654992	PGH
11/17	1,916.21	PNC Merchant Deposit	277255654992	277255654992	PGH
11/18	1,698.71	PNC Merchant Deposit	277206787990	277206787990	PGH
11/18	1,193.05	PNC Merchant Deposit	277255654992	277255654992	PGH
11/19	503.48	PNC Merchant Deposit	277206787990	277206787990	PGH
11/19	976.64	PNC Merchant Deposit	277255654992	277255654992	PGH
11/20	884.97	PNC Merchant Deposit	277206787990	277206787990	PGH
11/20	1,227.77	PNC Merchant Deposit	277255654992	277255654992	PGH
11/23	519.27	PNC Merchant Deposit Effective 11-21-20	277206787990	277206787990	PGH

Analysis Business Checking

For 24-hour account information, sign-on to pnc.com/mybusiness/

For the Period 10/31/2020 to 11/30/2020
St Lucie Habitat For Humanity
Primary Account Number: 12-2510-3734

Other Additions *- continued*

Date posted	Amount	Transaction description		Reference number	
11/23	2,238.46	PNC Merchant Deposit Effective 11-21-20	277255654992	277255654992	PGH
11/23	1,050.82	PNC Merchant Deposit Effective 11-22-20	277206787990	277206787990	PGH
11/23	2,425.54	PNC Merchant Deposit Effective 11-22-20	277255654992	277255654992	PGH
11/24	1,400.82	PNC Merchant Deposit	277255654992	277255654992	PGH
11/25	455.72	PNC Merchant Deposit	277206787990	277206787990	PGH
11/25	1,060.82	PNC Merchant Deposit	277255654992	277255654992	PGH
11/27	511.25	PNC Merchant Deposit Effective 11-26-20	277206787990	277206787990	PGH
11/27	1,917.59	PNC Merchant Deposit Effective 11-26-20	277255654992	277255654992	PGH

Checks and Other Deductions

Checks and Substitute Checks

* Gap in check sequence

Date posted	Check number	Amount	Reference number	Date posted	Check number	Amount	Reference number	Date posted	Check number	Amount	Reference number
11/03	2019 *	11,896.37	076463757	11/12	2044	3,840.00	077493861	11/13	2063	517.80	071783979
11/06	2020	1,511.12	072247731	11/12	2045	4,080.00	077493863	11/12	2064	1,037.60	071012987
11/04	2022 *	1,885.00	077760503	11/12	2047 *	136.45	030842289	11/12	2065	4,790.00	070837258
11/04	2024 *	1,781.16	070381031	11/12	2048	4,280.00	077493862	11/17	2067 *	70.00	075055287
11/03	2025	315.60	077156577	11/16	2049	848.12	073345452	11/17	2068	308.50	075046926
11/04	2030 *	4,873.00	070381032	11/12	2050	1,082.33	070567316	11/12	2069	4,873.00	070837250
11/04	2031	4,992.00	070381033	11/16	2051	669.47	073345451	11/19	2070	3,350.00	070151772
11/04	2032	4,990.00	070381034	11/12	2052	770.62	070726357	11/19	2071	4,400.00	070151773
11/12	2033	10,700.00	077673125	11/13	2053	700.50	072230053	11/19	2072	5,000.00	070151774
11/10	2034	4,224.94	075769327	11/17	2054	733.30	075587746	11/30	2074 *	1,539.87	031212191
11/10	2035	3,712.00	077036422	11/16	2055	1,755.21	073349741	11/27	2077 *	3,250.00	076886657
11/06	2036	5,000.00	073033342	11/17	2056	558.46	075589384	11/25	2081 *	669.48	030921910
11/06	2037	5,000.00	073033343	11/13	2057	973.93	032858979	11/24	2082	5,000.00	074216453
11/10	2039 *	1,222.15	076050248	11/13	2058	396.18	071423779	11/24	2083	4,992.00	074216452
11/16	2040	1,000.00	073349200	11/12	2059	1,339.22	070727246	11/24	2084	4,790.00	074216451
11/16	2041	1,150.00	073350888	11/12	2060	712.34	070472074	11/24	2085	6,040.00	074216450
11/16	2042	295.00	073348703	11/30	2061	561.49	070620752	11/19	2086	860.88	070448924
11/12	2043	4,975.00	077493856	11/12	2062	665.05	070567598	11/24	2087	5,200.00	034445931

ACH Deductions

Date posted	Amount	Transaction description	Reference number
11/03	372.00	Corporate ACH ACH Collec E-Banking Els Hhsl0421	00020308905264390
11/04	649.65	Corporate ACH 8002208611 Safesave Billing	00020309910249871
11/04	365.94	ACH Web-Recur L4 Telcom Microtech System M62649383975	00020308908591306
11/13	8,450.24	Corporate ACH Quickbooks Intuit Payroll S 650631850	00020317912823034
11/13	3,574.64	Corporate ACH Usataxpymt IRS 225071820801596	00020317910652774
11/13	2,614.52	Corporate ACH Usataxpymt IRS 225071820785206	00020317910652775
11/13	150.00	Corporate ACH Childsupp Fl Dept Of Reven 202011130000261	00020317910219484
11/13	115.65	ACH Web-Single Billpay Portstlucieutild Portstlucieutil	00020317912903649
11/13	98.16	ACH Web-Single Billpay Portstlucieutild Portstlucieutil	00020317912873170
11/13	90.67	ACH Web-Single Billpay Portstlucieutild Portstlucieutil	00020317912903638

ACH Deductions - *continued*

Date posted	Amount	Transaction description	Reference number
11/13	73.18	ACH Web-Single Billpay Portstlucieutild Portstlucieutil	00020317912903646
11/16	691.82	ACH Web-Single 7725959390 Waste Pro Fort P 1586885182	00020321906259446
11/16	680.74	ACH Web-Single 7725959390 Waste Pro Fort P 1586885242	00020321906259447
11/16	672.14	ACH Web-Single Online Pmt Home Depot 110275539594905	00020321907105287
11/16	594.28	ACH Web-Single Elec Pymt Fpl Direct Debit 3813706276 Webi	00020318904699075
11/16	504.56	ACH Web-Single 7725959390 Waste Pro Fort P 1586885102	00020321906259445
11/16	464.65	Corporate ACH Utiities Fort Pierce Util 4168807	00020321906982109
11/16	408.24	ACH Web-Single Cable Svc Comcast 8799276	00020321906984427
11/16	301.36	Corporate ACH Utiities Fort Pierce Util 4168835	00020321906982123
11/16	292.59	ACH Web-Single Online Pmt Staples 110274661531050	00020321907105635
11/16	252.40	Corporate ACH Lowes Epay Lowes Lar Syncb 208393443	00020321907011709
11/16	247.64	ACH Web-Single Elec Pymt Fpl Direct Debit 5107375270 Webi	00020318904698904
11/16	232.90	ACH Web-Single Cable Svc Comcast 8799205	00020321906984417
11/16	225.98	ACH Web-Single Bill Pymnt Achma Visb 5110479	00020318904053485
11/16	195.99	ACH Web-Single Cable Svc Comcast 8799254	00020321906984422
11/16	100.00	ACH Web-Single Elec Pymt Fpl Direct Debit 8243727271 Webi	00020318904698205
11/16	79.56	ACH Web-Recur Adtpapach Adt Security Ser 401244615	00020321906023949
11/16	71.94	ACH Web-Recur Adtpapach Adt Security Ser 401261660	00020321906023954
11/16	67.40	ACH Web-Recur Adtpapach Adt Security Ser 401261629	00020321906023952
11/16	51.51	ACH Web-Single Elec Pymt Fpl Direct Debit 8243727271 Webi	00020318904697953
11/16	39.21	Corporate ACH Utiities Fort Pierce Util 4168818	00020321906982113
11/16	29.03	Corporate ACH Utiities Fort Pierce Util 4168819	00020321906982114
11/16	26.27	ACH Web-Single Web Pymnt St. Lucie County 169335867	00020321906336243
11/16	26.27	ACH Web-Single Web Pymnt St. Lucie County 169335957	00020321906336244
11/16	12.47	Corporate ACH Utiities Fort Pierce Util 4168826	00020321906982119
11/17	4,852.19	Corporate ACH C01 Fla Dept Revenue 170350817	00020322901236940
11/17	531.06	Corporate ACH Insurance AFLAC SE285170871	00020321908931719
11/17	372.00	Corporate ACH ACH Collec E-Banking Els Hhsl0421	00020322900739849
11/18	1,008.34	Corporate ACH Fleet Debi Wex Inc 9100004144950	00020322902539940
11/19	139.38	ACH Web-Single Childsupp Ncdhhscs 202011190000610	00020323905653227
11/25	22,583.72	Corporate ACH Quickbooks Intuit Payroll S 650631850	00020330903112970

Analysis Business Checking

For 24-hour account information, sign-on to pnc.com/mybusiness/

For the Period 10/31/2020 to 11/30/2020
St Lucie Habitat For Humanity
Primary Account Number: 12-2510-3734

ACH Deductions - *continued*

Date posted	Amount	Transaction description	Reference number
11/27	6,477.84	Corporate ACH Usataxpymt IRS 225073220551216	00020330904272552
11/27	150.00	Corporate ACH Childsupp FI Dept Of Reven 202011270005095	00020330903990551
11/27	139.38	ACH Web-Recur Childsupp Ncdhhscs 202011270001413	00020330904149382

Service Charges and Fees

Date posted	Amount	Transaction description	Reference number
11/02	416.98	PNC Merchant Discount 277206787990	277206787990 PGH
11/02	99.95	PNC Merchant Fincl Adj 277206787990	277206787990 PGH
11/02	79.71	PNC Merchant Fee 277206787990	277206787990 PGH
11/02	24.29	PNC Merchant Interchng 277206787990	277206787990 PGH
11/02	752.54	PNC Merchant Discount 277255654992	277255654992 PGH
11/02	175.06	PNC Merchant Fee 277255654992	277255654992 PGH
11/02	48.87	PNC Merchant Interchng 277255654992	277255654992 PGH
11/05	146.35	Check Printing Fee	00020309009270401

Other Deductions

Date posted	Amount	Transaction description	Reference number
11/30	115.94	Corporate Account Analysis Charge	0000000000000003720

St. Lucie Habitat For Humanity, Inc.
Reconciliation Summary
10000 · PNC Operating Fund 3734 (New), Period Ending 11/30/2020

	Nov 30, 20	
Beginning Balance		238,872.34
Cleared Transactions		
Checks and Payments - 108 items	-216,324.12	
Deposits and Credits - 146 items	176,564.68	
Total Cleared Transactions	-39,759.44	
Cleared Balance		**199,112.90**
Uncleared Transactions		
Checks and Payments - 19 items	-72,691.58	
Deposits and Credits - 1 item	38.35	
Total Uncleared Transactions	-72,653.23	
Register Balance as of 11/30/2020		**126,459.67**
New Transactions		
Checks and Payments - 82 items	-155,857.09	
Deposits and Credits - 22 items	15,596.70	
Total New Transactions	-140,260.39	
Ending Balance		**-13,800.72**

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 11/30/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						238,872.34
Cleared Transactions						
Checks and Payments - 108 items						
Bill Pmt -Check	10/27/2020	2019	PSL Town Center, L...	X	-11,896.37	-11,896.37
Bill Pmt -Check	10/27/2020	2022	Aqua Dimensions Pl...	X	-1,885.00	-13,781.37
Bill Pmt -Check	10/27/2020	2024	Provident Design & ...	X	-1,781.16	-15,562.53
Bill Pmt -Check	10/27/2020	2020	C.N.C. Cabinet Com...	X	-1,511.12	-17,073.65
Bill Pmt -Check	10/27/2020	2025	American Portable T...	X	-315.60	-17,389.25
Bill Pmt -Check	10/30/2020	EFT	PNC Bank	X	-5,071.78	-22,461.03
Bill Pmt -Check	11/01/2020	2033	Coastal Building Co...	X	-10,700.00	-33,161.03
Bill Pmt -Check	11/01/2020	2031	Provident Design & ...	X	-4,992.00	-38,153.03
Bill Pmt -Check	11/01/2020	2032	Provident Design & ...	X	-4,990.00	-43,143.03
Bill Pmt -Check	11/01/2020	2030	Provident Design & ...	X	-4,873.00	-48,016.03
Bill Pmt -Check	11/01/2020	2034	American Cover Des...	X	-4,224.94	-52,240.97
Check	11/02/2020	EFT	PNC Merchant	X	-752.54	-52,993.51
Check	11/02/2020	EFT	Safesave	X	-649.65	-53,643.16
Check	11/02/2020	EFT	PNC Merchant	X	-416.98	-54,060.14
Check	11/02/2020	EFT	PNC Merchant	X	-175.06	-54,235.20
Check	11/02/2020	EFT	PNC Merchant	X	-99.95	-54,335.15
Check	11/02/2020	EFT	PNC Merchant	X	-79.71	-54,414.86
Check	11/02/2020	EFT	PNC Merchant	X	-48.87	-54,463.73
Check	11/02/2020	EFT	PNC Merchant	X	-24.29	-54,488.02
Bill Pmt -Check	11/03/2020	2036	Provident Design & ...	X	-5,000.00	-59,488.02
Bill Pmt -Check	11/03/2020	2037	Provident Design & ...	X	-5,000.00	-64,488.02
Bill Pmt -Check	11/03/2020	2035	GreenSheen	X	-3,712.00	-68,200.02
Check	11/03/2020	2039	St. Lucie Co. Clerk o...	X	-1,222.15	-69,422.17
Bill Pmt -Check	11/04/2020	EFT	Level 4 Telcom	X	-365.94	-69,788.11
Check	11/05/2020	EFT	Harland Clarke	X	-146.35	-69,934.46
Bill Pmt -Check	11/10/2020	2043	Provident Design & ...	X	-4,975.00	-74,909.46
Bill Pmt -Check	11/10/2020	2048	Provident Design & ...	X	-4,280.00	-79,189.46
Bill Pmt -Check	11/10/2020	2045	Provident Design & ...	X	-4,080.00	-83,269.46
Bill Pmt -Check	11/10/2020	2044	Provident Design & ...	X	-3,840.00	-87,109.46
Bill Pmt -Check	11/10/2020	2041	FTL Marketing, LLC	X	-1,150.00	-88,259.46
Bill Pmt -Check	11/10/2020	2040	Dirty Deeds Cleanin...	X	-1,000.00	-89,259.46
Bill Pmt -Check	11/10/2020	2042	Freedom Waste Ser...	X	-295.00	-89,554.46
Check	11/10/2020	2047	Petty Cash	X	-136.45	-89,690.91
Bill Pmt -Check	11/11/2020	2069	Provident Design & ...	X	-4,873.00	-94,563.91
Bill Pmt -Check	11/11/2020	2065	Provident Design & ...	X	-4,790.00	-99,353.91
Bill Pmt -Check	11/11/2020	2071	Provident Design & ...	X	-4,400.00	-103,753.91
Liability Check	11/11/2020	E-pay	EFTPS	X	-3,574.64	-107,328.55
Bill Pmt -Check	11/11/2020	2070	Provident Design & ...	X	-3,350.00	-110,678.55
Liability Check	11/11/2020	E-pay	EFTPS	X	-2,614.52	-113,293.07
Bill Pmt -Check	11/11/2020	2068	Fire Equipment Serv...	X	-308.50	-113,601.57
Bill Pmt -Check	11/11/2020	2067	TNT Services, LLC	X	-70.00	-113,671.57
Bill Pmt -Check	11/12/2020	2072	Provident Design & ...	X	-5,000.00	-118,671.57
Bill Pmt -Check	11/12/2020	EFT	Waste Pro	X	-691.82	-119,363.39
Bill Pmt -Check	11/12/2020	EFT	Waste Pro	X	-680.74	-120,044.13
Bill Pmt -Check	11/12/2020	EFT	Florida Power & Light	X	-594.28	-120,638.41
Bill Pmt -Check	11/12/2020	EFT	Waste Pro	X	-504.56	-121,142.97
Bill Pmt -Check	11/12/2020	EFT	Fort Pierce Utilities ...	X	-464.65	-121,607.62
Bill Pmt -Check	11/12/2020	EFT	Comcast	X	-408.24	-122,015.86
Bill Pmt -Check	11/12/2020	EFT	Fort Pierce Utilities ...	X	-301.36	-122,317.22
Bill Pmt -Check	11/12/2020	EFT	Lowes	X	-252.40	-122,569.62
Bill Pmt -Check	11/12/2020	EFT	Florida Power & Light	X	-247.64	-122,817.26
Bill Pmt -Check	11/12/2020	EFT	Comcast	X	-232.90	-123,050.16
Bill Pmt -Check	11/12/2020	EFT	Verizon Wireless	X	-225.98	-123,276.14
Bill Pmt -Check	11/12/2020	EFT	Comcast	X	-195.99	-123,472.13
Bill Pmt -Check	11/12/2020	EFT	City of Port Saint Lu...	X	-115.65	-123,587.78
Bill Pmt -Check	11/12/2020	EFT	Florida Power & Light	X	-100.00	-123,687.78
Bill Pmt -Check	11/12/2020	EFT	City of Port Saint Lu...	X	-98.16	-123,785.94
Bill Pmt -Check	11/12/2020	EFT	City of Port Saint Lu...	X	-90.67	-123,876.61
Bill Pmt -Check	11/12/2020	EFT	ADT Security	X	-79.56	-123,956.17
Bill Pmt -Check	11/12/2020	EFT	City of Port Saint Lu...	X	-73.18	-124,029.35
Bill Pmt -Check	11/12/2020	EFT	ADT Security	X	-71.94	-124,101.29
Bill Pmt -Check	11/12/2020	EFT	ADT Security	X	-67.40	-124,168.69
Bill Pmt -Check	11/12/2020	EFT	Florida Power & Light	X	-51.51	-124,220.20
Bill Pmt -Check	11/12/2020	EFT	Fort Pierce Utilities ...	X	-39.21	-124,259.41
Bill Pmt -Check	11/12/2020	EFT	Fort Pierce Utilities ...	X	-29.03	-124,288.44
Bill Pmt -Check	11/12/2020	EFT	St Lucie County Utili...	X	-26.27	-124,314.71
Bill Pmt -Check	11/12/2020	EFT	St Lucie County Utili...	X	-26.27	-124,340.98
Bill Pmt -Check	11/12/2020	EFT	Fort Pierce Utilities ...	X	-12.47	-124,353.45
Liability Check	11/13/2020		QuickBooks Payroll ...	X	-8,450.24	-132,803.69

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 11/30/2020

Type	Date	Num	Name	Clr	Amount	Balance
Paycheck	11/13/2020	2055	Gianna, Joseph W	X	-1,755.21	-134,558.90
Paycheck	11/13/2020	2059	McLaughlin, William ...	X	-1,339.22	-135,898.12
Paycheck	11/13/2020	2050	Angelico, Jeannie L.	X	-1,082.33	-136,980.45
Paycheck	11/13/2020	2064	Young III, James A	X	-1,037.60	-138,018.05
Paycheck	11/13/2020	2057	Kienast, Andrew M	X	-973.93	-138,991.98
Paycheck	11/13/2020	2049	Andrews, Donald L.	X	-848.12	-139,840.10
Paycheck	11/13/2020	2052	Bramble, Perry E	X	-770.62	-140,610.72
Paycheck	11/13/2020	2054	Cook, Joseph D	X	-733.30	-141,344.02
Paycheck	11/13/2020	2060	Pease, Morgan J	X	-712.34	-142,056.36
Paycheck	11/13/2020	2053	Caroglanian, Jennife...	X	-700.50	-142,756.86
Paycheck	11/13/2020	2051	Bosely, John C	X	-669.47	-143,426.33
Paycheck	11/13/2020	2062	Stagnitta, Justin R	X	-665.05	-144,091.38
Paycheck	11/13/2020	2061	Shadlak, Kimberly A.	X	-561.49	-144,652.87
Paycheck	11/13/2020	2056	Hendrickson, Jacky A.	X	-558.46	-145,211.33
Liability Check	11/13/2020	EFT	AFLAC	X	-531.06	-145,742.39
Paycheck	11/13/2020	2063	Wilkins, Alex	X	-517.80	-146,260.19
Paycheck	11/13/2020	2058	Magno, Melissa	X	-396.18	-146,656.37
Liability Check	11/13/2020	EFT	Sunrise Bank	X	-372.00	-147,028.37
Bill Pmt -Check	11/13/2020	EFT	Staples	X	-292.59	-147,320.96
Liability Check	11/13/2020	EFT	Florida State Disbur...	X	-150.00	-147,470.96
Bill Pmt -Check	11/14/2020	EFT	Racetrac	X	-1,008.34	-148,479.30
Bill Pmt -Check	11/15/2020	EFT	Home Depot	X	-672.14	-149,151.44
Check	11/16/2020	2086	Calhoun, Robert D	X	-860.88	-150,012.32
Liability Check	11/16/2020	EFT	Sunrise Bank	X	-372.00	-150,384.32
Sales Tax Payment	11/17/2020	EFT	Florida Department ...	X	-4,852.19	-155,236.51
Bill Pmt -Check	11/19/2020	2077	Architectonic, Inc	X	-3,250.00	-158,486.51
Bill Pmt -Check	11/19/2020	2074	PNC Bank NA	X	-1,539.87	-160,026.38
Liability Check	11/19/2020	EFT	Florida State Disbur...	X	-139.38	-160,165.76
Bill Pmt -Check	11/20/2020	2085	Provident Design & ...	X	-6,040.00	-166,205.76
Bill Pmt -Check	11/20/2020	2087	Shoreline Roofing, L...	X	-5,200.00	-171,405.76
Bill Pmt -Check	11/20/2020	2082	Provident Design & ...	X	-5,000.00	-176,405.76
Bill Pmt -Check	11/20/2020	2083	Provident Design & ...	X	-4,992.00	-181,397.76
Bill Pmt -Check	11/20/2020	2084	Provident Design & ...	X	-4,790.00	-186,187.76
Liability Check	11/23/2020	E-pay	EFTPS	X	-6,477.84	-192,665.60
Liability Check	11/25/2020		QuickBooks Payroll ...	X	-22,583.72	-215,249.32
Paycheck	11/27/2020	2081	Bosely, John C	X	-669.48	-215,918.80
Liability Check	11/27/2020	EFT	Florida State Disbur...	X	-150.00	-216,068.80
Liability Check	11/30/2020	EFT	Florida State Disbur...	X	-139.38	-216,208.18
Check	11/30/2020			X	-115.94	-216,324.12
Total Checks and Payments					-216,324.12	-216,324.12
Deposits and Credits - 146 items						
Deposit	10/30/2020			X	283.23	283.23
Deposit	10/31/2020			X	433.66	716.89
Deposit	10/31/2020			X	539.71	1,256.60
Deposit	10/31/2020			X	1,196.80	2,453.40
Deposit	10/31/2020			X	1,339.68	3,793.08
Deposit	11/01/2020			X	15.00	3,808.08
Deposit	11/02/2020			X	521.49	4,329.57
Deposit	11/02/2020			X	2,836.14	7,165.71
Deposit	11/03/2020			X	363.22	7,528.93
Deposit	11/03/2020			X	405.31	7,934.24
Deposit	11/03/2020			X	981.67	8,915.91
Deposit	11/04/2020			X	153.13	9,069.04
Deposit	11/04/2020			X	165.43	9,234.47
Deposit	11/04/2020			X	748.11	9,982.58
Deposit	11/04/2020			X	883.49	10,866.07
Deposit	11/04/2020			X	1,145.90	12,011.97
Deposit	11/05/2020			X	251.67	12,263.64
Deposit	11/05/2020			X	434.84	12,698.48
Deposit	11/05/2020			X	737.94	13,436.42
Deposit	11/05/2020			X	1,674.73	15,111.15
Deposit	11/06/2020			X	226.00	15,337.15
Deposit	11/06/2020			X	347.10	15,684.25
Deposit	11/06/2020			X	545.93	16,230.18
Deposit	11/06/2020			X	884.37	17,114.55
Deposit	11/06/2020			X	13,273.86	30,388.41
Deposit	11/07/2020			X	461.27	30,849.68
Deposit	11/07/2020			X	506.48	31,356.16
Deposit	11/07/2020			X	552.62	31,908.78
Deposit	11/07/2020			X	836.79	32,745.57
Deposit	11/09/2020			X	734.65	33,480.22

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 11/30/2020

Type	Date	Num	Name	Clr	Amount	Balance
Deposit	11/09/2020			X	1,038.61	34,518.83
Deposit	11/09/2020			X	2,552.46	37,071.29
Bill Pmt -Check	11/10/2020	2046	Provident Design & ...	X	0.00	37,071.29
Deposit	11/10/2020			X	10.25	37,081.54
Deposit	11/10/2020			X	340.84	37,422.38
Deposit	11/10/2020			X	535.30	37,957.68
Deposit	11/10/2020			X	710.60	38,668.28
Deposit	11/10/2020			X	941.72	39,610.00
Deposit	11/10/2020			X	1,024.27	40,634.27
Bill Pmt -Check	11/11/2020	2066	Provident Design & ...	X	0.00	40,634.27
Deposit	11/11/2020			X	158.33	40,792.60
Deposit	11/11/2020			X	320.00	41,112.60
Deposit	11/11/2020			X	378.76	41,491.36
Deposit	11/11/2020			X	763.33	42,254.69
Deposit	11/12/2020			X	176.41	42,431.10
Deposit	11/12/2020			X	278.20	42,709.30
Deposit	11/12/2020			X	421.71	43,131.01
Deposit	11/12/2020			X	754.15	43,885.16
Deposit	11/12/2020			X	776.85	44,662.01
Deposit	11/12/2020			X	1,414.96	46,076.97
Deposit	11/12/2020			X	90,245.39	136,322.36
Deposit	11/13/2020			X	523.97	136,846.33
Deposit	11/13/2020			X	647.46	137,493.79
Deposit	11/13/2020			X	699.65	138,193.44
Deposit	11/13/2020			X	721.38	138,914.82
Deposit	11/13/2020			X	1,034.84	139,949.66
Deposit	11/14/2020			X	478.04	140,427.70
Deposit	11/14/2020			X	756.08	141,183.78
Paycheck	11/16/2020	DD	Winstead, Melissa	X	0.00	141,183.78
Paycheck	11/16/2020	DD	Clothier, Amanda M	X	0.00	141,183.78
Paycheck	11/16/2020	DD	Askman, Donna L	X	0.00	141,183.78
Paycheck	11/16/2020	DD	Calhoun, Robert D	X	0.00	141,183.78
Paycheck	11/16/2020	DD	Mills, Tonya R	X	0.00	141,183.78
Deposit	11/16/2020			X	24.01	141,207.79
Deposit	11/16/2020			X	965.35	142,173.14
Deposit	11/16/2020			X	1,401.81	143,574.95
Deposit	11/16/2020			X	2,459.81	146,034.76
Deposit	11/17/2020			X	225.00	146,259.76
Deposit	11/17/2020			X	344.25	146,604.01
Deposit	11/17/2020			X	646.48	147,250.49
Deposit	11/17/2020			X	1,916.21	149,166.70
Deposit	11/18/2020			X	737.78	149,904.48
Deposit	11/18/2020			X	1,193.05	151,097.53
Deposit	11/18/2020			X	1,698.71	152,796.24
Deposit	11/19/2020			X	502.70	153,298.94
Deposit	11/19/2020			X	503.48	153,802.42
Deposit	11/19/2020			X	587.70	154,390.12
Deposit	11/19/2020			X	734.40	155,124.52
Deposit	11/19/2020			X	976.64	156,101.16
Deposit	11/20/2020			X	10.30	156,111.46
Deposit	11/20/2020			X	262.81	156,374.27
Deposit	11/20/2020			X	417.11	156,791.38
Deposit	11/20/2020			X	850.00	157,641.38
Deposit	11/20/2020			X	884.97	158,526.35
Deposit	11/20/2020			X	1,227.77	159,754.12
Deposit	11/23/2020			X	505.90	160,260.02
Deposit	11/23/2020			X	519.27	160,779.29
Deposit	11/23/2020			X	529.44	161,308.73
Deposit	11/23/2020			X	558.81	161,867.54
Deposit	11/23/2020			X	1,050.82	162,918.36
Deposit	11/23/2020			X	2,238.46	165,156.82
Deposit	11/23/2020			X	2,425.54	167,582.36
Deposit	11/24/2020			X	365.00	167,947.36
Deposit	11/24/2020			X	408.35	168,355.71
Deposit	11/24/2020			X	412.36	168,768.07
Deposit	11/24/2020			X	458.72	169,226.79
Deposit	11/24/2020			X	1,400.82	170,627.61
Deposit	11/25/2020			X	455.72	171,083.33
Deposit	11/25/2020			X	861.01	171,944.34
Deposit	11/25/2020			X	1,060.82	173,005.16
Deposit	11/25/2020			X	1,130.68	174,135.84
Paycheck	11/27/2020	DD	Mills, Tonya R	X	0.00	174,135.84

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 11/30/2020

Type	Date	Num	Name	Clr	Amount	Balance
Paycheck	11/27/2020	DD	Young III, James A	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Winstead, Melissa	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Wilkins, Alex	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Vanhille, Lori L	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Stagnitta, Justin R	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Shadlak, Kimberly A.	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Pease, Morgan J	X	0.00	174,135.84
Paycheck	11/27/2020	DD	McLaughlin, William ...	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Magno, Melissa	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Kienast, Andrew M	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Hendrickson, Jacky A.	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Gianna, Joseph W	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Cook, Joseph D	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Clothier, Amanda M	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Caroglanian, Jennife...	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Calhoun, Robert D	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Bramble, Perry E	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Askman, Donna L	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Angelico, Jeannie L.	X	0.00	174,135.84
Paycheck	11/27/2020	DD	Andrews, Donald L.	X	0.00	174,135.84
Deposit	11/27/2020			X	511.25	174,647.09
Deposit	11/27/2020			X	1,917.59	176,564.68
Bill Pmt -Check	12/09/2020	2140	Provident Design & ...	X	0.00	176,564.68
Paycheck	12/11/2020	DD	McLaughlin, William ...	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Mills, Tonya R	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Pease, Morgan J	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Shadlak, Kimberly A.	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Stagnitta, Justin R	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Vanhille, Lori L	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Gianna, Joseph W	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Cook, Joseph D	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Clothier, Amanda M	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Caroglanian, Jennife...	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Calhoun, Robert D	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Bramble, Perry E	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Wilkins, Alex	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Winstead, Melissa	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Young III, James A	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Askman, Donna L	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Angelico, Jeannie L.	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Andrews, Donald L.	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Magno, Melissa	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Hendrickson, Jacky A.	X	0.00	176,564.68
Paycheck	12/11/2020	DD	Kienast, Andrew M	X	0.00	176,564.68
Total Deposits and Credits					176,564.68	176,564.68
Total Cleared Transactions					-39,759.44	-39,759.44
Cleared Balance					-39,759.44	199,112.90
Uncleared Transactions						
Checks and Payments - 19 items						
Paycheck	02/07/2020	1625	Pease, Morgan J		-756.21	-756.21
Bill Pmt -Check	03/12/2020	1688	Carnegie Mellon Uni...		-600.00	-1,356.21
Bill Pmt -Check	10/01/2020	1995	Northern Trust Co., ...		-4,717.80	-6,074.01
Bill Pmt -Check	10/22/2020	2012	Northern Trust Co., ...		-4,717.80	-10,791.81
Bill Pmt -Check	10/27/2020	2018	Northern Trust Co., ...		-4,717.80	-15,509.61
Bill Pmt -Check	11/02/2020	EFT	SeacoastBank		-809.71	-16,319.32
Bill Pmt -Check	11/19/2020	2075	PSL Town Center, L...		-11,896.37	-28,215.69
Bill Pmt -Check	11/19/2020	2076	A-1 Roof Trusses		-5,024.46	-33,240.15
Bill Pmt -Check	11/19/2020	2073	Northern Trust Co., ...		-4,717.80	-37,957.95
Bill Pmt -Check	11/19/2020	2080	Chris Craft - Tax Col...		-3,369.48	-41,327.43
Bill Pmt -Check	11/19/2020	2078	Chris Craft - Tax Col...		-523.15	-41,850.58
Bill Pmt -Check	11/19/2020	2079	Fire Equipment Serv...		-155.00	-42,005.58
Bill Pmt -Check	11/21/2020	2088	Total Roofing Syste...		-7,209.00	-49,214.58
Bill Pmt -Check	11/30/2020	2090	Provident Design & ...		-4,960.00	-54,174.58
Bill Pmt -Check	11/30/2020	2093	Provident Design & ...		-4,750.00	-58,924.58
Bill Pmt -Check	11/30/2020	2091	Provident Design & ...		-4,670.00	-63,594.58
Bill Pmt -Check	11/30/2020	2089	Shoreline Roofing, L...		-4,600.00	-68,194.58
Bill Pmt -Check	11/30/2020	2092	Provident Design & ...		-4,125.00	-72,319.58
Liability Check	11/30/2020	EFT	Sunrise Bank		-372.00	-72,691.58

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 11/30/2020

Type	Date	Num	Name	Clr	Amount	Balance
Total Checks and Payments					-72,691.58	-72,691.58
Deposits and Credits - 1 item						
Deposit	11/11/2020				38.35	38.35
Total Deposits and Credits					38.35	38.35
Total Uncleared Transactions					-72,653.23	-72,653.23
Register Balance as of 11/30/2020					-112,412.67	126,459.67
New Transactions						
Checks and Payments - 82 items						
Bill Pmt -Check	12/01/2020	EFT	SeacoastBank		-809.71	-809.71
Bill Pmt -Check	12/01/2020	EFT	Florida Power & Light		-513.90	-1,323.61
Bill Pmt -Check	12/01/2020	EFT	Level 4 Telcom		-365.94	-1,689.55
Bill Pmt -Check	12/01/2020	EFT	Comcast		-195.99	-1,885.54
Bill Pmt -Check	12/01/2020	EFT	ADT Security		-159.12	-2,044.66
Bill Pmt -Check	12/04/2020	EFT	ADT Security		-67.40	-2,112.06
Bill Pmt -Check	12/04/2020	EFT	St Lucie County Utili...		-26.27	-2,138.33
Bill Pmt -Check	12/04/2020	EFT	St Lucie County Utili...		-26.27	-2,164.60
Bill Pmt -Check	12/07/2020	EFT	Fort Pierce Utilities ...		-476.66	-2,641.26
Bill Pmt -Check	12/07/2020	EFT	Comcast		-418.24	-3,059.50
Bill Pmt -Check	12/07/2020	EFT	Fort Pierce Utilities ...		-275.20	-3,334.70
Bill Pmt -Check	12/07/2020	EFT	Comcast		-232.90	-3,567.60
Bill Pmt -Check	12/07/2020	EFT	Florida Power & Light		-210.47	-3,778.07
Bill Pmt -Check	12/07/2020	EFT	ADT Security		-71.94	-3,850.01
Bill Pmt -Check	12/07/2020	EFT	Fort Pierce Utilities ...		-31.27	-3,881.28
Bill Pmt -Check	12/07/2020	EFT	Fort Pierce Utilities ...		-12.48	-3,893.76
Bill Pmt -Check	12/08/2020	EFT	United Health Care		-5,173.85	-9,067.61
Check	12/08/2020	EFT	St. Lucie Habitat for ...		-2,002.66	-11,070.27
Check	12/08/2020	EFT	St. Lucie Habitat for ...		-1,312.66	-12,382.93
Check	12/08/2020	EFT	St. Lucie Habitat for ...		-1,216.53	-13,599.46
Transfer	12/08/2020				-202.85	-13,802.31
Bill Pmt -Check	12/09/2020	2129	Coastal Building Co...		-18,147.00	-31,949.31
Liability Check	12/09/2020	E-pay	EFTPS		-7,318.04	-39,267.35
Bill Pmt -Check	12/09/2020	2130	Decorative Concrete...		-7,000.00	-46,267.35
Bill Pmt -Check	12/09/2020	2132	IACS		-6,200.00	-52,467.35
Bill Pmt -Check	12/09/2020	2143	Provident Design & ...		-5,720.00	-58,187.35
Bill Pmt -Check	12/09/2020	2137	Shoreline Roofing, L...		-5,400.00	-63,587.35
Bill Pmt -Check	12/09/2020	2127	Aqua Dimensions Pl...		-5,177.00	-68,764.35
Bill Pmt -Check	12/09/2020	2138	Provident Design & ...		-5,000.00	-73,764.35
Bill Pmt -Check	12/09/2020	2141	Provident Design & ...		-5,000.00	-78,764.35
Bill Pmt -Check	12/09/2020	2136	Provident Design & ...		-4,990.00	-83,754.35
Bill Pmt -Check	12/09/2020	2133	Provident Design & ...		-4,960.00	-88,714.35
Bill Pmt -Check	12/09/2020	2134	Shoreline Roofing, L...		-4,800.00	-93,514.35
Bill Pmt -Check	12/09/2020	2142	Provident Design & ...		-4,400.00	-97,914.35
Bill Pmt -Check	12/09/2020	2139	Provident Design & ...		-4,080.00	-101,994.35
Bill Pmt -Check	12/09/2020	2135	East Coast Lumber		-2,734.48	-104,728.83
Bill Pmt -Check	12/09/2020	2120	ABC Printing		-2,259.57	-106,988.40
Check	12/09/2020	EFT	St. Lucie Habitat for ...		-1,802.66	-108,791.06
Bill Pmt -Check	12/09/2020	2128	B &S Sod		-1,800.00	-110,591.06
Paycheck	12/09/2020	2099	Calhoun, Robert D		-1,717.00	-112,308.06
Check	12/09/2020	EFT	St. Lucie Habitat for ...		-1,542.66	-113,850.72
Bill Pmt -Check	12/09/2020	2123	PNC Bank NA		-1,539.87	-115,390.59
Bill Pmt -Check	12/09/2020	2118	GreenSheen		-1,392.00	-116,782.59
Check	12/09/2020	EFT	St. Lucie Habitat for ...		-1,297.66	-118,080.25
Bill Pmt -Check	12/09/2020	2119	St Lucie Battery & Tire		-896.17	-118,976.42
Bill Pmt -Check	12/09/2020	2125	Wellworth Plumbing,...		-530.00	-119,506.42
Bill Pmt -Check	12/09/2020	2124	S&T Technology Sol...		-522.50	-120,028.92
Bill Pmt -Check	12/09/2020	2122	Jeck, Harris, Raynor...		-462.60	-120,491.52
Bill Pmt -Check	12/09/2020	2121	Dirty Deeds Cleanin...		-450.00	-120,941.52
Bill Pmt -Check	12/09/2020	2131	Freedom Waste Ser...		-398.87	-121,340.39
Liability Check	12/09/2020	EFT	AFLAC		-354.04	-121,694.43
Bill Pmt -Check	12/09/2020	2126	American Portable T...		-297.04	-121,991.47
Paycheck	12/09/2020	2096	Askman, Donna L		-250.00	-122,241.47
Paycheck	12/09/2020	2114	Winstead, Melissa		-250.00	-122,491.47
Paycheck	12/09/2020	2107	McLaughlin, William ...		-250.00	-122,741.47
Paycheck	12/09/2020	2108	Mills, Tonya R		-250.00	-122,991.47
Paycheck	12/09/2020	2101	Clothier, Amanda M		-200.00	-123,191.47
Paycheck	12/09/2020	2103	Gianna, Joseph W		-200.00	-123,391.47
Paycheck	12/09/2020	2105	Kienast, Andrew M		-175.00	-123,566.47
Paycheck	12/09/2020	2095	Angelico, Jeannie L.		-175.00	-123,741.47

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 11/30/2020

Type	Date	Num	Name	Clr	Amount	Balance
Check	12/09/2020	2117	Petty Cash		-147.44	-123,888.91
Paycheck	12/09/2020	2111	Stagnitta, Justin R		-100.00	-123,988.91
Paycheck	12/09/2020	2097	Bosely, John C		-100.00	-124,088.91
Paycheck	12/09/2020	2094	Andrews, Donald L.		-100.00	-124,188.91
Paycheck	12/09/2020	2098	Bramble, Perry E		-100.00	-124,288.91
Paycheck	12/09/2020	2112	Vanhille, Lori L		-75.00	-124,363.91
Paycheck	12/09/2020	2115	Young III, James A		-75.00	-124,438.91
Paycheck	12/09/2020	2106	Magno, Melissa		-50.00	-124,488.91
Paycheck	12/09/2020	2102	Cook, Joseph D		-50.00	-124,538.91
Paycheck	12/09/2020	2113	Wilkins, Alex		-50.00	-124,588.91
Paycheck	12/09/2020	2110	Shadlak, Kimberly A.		-50.00	-124,638.91
Paycheck	12/09/2020	2109	Pease, Morgan J		-50.00	-124,688.91
Paycheck	12/09/2020	2100	Caroglanian, Jennife...		-50.00	-124,738.91
Paycheck	12/09/2020	2104	Hendrickson, Jacky A.		-50.00	-124,788.91
Liability Check	12/10/2020		QuickBooks Payroll ...		-21,683.43	-146,472.34
Bill Pmt -Check	12/10/2020	2152	Provident Design & ...		-3,350.00	-149,822.34
Bill Pmt -Check	12/10/2020	2144	Total Roofing Syste...		-2,791.00	-152,613.34
General Journal	12/10/2020	20201...	Critical Care:HFHFL...		-2,000.00	-154,613.34
Paycheck	12/11/2020	2116	Bosely, John C		-669.47	-155,282.81
Liability Check	12/11/2020	EFT	Florida State Disbur...		-150.00	-155,432.81
Liability Check	12/11/2020	EFT	Florida State Disbur...		-139.38	-155,572.19
Liability Check	12/14/2020	EFT	Sunrise Bank		-284.90	-155,857.09
Total Checks and Payments					-155,857.09	-155,857.09
Deposits and Credits - 22 items						
Deposit	12/01/2020				15.00	15.00
Deposit	12/01/2020				390.57	405.57
Deposit	12/01/2020				2,827.54	3,233.11
Deposit	12/02/2020				315.74	3,548.85
Deposit	12/02/2020				719.96	4,268.81
Deposit	12/02/2020				1,011.70	5,280.51
Deposit	12/02/2020				1,020.53	6,301.04
Deposit	12/02/2020				1,376.36	7,677.40
Deposit	12/03/2020				307.10	7,984.50
Deposit	12/03/2020				647.83	8,632.33
Deposit	12/03/2020				1,409.37	10,041.70
Deposit	12/04/2020				306.04	10,347.74
Deposit	12/04/2020				397.60	10,745.34
Deposit	12/04/2020				445.48	11,190.82
Deposit	12/04/2020				647.04	11,837.86
Deposit	12/04/2020				689.43	12,527.29
Deposit	12/04/2020				1,589.30	14,116.59
Deposit	12/05/2020				955.61	15,072.20
Deposit	12/06/2020				10.30	15,082.50
Deposit	12/07/2020				50.00	15,132.50
Deposit	12/07/2020				453.90	15,586.40
Deposit	12/08/2020				10.30	15,596.70
Total Deposits and Credits					15,596.70	15,596.70
Total New Transactions					-140,260.39	-140,260.39
Ending Balance					**-252,673.06**	**-13,800.72**

Analysis Business Checking

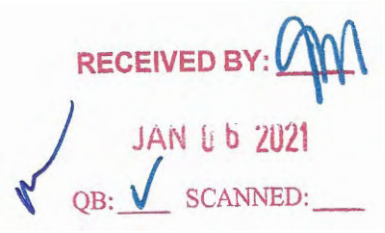
PNC Bank

PNC BANK

For the Period 12/01/2020 to 12/31/2020

Primary Account Number: 12-2510-3734
Page 1 of 7
Number of enclosures: 0

ST LUCIE HABITAT FOR HUMANITY
OPERATING ACCOUNT
702 S 6TH ST
FORT PIERCE FL 34950-8342



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Analysis Business Checking Summary

Account number: 12-2510-3734

St Lucie Habitat For Humanity
Operating Account

Overdraft Protection has not been established for this account.
Please contact us if you would like to set up this service.

Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
199,112.90	234,558.95	299,986.86	133,684.99

Average ledger balance	Average collected balance
133,908.13	133,719.06

Deposits and Other Additions

Description	Items	Amount
Deposits	49	26,847.70
ACH Additions	17	162,786.50
Other Additions	44	44,924.75
Total	110	234,558.95

Checks and Other Deductions

Description	Items	Amount
Checks	72	207,772.71
ACH Deductions	50	85,501.80
Service Charges and Fees	6	1,253.64
Other Deductions	5	5,458.71
Total	133	299,986.86

Daily Balance

Date	Ledger balance	Date	Ledger balance	Date	Ledger balance
12/01	199,398.02	12/03	171,557.62	12/07	176,893.64
12/02	203,253.01	12/04	162,967.68	12/08	179,846.47

Analysis Business Checking

Daily Balance *- continued*

Date	Ledger balance	Date	Ledger balance	Date	Ledger balance
12/09	175,223.58	12/17	89,052.72	12/24	134,139.86
12/10	140,445.96	12/18	51,254.47	12/28	131,592.33
12/11	93,737.53	12/21	206,662.26	12/29	126,832.06
12/14	99,304.99	12/22	191,891.03	12/30	129,880.65
12/15	90,849.43	12/23	140,154.23	12/31	133,684.99
12/16	86,697.58				

Activity Detail

Deposits and Other Additions

Deposits

Date posted	Amount	Transaction description	Reference number
12/01	390.57	Deposit	036539050
12/01	2,827.54	Deposit	035060008
12/02	1,376.36	Deposit	032492194
12/02	719.96	Deposit	037352837
12/02	664.34	Deposit	037352840
12/02	315.74	Deposit	037352842
12/03	307.10	Deposit	030843019
12/03	647.83	Deposit	030851966
12/04	397.60	Deposit	034789657
12/04	306.04	Deposit	033865360
12/04	647.04	Deposit	034119407
12/07	453.90	Deposit	032543439
12/08	546.98	Deposit	030962615
12/08	473.49	Deposit	030962617
12/08	446.31	Deposit	030511124
12/08	413.58	Deposit	030511126
12/09	439.08	Deposit	033920110
12/09	414.06	Deposit	033111435
12/10	640.81	Deposit	032754717
12/10	730.06	Deposit	032747819
12/11	395.12	Deposit	030994199
12/11	418.01	Deposit	030810832
12/14	616.55	Deposit	033382339
12/14	395.41	Deposit	033549624
12/15	436.61	Deposit	032770865
12/15	451.73	Deposit	032738662
12/15	312.50	Deposit	032738664
12/16	415.87	Deposit	031588743
12/16	1,274.00	Deposit	030448780
12/16	328.33	Deposit	030360662
12/17	398.19	Deposit	033149843
12/17	200.77	Deposit	033676461
12/18	595.86	Deposit	032489432
12/18	221.12	Deposit	032840986
12/21	270.38	Deposit	030525060
12/21	322.82	Deposit	030525062
12/21	807.17	Deposit	031144465

Analysis Business Checking

Deposits - *continued*

Date posted	Amount	Transaction description	Reference number
12/21	532.89	Deposit	031144471
12/22	461.40	Deposit	033984291
12/23	617.70	Deposit	035765214
12/23	500.15	Deposit	032833070
12/23	310.36	Deposit	032833072
12/29	330.81	Deposit	030700103
12/29	184.00	Deposit	034204632
12/29	593.44	Deposit	034204634
12/30	476.46	Deposit	037914287
12/30	816.68	Deposit	036761703
12/31	502.28	Deposit	031879382
12/31	502.70	Deposit	031855197

ACH Additions

Date posted	Amount	Transaction description	Reference number
12/04	15.00	Corporate ACH Funds Disb Safesave 27500911050340	00020338905671452
12/07	9,549.23	ACH Credit ACH Xfer Amerinational Co 1143_2	00020342910469225
12/08	10.30	Corporate ACH Funds Disb Safesave 27500914153448	00020342913315174
12/09	50.00	Corporate ACH Funds Disb Safesave 27500915810145	00020343907133691
12/10	10.30	Corporate ACH Funds Disb Safesave 27500917554444	00020344910134877
12/11	.16	Corporate ACH ACH Test General Fund	00020345903504950
12/15	10.30	Corporate ACH Funds Disb Safesave 27500921725642	00020349910819600
12/15	24.01	Corporate ACH Corp Pmt Network For Good 7044345	00020349007100522
12/16	150.00	Corporate ACH Funds Disb Safesave 27500923326944	00020350904902736
12/17	204.50	Corporate ACH Funds Disb Safesave 27500924740549	00020351908126751
12/21	151,597.60	ACH Credit 121720F City Of Port St	00020353905042104
12/21	500.00	Corporate ACH Funds Disb Safesave 27500927492346	00020353905127181
12/22	475.30	Corporate ACH Funds Disb Safesave 27500929024246	00020356909035529
12/22	25.00	Corporate ACH Funds Disb Safesave 27500929024345	00020356909035526
12/28	103.00	Corporate ACH Funds Disb Safesave 27500933133249	00020359909623657
12/29	51.50	Corporate ACH Funds Disb Safesave 27500934549047	00020363904203340
12/31	10.30	Corporate ACH Funds Disb Safesave 27500937438644	00020365903701693

Analysis Business Checking

For 24-hour account information, sign-on to pnc.com/mybusiness/

For the Period 12/01/2020 to 12/31/2020
St Lucie Habitat For Humanity
Primary Account Number: 12-2510-3734

Other Additions

Date posted	Amount	Transaction description		Reference number	
12/01	783.88	PNC Merchant Deposit	277255654992	277255654992	PGH
12/02	1,020.53	PNC Merchant Deposit	277206787990	277206787990	PGH
12/02	1,011.70	PNC Merchant Deposit	277255654992	277255654992	PGH
12/03	689.43	PNC Merchant Deposit	277206787990	277206787990	PGH
12/03	1,409.37	PNC Merchant Deposit	277255654992	277255654992	PGH
12/04	445.48	PNC Merchant Deposit	277206787990	277206787990	PGH
12/04	1,589.30	PNC Merchant Deposit	277255654992	277255654992	PGH
12/07	522.16	PNC Merchant Deposit	277206787990	277206787990	PGH
		Effective 12-05-20			
12/07	955.61	PNC Merchant Deposit	277255654992	277255654992	PGH
		Effective 12-05-20			
12/07	475.36	PNC Merchant Deposit	277206787990	277206787990	PGH
		Effective 12-06-20			
12/07	2,756.37	PNC Merchant Deposit	277255654992	277255654992	PGH
		Effective 12-06-20			
12/08	1,721.58	PNC Merchant Deposit	277255654992	277255654992	PGH
12/09	1,177.54	PNC Merchant Deposit	277206787990	277206787990	PGH
12/09	1,435.92	PNC Merchant Deposit	277255654992	277255654992	PGH
12/10	1,153.82	PNC Merchant Deposit	277206787990	277206787990	PGH
12/10	1,076.82	PNC Merchant Deposit	277255654992	277255654992	PGH
12/11	569.35	PNC Merchant Deposit	277206787990	277206787990	PGH
12/11	507.11	PNC Merchant Deposit	277255654992	277255654992	PGH
12/14	648.30	PNC Merchant Deposit	277206787990	277206787990	PGH
		Effective 12-12-20			
12/14	1,700.22	PNC Merchant Deposit	277255654992	277255654992	PGH
		Effective 12-12-20			
12/14	617.24	PNC Merchant Deposit	277206787990	277206787990	PGH
		Effective 12-13-20			
12/14	1,789.74	PNC Merchant Deposit	277255654992	277255654992	PGH
		Effective 12-13-20			
12/15	846.97	PNC Merchant Deposit	277255654992	277255654992	PGH
12/16	880.38	PNC Merchant Deposit	277206787990	277206787990	PGH
12/16	341.18	PNC Merchant Deposit	277255654992	277255654992	PGH
12/17	297.36	PNC Merchant Deposit	277206787990	277206787990	PGH
12/17	1,653.19	PNC Merchant Deposit	277255654992	277255654992	PGH
12/18	611.90	PNC Merchant Deposit	277206787990	277206787990	PGH
12/18	2,210.39	PNC Merchant Deposit	277255654992	277255654992	PGH
12/21	429.99	PNC Merchant Deposit	277206787990	277206787990	PGH
		Effective 12-19-20			
12/21	952.87	PNC Merchant Deposit	277255654992	277255654992	PGH
		Effective 12-19-20			
12/21	355.29	PNC Merchant Deposit	277206787990	277206787990	PGH
		Effective 12-20-20			
12/21	1,080.78	PNC Merchant Deposit	277255654992	277255654992	PGH
		Effective 12-20-20			
12/22	222.15	PNC Merchant Deposit	277206787990	277206787990	PGH
12/22	856.56	PNC Merchant Deposit	277255654992	277255654992	PGH

Analysis Business Checking

For 24-hour account information, sign-on to pnc.com/mybusiness/

For the Period 12/01/2020 to 12/31/2020
St Lucie Habitat For Humanity
Primary Account Number: 12-2510-3734

Other Additions *- continued*

Date posted	Amount	Transaction description			Reference number
12/23	362.40	PNC Merchant Deposit	277206787990	277206787990	PGH
12/23	1,499.39	PNC Merchant Deposit	277255654992	277255654992	PGH
12/24	490.76	PNC Merchant Deposit	277206787990	277206787990	PGH
12/24	1,478.97	PNC Merchant Deposit	277255654992	277255654992	PGH
12/29	1,228.84	PNC Merchant Deposit	277255654992	277255654992	PGH
12/30	863.94	PNC Merchant Deposit	277206787990	277206787990	PGH
12/30	1,176.41	PNC Merchant Deposit	277255654992	277255654992	PGH
12/31	892.02	PNC Merchant Deposit	277206787990	277206787990	PGH
12/31	2,136.18	PNC Merchant Deposit	277255654992	277255654992	PGH

Checks and Other Deductions

Checks and Substitute Checks

* Gap in check sequence

Date posted	Check number	Amount	Reference number	Date posted	Check number	Amount	Reference number	Date posted	Check number	Amount	Reference number
12/18	1995 *	4,717.80	074178574	12/15	2103	200.00	070795868	12/10	2130 *	7,000.00	074673964
12/18	2012 *	4,717.80	074178573	12/21	2104	50.00	077013296	12/17	2131	398.87	073251931
12/18	2018 *	4,717.80	074178575	12/11	2105	175.00	075203424	12/11	2133 *	4,960.00	075806176
12/18	2073 *	4,717.80	074178576	12/11	2106	50.00	075612125	12/15	2134	4,800.00	070794798
12/03	2075 *	11,896.37	074697262	12/09	2107	250.00	073681052	12/16	2135	2,734.48	072173011
12/04	2076	5,024.46	075844146	12/16	2108	250.00	073040545	12/11	2136	4,990.00	075806171
12/01	2078 *	523.15	083482513	12/09	2109	50.00	090708885	12/22	2137	5,400.00	096756217
12/01	2079	155.00	072339659	12/11	2110	50.00	075206277	12/11	2138	5,000.00	075806170
12/03	2080	3,369.48	084811750	12/09	2111	100.00	073343972	12/11	2139	4,080.00	075806173
12/10	2088 *	7,209.00	074056171	12/09	2112	75.00	073348795	12/11	2141 *	5,000.00	075806175
12/04	2089	4,600.00	034140913	12/11	2113	50.00	075725337	12/11	2142	4,400.00	075806172
12/03	2090	4,960.00	075302109	12/11	2114	250.00	076117470	12/11	2143	5,720.00	075806174
12/03	2091	4,670.00	075302110	12/09	2115	75.00	073809940	12/24	2144	2,791.00	072464679
12/03	2092	4,125.00	075302111	12/11	2116	669.47	031616059	12/18	2145	4,750.00	074648238
12/03	2093	4,750.00	075302108	12/11	2117	147.44	030994205	12/18	2146	4,975.00	074648237
12/14	2094	100.00	077293360	12/21	2118	1,392.00	075371023	12/18	2147	4,670.00	074648236
12/11	2095	175.00	075611724	12/15	2119	896.17	070793396	12/18	2148	4,125.00	074648235
12/10	2096	250.00	032877101	12/15	2120	2,259.57	070796738	12/31	2149	150.00	071892653
12/09	2097	100.00	033276580	12/16	2122 *	462.60	072178589	12/23	2150	22,561.00	071499377
12/11	2098	100.00	075408476	12/29	2123	1,539.87	030207999	12/18	2152 *	3,350.00	074648239
12/10	2099	1,717.00	075063506	12/10	2125 *	530.00	074841465	12/23	2153	10,000.00	071867376
12/14	2100	50.00	077081274	12/15	2126	297.04	071365344	12/28	2156 *	669.47	074527248
12/22	2101	200.00	077882607	12/24	2127	5,177.00	072464565	12/29	2157	1,438.57	076214335
12/14	2102	50.00	070395723	12/15	2128	1,800.00	070795123	12/29	2158	4,117.50	076223299

ACH Deductions

Date posted	Amount	Transaction description	Reference number
12/01	372.00	Corporate ACH ACH Collec E-Banking Els Hhsl0421	00020336904619720
12/03	513.90	ACH Web-Single Elec Pymt Fpl Direct Debit 3813706276 Webi	00020337912103506
12/03	195.99	ACH Web-Single Cable Svc Comcast 8334489	00020337911322379
12/03	79.56	ACH Web-Recur Adtpapach Adt Security Ser 401244615	00020338903752552
12/03	79.56	ACH Web-Single Adtpapach Adt Security Ser 401244615	00020338903752526
12/03	67.40	ACH Web-Recur Adtpapach Adt Security Ser 401261629	00020338903752533
12/03	41.86	Corporate ACH 8002208611 Safesave Billing	00020338904471067
12/04	365.94	ACH Web-Recur L4 Telcom Microtech System M62709689762	00020338905726488
12/07	734.13	Corporate ACH Fleet Debi Wex Inc 9100004144950	00020339909187423
12/07	26.27	ACH Web-Single Web Pymnt St. Lucie County 177807657	00020342910574695
12/07	26.27	ACH Web-Single Web Pymnt	00020342910574696

ACH Deductions - *continued*

Date posted	Amount	Transaction description	Reference number
12/08	304.63	ACH Web-Single Online Pmt Home Depot 150295068394495	00020343904776248
12/08	151.93	ACH Web-Single Online Pmt Staples 120295133664891	00020343904776311
12/09	2,002.66	Corporate ACH Transfer Suntbk Ck Webxfr 2802557139	00020344908377195
12/09	1,312.66	Corporate ACH Transfer Suntbk Ck Webxfr 2802567019	00020344908377194
12/09	1,216.53	Corporate ACH Transfer Suntbk Ck Webxfr 2802570457	00020344908377193
12/09	998.17	Corporate ACH Lowes Epay Lowes Lar Syncb 229070571	00020343906163202
12/09	476.66	Corporate ACH Utiities Fort Pierce Util 0949708	00020343906194675
12/09	418.24	ACH Web-Single Cable Svc Comcast 0994724	00020343906195149
12/09	275.20	Corporate ACH Utiities Fort Pierce Util 0949599	00020343906194654
12/09	232.90	ACH Web-Single Cable Svc Comcast 0994744	00020343906195153
12/09	230.31	ACH Web-Single Bill Pymnt Achma Visb 6295347	00020343906194170
12/09	210.47	ACH Web-Single Elec Pymt Fpl Direct Debit 5107375270 Webi	00020343907154388
12/09	71.94	ACH Web-Recur Adtpapach Adt Security Ser 401261660	00020344908105551
12/09	31.27	Corporate ACH Utiities Fort Pierce Util 0949321	00020343906194600
12/09	12.48	Corporate ACH Utiities Fort Pierce Util 0949032	00020343906194555
12/10	21,683.43	Corporate ACH Quickbooks Intuit Payroll S 650631850	00020345902024072
12/11	7,318.04	Corporate ACH Usataxpymt IRS 225074620463698	00020345903193393
12/11	5,173.85	Corporate ACH Billing Unitedhealthcare 072274341493	00020345902874274
12/11	150.00	Corporate ACH Childsupp Fl Dept Of Reven 202012110000439	00020345902877499
12/11	139.38	ACH Web-Recur Childsupp Ncdhhscs 202012110001107	00020345903004901
12/15	284.90	Corporate ACH ACH Collec E-Banking Els Hhsl0421	00020350902262150
12/16	3,706.85	Corporate ACH C01 Fla Dept Revenue 182747097	00020351906695167
12/16	354.04	Corporate ACH Insurance AFLAC SE285592207	00020350904894816
12/16	33.64	ACH Web-Single Elec Pymt Fpl Direct Debit 8243727271 Webi	00020350904846908
12/18	98.16	ACH Web-Single Billpay Portstlucieutild Portstlucieutil	00020353903806557
12/18	98.16	ACH Web-Single Billpay Portstlucieutild Portstlucieutil	00020353903806581
12/22	6,568.66	Corporate ACH Usataxpymt IRS 225075720461995	00020356908534186
12/22	1,802.66	Corporate ACH Transfer Suntbk Ck Webxfr 2843035135	00020357900643814
12/22	1,542.66	Corporate ACH Transfer Suntbk Ck Webxfr 2843031195	00020357900643813
12/22	1,297.66	Corporate ACH Transfer Suntbk Ck Webxfr 2843040137	00020357900643812

Analysis Business Checking

For 24-hour account information, sign-on to pnc.com/mybusiness/

For the Period 12/01/2020 to 12/31/2020
St Lucie Habitat For Humanity
Primary Account Number: 12-2510-3734

ACH Deductions - *continued*

Date posted	Amount	Transaction description	Reference number
12/23	22,465.80	Corporate ACH Quickbooks Intuit Payroll S 650631850	00020357905131356
12/24	16.10	Corporate ACH Utiities Fort Pierce Util 0676905	00020358906108323
12/28	1,283.44	ACH Web-Single 7725959390 Waste Pro Fort P 1606111588	00020363900678566
12/28	408.24	ACH Web-Single Cable Svc Comcast 9532943	00020359908874511
12/28	150.00	Corporate ACH Childsupp Fl Dept Of Reven 202012280000530	00020359908827180
12/28	139.38	ACH Web-Recur Childsupp Ncdhhscs 202012280001622	00020359909565913
12/29	26.65	ACH Web-Single Web Pymnt St. Lucie County 187788237	00020364905976487
12/29	26.27	ACH Web-Single Web Pymnt St. Lucie County 187788162	00020364905976486
12/30	284.90	Corporate ACH ACH Collec E-Banking Els Hhsl0421	00020364910010357

Service Charges and Fees

Date posted	Amount	Transaction description	Reference number
12/02	332.48	PNC Merchant Discount 277206787990	277206787990 PGH
12/02	62.65	PNC Merchant Fee 277206787990	277206787990 PGH
12/02	19.04	PNC Merchant Interchng 277206787990	277206787990 PGH
12/02	651.99	PNC Merchant Discount 277255654992	277255654992 PGH
12/02	147.35	PNC Merchant Fee 277255654992	277255654992 PGH
12/02	40.13	PNC Merchant Interchng 277255654992	277255654992 PGH

Other Deductions

Date posted	Amount	Transaction description	Reference number
12/01	2,666.72	Online Credit Card Pmt 12/01 XXXX4575	O4801033120094575336
12/04	2,000.00	Ret Dep Item 100631	12010350600015CLOSED
12/08	202.85	Online Transfer To 0000001220236298	ST LUCIE HAB00049721
12/18	500.00	Withdrawa City of PSL Grant Bond → Teuser CK	032967829
12/31	89.14	Corporate Account Analysis Charge	0000000000000003273

St. Lucie Habitat For Humanity, Inc.
Reconciliation Summary
10000 · PNC Operating Fund 3734 (New), Period Ending 12/31/2020

	Dec 31, 20	
Beginning Balance		199,164.53
Cleared Transactions		
Checks and Payments - 133 items	-300,038.49	
Deposits and Credits - 156 items	234,558.95	
Total Cleared Transactions	-65,479.54	
Cleared Balance		133,684.99
Uncleared Transactions		
Checks and Payments - 13 items	-50,294.13	
Deposits and Credits - 1 item	38.35	
Total Uncleared Transactions	-50,255.78	
Register Balance as of 12/31/2020		83,429.21
New Transactions		
Checks and Payments - 30 items	-47,788.99	
Deposits and Credits - 30 items	21,919.30	
Total New Transactions	-25,869.69	
Ending Balance		57,559.52

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 12/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						199,164.53
Cleared Transactions						
Checks and Payments - 133 items						
Bill Pmt -Check	04/10/2020	EFT	City of Port Saint Lu...	X	-51.63	-51.63
Bill Pmt -Check	10/01/2020	1995	Northern Trust Co., ...	X	-4,717.80	-4,769.43
Bill Pmt -Check	10/22/2020	2012	Northern Trust Co., ...	X	-4,717.80	-9,487.23
Bill Pmt -Check	10/27/2020	2018	Northern Trust Co., ...	X	-4,717.80	-14,205.03
Bill Pmt -Check	11/19/2020	2075	PSL Town Center, L...	X	-11,896.37	-26,101.40
Bill Pmt -Check	11/19/2020	2076	A-1 Roof Trusses	X	-5,024.46	-31,125.86
Bill Pmt -Check	11/19/2020	2073	Northern Trust Co., ...	X	-4,717.80	-35,843.66
Bill Pmt -Check	11/19/2020	2080	Chris Craft - Tax Col...	X	-3,369.48	-39,213.14
Bill Pmt -Check	11/19/2020	2078	Chris Craft - Tax Col...	X	-523.15	-39,736.29
Bill Pmt -Check	11/19/2020	2079	Fire Equipment Serv...	X	-155.00	-39,891.29
Bill Pmt -Check	11/21/2020	2088	Total Roofing Syste...	X	-7,209.00	-47,100.29
Bill Pmt -Check	11/30/2020	2090	Provident Design & ...	X	-4,960.00	-52,060.29
Bill Pmt -Check	11/30/2020	2093	Provident Design & ...	X	-4,750.00	-56,810.29
Bill Pmt -Check	11/30/2020	2091	Provident Design & ...	X	-4,670.00	-61,480.29
Bill Pmt -Check	11/30/2020	2089	Shoreline Roofing, L...	X	-4,600.00	-66,080.29
Bill Pmt -Check	11/30/2020	2092	Provident Design & ...	X	-4,125.00	-70,205.29
Liability Check	11/30/2020	EFT	Sunrise Bank	X	-372.00	-70,577.29
Bill Pmt -Check	12/01/2020	EFT	PNC Bank	X	-2,666.72	-73,244.01
Bill Pmt -Check	12/01/2020	EFT	Florida Power & Light	X	-513.90	-73,757.91
Bill Pmt -Check	12/01/2020	EFT	Level 4 Telcom	X	-365.94	-74,123.85
Bill Pmt -Check	12/01/2020	EFT	Comcast	X	-195.99	-74,319.84
Bill Pmt -Check	12/01/2020	EFT	ADT Security	X	-159.12	-74,478.96
Bill Pmt -Check	12/02/2020	EFT	Racetrac	X	-734.13	-75,213.09
Check	12/02/2020	EFT	PNC Merchant	X	-651.99	-75,865.08
Check	12/02/2020	EFT	PNC Merchant	X	-332.48	-76,197.56
Check	12/02/2020	EFT	PNC Merchant	X	-147.35	-76,344.91
Check	12/02/2020	EFT	PNC Merchant	X	-62.65	-76,407.56
Check	12/02/2020	EFT	PNC Merchant	X	-40.13	-76,447.69
Check	12/02/2020	EFT	PNC Merchant	X	-19.04	-76,466.73
Check	12/03/2020	EFT	Safesave	X	-41.86	-76,508.59
Bill Pmt -Check	12/04/2020	EFT	ADT Security	X	-67.40	-76,575.99
Bill Pmt -Check	12/04/2020	EFT	St Lucie County Utili...	X	-26.27	-76,602.26
Bill Pmt -Check	12/04/2020	EFT	St Lucie County Utili...	X	-26.27	-76,628.53
Bill Pmt -Check	12/07/2020	EFT	Lowes	X	-998.17	-77,626.70
Bill Pmt -Check	12/07/2020	EFT	Fort Pierce Utilities ...	X	-476.66	-78,103.36
Bill Pmt -Check	12/07/2020	EFT	Comcast	X	-418.24	-78,521.60
Bill Pmt -Check	12/07/2020	EFT	Home Depot	X	-304.63	-78,826.23
Bill Pmt -Check	12/07/2020	EFT	Fort Pierce Utilities ...	X	-275.20	-79,101.43
Bill Pmt -Check	12/07/2020	EFT	Comcast	X	-232.90	-79,334.33
Bill Pmt -Check	12/07/2020	EFT	Verizon Wireless	X	-230.31	-79,564.64
Bill Pmt -Check	12/07/2020	EFT	Florida Power & Light	X	-210.47	-79,775.11
Bill Pmt -Check	12/07/2020	EFT	Staples	X	-151.93	-79,927.04
Bill Pmt -Check	12/07/2020	EFT	ADT Security	X	-71.94	-79,998.98
Bill Pmt -Check	12/07/2020	EFT	Fort Pierce Utilities ...	X	-31.27	-80,030.25
Bill Pmt -Check	12/07/2020	EFT	Fort Pierce Utilities ...	X	-12.48	-80,042.73
Bill Pmt -Check	12/08/2020	EFT	United Health Care	X	-5,173.85	-85,216.58
Check	12/08/2020	EFT	St. Lucie Habitat for ...	X	-2,002.66	-87,219.24
Check	12/08/2020	EFT	St. Lucie Habitat for ...	X	-1,312.66	-88,531.90
Check	12/08/2020	EFT	St. Lucie Habitat for ...	X	-1,216.53	-89,748.43
Transfer	12/08/2020			X	-202.85	-89,951.28
Liability Check	12/09/2020	E-pay	EFTPS	X	-7,318.04	-97,269.32
Bill Pmt -Check	12/09/2020	2130	Decorative Concrete...	X	-7,000.00	-104,269.32
Bill Pmt -Check	12/09/2020	2143	Provident Design & ...	X	-5,720.00	-109,989.32
Bill Pmt -Check	12/09/2020	2137	Shoreline Roofing, L...	X	-5,400.00	-115,389.32
Bill Pmt -Check	12/09/2020	2127	Aqua Dimensions Pl...	X	-5,177.00	-120,566.32
Bill Pmt -Check	12/09/2020	2141	Provident Design & ...	X	-5,000.00	-125,566.32
Bill Pmt -Check	12/09/2020	2138	Provident Design & ...	X	-5,000.00	-130,566.32
Bill Pmt -Check	12/09/2020	2136	Provident Design & ...	X	-4,990.00	-135,556.32
Bill Pmt -Check	12/09/2020	2133	Provident Design & ...	X	-4,960.00	-140,516.32
Bill Pmt -Check	12/09/2020	2134	Shoreline Roofing, L...	X	-4,800.00	-145,316.32
Bill Pmt -Check	12/09/2020	2142	Provident Design & ...	X	-4,400.00	-149,716.32
Bill Pmt -Check	12/09/2020	2139	Provident Design & ...	X	-4,080.00	-153,796.32
Bill Pmt -Check	12/09/2020	2135	East Coast Lumber	X	-2,734.48	-156,530.80
Bill Pmt -Check	12/09/2020	2120	ABC Printing	X	-2,259.57	-158,790.37
Bill Pmt -Check	12/09/2020	2128	B &S Sod	X	-1,800.00	-160,590.37
Paycheck	12/09/2020	2099	Calhoun, Robert D	X	-1,717.00	-162,307.37
Bill Pmt -Check	12/09/2020	2123	PNC Bank NA	X	-1,539.87	-163,847.24
Bill Pmt -Check	12/09/2020	2118	GreenSheen	X	-1,392.00	-165,239.24
Bill Pmt -Check	12/09/2020	2119	St Lucie Battery & Tire	X	-896.17	-166,135.41

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 12/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	12/09/2020	2125	Wellworth Plumbing,...	X	-530.00	-166,665.41
Bill Pmt -Check	12/09/2020	2122	Jeck, Harris, Raynor...	X	-462.60	-167,128.01
Bill Pmt -Check	12/09/2020	2131	Freedom Waste Ser...	X	-398.87	-167,526.88
Liability Check	12/09/2020	EFT	AFLAC	X	-354.04	-167,880.92
Bill Pmt -Check	12/09/2020	2126	American Portable T...	X	-297.04	-168,177.96
Paycheck	12/09/2020	2107	McLaughlin, William ...	X	-250.00	-168,427.96
Paycheck	12/09/2020	2108	Mills, Tonya R	X	-250.00	-168,677.96
Paycheck	12/09/2020	2096	Askman, Donna L	X	-250.00	-168,927.96
Paycheck	12/09/2020	2114	Winstead, Melissa	X	-250.00	-169,177.96
Paycheck	12/09/2020	2103	Gianna, Joseph W	X	-200.00	-169,377.96
Paycheck	12/09/2020	2101	Clothier, Amanda M	X	-200.00	-169,577.96
Paycheck	12/09/2020	2105	Kienast, Andrew M	X	-175.00	-169,752.96
Paycheck	12/09/2020	2095	Angelico, Jeannie L.	X	-175.00	-169,927.96
Check	12/09/2020	2117	Petty Cash	X	-147.44	-170,075.40
Paycheck	12/09/2020	2094	Andrews, Donald L.	X	-100.00	-170,175.40
Paycheck	12/09/2020	2097	Bosely, John C	X	-100.00	-170,275.40
Paycheck	12/09/2020	2098	Bramble, Perry E	X	-100.00	-170,375.40
Paycheck	12/09/2020	2111	Stagnitta, Justin R	X	-100.00	-170,475.40
Paycheck	12/09/2020	2115	Young III, James A	X	-75.00	-170,550.40
Paycheck	12/09/2020	2112	Vanhille, Lori L	X	-75.00	-170,625.40
Paycheck	12/09/2020	2109	Pease, Morgan J	X	-50.00	-170,675.40
Paycheck	12/09/2020	2110	Shadlak, Kimberly A.	X	-50.00	-170,725.40
Paycheck	12/09/2020	2113	Wilkins, Alex	X	-50.00	-170,775.40
Paycheck	12/09/2020	2106	Magno, Melissa	X	-50.00	-170,825.40
Paycheck	12/09/2020	2104	Hendrickson, Jacky A.	X	-50.00	-170,875.40
Paycheck	12/09/2020	2102	Cook, Joseph D	X	-50.00	-170,925.40
Paycheck	12/09/2020	2100	Caroglanian, Jennife...	X	-50.00	-170,975.40
Liability Check	12/10/2020		QuickBooks Payroll ...	X	-21,683.43	-192,658.83
Bill Pmt -Check	12/10/2020	2152	Provident Design & ...	X	-3,350.00	-196,008.83
Bill Pmt -Check	12/10/2020	2144	Total Roofing Syste...	X	-2,791.00	-198,799.83
General Journal	12/10/2020	20201...	Critical Care:HFHFL...	X	-2,000.00	-200,799.83
Paycheck	12/11/2020	2116	Bosely, John C	X	-669.47	-201,469.30
Liability Check	12/11/2020	EFT	Florida State Disbur...	X	-150.00	-201,619.30
Liability Check	12/11/2020	EFT	Florida State Disbur...	X	-139.38	-201,758.68
Liability Check	12/14/2020	EFT	Sunrise Bank	X	-284.90	-202,043.58
Bill Pmt -Check	12/14/2020	EFT	Florida Power & Light	X	-33.64	-202,077.22
Sales Tax Payment	12/15/2020	EFT	Florida Department ...	X	-3,706.85	-205,784.07
Bill Pmt -Check	12/16/2020	2150	Lockton Risk Services	X	-22,561.00	-228,345.07
Bill Pmt -Check	12/16/2020	2146	Provident Design & ...	X	-4,975.00	-233,320.07
Bill Pmt -Check	12/16/2020	2145	Provident Design & ...	X	-4,750.00	-238,070.07
Bill Pmt -Check	12/16/2020	2147	Provident Design & ...	X	-4,670.00	-242,740.07
Bill Pmt -Check	12/16/2020	2148	Provident Design & ...	X	-4,125.00	-246,865.07
Bill Pmt -Check	12/16/2020	2149	Lakewood Park Pro...	X	-150.00	-247,015.07
Bill Pmt -Check	12/17/2020	EFT	City of Port Saint Lu...	X	-98.16	-247,113.23
Bill Pmt -Check	12/17/2020	EFT	City of Port Saint Lu...	X	-98.16	-247,211.39
Bill Pmt -Check	12/18/2020	2153	Provident Design & ...	X	-10,000.00	-257,211.39
Check	12/18/2020	EFT	City of Port St. Lucie	X	-500.00	-257,711.39
Bill Pmt -Check	12/21/2020	2158	AApex Electric, Inc.	X	-4,117.50	-261,828.89
Check	12/21/2020	EFT	St. Lucie Habitat for ...	X	-1,802.66	-263,631.55
Check	12/21/2020	EFT	St. Lucie Habitat for ...	X	-1,542.66	-265,174.21
Bill Pmt -Check	12/21/2020	2157	A-1 Roof Trusses	X	-1,438.57	-266,612.78
Check	12/21/2020	EFT	St. Lucie Habitat for ...	X	-1,297.66	-267,910.44
Liability Check	12/22/2020	E-pay	EFTPS	X	-6,568.66	-274,479.10
Bill Pmt -Check	12/22/2020	EFT	Fort Pierce Utilities ...	X	-16.10	-274,495.20
Liability Check	12/23/2020		QuickBooks Payroll ...	X	-22,465.80	-296,961.00
Bill Pmt -Check	12/23/2020	EFT	Waste Pro	X	-1,283.44	-298,244.44
Bill Pmt -Check	12/23/2020	EFT	Comcast	X	-408.24	-298,652.68
Paycheck	12/24/2020	2156	Bosely, John C	X	-669.47	-299,322.15
Liability Check	12/24/2020	EFT	Florida State Disbur...	X	-150.00	-299,472.15
Liability Check	12/24/2020	EFT	Florida State Disbur...	X	-139.38	-299,611.53
Bill Pmt -Check	12/28/2020	EFT	St Lucie County Utili...	X	-26.65	-299,638.18
Bill Pmt -Check	12/28/2020	EFT	St Lucie County Utili...	X	-26.27	-299,664.45
Liability Check	12/30/2020	EFT	Sunrise Bank	X	-284.90	-299,949.35
Check	12/31/2020			X	-89.14	-300,038.49
Total Checks and Payments					-300,038.49	-300,038.49
Deposits and Credits - 156 items						
Deposit	12/01/2020			X	15.00	15.00
Deposit	12/01/2020			X	390.57	405.57
Deposit	12/01/2020			X	783.88	1,189.45
Deposit	12/01/2020			X	2,827.54	4,016.99
Deposit	12/02/2020			X	315.74	4,332.73

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 12/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Deposit	12/02/2020			X	664.34	4,997.07
Deposit	12/02/2020			X	719.96	5,717.03
Deposit	12/02/2020			X	1,011.70	6,728.73
Deposit	12/02/2020			X	1,020.53	7,749.26
Deposit	12/02/2020			X	1,376.36	9,125.62
Deposit	12/03/2020			X	307.10	9,432.72
Deposit	12/03/2020			X	647.83	10,080.55
Deposit	12/03/2020			X	1,409.37	11,489.92
Deposit	12/04/2020			X	306.04	11,795.96
Deposit	12/04/2020			X	397.60	12,193.56
Deposit	12/04/2020			X	445.48	12,639.04
Deposit	12/04/2020			X	647.04	13,286.08
Deposit	12/04/2020			X	689.43	13,975.51
Deposit	12/04/2020			X	1,589.30	15,564.81
Deposit	12/05/2020			X	522.16	16,086.97
Deposit	12/05/2020			X	955.61	17,042.58
Deposit	12/06/2020			X	10.30	17,052.88
Deposit	12/07/2020			X	50.00	17,102.88
Deposit	12/07/2020			X	453.90	17,556.78
Deposit	12/07/2020			X	475.36	18,032.14
Deposit	12/07/2020			X	2,756.37	20,788.51
Deposit	12/07/2020			X	9,549.23	30,337.74
Deposit	12/08/2020			X	10.30	30,348.04
Deposit	12/08/2020			X	413.58	30,761.62
Deposit	12/08/2020			X	446.31	31,207.93
Deposit	12/08/2020			X	473.49	31,681.42
Deposit	12/08/2020			X	546.98	32,228.40
Deposit	12/08/2020			X	1,721.58	33,949.98
Deposit	12/09/2020			X	414.06	34,364.04
Deposit	12/09/2020			X	439.08	34,803.12
Deposit	12/09/2020			X	1,177.54	35,980.66
Deposit	12/09/2020			X	1,435.92	37,416.58
Deposit	12/10/2020			X	640.81	38,057.39
Deposit	12/10/2020			X	730.06	38,787.45
Deposit	12/10/2020			X	1,076.82	39,864.27
Deposit	12/10/2020			X	1,153.82	41,018.09
Deposit	12/11/2020			X	0.16	41,018.25
Deposit	12/11/2020			X	395.12	41,413.37
Deposit	12/11/2020			X	418.01	41,831.38
Deposit	12/11/2020			X	507.11	42,338.49
Deposit	12/11/2020			X	569.35	42,907.84
Deposit	12/12/2020			X	648.30	43,556.14
Deposit	12/12/2020			X	1,700.22	45,256.36
Deposit	12/14/2020			X	50.00	45,306.36
Deposit	12/14/2020			X	100.00	45,406.36
Deposit	12/14/2020			X	395.41	45,801.77
Deposit	12/14/2020			X	616.55	46,418.32
Deposit	12/14/2020			X	617.24	47,035.56
Deposit	12/14/2020			X	1,789.74	48,825.30
Deposit	12/15/2020			X	10.30	48,835.60
Deposit	12/15/2020			X	312.50	49,148.10
Deposit	12/15/2020			X	436.61	49,584.71
Deposit	12/15/2020			X	451.73	50,036.44
Deposit	12/15/2020			X	846.97	50,883.41
Deposit	12/16/2020			X	328.33	51,211.74
Deposit	12/16/2020			X	341.18	51,552.92
Deposit	12/16/2020			X	415.87	51,968.79
Deposit	12/16/2020			X	880.38	52,849.17
Deposit	12/16/2020			X	1,274.00	54,123.17
Deposit	12/17/2020			X	24.01	54,147.18
Deposit	12/17/2020			X	200.77	54,347.95
Deposit	12/17/2020			X	204.50	54,552.45
Deposit	12/17/2020			X	297.36	54,849.81
Deposit	12/17/2020			X	398.19	55,248.00
Deposit	12/17/2020			X	1,653.19	56,901.19
Deposit	12/18/2020			X	221.12	57,122.31
Deposit	12/18/2020			X	595.86	57,718.17
Deposit	12/18/2020			X	611.90	58,330.07
Deposit	12/18/2020			X	2,210.39	60,540.46
Deposit	12/19/2020			X	429.99	60,970.45
Deposit	12/19/2020			X	952.87	61,923.32
Deposit	12/21/2020			X	270.38	62,193.70

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 12/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Deposit	12/21/2020			X	322.82	62,516.52
Deposit	12/21/2020			X	355.29	62,871.81
Deposit	12/21/2020			X	500.00	63,371.81
Deposit	12/21/2020			X	532.89	63,904.70
Deposit	12/21/2020			X	807.17	64,711.87
Deposit	12/21/2020			X	1,080.78	65,792.65
Deposit	12/21/2020			X	151,597.60	217,390.25
Deposit	12/22/2020			X	25.00	217,415.25
Deposit	12/22/2020			X	222.15	217,637.40
Deposit	12/22/2020			X	461.40	218,098.80
Deposit	12/22/2020			X	475.30	218,574.10
Deposit	12/22/2020			X	856.56	219,430.66
Deposit	12/23/2020			X	310.36	219,741.02
Deposit	12/23/2020			X	362.40	220,103.42
Deposit	12/23/2020			X	500.15	220,603.57
Deposit	12/23/2020			X	617.70	221,221.27
Deposit	12/23/2020			X	1,499.39	222,720.66
Paycheck	12/24/2020	DD	Vanhille, Lori L	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Wilkins, Alex	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Winstead, Melissa	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Andrews, Donald L.	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Angelico, Jeannie L.	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Askman, Donna L	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Bramble, Perry E	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Calhoun, Robert D	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Stagnitta, Justin R	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Caroglanian, Jennife...	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Shadlak, Kimberly A.	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Clothier, Amanda M	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Cook, Joseph D	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Young III, James A	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Gianna, Joseph W	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Pease, Morgan J	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Mills, Tonya R	X	0.00	222,720.66
Paycheck	12/24/2020	DD	McLaughlin, William ...	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Magno, Melissa	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Hendrickson, Jacky A.	X	0.00	222,720.66
Paycheck	12/24/2020	DD	Kienast, Andrew M	X	0.00	222,720.66
Deposit	12/24/2020			X	490.76	223,211.42
Deposit	12/24/2020			X	1,478.97	224,690.39
Deposit	12/28/2020			X	103.00	224,793.39
Deposit	12/29/2020			X	51.50	224,844.89
Deposit	12/29/2020			X	184.00	225,028.89
Deposit	12/29/2020			X	330.81	225,359.70
Deposit	12/29/2020			X	593.44	225,953.14
Deposit	12/29/2020			X	1,228.84	227,181.98
Deposit	12/30/2020			X	476.46	227,658.44
Deposit	12/30/2020			X	816.68	228,475.12
Deposit	12/30/2020			X	863.94	229,339.06
Deposit	12/30/2020			X	1,176.41	230,515.47
Deposit	12/31/2020			X	10.30	230,525.77
Deposit	12/31/2020			X	502.28	231,028.05
Deposit	12/31/2020			X	502.70	231,530.75
Deposit	12/31/2020			X	892.02	232,422.77
Deposit	12/31/2020			X	2,136.18	234,558.95
Liability Check	01/07/2021	E-pay	EFTPS	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Gianna, Joseph W	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Andrews, Donald L.	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Askman, Donna L	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Bosely, John C	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Hendrickson, Jacky A.	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Kienast, Andrew M	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Magno, Melissa	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Mills, Tonya R	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Pease, Morgan J	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Shadlak, Kimberly A.	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Angelico, Jeannie L.	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Clothier, Amanda M	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Stagnitta, Justin R	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Caroglanian, Jennife...	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Young III, James A	X	0.00	234,558.95
Paycheck	01/08/2021	DD	McLaughlin, William ...	X	0.00	234,558.95

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 12/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Paycheck	01/08/2021	DD	Calhoun, Robert D	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Vanhille, Lori L	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Winstead, Melissa	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Wilkins, Alex	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Bramble, Perry E	X	0.00	234,558.95
Paycheck	01/08/2021	DD	Cook, Joseph D	X	0.00	234,558.95
Liability Check	01/08/2021	E-pay	EFTPS	X	0.00	234,558.95
Total Deposits and Credits					234,558.95	234,558.95
Total Cleared Transactions					-65,479.54	-65,479.54
Cleared Balance					-65,479.54	133,684.99
Uncleared Transactions						
Checks and Payments - 13 items						
Paycheck	02/07/2020	1625	Pease, Morgan J		-756.21	-756.21
Bill Pmt -Check	03/12/2020	1688	Carnegie Mellon Uni...		-600.00	-1,356.21
Check	11/05/2020	EFT	PNC Bank		-146.35	-1,502.56
Bill Pmt -Check	12/01/2020	EFT	Florida Power & Light		-513.90	-2,016.46
Bill Pmt -Check	12/09/2020	2129	Coastal Building Co...		-18,147.00	-20,163.46
Bill Pmt -Check	12/09/2020	2132	IACS		-6,200.00	-26,363.46
Bill Pmt -Check	12/09/2020	2124	S&T Technology Sol...		-522.50	-26,885.96
Bill Pmt -Check	12/09/2020	2121	Dirty Deeds Cleanin...		-450.00	-27,335.96
Bill Pmt -Check	12/18/2020	2155	PSL Town Center, L...		-11,896.37	-39,232.33
Bill Pmt -Check	12/18/2020	2154	Northern Trust Co., ...		-4,717.80	-43,950.13
Bill Pmt -Check	12/21/2020	2160	Catfish Construction		-4,359.00	-48,309.13
Bill Pmt -Check	12/21/2020	2159	Aqua Dimensions Pl...		-1,885.00	-50,194.13
Bill Pmt -Check	12/21/2020	2161	Freedom Waste Ser...		-100.00	-50,294.13
Total Checks and Payments					-50,294.13	-50,294.13
Deposits and Credits - 1 item						
Deposit	11/11/2020				38.35	38.35
Total Deposits and Credits					38.35	38.35
Total Uncleared Transactions					-50,255.78	-50,255.78
Register Balance as of 12/31/2020					-115,735.32	83,429.21
New Transactions						
Checks and Payments - 30 items						
Bill Pmt -Check	01/02/2021	EFT	Fort Pierce Utilities ...		-440.62	-440.62
Bill Pmt -Check	01/02/2021	EFT	Level 4 Telcom		-365.94	-806.56
Bill Pmt -Check	01/02/2021	EFT	Fort Pierce Utilities ...		-30.78	-837.34
Bill Pmt -Check	01/02/2021	EFT	Fort Pierce Utilities ...		-11.76	-849.10
Bill Pmt -Check	01/05/2021	2164	Morris Well Drilling		-3,000.00	-3,849.10
Check	01/05/2021	2169	St. Lucie Title Servic...		-2,600.46	-6,449.56
Bill Pmt -Check	01/05/2021	2166	FTL Marketing, LLC		-1,230.00	-7,679.56
Bill Pmt -Check	01/05/2021	2170	TLC Experts		-916.80	-8,596.36
Check	01/05/2021	2168	St. Lucie Co. Clerk o...		-504.34	-9,100.70
Bill Pmt -Check	01/05/2021	2167	Jiffy Printing & Grap...		-295.00	-9,395.70
Bill Pmt -Check	01/05/2021	2162	American Portable T...		-222.78	-9,618.48
Bill Pmt -Check	01/05/2021	2165	Plant Haven Wholes...		-149.80	-9,768.28
Bill Pmt -Check	01/05/2021	2163	Leed Insulation		-87.00	-9,855.28
Bill Pmt -Check	01/06/2021	EFT	United Health Care		-5,875.69	-15,730.97
Liability Check	01/07/2021		QuickBooks Payroll ...		-22,850.35	-38,581.32
Liability Check	01/08/2021	E-pay	EFTPS		-6,353.76	-44,935.08
Liability Check	01/08/2021	EFT	Sunrise Bank		-284.90	-45,219.98
Bill Pmt -Check	01/08/2021	EFT	Florida Power & Light		-281.78	-45,501.76
Bill Pmt -Check	01/08/2021	EFT	Verizon Wireless		-226.82	-45,728.58
Liability Check	01/08/2021	E-pay	Florida Department ...		-199.23	-45,927.81
Liability Check	01/08/2021	EFT	Florida State Disbur...		-150.00	-46,077.81
Liability Check	01/08/2021	EFT	Florida State Disbur...		-139.38	-46,217.19
Bill Pmt -Check	01/08/2021	EFT	City of Port Saint Lu...		-85.67	-46,302.86
Bill Pmt -Check	01/08/2021	EFT	Florida Power & Light		-78.76	-46,381.62
Bill Pmt -Check	01/08/2021	EFT	City of Port Saint Lu...		-73.18	-46,454.80
Bill Pmt -Check	01/08/2021	EFT	ADT Security		-71.94	-46,526.74
Bill Pmt -Check	01/08/2021	EFT	ADT Security		-67.40	-46,594.14
Bill Pmt -Check	01/11/2021	EFT	Waste Pro		-637.79	-47,231.93
Bill Pmt -Check	01/11/2021	EFT	Fort Pierce Utilities ...		-203.02	-47,434.95
Liability Check	01/15/2021	EFT	AFLAC		-354.04	-47,788.99

St. Lucie Habitat For Humanity, Inc.
Reconciliation Detail
10000 · PNC Operating Fund 3734 (New), Period Ending 12/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Total Checks and Payments					-47,788.99	-47,788.99
Deposits and Credits - 30 items						
Deposit	01/01/2021				15.00	15.00
Deposit	01/01/2021				571.62	586.62
Deposit	01/02/2021				447.26	1,033.88
Deposit	01/04/2021				100.00	1,133.88
Deposit	01/04/2021				133.77	1,267.65
Deposit	01/04/2021				422.14	1,689.79
Deposit	01/04/2021				959.42	2,649.21
Deposit	01/04/2021				2,014.92	4,664.13
Deposit	01/05/2021				451.36	5,115.49
Deposit	01/05/2021				573.56	5,689.05
Deposit	01/05/2021				906.75	6,595.80
Deposit	01/06/2021				10.30	6,606.10
Deposit	01/06/2021				329.40	6,935.50
Deposit	01/06/2021				455.00	7,390.50
Deposit	01/06/2021				708.36	8,098.86
Deposit	01/06/2021				729.30	8,828.16
Deposit	01/06/2021				743.86	9,572.02
Deposit	01/06/2021				983.31	10,555.33
Deposit	01/06/2021				2,565.00	13,120.33
Deposit	01/06/2021				3,000.00	16,120.33
Deposit	01/07/2021				25.00	16,145.33
Deposit	01/07/2021				519.42	16,664.75
Deposit	01/07/2021				1,010.90	17,675.65
Deposit	01/07/2021				1,107.24	18,782.89
Deposit	01/08/2021				103.00	18,885.89
Deposit	01/08/2021				243.02	19,128.91
Deposit	01/08/2021				326.59	19,455.50
Deposit	01/08/2021				541.47	19,996.97
Deposit	01/08/2021				701.55	20,698.52
Deposit	01/08/2021				1,220.78	21,919.30
Total Deposits and Credits					21,919.30	21,919.30
Total New Transactions					-25,869.69	-25,869.69
Ending Balance					**-141,605.01**	**57,559.52**

2020-2021 Approved Budget

FY 2020-21 BUDGET, 06.17.2020				
			Budget	Notes
SOURCES				
	Undesignated Funds	$	70,000	Home is the Key, Direct Mail, HFHI, Cars
	Project Sponsorships	$	625,000	1 CCTCP, 1 CHDO, designated donations, Vol FL
	Grants	$	100,000	Excluding new homeownership funding
	Market Mortgages	$	220,000	Co-financing USDA, & mortgage lenders
	Mortgage Payments	$	170,000	Revenue from mortgage portfoliio
	Additional Revenue	$	80,000	Repair mortgages, Other designated funding
	ReStore	$	825,000	Gross Sales
	Non Reserve Cash	$	250,000	This preserves $200,000 for budget reserve & $50,000 for invest
	Total Sources	**$**	**2,340,000**	
USES				
Homeownership Programs				
	Home Construction	$	675,000	Direct construction cost; 3 new, 15 roof replacements, 6 repairs
	Acquisition	$	80,000	Purchase 4 lots
	Payroll	$	500,000	Non ReStore payroll expenses
	Operations	$	344,000	Operating cost for fund raising, admin, construction, general
	Program Total	$	1,599,000	
ReStores				
	Operations	$	301,000	ReStore operating cost
	Payroll	$	373,000	ReStore payroll expenses
	ReStore Total	$	674,000	
	Total Uses	**$**	**2,273,000**	

Sources $2,315K

Undesignated Fundraisings: $70K; $40K Home is the Key, Direct mail $20K, from appeals $5K, donations HFHI & Cars $5K

Project Sponsorships: $600K; 3 new homes with 1 CCTCP $100K, 1 CHDO funded $100K, designated $150K; Balance of Volunteer Florida funding $275K

Grants: $100K: undesignated grant funding

Market Rate Mortgages/Zero Equivalent financing: $220K; utilizing 2 bank first mortgage financing at $110K

Mortgage principle payments: $170K principle payments on Habitat loans, repair payoffs $20K

Additional Revenue $80K: $50K repair mortgages, $30K designated funding

ReStore gross revenue: $825K

Non Reserve Cash: $250K carry over from Northern Trust transaction

Uses $2,254K

Homeownership Programs
Construction direct cost: $675K; 3 new homes @ $165K each, 15 roof replacements @ $10K each, 6 repair homes @ $5K each

Acquisition of new properties: $80K; 4 @ 20K each; we need to maintain a reasonable inventory of building lots

Payroll: Programs, Fundraising, & Administration: $500K

Program Operations: $344K; office, general insurance, marketing, etc.

ReStore Operations: $301K

Restore Payroll: $373K

St. Lucie Habitat for Humanity, Inc.

FINANCIAL STATEMENTS

June 30, 2020

St. Lucie Habitat for Humanity, Inc.
FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2020

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Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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Report of Independent Auditors

To the Board of Directors
St. Lucie Habitat for Humanity, Inc.
Fort Pierce, Florida

We have audited the accompanying statement of financial position of the St. Lucie Habitat for Humanity, Inc. as of June 30, 2020 and the related statements of activities, functional expenses and cash flows for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Directors
St. Lucie Habitat for Humanity, Inc.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of St. Lucie Habitat for Humanity, Inc. as of June 30, 2020, and the activities, cash flows and functional expenses for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants, PL
Fort Pierce, Florida

November 18, 2020

St. Lucie Habitat for Humanity, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2020

Assets	
Current Assets	
Cash and cash equivalents	$ 463,042
Accounts receivable - current portion	2,259
Mortgages receivable - current portion	129,864
Cost of homes under construction	202,841
Prepaid expenses	7,798
Utility deposit	819
Total Current Assets	806,623
Fixed Assets	
Fixed assets, less accumulated depreciation of ($356,567)	442,755
Other Assets	
Accounts receivable - non-current	467,844
Mortgage receivables, net of discount	1,665,076
Land held for development	286,428
Total Other Assets	2,419,348
Total Assets	$ 3,668,726
Liabilities and Net Assets	
Current Liabilities	
Accounts payable and accrued expenses	$ 95,696
Accrued wages and payroll taxes payable	32,471
Sales tax payable	4,073
Payroll Protection Loan	155,800
Current portion of long term debt	88,877
Total Current Liabilities	376,917
Noncurrent Liabilities	
Mortgages and notes payables	1,883,601
Net Assets	
Without donor restrictions	1,408,208
Total Liabilities and Net Assets	$ 3,668,726

See accompanying notes to financial statements.

St. Lucie Habitat for Humanity, Inc.
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenues			
Support			
Donations	$ 155,211	$ -	$ 155,211
In-kind donations	169,878	-	169,878
Grants Non Government	196,500	-	196,500
Sponsorships	276,500	-	276,500
Net assets released from restrictions	202,731	(202,731)	-
Total Support	1,000,820	(202,731)	798,089
Revenues			
ReStore sales	694,889	-	694,889
Interest and dividend income	3,584	-	3,584
Fundraising income net of expenses with a direct benefit to donors ($33,887)	-	-	-
Loan amortization	131,310	-	131,310
Rental income	540	-	540
Home transfer of mortgages	1,077,000	-	1,077,000
Other income	41,246	-	41,246
Total Revenues	1,948,569	-	1,948,569
Total Support and Revenues	2,949,389	(202,731)	2,746,658
Expenses			
Program Services			
Family support and construction	1,954,942	-	1,954,942
ReStore	708,880	-	708,880
Total Program Services	2,663,822	-	2,663,822
Supporting Services			
General and administrative	255,408	-	255,408
Fundraising	133,063	-	133,063
Total Supporting Services	388,471	-	388,471
Total Expenses	3,052,293	-	3,052,293
Change in Net Assets	(102,904)	(202,731)	(305,635)
Net Assets - July 1, 2019	1,511,112	202,731	1,713,843
Net Assets - June 30, 2020	$ 1,408,208	$ -	$ 1,408,208

See accompanying notes to financial statements.

St. Luice Habitat for Humanity, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2020

Cash Flows From Operating Activities	
Change in Net Assets	$ (305,635)
Adjustments to reconcile change in net assets to net cash (used) by operating activities:	
Depreciation	30,066
Transfer to homeowners, net of discount	(360,662)
Mortgage loan discount amortization	(78,381)
Contractual forgiveness of mortgages	24,660
(Increase) decrease in:	
Accounts receivable	(187,062)
Cost of homes under construction	228,588
Prepaid expenses	(569)
Land held for development	(191,366)
Increase (decrease) in:	
Accounts payable	42,327
Accrued wages and payroll taxes payable	19,538
Sales tax payable	(2,342)
Net Cash Used in Operating Activities	(780,838)
Cash Flows From Investing Activities	
Mortgage payments received	102,706
Purchases of capital assets	(11,097)
Net Cash Provided by Investing Activities	91,609
Cash Flows From Financing Activities	
Principal payments on line of credit and notes payable	(141,669)
Proceeds from Payroll Protection Program	155,800
Proceeds from notes payable	973,986
Net Cash Provided by Financing Activities	988,117
Net Increase in Cash	298,888
Cash - July 1, 2019	164,154
Cash - June 30, 2020	$ 463,042
Supplemental disclosure of cash flow information:	
Interest paid	$ 12,444
Supplemental disclosure of noncash activities:	
Issuance of non-interest bearing mortgage loans	$ 1,077,000
Discount on non-interest bearing mortgage loans	$ (644,064)

See accompanying notes to financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

St. Lucie Habitat for Humanity, Inc. ("Habitat") was incorporated on December 21, 1995 in the State of Florida for the purpose of building houses for those who could not otherwise own a home by raising the money and doing the actual home construction, with a substantial amount of donated material and services.

On July 17, 2009, St. Lucie Habitat for Humanity CHDO, Inc. was incorporated in the State of Florida as a not-for-profit corporation, whose only member is St. Lucie Habitat for Humanity, Inc., and reports its financial activities on its separate financial statements. The purpose of this corporation is to provide homeownership for low income households. It can acquire vacant homes and renovate, but most often builds new homes (primarily with funds received from HUD grants).

On October 21, 2016, Habitat filed Articles of Organization with the State of Florida to form its wholly owned subsidiary SLHFH Funding Company I, LLC (the "Company"). The Company's purpose is to acquire and hold mortgage loans and related documents to comply with the terms of any note purchase agreement between the Company and any financial institution. As a sole member limited liability company, the entity is disregarded for purposes of the Internal Revenue Code.

Financial Statement Presentation

Habitat prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for not-for-profit organizations. The significant accounting and reporting policies used by Habitat are described subsequently to enhance the usefulness and understandability of the financial statements.

Habitat prepares its financial statements using the accrual basis of accounting and accounting principles generally accepted in the United States of America.

All revenues and net gains are reported as increases in net assets without donor restrictions in the statement of activities unless the donor specified the use of the related resources for a particular purpose or in a future period. All expenses and net losses other than losses on endowment investments are reported as decreases in net assets without donor restrictions. Net gains on endowment investments increase net assets with donor restrictions, and net losses on endowment investments reduce that net asset class.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Financial Statement Presentation (Continued)

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with Habitat's financial statements for the previous year ended from which such information was derived.

The financial statements are presented in accordance with FASB ASC 958 *Financial Statements of Not-For-Profit Organizations*. Under ASC 958, Habitat is required to report information regarding its financial position and activities according to two classes of net assets (net assets with donor restrictions, and net assets without donor restrictions) based upon the existence or absence of donor-imposed restrictions.

Net Assets

The financial statements report net assets and changes in net assets in two classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Net Assets Without Donor Restrictions

> Net assets without donor restrictions are resources available to support operations. The only limits on the use of these net assets are the broad limits resulting for the nature of the organization, the environment in which it operates, the purposes specified in it corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Net Assets With Donor Restrictions

> Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restriction will expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature; the organization must continue to use the resources in accordance with the donor's instructions.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Assets (Continued)

Habitat's unspent contributions are included in this class if the donor limited their use, as are its donor-restricted endowment funds and its beneficial interest in a perpetual charitable trust held by a bank trustee.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions. Net assets restricted for acquisition of buildings or equipment (or less commonly, the contribution of those assets directly) are reported as net assets with donor restrictions until the specified asset is placed in service by the organization, unless the donor provides more specific directions about the period of its use.

Cash Equivalents

Cash equivalents consist of short-term, highly liquid investments, which are readily convertible into cash within ninety (90) days of purchase.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Advertising

Advertising costs are expensed as incurred and totaled $26,654 for the year ended June 30, 2020.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Mortgages Receivable

Habitat holds non-interest bearing mortgages on homes that it has built and sold. In accordance with generally accepted accounting principles, the present value of the original mortgages are determined (using an appropriate discount factor) and a discount expense for mortgages issued is recognized as a program expense in the year the mortgages are created. The discount expense is then amortized over the life of the mortgage, using the straight-line method and recognized as interest income.

Second mortgages exist on some of the completed homes, with some held by Habitat and others held by the City of Port St. Lucie and City of Fort Pierce. No payments are received for a majority of the second mortgages. Instead, those second mortgages held by Habitat are forgiven at the rate of 10% of the balance per year. Starting in July 2015, these mortgages became due upon maturity of the first mortgage.

Third mortgages exist on some of the completed homes, all of which are held by Habitat. No payments are received for a majority of these mortgages. Instead, these third mortgages are forgiven at the rate of 5% of the original balance per year. Starting in July 2015, these mortgages became due upon maturity of the first mortgage.

Fixed Assets

Fixed assets are stated at cost, less accumulated depreciation. Donated property and equipment is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contribution is recorded as restricted. In the absence of such stipulations, contributions are recorded as unrestricted. When assets are retired or otherwise disposed of, the asset's cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is recognized in the period. Maintenance and repairs are charged to expense as incurred; significant renewals and betterments are capitalized. Depreciation is provided for fixed assets using the straight-line method based on estimated useful lives of 5-39 years.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

Habitat obtained their exempt status under the provisions of the Internal Revenue Code 501(c)(3). St. Lucie Habitat for Humanity, Inc. is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code (IRC), though it would be subject to tax on income unrelated to its exempt purposes (unless that income is otherwise excluded by the IRC). Contributions to Habitat are tax deductible to donors under Section 170 of the IRC. Habitat is not classified as a private foundation within the meaning of Section 509(a).

Habitat has adopted the provisions of FASB ASC 740-10, *Uncertainty in Income Taxes*. Under this section, an organization must recognize the tax benefit associated with tax taken for tax return purposes when it is more likely than not the position will be sustained. There was no impact to Habitat's financial statements as a result of the implementation of ASC 740-10. Habitat's income tax returns for fiscal years ending June 30, 2017, 2018, and 2019 remain open to examination by the Internal Revenue Service.

Fair Value Measurements

Habitat reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. The three levels of inputs used to measure fair value are as follows:

Level 1 – Quoted prices for identical assets or liabilities in active markets to which Habitat has access at the measurement date.

Level 2 – Inputs other than quoted prices, included in level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 – Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

When available, Habitat measures fair value using level 1 inputs because they generally provide the most reliable evidence of fair value.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value Measurements (Continued)

The following methods and assumptions were used by Habitat in estimating fair value disclosures for financial instruments:

Cash and cash equivalents, accounts receivable, costs of homes under construction, accounts payable, notes payable, and line of credit – The carrying amounts reported in the Statement of Financial Position approximate fair values because of the short maturities of those instruments.

Mortgage loan receivable – The fair value of mortgage loan receivable is estimated by discounting expected future cash flows using a 7-9% rate of return.

Land held for development – The fair value of land held for development is estimated by management based on the current tax appraised values and other information compiled from industry experts, historical real estate transactions and the St. Lucie County property records.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents as reported on the Statement of Financial Position, includes the following:

Checking and Money Market	$ 461,864
Petty Cash and Change Fund	1,178
Total Cash and Cash Equivalents	$ 463,042

At June 30, 2020, Habitat had $461,864 on deposit, all of which was insured by the Federal Deposit Insurance Corporation (FDIC).

NOTE 3 – FIXED ASSETS

An analysis of property and equipment for the year is as follows:

	July 1, 2019	Additions	Deletions	June 30, 2020
Builders Barn	$ 348,129	$ -	$ -	$ 348,129
Buildings and improvements	265,253	-	-	265,253
Leasehold Improvements	22,223	-	-	22,223
Computer equipment	33,531	3,297	-	36,828
Furniture and fixtures	4,939	-	-	4,939
Tools	396	-	-	396
Vehicles	73,297	-	-	73,297
Warehouse and construction	40,457	7,800	-	48,257
Total Fixed Assets	788,225	11,097	-	799,322
Less: accumulated depreciation	(326,501)	(30,066)	-	(356,567)
Total Fixed Assets, Net	$ 461,724	$ (18,969)	$ -	$ 442,755

Depreciation expense for the year was $30,066.

NOTE 4 – LOANS RECEIVABLE

The activity of loans receivable is as follows:

Beginning balance, July 1, 2019	$ 1,483,263
Mortgages issued	1,077,000
Principal payments received	(182,156)
Discount on mortgages issued	(644,064)
Amortization of mortgage discounts	85,614
Contractual amortized forgiveness of mortgages	(24,717)
Ending Balance, June 30, 2020	1,794,940
Less: Current portion	129,864
Other assets - Mortgages receivable	$ 1,665,076

The mortgage discount rate for the year ended June 30, 2020 was 7.38%

NOTE 5 – LINE OF CREDIT

St. Lucie Habitat for Humanity, Inc. obtained a revolving line of credit with a bank, on June 1, 2020, to be drawn upon as needed, in the amount of $200,000, with monthly interest payments due at a 5% interest rate. As of June 30, 2020, $0 was drawn from the line of credit and the unused portion of the line of credit was $200,000. The line of credit matures on demand.

NOTE 6 – LOANS PAYABLE

Long-term debt at June 30, 2020 consisted of the following:

Loan payable to bank due in monthly variable principal only with a 0% interest rate interest rate, with a final payment due on March 2050. The bank deferred the first payment until July 2020 due to COVID-19	$ 935,176
Loan payable to bank due in monthly variable principal only with a 0% interest rate interest rate, with a final payment due on September 2048.	596,983
Loan payable to bank due in monthly principal and interest payments at a 3.77% interest rate, with a final payment due on June 2022.	121,310
Loan payable to bank due in monthly principal and interest payments at a 3% interest rate, with a final payment due on November 2037.	321,883
Notes Payable	1,975,352
Note Discounts, Net	(71,423)
Note Premiums, Net	68,549
Notes Payable, net	$ 1,972,478

Maturities of long-term debt are as follows:

Due year ending June 30,	Principal
2021	$ 88,877
2022	190,578
2023	75,957
2024	75,957
2025	75,957
Thereafter	1,468,026
Total	$ 1,975,352

NOTE 7 – NOTE PAYABLE

Habitat secured a loan from a bank under the Paycheck Protection Program in the amount of $155,800. The payment terms are as follows: neither principal nor interest is due during the deferred period which is six months from April 10, 2020. This note is eligible for forgiveness in accordance with the program requirements. Any portion of the loan that is not forgiven should convert to an amortizing term loan. The interest rate on the unforgiven loan balance is 1% per annum based upon 360 days per year. This accrued interest is due on November 15, 2020. Monthly principal payments also begin on November 15, 2020 and are payable in equal installments on the unforgiven loan balance for a period of eighteen months.

Habitat believes that the entire loan balance will be forgiven based upon meeting the requirements of the Paycheck Protection Program under the "Cares Act." This requirement for forgiveness states that if Habitat's modified payroll for the 24 week period beginning April 10, 2020 is equal or greater than $155,800, the entire loan is forgiven and no repayment will be necessary.

NOTE 8 – COVID-19

On January 30, 2020, the World Health Organization declared the coronavirus outbreak a "Public Health Emergency of International Concern" and on March 10, 2020, declared it to be a pandemic, Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, quarantines in certain areas, and forced closures of certain types of public places and businesses. The coronavirus and actions taken to mitigate it are expected to continue to have an adverse impact on the economies and financial markets of many countries, including the geographical area in which Habitat operates. It is unknown how long these conditions will last and what the complete financial effect will be to Habitat.

NOTE 9 – FUNCTIONAL EXPENSES

Expenses have been allocated between program expenses and supporting services as follows:

	Program Services			Support Services			
	Family Support and Construction	ReStore	Total Program Services	General and Administrative	Fundraising	Total Support Services	Total Expenses
Cost of homes	$ 848,150	$ -	$ 848,150	$ -	$ -	$ -	$ 848,150
Salaries and wages	205,839	382,273	588,112	73,514	73,514	147,028	735,140
Discount amortization	687,028	-	687,028	-	-	-	687,028
Rent	-	140,769	140,769	-	-	-	140,769
Professional services	-	-	-	91,257	22,814	114,071	114,071
Insurance	21,478	42,096	63,574	21,478	859	22,337	85,911
Payroll taxes	16,336	30,338	46,674	5,834	5,834	11,668	58,342
Employee benefits	12,356	25,741	38,097	10,297	3,089	13,386	51,483
Utilities	2,427	40,769	43,196	2,912	2,427	5,339	48,535
Cost of mortgages	43,668	-	43,668	-	-	-	43,668
Office supplies	15,207	12,672	27,879	3,621	4,707	8,328	36,207
Interest	34,903	-	34,903	-	-	-	34,903
Travel	3,293	3,294	6,587	23,056	3,294	26,350	32,937
Depreciation and amortization	12,026	6,013	18,039	12,027	-	12,027	30,066
Other expenses	22,385	-	22,385	2,798	2,798	5,596	27,981
Advertising	-	12,794	12,794	3,998	9,862	13,860	26,654
Contractual mortgage forgiveness	24,717	-	24,717	-	-	-	24,717
Supplies	3,886	4,793	8,679	1,295	2,979	4,274	12,953
Repairs and maintenance	-	3,436	3,436	2,812	-	2,812	6,248
Taxes	-	2,592	2,592	-	-	-	2,592
Postage	423	522	945	141	324	465	1,410
Printing	476	544	1,020	68	272	340	1,360
Food and entertainment	334	224	558	280	280	560	1,118
Education and training	10	10	20	20	10	30	50
Total Expenses	$ 1,954,942	$ 708,880	$ 2,663,822	$ 255,408	$ 133,063	$ 388,471	$ 3,052,293

NOTE 10 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of June 30, 2020 are:

Cash	$ 463,042
Accounts Receivable	2,259
Total financial assets available for general expenditure	$ 465,301

NOTE 11 – DATE OF MANAGEMENT'S REVIEW

In preparing the financial statements, Management has evaluated events and transactions for potential recognition or disclosure through November 18, 2020, the date that the financial statements were available to be issued.

NOTE 12 – RELEASE OF RESTRICTED ASSETS

Net assets were released from grantor restrictions by incurring expenses satisfying the restricted purposes of the grant contract. A summary of temporary restricted assets released from restriction is as follows:

	2020
Purpose restriction accomplished:	
Critical Care Mortgage	$ 202,731

Prepared by and return to:

Richard D. Percic, Esquire
Jeck, Harris, Raynor & Jones, P.A.
790 Juno Ocean Walk, Suite 600
Juno Beach, FL 33408-1121

Telephone: (516) 713-2094
File Number: 12756.06000

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4345200 08/30/2017 08:22:10 AM
OR BOOK 4036 PAGE 915 - 916 Doc Type: DEED
RECORDING: $18.50
Doc Tax: $22.40

St. Lucie Title Services, Inc. [Space Above This Line For Recording Data]
300 Virginia Ave Suite 47
Ft. Pierce, FL 34982

Special Warranty Deed

This Special Warranty Deed is made this 18th day of August, 2017, between EDWARD DIDERO and HELEN DIDERO, husband and wife, collectively, "**Grantors**", whose post office address is 192 Braman Road, Equinunk, PA 18417, and ST. LUCIE HABITAT FOR HUMANITY, INC., a Florida corporation not for profit, whose post office address is 702 South 6th Street, Fort Pierce, FL 34950, "**Grantee**":

(Whenever used herein the terms "Grantors" 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, limited liability companies, trusts and trustees)

Witnesseth, that Grantors, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantors in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained, and sold to Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit (the "**Property**"):

Lot 7, Block 4, SOUTHERN VIEW ADDITION, according to the Plat thereof, recorded in Plat Book 9, Page 44, of the Public Records of Saint Lucie County, Florida.

Parcel ID Number: 2422-502-0047-000-4.

Title to the Property shall be specifically subject to the following restrictive covenant:

> **The Property shall never be sold to KIMBERLY R. SLEP, currently residing at 111 Hialeah Avenue, Fort Pierce, FL 34982. This restrictive covenant shall run with the land and with title to the Property in perpetuity and be binding upon Grantee and Grantee's successors and assigns.**

This Special Warranty Deed is given by Grantors to Grantee as a charitable donation without consideration and the Property is unencumbered by a mortgage. Therefore, only nominal documentary stamp tax is due and payable.

Subject to: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record; and (e) taxes for the year of this conveyance and subsequent years.

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 Grantors hereby covenant with Grantee that: (a) Grantors are lawfully seized of the Property in fee simple; (b) Grantors have good right and lawful authority to sell and convey the Property; and (c) Grantors hereby fully warrant the title to the Property and will defend the Property against the lawful claims of all persons claiming by, through or under Grantors.

In Witness Whereof, Grantors have hereunto set Grantors' hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Signature of Witness #1

Printed Name of Witness #1

Signature of Witness #2

Printed Name of Witness #2

EDWARD DIDERO

Address: 192 Braman Road
Equinunk, PA 18417

HELEN DIDERO

Address: 192 Braman Road
Equinunk, PA 18417

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LACKAWANNA

The foregoing Special Warranty Deed was acknowledged before me this 18th day of August, 2017, by EDWARD DIDERO and HELEN DIDERO, husband and wife, who [X] are personally known to me or [_] produced driver's licenses as identification.

[Notary Seal]

Notary Public – State of Pennsylvania

Printed Name: John Patrick Sanderson III

My Commission Expires: December 16, 2019

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
John Patrick Sanderson, III, Notary Public
Olyphant Boro, Lackawanna County
My commission expires December 16, 2019

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 103 HIALEAH AVE
Sec/Town/Range: 22/35S/40E
Parcel ID: 2422-502-0047-000-4
Jurisdiction: Fort Pierce

Use Type: 0000
Account #: 29878
Map ID: 24/22N
Zoning: SF Interme

Ownership

St Lucie Habitat for Humanity
702 S 6th ST
Fort Pierce, FL 34950

Legal Description

SOUTHERN VIEW ADDN BLK 4 LOT 7 (OR 4036-915)

Current Values

Just/Market Value:	$9,500
Assessed Value:	$6,292
Exemptions:	$0
Taxable Value:	$6,292

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):	0.24
Land Size (SF):	10,320

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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Richard K. DAVIS
CONSTRUCTION CORPORATION
CGC013084 CCC053853

We do more than building buildings, we're building solutions.
Internet: www.rkdavis.com

February 4, 2021

City of Fort Pierce
Grants Administration Division
100 N U.S. Highway 1
Fort Pierce, FL 34950

Dear Communitywide Council volunteers,

It is my pleasure to write a letter in support of St. Lucie Habitat for Humanity for funding from the City of Fort Pierce through the Public Service Grant Opportunity.

Since 1995, St. Lucie Habitat has served St. Lucie County by building and repairing homes for low-income families. I personally support St. Lucie Habitat by volunteering on the Board of Directors and donating financially as a major contributor.

Fort Pierce has a shortage of safe, decent, affordable housing and St. Lucie Habitat is our local expert on housing solutions. With support from the City of Fort Pierce, St. Lucie Habitat can do more of what they do best – create affordable homeownership opportunities!

In conclusion, **I fully support the efforts of St. Lucie Habitat for Humanity as they seek external funding for their affordable homeownership and repair programs through the City of Fort Pierce.**

Sincerely,

Douglas Davis, President
Richard K. Davis Construction Corporation

Visit: 4205 Metzger Road Fort Pierce, FL 34947
Mail: Post Office Box 186 Fort Pierce, FL 34954
Telephone: St. Lucie County: 772-461-8335 Indian River County: 772-778-9188 Martin County: 772-463-0300 Fax: 772-465-7665

SAINT LUCIE COUNTY PROPERTY APPRAISER
Michelle Franklin, CFA
Property Appraiser

February 4, 2021

City of Fort Pierce
Grants Administration Division
100 N U.S. Highway 1
Fort Pierce, FL 34950

Dear Citizen Volunteers:

Re: Public Service Grant Opportunity – Letter of support

Please accept this letter of support for St. Lucie Habitat for Humanity in their application for Public Service Grant funding from the City of Fort Pierce.

As a nonprofit housing developer, St. Lucie Habitat for Humanity has built 78 homes and performed critical repairs on 130 homes in St. Lucie County. St. Lucie Habitat for Humanity is vital to our community with a focus on building affordable housing and partnering with families to build a house they can call a home. The need for the work Habitat does is great in our community, and I support their work wholeheartedly.

As the Saint Lucie County Property Appraiser, I understand the value of property and know how important a home is to a family. I have had the pleasure of participating in previous builds and have greatly enjoyed working with volunteers and the families. One of my favorite concepts that Habitat for Humanity incorporates is sweat equity, where the family is an integral part of the building process which adds to the owner's interest and is a result of their hard work. This partnership contributes to the fabric of neighborhoods and makes them an inviting place to call home which ultimately enhances St. Lucie County.

If you require more information, please call my office at 772.462.1040.

Respectfully,

Michelle

Michelle Franklin
Property Appraiser

phone: 772.462.1000 | website: www.paslc.org
2300 Virginia Avenue, Room 107, Fort Pierce, FL 34982

February 3, 2021

City of Fort Pierce
Grants Administration Division
100 N U.S. Highway 1
Fort Pierce, FL 34950

Dear Communitywide Council volunteers,

I am writing this letter to support St. Lucie Habitat for Humanity and their work in providing affordable housing solutions to our local workforce in St. Lucie County. Supporting affordable housing enables positive change in our community and gives low-income workers the opportunity to build wealth and invest in their family's health and education.

St. Lucie Habitat for Humanity has already done great work in Fort Pierce and investing in their ability to build and repair more homes makes good economic sense. St. Lucie Habitat builds seven to nine new homes each year, and in just the last two years, has replaced nearly 60 roofs on homes damaged by Hurricane Irma. The majority of these critical repairs were in Fort Pierce.

As a resident of Fort Pierce, I am proud to support my local Habitat for Humanity by volunteering my personal time and as a recurring donor through their Hope Builders Club. I am pleased to write this letter on their behalf and recommend them for funding from the City of Fort Pierce through the Public Service Grant Opportunity.

Thank you for your time and consideration of this letter of support.

Sincerely,

Dana Trabulsy

Dana Trabulsy, Owner
All Things Treasure Coast

February 3, 2021

City of Fort Pierce
Grants Administration Division
100 N U.S. Highway 1
Fort Pierce, FL 34950

Dear Citizen Volunteers:

Re: Public Service Grant Opportunity – Program advertisement

Please accept this letter as explanation as to why an advertisement for Habitat for Humanity's program is not included.

St. Lucie Habitat for Humanity does not use traditional advertising for our New Homeownership program. Several weeks before we open our application process, we make announcements on social media, and in our monthly e-news advising the public at large to check our website for program availability. The Habitat Homeownership program uses a self-help model. Successful program participants must be dedicated and empowered to want to help themselves, thus it is necessary that potential applicants take the initiative to learn of the program availability.

I am happy to provide additional information if it is required, and I can be reached at 772-464-1117. Thank you.

Sincerely,

Melissa Winstead
Development Director

Press release appeared in TCPalm

FOR IMMEDIATE RELEASE

Date:
May 17, 2019

Contact:
St. Lucie Habitat for Humanity
Melissa Winstead
(772) 464-1117, ext. 103
Melissa@stluciehabitat.org

St. Lucie Habitat for Humanity Repairs 25th Damaged Roof

St. Lucie County, FL (May 17, 2019) On May 13, 2019, St. Lucie Habitat for Humanity, the City of Fort Pierce, and homeowner, Ida Paul, celebrated the 25th critical repair with funding from American Red Cross and Habitat for Humanity.

For Ida Paul, who has lived in her historic Fort Pierce home for 29 years, repairing her hurricane damaged home seemed impossible. "When the Habitat Hurricane Repair & Recovery program became available, I jumped on it," reported Ida. The high deductible that came with Ida's homeowners insurance kept her from being able to afford the new roof she desperately needed. "Ping, ping, ping," said Ida, as she recalled scrambling to find buckets, pots, and pans to collect the rain dripping from her ceiling. Thanks to a grant from American Red Cross, and funding from Habitat, Ida no longer needs to worry when it rains outside.

St. Lucie County homeowners on fixed incomes and unable to afford the cost of repairs from Hurricane Irma damage, are turning to St. Lucie Habitat for Humanity for help. "I appreciate Habitat stepping in and helping me by financing my new roof," said Ida, at the celebration of her new roof.

"One of the things we need to do, is improve the housing stock in St. Lucie County and in Fort Pierce," said Fort Pierce Mayor, Linda Hudson, as she was speaking to Ida Paul. "When those hurricanes come, we're going to see how good that roof is - right? I'm proud for you and proud for Fort Pierce, so congratulations."

St. Lucie Habitat for Humanity has been working with the City of Fort Pierce, the City of Port St. Lucie, and St. Lucie County, to identify the unmet hurricane repair needs in St. Lucie County. Habitat's goal is to repair and stabilize at least 45 homes with the funding awarded from the American Red Cross.

If you, or someone you know, owns and occupies a Hurricane Irma damaged home in St. Lucie County, and would like more information about Habitat for Humanity's St. Lucie County Irma Recovery project, please call DonnaLea Askman at 772-464-1117, ext. 104, or email at Donnalea@StLucieHabitat.org.

About St. Lucie Habitat for Humanity:
To date, St. Lucie Habitat for Humanity has built 65 new homes and completed 55 repair projects. St. Lucie Habitat for Humanity, is a 501(C)(3) nonprofit organization, and since 1996, has worked to

eliminate poverty housing in St. Lucie County and empower struggling working families who want to achieve homeownership.

Habitat homebuyers help build their own homes alongside volunteers and pay an affordable mortgage. Through financial support, volunteering, or adding a voice to support affordable housing, everyone can help families achieve the strength, stability and self-reliance they need to build better lives for themselves. Through home ownership, we empower. Learn more at www.StLucieHabitat.org.

About the American Red Cross:
The American Red Cross shelters, feeds and provides emotional support to victims of disasters; supplies about 40 percent of the nation's blood; teaches skills that save lives; provides international humanitarian aid; and supports military members and their families. The Red Cross is a not-for-profit organization that depends on volunteers and the generosity of the American public to perform its mission. For more information, please visit redcross.org or visit on Twitter at @RedCross.



From left to right: Commissioner Sean Mitchell, Jack Maxwell, Bob Calhoun, Ida Paul, Alpha Myers, Melissa Winstead, Commissioner Chris Dzadovsky, and Doug Davis
Photo by Amanda Clothier



From left to right: Jim Braxton, Mayor Linda Hudson, Jack Maxwell, Ida Paul, Bob Calhoun, Alpha Myers, Doug Davis, and Melissa Winstead
Photo by Sarah Tucci

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

Date and Time Stamp

(Do Not Write in This Box)

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.

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: $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

ST. LUCIE SHERIFF'S PAL
1963 S US Highway 1, Fort Pierce, FL 34945

Filling playgrounds, not prisons

2019-2020 Public Service Grant Application

#20 – Continued

*Spur interest and participation in neighborhood activities – PAL will take the youth to a local area and have a clean-up. They will clean up a certain area and someone will explain to them why it is important to keep our City clean and teach them ways they get involved in the community and other activities in the community.

*Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community – PAL always encourages youth to take part in community projects or activities. In the summer camp, PAL plans to have individuals from the community come in and show the youth trades and other things that will help them in the future.

*Instill and foster community pride – PAL works with youth to help them understand that they should take pride in the community that they live in and help make it a better place for everyone to live. By having people from the community come in and show the youth trades or how to participate in a healthy lifestyle, this will show the youth that people in their community care about them and want the best for them.

*Discourage adverse activity such as crime, drug use and vandalism – PAL's mission statement: Filling Playgrounds, Not Prisons says it all. PAL's main focus is to discourage youth from adverse activity especially crime and drug use. PAL has many law enforcement officers that participate in the programs. During summer camp law enforcement officers will be present and will be teaching the youth self-defense, how to avoid gangs, and the consequences of drug use.

*Inspire and support the healthy development of youth – PAL is a National Crime Prevention Youth Organization. PAL encourages youth to always live a healthy life, do well in school, and respect others. PAL's summer camp will teach youth life skills that will better prepare them for a successful future. Summer camp will be a new learning experience and will help build their confidence.

ARTICLES OF INCORPORATION
OF
FORT PIERCE POLICE ATHLETIC LEAGUE, INC.
DBA ST. LUCIE SHERIFF'S PAL, INC.

The undersigned acting as incorporators of a corporation pursuant to Chapter 617, Florida Statues, adopts the following Articles of Incorporation:

ARTICLE I

The name of the corporation shall be FORT PIERCE POLICE ATHLETIC LEAGUE, INC. DBA ST. LUCIE SHERIFF'S PAL, INC.

ARTICLE II

The principle place of business is 2733 PETERS ROAD, UNIT #38 & #39, FORT PIERCE, FL 34945 and mailing address is 2728 SERENITY CIRCLE, FORT PIERCE, FL 34982.

ARTICLE III

The specific purpose of which the corporation is organized is educate, mentor and provide recreational activities to reduce the number of Saint Lucie County youth who enter the juvenile justice system.

ARTICLE IV

The manner in which the directors are elected or appointed will be stated in the By-Laws of the Corporation.

ARTICLE V

The Corporate powers of this corporation are as provided in Section 617.0302, Florida Statutes.

ARTICLE VI

The name and address of the registered agent is Melissa Alexander, 920 S. US HIGWAY 1, FORT PIERCE, FL 34950.

ARTICLE VII

The names and street addresses of the incorporators for these Articles of Incorporation are:

President: Steve DiPalma
2728 Serenity Circle

Fort Pierce, FL 34982
772.370.7440

Vice President — Melissa Alexander
920 S US Highway 1
Fort Pierce, FL 34950

Secretary — Cassandra Jackson
3502 Avenue O
Fort Pierce, FL 34947
772.318.9003

Treasurer — Karen Pearson
1850 Sandhill Crane Drive
Fort Pierce, FL 34982
772.528.6649

ARTIVEL VIII

a. Said organization is organized exclusively for charitable, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.
b. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposed set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on

(a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

c. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, as said Court shall determine, which are organized and operated exclusively for such purposes.

The undersigned incorporators have executed these Articles of Incorporation this 23 day of April, 2018.

Steve DiPalma, President

Melissa Alexander , Vice President

Cassandra Jackson, Secretary

Karen Pearson, Treasurer

Fort Pierce Police Athletic League, Inc. dba St. Lucie Sheriff's PAL, Inc.
"Filling playgrounds not prisons"

BY-LAWS

ARTICLE I. PURPOSE

The Corporation has been organized to operate exclusively for charitable purposes, including but not limited to:

To educate, mentor and provide recreational activities to reduce the number of Saint Lucie County, Florida youth who enter the juvenile justice system.

ARTICLE II. LOCATION

The principal office of the Corporation, at which the general business of the corporation will be transacted and where the records of the corporation will be kept, will be at such place in the metropolitan area, state of Florida, as may be fixed from time to time by the Board of Directors. Unless otherwise fixed, it will be at 2733 Peters Road, Unit #38, Fort Pierce, FL 34945.

ARTICLE III. MEMBERS

Members of the Corporation shall consist only of the members of the Board of Directors.

ARTICLE IV. BOARD OF DIRECTORS

Section 1: The general management of the affairs of the organization shall be vested in the Board of Directors.

Section 2: The number of members of the Board of Directors of this Corporation shall not be less than eight or more than fourteen.

Section 3: Directors shall be representatives of the St. Lucie County Sheriff's Office or local law enforcement agency, other local businesses and individuals that have an interest in supporting the Corporation in the County of St. Lucie and will share the mission and goals of the corporation. This Corporation is committed to a policy of fair representation on the board of directors, and it does not discriminate on the basis of race, physical handicap, sex, religion, sexual orientation, or age.

Section 4:

A. Any person wishing to join the Board of Directors shall be nominated by a current member in good standing, shall complete a criminal background check and shall be elected to the Board by the current Board members.

B. The election of new directors or election of current directors to a new term will occur as the first item of business at the annual meeting of the Corporation. Directors will be elected by a majority vote of the current members.

Section 5: Any director may resign at any time by giving written notice of such resignation to the Board of Directors.

Section 6: Any director may be removed from the Board of Directors by an affirmative vote of the majority of directors present at an official meeting of the Board. Notice of the proposed removal will be given to members with the notice of the meeting. The director involved will be given an opportunity to be present and to be heard at the meeting at which his or her removal is considered.

Section 7: All Board members will be required to volunteer at least four (4) hours per month. These hours must be served in a capacity outside the scope of practice of the Board members. (ie. Boxing coach needs to volunteer for functions other than boxing.)

Section 8: No compensation will be paid to any member of the Board of Directors for services rendered as a member of the Board. By resolution of the Board, reasonable expenses may be allowed for attendance at regular and special meetings of the Board.

ARTICLE V. MEETINGS OF THE CORPORATION

Section 1: An annual meeting of the Board of Directors will be held in December of each year for the purpose of electing officers and directors.

Section 3: Regular meetings of the Board of Directors shall be held on the fourth Wednesday of each month. The time and place shall be set by the President. Notice shall be emailed at least twenty-four hours prior to the day the meeting is to be held.

Section 2: Special meetings of the Board of Directors shall be called by the President, or by a majority of the members of the Board. Notice shall be given stating the purpose of such meeting and the time and place of said meeting.

Section 3: A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. In the absence of a quorum at a regularly scheduled meeting, a 2/3 (two thirds) vote of the Board members present shall be able to conduct business.

Section 4: If any member of the Board of Directors absents himself or herself unreasonably from three (3) consecutive meetings of the board without notifying the President, Secretary or the Executive Director of his or her reason for doing so, if he or she cannot prove good cause for the absences, his or her seat on the Board may be declared vacant, and the Board may vote to appoint a director to the vacated seat.

ARTICLE VI. OFFICERS

Section 1: The officers of the Corporation shall be the President, Vice President, Secretary, Treasurer and such other officers with such powers and duties not inconsistent with these By-laws as may be determined by the Board of Directors.

Section 2: The officers of the corporation will be elected annually by the members of the Board of Directors at its annual meeting. The new officers elected at the annual meeting of the Board of Directors shall take office on the first day of the new fiscal year.

Section 3: Any officer may be removed with or without cause by the Board of directors by a vote of a majority of all of the Board members. The matter of removal may be acted upon at any meeting of the Board, provided that written notice of intention to consider said removal has been given to each Board member and to the officer affected at least five days before the Board meeting..

Section 4: A vacancy in any office may be filled by a majority vote of the Board of Directors.

Section 5: The *President* will be the chief executive officer of the Corporation. It will be the duty of the president to preside at all meetings of the Board of Directors and special meetings and to have general supervision of the affairs of the Corporation. He or she will execute on behalf of the Corporation all contracts, deeds, conveyances, and other instruments in writing that may be required or authorized by the Board of Directors for proper and necessary transaction of the business of the Corporation.

Section 6: It will be the duty of the *Vice President* to act in the absence or disability of the President and to perform such other duties as may be assigned to him or her by the President or the Board. In the absence of the President, the execution by the Vice President on behalf of the Corporation of any instrument will have the same force and effect as if it were executed on behalf of the corporation by the President.

Section 7: The *Secretary* shall take and keep the minutes of all meetings or the Board of Directors. He or she shall furnish a copy of the minutes to the President and shall be custodian of all records and papers of the organization except those that pertain to a special committee. He or she shall receive and file all written reports. In the absence of the Secretary, a temporary Secretary may be appointed by the President.

Section 8: The *Treasurer* shall keep all financial records of the Corporation. When necessary and proper, he or she will endorse on behalf of the Corporation all checks, drafts, notes, and other obligations and evidences of the payment of money to the Corporation or coming into his or her possession; and he or she will deposit the same, together with all other funds of the corporation coming into his or her possession, in such bank or banks as may be selected by the Board of Directors. He or she will keep full and accurate account of all receipts and disbursements of the corporation in books belonging to the corporation, which will be open at all times to the inspection of the board of directors. He or she shall report the financial status

of the Corporation to the Board of Directors at each meeting.

Section 9: Any officer of the Corporation, in addition to the powers conferred upon him or her by these By-laws, will have such additional powers and perform such additional duties as may be prescribed from time to time by said board.

ARTICLE VII. COMMITTEES

Section 1: The Board of Directors may designate one or more ad hoc committees, each of which will consist of at least one committee chair and two or more committee members. Committee members may be members of the board of directors, members of the corporation, or other interested individuals. The chair of the committee will be appointed by the president of the organization who will act with the board's approval. After the consultation with the committee chair, the president will appoint committee members. The studies, findings, and recommendations of all the committees will be reported to the board of directors for consultation and action, except as otherwise ordered by the board of directors. Committees may adopt such rules for the conduct of business as are appropriate and as are not inconsistent with these bylaws, the articles of incorporation, or state law.

Section 2: The board of directors will have the following standing committees.
Executive Committee: The Corporation shall have such a committee, which shall consist of the President serving as the Chairman, Vice President, Secretary, Treasurer, and the Executive Director. This committee will serve as the central planning group for the organization and as an advisory group to the Executive Director. It also will have full authority to act for the board in managing the affairs of the Corporation during the intervals between meetings of the board.

ARTICLE VIII. MISCELLANEOUS

Section 1: The Corporation will have the power to indemnify and hold harmless any director, officer, or employee from any suit, damage, claim, judgment, or liability arising out of, or asserted to arise out of, conduct of such person in his or her capacity as a director, officer, or employee (except in cases involving willful misconduct). The Corporation will have the power to purchase or procure insurance for such purposes.

Section 2: The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by the bylaws, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the Corporation. Such authority may be general or confined to specific instances.

Section 3: All checks, drafts, and other orders for payments of funds will be signed by such officers or such other persons as the Board of Directors may from time to time

designate. All documents will require two such signatures, at least one of which must be that of a member of the Board of Directors and the other may be of the executive director.

Section 4: The Corporation will keep correct and complete books and records of account and will also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors; and it will keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member or his or her agent or attorney for any proper purpose at any reasonable time.

Section 5: The fiscal year of the Corporation will be January 1st through December 31st

ARTICLE IX. AMENDMENTS

The Board of Directors may amend these bylaws to include or omit any provision that it could lawfully include or omit at the time the amendment is made. Upon written notice of at least seven days, any number of amendments or an entire revision of the bylaws may be submitted and voted upon at a single meeting of the board of directors and will be adopted at such meeting upon receiving a majority vote of the members of the Board of Directors.

ARTICLE X. CONFLICT OF INTEREST

Section 1: Purpose

The purpose of this article is to protect this tax-exempt organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the organization or might result in a possible excess benefit transaction. This article is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2: Definitions

A. Interested Person – any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

B. Financial Interest – a person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

   a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement.

b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation included direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article X, Section 3B, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 3: Procedures

A. Duty of Disclose – In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

B. Determining Whether a Conflict of Interest Exists – After disclosing of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

C. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the governing board or committee shall determine whether the organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organizations best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

D. Violations of the Conflicts of Interest Policy

a. If the governing board or committee has a reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4: Records of Proceedings – The minutes of the governing board and all committees with board delegated powers shall contain:

A. The names of the persons who disclose or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing boards or committee's decision as to whether a conflict of interest in fact existed.

B. The names of the persons who were present for discussions and votes relating to the transaction of arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5: Compensation

A. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services precluded from voting on matters pertaining to that member's compensation.

B. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

C. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization either individual or collectively, is prohibited from providing information to any committee regarding compensation.

Section 6: Annual Statements – Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

A. Has received a copy of the conflicts of interest policy.

B. Has read and understands the policy.

C. Has agreed to comply with the policy

D. Understand the Organization is charitable an in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7: Periodic Reviews – to ensure the organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

A. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.

B. Whether partnerships, joint ventures, and arrangements with management organizations conform to the organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8: Use of Outside Experts – When conducting the periodic reviews as provided in Section7, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility of ensuring periodic reviews are conducted.

ARTICLE XI. PARLIAMENTARY AUTHORITY

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall be recognized as the authority governing the proceedings of the Corporation in all cases not provided for in these By-laws.

ARTICLE XII. DISSOLUTION

Upon the dissolution of the corporation and after the payment or the provision for payment of all the liabilities of the corporation, the board of directors will dispose of all of the assets of the corporation exclusively for the purposes of the corporation or to organizations that are then qualified as tax-exempt organizations under section 501(c)(3) of the Internal Revenue code. Any assets not so disposed of will be disposed of by a court of jurisdiction in the county in which the principal office of the corporation is located.

Fort Pierce Police Athletic League, Inc. dba St. Lucie Sheriff's PAL, Inc.
Amended 4/2018,

By: _____
President

Attest: _____
Secretary

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 2 5 1995

FORT PIERCE POLICE ATHLETIC LEAGUE
920 S US 1
FORT PIERCE, FL 34950-0000

Employer Identification Number:
65-0670756
DLN:
17053163040006
Contact Person:
BENJAMIN L DAVIS ID# 31465
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
August 23, 1995
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

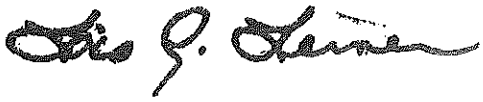
Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

FORT PIERCE POLICE ATHLETIC LEAGUE

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

0000016 12/21/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8013800523C-3	03/31/2017	03/31/2022	501(C)(3) ORGANIZATION

This certifies that

FT PIERCE POLICE ATHLETIC LEAGUE INC
903 S 21ST ST
FORT PIERCE FL 34950-4863

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

2020 Roster of Board of Directors

Executive Director – Ken Wilson – Retired Law Enforcement – 772.466.0606/ kwilson843@aol.com

President – Lisa Johns-Grose – Carroll Collins Bail Bonds – 772.370.1732/htmonalisa@aol.com

Vice President – Paul Pearson – Retired Officer – 772.465.1585/paulhpearson@hotmail.com

Secretary – Stephanie Herring – St. Lucie County Sheriff's Office –herrings@stluciesheriff.com

Treasurer – Melissa Alexander – Ft Pierce Police Department – 772.370.0066

Past President – Steve DiPalma – High Pointe Mgr - 772.370.7440/steven.dipalma@yahoo.com

Board Member – Alecia Rock – Retired Sergeant – 561.502.1209/hineycat@yahoo.com

Board Member – Deputy Pat Seidel - St. Lucie County Sheriff's Office – seidelp@stluciesheriff.com

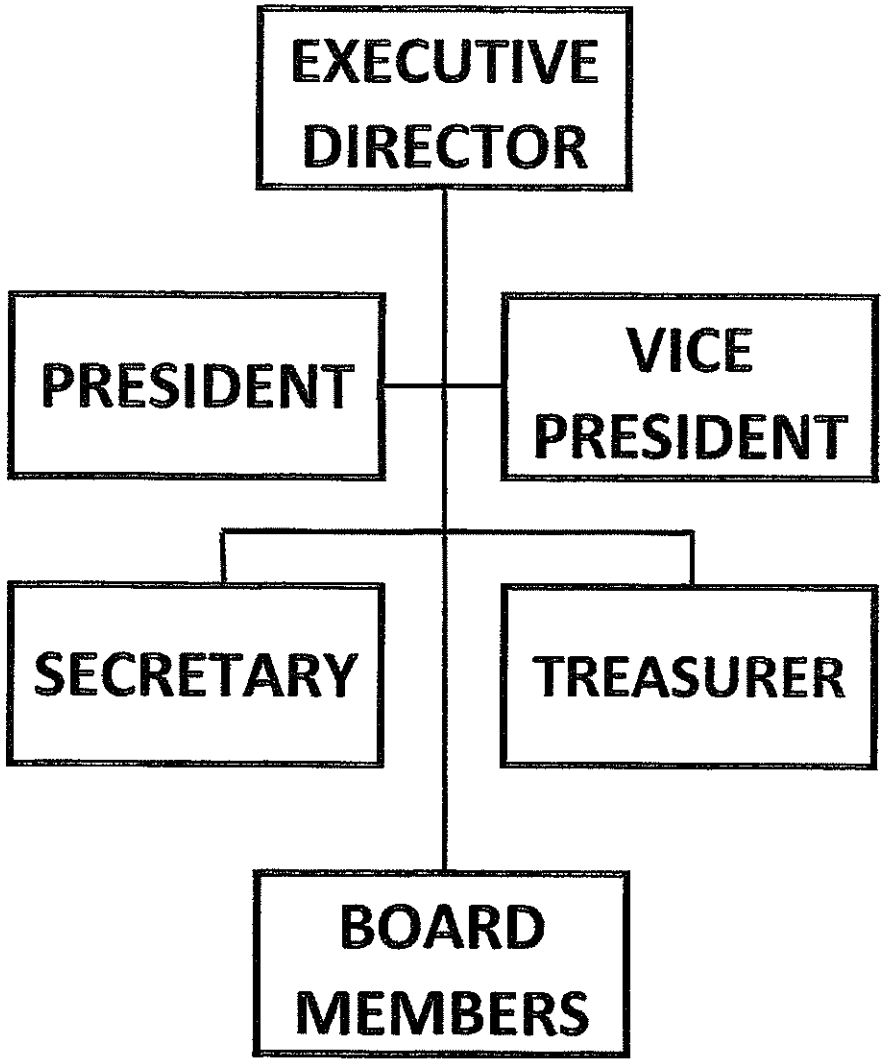
Board Member – Sgt. Wes Harbin - St. Lucie County Sheriff's Office – harbinw@stluciesheriff.com

Board Member – Ronald Adamski – Retired – 772.607.1402/ronaldpoleski@yahoo.com

Board Member – Lt. Jamie Wills – St Lucie County Sheriff's Office – willisj@stluciesheriff.com

Board Member – Dan Frank – Asst. Superintendent St Lucie County Schools

FORT PIERCE POLICE ATHLETIC LEAGUE



Wednesday, January 27, 2021

Present: Paul Pearson, Ken Wilson, Steve Di Palma, Lisa Johns-Grose, J.T. Wills, Wes Harbin, Ron Adamski, Dan Frank

---

I. Call to Order 6:03pm by Lisa

II. Welcome Guests

III. Minutes from December were approved.

IV. Old Business

Discussed new building plans and insurance. Environmental insurance was discussed again and the School Board has agreed to cover it for PAL.

VI. New Business

Approval of the board to apply for the CDBG grant for $5,000. Board approved unanimously to apply for the grant.

Meeting Adjourned at 6:15pm **Next Meeting Wednesday February 24th, 2021.**

Business Checking

PNC Bank

PNC BANK

For the Period 10/31/2020 to 11/30/2020

Primary Account Number: 12-0152-9191

Number of enclosures: 0

FT PIERCE POLICE ATHLETIC LEAGUE
2733 PETERS RD UNIT 48
FORT PIERCE FL 34945-2613

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TDD terminal: 1-800-531-1648
For hearing impaired clients only

IMPORTANT ACCOUNT CHANGE FOR ALL BUSINESS ACCOUNTS
WITH TREASURY MANAGEMENT SERVICES

Effective JANUARY 1, 2021, charges for certain Treasury Management services will change. The impact of these changes on your organization will depend on the mix of services you use at PNC and your transaction volume. If applicable, the fees for some of the services may be reduced or offset by the Earning Credit for your account.

Rather than listing all the detail for all services, we would be happy to review with you the changes that are applicable to your account and to discuss other services and options that may address the evolving needs of your company. If you are interested, please contact Treasury Management Client Care (TMCC) at 1-800-669-1518

IMPORTANT INFORMATION REGARDING PNC PURCHASE PAYBACK (R)

Updated PNC Purchase Payback Rewards Program (Program) Terms and Conditions (Terms and Conditions) are now available and can be viewed at pnc.com/purchasepayback-terms. By activating a Program offer, you agree to these Terms and Conditions. Please note that although we have made updates to the Terms and Conditions, we have not made any changes to the Program or how you can activate offers. LEARN MORE about PNC Purchase Payback at pnc.com/purchasepayback.

REPORTING NEGATIVE INFORMATION TO CREDIT BUREAUS;
DISPUTING REPORTED INFORMATION

We may report information regarding your Account to credit bureaus. If the Account is jointly held, we may also report information to credit bureaus about any joint owner(s). Negative information, including closing of the Account with an overdrawn balance owed or other defaults on the Account, may be reflected in each joint owner's credit report. If you believe that the information that PNC Bank is furnishing to ChexSystems or Early Warning Services is inaccurate or incomplete, and you wish to dispute the reported information, you may dispute directly to PNC Bank and/or to ChexSystems or Early Warning Services, as applicable, however, the dispute must be in writing and sent by mail or fax as follows:

> PNC Bank, P.O. Box 99685, Pittsburgh, PA 15233 (Please note this is a new P.O. Box number)
> Chex Systems, Inc., 7805 Hudson Road, Suite 100, Woodbury, MN 55125, or faxing 602-659-2197.
> Early Warning Services, LLC Attn: Consumer Services, 16552 North 90th Street Suite 100, Scottsdale, AZ,

Business Checking

For 24-hour account information, sign-on to pnc.com/mybusiness/

For the Period 10/31/2020 to 11/30/2020
Ft Pierce Police Athletic League
Primary Account Number: 12-0152-9191

Business Checking Account Number: 12-0152-9191 - continued

Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
15,480.16	.00	.00	15,480.16

Average ledger balance	Average collected balance
15,480.16	15,480.16

Deposits and Other Additions

Description	Items	Amount
Total	0	.00

Checks and Other Deductions

Description	Items	Amount
Total	0	.00

Detail of Services Used During Current Period

Note: The total charge for the following services will be posted to your account on 12/01/2020 and will appear on your next statement as a single line item entitled Service Charge Period Ending 11/30/2020.

Description	Volume	Amount	
Account Maintenance Charge		.00	Requirements Met
Total For Services Used This Period		.00	
Total Service Charge		.00	

SeacoastBank
Seacoast National Bank

Statement of Account

Last statement: October 31, 2020
This statement: November 30, 2020
Total days in statement period: 30

FORT PIERCE POLICE ATHLETIC LEAGUE INC
DBA ST LUCIE SHERIFF'S PAL
2709 PETERS RD UNIT 48
FORT PIERCE FL 34945-2613

4137163171 **Page 1 of 2**

Direct inquiries to:
Customer Service Center
800-706-9991

Seacoast National Bank
1901 S US Hwy 1
Fort Pierce FL 34950

Summary of Account Balance

Account	Number	Ending Balance
Business Checking Plus	4137163171	$89,631.02

Business Checking Plus

Account number
4137163171

1 Enclosure

Date	*Description*	*Additions*	*Subtractions*	*Balance*
10-31	Beginning balance			$92,976.63
11-03	Check 3602		-2,000.00	90,976.63
11-09	#Preauthorized Credit AMERICA'S CHARIT EDI PYMNTS 201109 E330055	93.36		91,069.99
11-09	#POS Purchase POS PURCHASE TERMINAL 12450901 SUNSHINE #230 ORMOND BE FL 4802780000978055 11-08-20 3:48 PM		-15.22	91,054.77
11-10	#Check Card Purchase MERCHANT PURCHASE TERMINAL 449215 PAYPAL FAWAWRESTL E 402 935 7 FL 4802780000978055 11-09-20		-1,700.00	89,354.77
11-16	#Check Card Purchase MERCHANT PURCHASE TERMINAL 469216 COMCAST XFINITY 800 266 2 FL 4802780001024503 11-14-20		-152.21	89,202.56
11-17	#Check Card Purchase MERCHANT PURCHASE TERMINAL 475542 USA BOXING 719 86623 CO 4802780000978055 11-16-20		-230.00	88,972.56
11-24	#Preauthorized Credit QGiv Funds Disb 201124 27500900897743	100.00		89,072.56
11-25	#Preauthorized Credit MERCHANT BNKCD DEPOSIT 201125 240204108882 ST LUCIE SHERIFF PAL	500.00		89,572.56

Date	Description	Additions	Subtractions	Balance
11-25	#Preauthorized Credit QGiv Funds Disb 201125 27500902448446	75.00		89,647.56
11-27	#Preauthorized Wd MERCHANT BNKCD DISCOUNT 201127 240204108882 ST LUCIE SHERIFF PAL		-16.54	89,631.02
11-30	**Ending totals**	**768.36**	**- 4,113.97**	**$89,631.02**

Number	Date	Amount	Number	Date	Amount
3602	11-03	2,000.00			

Business Checking

PNC Bank

PNC BANK

For the Period 12/01/2020 to 12/31/2020

Primary Account Number: 12-0152-9191
Page 1 of 1
Number of enclosures: 0

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2733 PETERS RD UNIT 48
FORT PIERCE FL 34945-2613

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For hearing impaired clients only

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Ft Pierce Police Athletic League

Business Checking Summary

Account number: 12-0152-9191

Overdraft Protection has not been established for this account.
Please contact us if you would like to set up this service.

Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
15,480.16	.00	.00	15,480.16

Average ledger balance	Average collected balance
15,480.16	15,480.16

Deposits and Other Additions

Description	Items	Amount
Total	0	.00

Checks and Other Deductions

Description	Items	Amount
Total	0	.00

Detail of Services Used During Current Period

Note: The total charge for the following services will be posted to your account on 01/04/2021 and will appear on your next statement as a single line item entitled Service Charge Period Ending 12/31/2020.

Description	Volume	Amount	
Account Maintenance Charge		.00	Requirements Met
Total For Services Used This Period		.00	
Total Service Charge		.00	

SeacoastBank
Seacoast National Bank

Statement of Account

Last statement: November 30, 2020
This statement: December 31, 2020
Total days in statement period: 31

FORT PIERCE POLICE ATHLETIC LEAGUE INC
DBA ST LUCIE SHERIFF'S PAL
2709 PETERS RD UNIT 48
FORT PIERCE FL 34945-2613

4137163171 **Page 1 of 2**

Direct inquiries to:
Customer Service Center
800-706-9991

Seacoast National Bank
1901 S US Hwy 1
Fort Pierce FL 34950

Summary of Account Balance

Account	Number	Ending Balance
Business Checking Plus	4137163171	$94,994.97

Business Checking Plus

Account number
4137163171

1 Enclosure

Date	*Description*	*Additions*	*Subtractions*	*Balance*
11-30	Beginning balance			$89,631.02
12-02	#Preauthorized Wd QGIV DEBITS QGIV DEBIT 201202 QKE033620123773		-7.02	89,624.00
12-03	#Preauthorized Credit QGiv Funds Disb 201203 27500909432146	25.00		89,649.00
12-03	#Preauthorized Credit MERCHANT BNKCD DISCOUNT 201203 240204108882 ST LUCIE SHERIFF PAL	16.54		89,665.54
12-08	#Preauthorized Wd MERCHANT BNKCD DISCOUNT 201208 240204108882 ST LUCIE SHERIFF PAL		-4.95	89,660.59
12-09	#Deposit	5,470.57		95,131.16
12-09	Check 1		-500.00	94,631.16
12-14	#Preauthorized Credit MERCHANT BNKCD DEPOSIT 201214 240204108882 ST LUCIE SHERIFF PAL	350.00		94,981.16
12-14	#Preauthorized Credit MERCHANT BNKCD DEPOSIT 201214 240204108882 ST LUCIE SHERIFF PAL	103.80		95,084.96
12-14	#Preauthorized Wd MERCHANT BNKCD DISCOUNT 201214 240204108882 ST LUCIE SHERIFF PAL		-3.51	95,081.45

Date	Description	Additions	Subtractions	Balance
12-15	#Check Card Purchase MERCHANT PURCHASE TERMINAL 469216 COMCAST XFINITY 800 266 2 FL 4802780001024503 12-14-20		-152.21	94,929.24
12-16	#Preauthorized Wd MERCHANT BNKCD DISCOUNT 201216 240204108882 ST LUCIE SHERIFF PAL		-11.58	94,917.66
12-17	#Preauthorized Credit MERCHANT BNKCD DEPOSIT 201217 240204108882 ST LUCIE SHERIFF PAL	207.60		95,125.26
12-17	#Check Card Purchase MERCHANT PURCHASE TERMINAL 445388 BRISAS DEL MAR MEX ICAN RFORT PIER FL4802780001024503 12-16-20		-267.58	94,857.68
12-18	#Preauthorized Credit MERCHANT BNKCD DEPOSIT 201218 240204108882 ST LUCIE SHERIFF PAL	114.15		94,971.83
12-21	#Preauthorized Wd MERCHANT BNKCD DISCOUNT 201221 240204108882 ST LUCIE SHERIFF PAL		-7.01	94,964.82
12-21	#Preauthorized Wd MERCHANT BNKCD DISCOUNT 201221 240204108882 ST LUCIE SHERIFF PAL		-3.85	94,960.97
12-22	#Preauthorized Credit QGiv Funds Disb 201222 27500929115242	34.00		94,994.97
12-31	**Ending totals**	**6,321.66**	**- 957.71**	**$94,994.97**

Number	Date	Amount	Number	Date	Amount
1	12-09	500.00			

Business Checking

PNC Bank

PNC BANK

For the Period 01/01/2021 to 01/29/2021

Primary Account Number: 12-0152-9191
Page 1 of 1
Number of enclosures: 0

FT PIERCE POLICE ATHLETIC LEAGUE
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Business Checking Summary

Ft Pierce Police Athletic League

Account number: 12-0152-9191

Overdraft Protection has not been established for this account.
Please contact us if you would like to set up this service.

Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
15,480.16	.00	.00	15,480.16

Average ledger balance	Average collected balance
15,480.16	15,480.16

Deposits and Other Additions

Description	Items	Amount
Total	0	.00

Checks and Other Deductions

Description	Items	Amount
Total	0	.00

Detail of Services Used During Current Period

Note: The total charge for the following services will be posted to your account on 02/01/2021 and will appear on your next statement as a single line item entitled Service Charge Period Ending 01/29/2021.

Description	Volume	Amount	
Account Maintenance Charge		.00	Requirements Met
Total For Services Used This Period		.00	
Total Service Charge		.00	

SeacoastBank
Seacoast National Bank

Statement of Account

Last statement: December 31, 2020
This statement: January 31, 2021
Total days in statement period: 31

4137163171 **Page 1 of 2**

FORT PIERCE POLICE ATHLETIC LEAGUE INC
DBA ST LUCIE SHERIFF'S PAL
2709 PETERS RD UNIT 48
FORT PIERCE FL 34945-2613

Direct inquiries to:
Customer Service Center
800-706-9991

Seacoast National Bank
1901 S US Hwy 1
Fort Pierce FL 34950

Summary of Account Balance

Account	Number	Ending Balance
Business Checking Plus	4137163171	$104,445.51

Business Checking Plus

Account number
4137163171

1 Enclosure

Date	*Description*	*Additions*	*Subtractions*	*Balance*
12-31	Beginning balance			$94,994.97
01-04	#Deposit	13,172.40		108,167.37
01-04	#Preauthorized Wd MERCHANT BNKCD DISCOUNT 210104 240204108882 ST LUCIE SHERIFF PAL		-21.49	108,145.88
01-05	#Preauthorized Wd QGIV DEBITS QGIV DEBIT 210105 QKE100421013773		-2.93	108,142.95
01-06	#Preauthorized Wd MERCHANT BNKCD DISCOUNT 210106 240204108882 ST LUCIE SHERIFF PAL		-4.95	108,138.00
01-14	#Check Card Purchase MERCHANT PURCHASE TERMINAL 469216 COMCAST XFINITY 800 266 2 FL 4802780001024503 01-14-21		-152.21	107,985.79
01-22	#Check Card Purchase MERCHANT PURCHASE TERMINAL 401134 WWW NATION NATION AL P WWW NATIO NC 4802780001024503 01-21-21		-670.50	107,315.29
01-22	#Preauthorized Wd GO DADDY WEB ORDER 210122 1955091947		-36.34	107,278.95
01-26	#Check Card Purchase MERCHANT PURCHASE TERMINAL 416407 STAPLES 0010 4414 FORT PIER FL 4802780001024503 01-24-21		-8.98	107,269.97

Date	Description	Additions	Subtractions	Balance
01-29	#Preauthorized Credit AMERICA'S CHARIT EDI PYMNTS 210129 E331399	100.54		107,370.51
01-29	Check 3604		-2,925.00	104,445.51
01-31	**Ending totals**	**13,272.94**	**- 3,822.40**	**$104,445.51**

Number	Date	Amount	Number	Date	Amount
3604	01-29	2,925.00			

Fort Pierce Police Athletic League, Inc.
2020 Budget

		Jan - Dec '21
Ordinary Income/Expense		
Income		
Donations Income		3,954.00
Fundraising Income		40,000.00
Grants Income		10,000.00
Interest Income		1,238.00
Miscellaneous Income		-
Programs Income		3,000.00
Total Income		58,192.00
Gross Profit		58,192.00
Expense		
Miscellaneous Expense		85.00
Lease		12,000.00
Membership Fees		900.00
Program Expense		
Field Trips	-	
Wrestling	3,000.00	
Boxing	4,000.00	
Phone Calls	75.00	
Program Expense - Other	2,500.00	
Total Program Expense		9,575.00
Fundraising Expense		
Other Direct Expense	800.00	
Food & Beverage	800.00	
Fundraising Expense - Other	3,000.00	
Total Fundraising Expense		4,600.00
Advertising		600.00
Bank Service Charges		
Qgiv Fees	120.00	
Square Fees	100.00	
Bank Service Charges - Other	12.00	
Total Bank Service Charges		232.00
Contract Labor		-
Dues and Subscriptions		600.00
Insurance		6,000.00
Licenses and Permits		500.00
Miantenance		
Building	800.00	
Total Maintenance		800.00
Office Supplies		3,000.00
Payroll Expense		-
Postage and Delivery		500.00
Professional Fees		2,000.00
Repairs		
Building Repairs	3,000.00	
Total Repairs		3,000.00
Travel & Ent		
Gasoline	600.00	
Housing	3,000.00	
Meals	3,000.00	
Travel & Ent - Other	200.00	
Total Travel & Ent		6,800.00
Utilities		7,000.00
Total Expenses		58,192.00
Net Ordinary Income		58,192.00
Net Income		58,192.00

FORT PIERCE POLICE ATHLETIC LEAGUE, INC.

FINANCIAL STATEMENTS AND
ACCOMPANYING INFORMATION

Year Ended December 31, 2016

FORT PIERCE POLICE ATHLETIC LEAGUE, INC.

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Statement of Support and Revenues, Expenses and Changes in Net Assets-Modified Cash Basis	4
Statement of Functional Expenses-Modified Cash Basis	5
Statement of Change in Cash-Modified Cash Basis	6
Notes to Financial Statements	7-10

INDEPENDENT AUDITORS' REPORT

Board of Directors
Fort Pierce Police Athletic League, Inc.
Fort Pierce, Florida

We have audited the accompanying financial statements of Fort Pierce Police Athletic League, Inc. (a nonprofit organization), which comprise the statement of assets, liabilities, and net assets- modified cash basis, as of December 31, 2016 and the statement of support and revenues, expenses and change in net assets- modified cash basis, and statement of functional expenses- modified cash basis, and statement of change in cash- modified cash basis for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting as described in Note A; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and net assets of Fort Pierce Police Athletic League, Inc. as of December 31, 2016, and its support, revenue, and expenses for the year then ended in accordance with the modified cash basis of accounting as described in Note A.

Basis of Accounting

We draw attention to Note A of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

DiBartolomeo, McBee, Hartley & Barnes

Certified Public Accountants
Fort Pierce, Fl
October 17, 2017

FORT PIERCE POLICE ATHLETIC LEAGUE, INC.
STATEMENT OF ASSETS, LIABILITIES AND NET ASSETS- MODIFIED CASH BASIS
December 31, 2016

ASSETS

CURRENT ASSETS	
Cash and Cash Equivalents	$ 323,321
	323,321
PROPERTY AND EQUIPMENT	
Equipment	14,754
Leasehold Improvements	18,459
Vehicles	94,051
	127,264
Less Accumulated Depreciation	51,374
NET PROPERTY AND EQUIPMENT	75,890
TOTAL ASSETS	$ 399,211

NET ASSETS

UNRESTRICTED NET ASSETS	$ 399,211

The accompanying notes are an integral part of this financial statement.

FORT PIERCE POLICE ATHLETIC LEAGUE, INC.

STATEMENT OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS-
MODIFIED CASH BASIS
For The Year Ended December 31, 2016

	Unrestricted
SUPPORT AND REVENUE	
Support	
Grants	$ 84,907
Contributions	4,848
In-kind contributions	177,669
Revenues	
Program revenues	78,161
Fundraising income	150,238
Miscellaneous income	4,901
Investment Income	488
TOTAL SUPPORT AND REVENUE	501,212
EXPENSES	
Program Services	
Youth outreach	421,724
Supporting Services	
General and Administrative	51,691
Fundraising	49,502
TOTAL EXPENSES	522,918
CHANGE IN NET ASSETS	(21,706)
NET ASSETS	
Beginning of Year	420,917
End of Year	$ 399,211

The accompanying notes are an integral part of this financial statement.

FORT PIERCE POLICE ATHLETIC LEAGUE, INC.
STATEMENT OF FUNCTIONAL EXPENSES – MODIFIED CASH BASIS
For the Year Ended December 31, 2016

	Program Services	Support Services			
	Outreach	General and Administrative	Fundraising	Total Supporting Services	Total Expenses
Advertising	$ 515	$ -	$ -	$ -	$ 515
Automobile expense	5,644	-	-	-	5,644
Automobile maintenance	3,836	-	-	-	3,836
Bank fees	-	1,526	-	1,526	1,526
Conferences	-	2,925	-	2,925	2,925
Contract labor	123,463	23,149	7,716	30,866	154,329
Depreciation	14,750	-	-	-	14,750
Donations	-	800	-	800	800
Insurance	11,782	-	-	-	11,782
In-Kind occupancy	149,770	17,620	8,810	26,430	176,200
In-Kind fuel	1,469	-	-	-	1,469
Licenses	417	-	-	-	417
Maintenance	12,255	-	-	-	12,255
Membership fees	1,036	-	-	-	1,036
Office Expense	-	528	-	528	528
Professional services	-	1,563	-	1,563	1,563
Program expenses	81,750	-	-	-	81,750
Supplies	-	3,580	32,976	36,556	36,556
Travel	12,615	-	-	-	12,615
Utilities	2,422	-	-	-	2,422
Total Expenses	$421,724	$ 51,691	$ 49,502	$ 101,194	$ 522,918

The accompanying notes are an integral part of this financial statement.

FORT PIERCE POLICE ATHLETIC LEAGUE, INC.
STATEMENT OF CHANGE IN CASH – MODIFIED CASH BASIS
For The Year Ended December 31, 2016

CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$	(21,706)
Adjustments to Reconcile Net Cash Provided by Operating Activities		
Depreciation		14,750
Changes in Operating Assets and Liabilities		
Prepaid Expense		14,968
NET CASH PROVIDED BY OPERATING ACTIVITIES		8,012
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets		(42,188)
NET CASH (USED IN) INVESTING ACTIVITIES		(42,188)
NET (DECREASE) IN CASH AND CASH EQUIVALENTS		(34,176)
CASH AND CASH EQUIVALENTS		
Beginning of Year		357,497
End of Year	$	323,321

Read Accompanying Notes to Financial Statements

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Fort Pierce Police Athletic League, Inc. (PAL) is a Florida nonprofit corporation which offers community outreach to youth by providing educational, recreational, and athletic activities to aid in crime prevention and the creation of a trusting relationship with local law enforcement.

Basis of Accounting

The accompanying statements have been prepared on modified cash basis; consequently, certain revenue and the related assets are recognized when received rather than when earned and certain expenses are recognized when paid rather than when the obligation is incurred. Modifications to the cash basis of accounting result from management's decision to record property and equipment and related depreciation in the statement of assets and net assets – modified cash basis. In addition, certain in-kind contributions are recorded in the accompanying statement of revenues, expenses, and changes in net assets – modified cash basis. Accordingly, the accompanying statements are not intended to present financial position and results of operations in conformity with generally accepted accounting principles.

Cash and Cash Equivalents

For purposes of reporting, unrestricted currency, demand deposits, certificates of deposit, and money market accounts are considered cash, and unrestricted investments with an original maturity of three months or less are considered cash equivalents.

For the year ended December 31, 2016, cash and cash equivalents consisted of demand deposits, certificate of deposit, and money market accounts. Cash balances are held in three financial institutions. Deposit accounts at each institution are insured up to $250,000 by the Federal Depository Insurance Corporation. As of December 31, 2016, the total amount of deposits uninsured are $36,041.

Financial Statement Presentation

The financial statements are presented in accordance with the Statement of Financial Accounting Standards (SFAS) NO. 117, Financial Statements of Not-for-Profit Organizations. Under SFAS NO. 117, the organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. If any dollars were received in advance they would be temporarily restricted.

Estimates

The presentation of financial statements on the modified cash basis requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property, Equipment and Depreciation

Property and equipment are recorded at cost or fair market value on date of gift in the case of donated property. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. Assets with a useful economic life in excess of one year and over $1,000 are capitalized.

Repairs and maintenance that neither materially add to the value of the property nor appreciably prolong its life are charged to expenses as incurred. Depreciation is provided over the estimated useful lives ranging from 5 to 15 years on the straight-line basis.

Net Assets

The financial statements report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donor. Support that is restricted by the grantor and donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, that is, when stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Support and Revenue

PAL receives its grant and contract support primarily from State and Local Agencies. Support received from those grants and contracts is recognized when funding for grant services are received.

Revenue Recognition

The Organization accounts for contributions received as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/ or nature of any donor restrictions.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated Materials and Services

Donated facilities, materials and equipment are reflected as contributions in the accompanying statements at their estimated values on the date of receipt. In addition, a number of unpaid volunteers, including board members, have made substantial contributions of their time. The value of such donated materials and services has not been reflected in these statements, since no objective basis of measurement of valuation is available.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional cost basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Advertising costs

Advertising costs are generally expensed when incurred. Advertising expenses were $515.

Income Taxes

PAL is a nonprofit organization exempt from income tax under Section 501(c.)(3) of the Internal Revenue Code, therefore, no provision for income tax is made in these financial statements. In addition, it has been determined that the PAL is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code. The organization's tax returns are subject to a possible audit by various taxing authorities for three years after the returns are filed.

Subsequent Events

Management has performed an analysis of the activities and transactions subsequent to December 31, 2016, to determine the need for any adjustments to and/or disclosures within the audited financial statements for the year ended December 31, 2016. Management has performed their analysis through October 17, 2017, which represents the date the financial statements were available to be issued.

NOTE B - FIXED ASSETS

A summary of the fixed assets and activity for the year are as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Equipment	$ 14,074	$ 680	$ -	$ 14,754
Leasehold Improvements	14,361	4,098	-	18,459
Vehicles	75,820	37,410	(19,179)	94,051
Subtotal	104,255	42,188	(19,179)	127,264
Less Accumulated Depreciation	(55,803)	(14,750)	19,179	(51,374)
Net	$ 48,452	$ 27,438	$ -	$ 75,890

NOTE C – COST REIMBURSEMENT GRANT

The organization's grant funding received from Children's Service Council and the City of Fort Pierce are received on a cost reimbursement basis.

NOTE D –DEPENDENCY ON GOVERNMENTAL AND PRIVATE SUPPORT

Funding for the organization is dependent upon state and local grants, private donations and fundraising events. It is reasonably possible that in the near term this funding could cease or significantly decrease, which would cause a severe impact on the organization and its ability to continue operations. The organization does not expect that funding from state and local agencies will be lost in the near term.

NOTE E – IN-KIND CONTRIBUTIONS

Fort Pierce Police Athletic League, Inc. received donated rental space, related utilities, and fuel for vehicles from the City of Fort Pierce. The organization estimated the fair rental value of the building and utilities for twelve months of occupancy to be $176,200 for the year ended December 31, 2016, based on current fair value rates. The City of Fort Pierce in addition to this amount has paid $1,469 in fuel for the PAL vehicles. An in-kind contribution and expense has been recognized in the accompanying financial statements.

NOTE F – FUNDRAISING

Fundraising expenses are expensed as paid and totaled $40,692 for 2016.

Sheriff
KEN J. MASCARA
Telephone: (772) 462-3200 • Fax: (772) 489-5851
4700 West Midway Road • Fort Pierce, Florida 34981

FLORIDA ACCREDITATION

February 3, 2021

City of Fort Pierce
P.0. Box 1480
Fort Pierce, FL 34954-1480

Attention: Community Development Black Grant Committee

Dear Committee Members:

On behalf of the St. Lucie County Sheriff's Office, I would like to express our full support and endorsement of the St. Lucie Sheriff PAL organization. This organization, partnered with our agency, support our community engagement efforts and build relationships between youth, law enforcement and other partners and resource providers.

Thank you,

Ken J. Mascara
Sheriff

ds

CACTUS MOON DANCE CLUB, INC.

503 Gregory Street ~ Fort Pierce ~ Florida ~ 34982 ~ 772-489-4394 ~ Htmonalisa@aol.com

February 4, 2021

City of Fort Pierce
Attn: Community Development Block Grant Committee
100 North US Highway 1
Fort Pierce, FL 34950

Re: St. Lucie Sheriff's Police Athletic League application

Dear Grant Committee Members:

It is with great pleasure that I write this letter in support of the St. Lucie Sheriff's Police Athletic League (PAL). Our organization has had the pleasure of meeting and working with the St. Lucie Sheriff's PAL on numerous occasions, as well as some of their youth participants.

I strongly feel my childhood would have been very different, as a child in need in the community, had I been involved with a program like PAL.

PAL offers a wide variety of great programs and opportunities to help to keep the children in our community off the streets. Cactus Moon Dance Club volunteers throughout the year, at any opportunity given to help this amazing organization.

If you need any further information regarding my experiences with PAL, please feel free to contact me at 609-709-0544.

Respectfully,

Mary Tomaro

Mary Tomaro
Vice-President

February 1, 2021

City of Ft. Pierce

To whom it may concern,

My name is Kaitlyn DeRosa and I am writing to in support for the Police Athletic League in Fort Pierce. My son and daughter has been involved with this organization for five years. The staff and volunteers have always been very kind with my children. They went to summer camp and participated in several athletic programs. I, myself was a member 25 years ago in the youth leadership program and went on many field trips that enhance my life skills.

Please do not hesitate to call me if you need more information.

Sincerely,

Kaitlyn DeRosa

Kaitlyn DeRosa

772-932-4293

2020-2021
Public Service Grant Opportunity

Application

Application Open Date – January 11, 2021

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

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 30 2011

ST MARK EDUCATIONAL CENTER INC
C/O JONATHAN INGRAM
921 ORANGE AVENUE
FORT PIERCE, FL 34950-4186

Employer Identification Number:
65-0440395
DLN:
17053193384001
Contact Person:
BRAD S FLETCHER ID# 31669
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 15, 2010
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Grant Amount Requested: $ 5,000

Date and Time Stamp

(Do Not Write in This Box)

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@stlucieschools.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@stlucieschools.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 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 Q. Love

My Commission Expires

NANCY Q. 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

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?
   - ✓ 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. Selec**t every qualifier below that best describes your project.**

See Attached

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

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

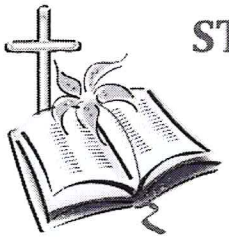
26. Provide a COMPLETE, detailed budget for **THIS** project in the budget chart below. List proposed City grant funds and other ***committed funds*** and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown 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)			



ST. MARK MISSIONARY BAPTIST CHURCH

921 Orange Avenue • Fort Pierce, FL 34950
(772) 465-7454

RECEIPT **DATE: 1/30/2021**

BILL TO:

ST. MARK EDUCATIONAL CENTER
921 Orange Avenue
Fort Pierce, FL

Quantity	Description	Unit Price	Total
5 months	Rental	$700.00	$3500.00

SUBTOTAL	$3500.00
SALES TAX	
SHIPPING & HANDLING	
TOTAL DUE BY DATE	$3500.00

Thank you for your business!

Donna Ingram
Recording Secretary

PRINCETON HIGH SCHOOL INTERNATIONAL

https://www.facebook.com/PrincetonHighSchoolInternationaldc/

Attention: **St. Mark Educational Center and Foundation Sponsor**
-INVOICE **- January 20, 2021**
Title: **[Director] Cynthia Matthews**
St. Mark Educational Center
901 Orange Avenue
Ft. Pierce, FL 34950-4186
(772) 672-4265

Project Title: Tuition Scholarship Funding (High School Diploma)
Project Description: St. Mark is seeking funding to pay tuition for (10) individuals from 9-12 grade or Adult Learners to earn their high school diploma with PHSI. Registration Fee is $75 dollars and Tuition Fee for the entire Program 9-12 grade is $750.00. Total Program Cost is $825.00 per student. This cost amount pays for students' to earn a 28 credit High School Diploma, Classes, support and Awarded Diploma once student has completed program for graduation. (All students or Learning Centers pay for Cap and Gown Cost).

Cash App: $PrincetonHSI
Invoice Number: St.MK 6702020-19
Terms: 30 Days **(Monies are due to PHSI before or after 30 days students are enrolled in Program)**

Description	Quantity	Unit Price	Cost
Registration	10	$ 75	$ 750
Tuition Amount	10	$ 750	$ 7,500
PHSI Hester Moon Scholarship - Inkind	10	325	-3250

Subtotal		$ 5,000
Tax	0.00%	$ 0
Total		$ 5,000

PHSI Office of Bursar:
Corrie Williams
C. T. Williams

27. Organization Staff and Volunteers

Name #1

Carl Smith Sr.

772-971-7962

Csmith3663@aol.com

Chairman

Fort Pierce, FL 34950

Juvenile Justice Worker for over 25 years

BA in Criminal Justice

Board Members/supporter/mentor

100%

Alfreda Souter

772-834-6468

alfredasouter@yahoo.com

Vice Chairman

Fort Pierce Fl

Voters of Election Office/City of Ft. Pierce

Board Members/ supporter/mentor

100%

Nancy Young

772-461-3739

Nspires207@comcast.net

Treasurer

Fort Pierce FL

30 years in Education

Master's degree in education

Instructor

100%

Cynthia Matthews

772-708-5547

Cynthia.matthews@stlucieschools.org

Program Coordinator

Fort Pierce

Master's degree in counseling, BA in Psychology, BA in Education

School Supervisor for 8 years

Overseer of the project, contact person, mentor

100%

28. **See Attached**

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida web site

Detail by Officer/Registered Agent Name

Florida Not For Profit Corporation
ST. MARKS EDUCATIONAL CENTER INC.

Filing Information

Document Number	N94000001747
FEI/EIN Number	65-0440395
Date Filed	04/08/1994
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	11/08/2005
Event Effective Date	NONE

Principal Address

921 ORANGE AVENUE
FORT PIERCE, FL 34950

Mailing Address

921 ORANGE AVENUE
FORT PIERCE, FL 34950

Registered Agent Name & Address

Matthews, Cynthia
1910 Avenue Q
FORT PIERCE, FL 34950

Name Changed: 10/01/2018

Address Changed: 10/01/2018

Officer/Director Detail

0000359 11/21/18

FLORIDA Department of Revenue

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8016343484C-4	01/16/2019	01/31/2024	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ST MARKS EDUCATIONAL CENTER INC
921 ORANGE AVE
FORT PIERCE FL 34950-4186

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA Department of Revenue

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

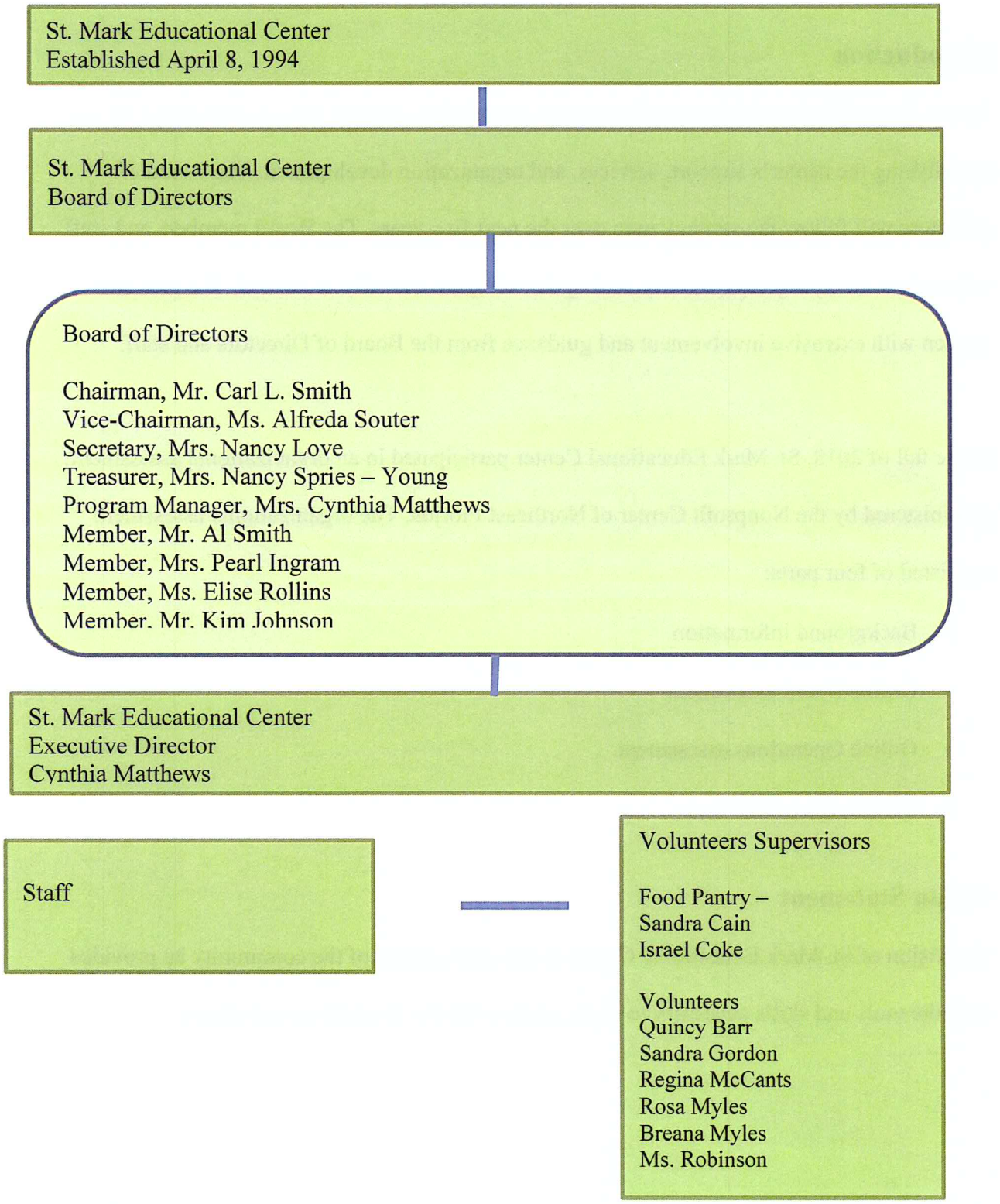
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Mission Statement

The mission of St. Mark Educational Center is to provide services for the basic needs and information to people in our community.

Organizational Structure



ST. MARK EDUCATIONAL CENTER

921 Orange Avenue ▪ Fort Pierce, FL 34950
Phone: (772) 672-4265 Fax: (772) 302-3649
Email: stmarkec@outlook.com

Cynthia Matthews
Executive Director

Carl Smith, Sr.
President

Alfreda Souter
Vice President

Nancy Love
Secretary

Nancy S. Young
Treasurer

Tracie Hightower
Pearl Jackson
Regina McCants
Elise Rollins
Al Smith

January 25, 2021

TO: The City of Fort Pierce

RE: Authorization for grant applications

Dear Board Members,

This letter comes to you as an authorization, from the above mentioned agency/applica nt and its board members, to allow our Executive Director, Cynthia Matthews to submit and/or sign the necessary documentation on the agency's behalf to request grants and or funding for this non-profit.

Please contact us if you need more assistance with this matter.

Thank you for your consideration,

Carl Smith

Carl Smith Sr.---President personally known

Nancy Q. Love

NOTARY PUBLIC STATE OF FLORIDA
NANCY Q. LOVE
Commission # GG 245297
Expires August 14, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Our vision is that the residents of the community be provided with the tools and skills necessary to make a better life for themselves and others.

SUNTRUST BANK
PO BOX 305183
NASHVILLE TN 37230-5183

36/E00/0175/0/40
1000215632398
12/31/2020
0000

SUNTRUST

Account Statement

ST MARKS EDUCATIONAL CENTER INC
207 N 40TH ST
FORT PIERCE FL 34947-2580

Questions? Please call
1-800-786-8787

Keep your SunTrust Accounts safer.
Use unique usernames and passwords for your online bank accounts.
It's best not to recycle the same username and password on multiple websites where you have an online profile - especially your financial accounts.
Also, try to avoid characters from your email, phone number, birthdate or other personal information.

Account Summary

Account Type	Account Number	Statement Period
PRIMARY BUSINESS CHECKING	1000215632398	12/01/2020 - 12/31/2020

Description	Amount	Description	Amount
Beginning Balance	$4,860.20	Average Balance	$4,540.56
Deposits/Credits	$.00	Average Collected Balance	$4,540.56
Checks	$304.55	Number of Days in Statement Period	31
Withdrawals/Debits	$264.00		
Ending Balance	$4,291.65		

3

Overdraft Protection

Account Number	Protected By
1000215632398	Not enrolled

For more information about SunTrust's Overdraft Services, visit www.suntrust.com/overdraft.

Checks

Check Number	Amount	Date Paid
1041	304.55	12/09

Checks: 1

Withdrawals/ Debits

Date Paid	Amount	Serial #	Description
12/21	264.00		RECURRING CHECK CARD PURCHASE TR DATE 12/20 WIX.COM*PREMIUM-PLAN 800-6000949 NY

Withdrawals/Debits: 1

Balance Activity History

Date	Balance	Collected Balance	Date	Balance	Collected Balance
12/01	4,860.20	4,860.20	12/21	4,291.65	4,291.65
12/09	4,555.65	4,555.65			

The Ending Daily Balances provided do not reflect pending transactions or holds that may have been outstanding when your transactions posted that day. If your available balance wasn't sufficient when transactions posted, fees may have been assessed.

Continued on next page

SUNTRUST BANK
PO BOX 305183
NASHVILLE TN 37230-5183

36/E00/0175/0/40
1000215632398
11/30/2020
0000

SUNTRUST

Account Statement

ST MARKS EDUCATIONAL CENTER INC
207 N 40TH ST
FORT PIERCE FL 34947-2580

Questions? Please call
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Also, try to avoid characters from your email, phone number, birthdate or other personal information.

Account Summary

Account Type	Account Number	Statement Period
PRIMARY BUSINESS CHECKING	1000215632398	11/01/2020 - 11/30/2020

Description	Amount	Description	Amount
Beginning Balance	$5,164.75	Average Balance	$4,971.86
Deposits/Credits	$.00	Average Collected Balance	$4,971.86
Checks	$304.55	Number of Days in Statement Period	30
Withdrawals/Debits	$.00		
Ending Balance	$4,860.20		

Overdraft Protection

Account Number	Protected By
1000215632398	Not enrolled

For more information about SunTrust's Overdraft Services, visit www.suntrust.com/overdraft.

Checks

Check Number	Amount	Date Paid
1039	304.55	11/12

Checks: 1

Balance Activity History

Date	Balance	Collected Balance	Date	Balance	Collected Balance
11/01	5,164.75	5,164.75	11/12	4,860.20	4,860.20

The Ending Daily Balances provided do not reflect pending transactions or holds that may have been outstanding when your transactions posted that day. If your available balance wasn't sufficient when transactions posted, fees may have been assessed.

Continued on next page

SUNTRUST BANK
PO BOX 305183
NASHVILLE TN 37230-5183

36/E00/0175/0/40
1000215632398
10/31/2020
0000

SUNTRUST

Account Statement

ST MARKS EDUCATIONAL CENTER INC
207 N 40TH ST
FORT PIERCE FL 34947-2580

Questions? Please call
1-800-786-8787

Keep your SunTrust Accounts safer.
Use unique usernames and passwords for your online bank accounts.
It's best not to recycle the same username and password on multiple websites where you have an online profile - especially your financial accounts.
Also, try to avoid characters from your email, phone number, birthdate or other personal information.

Account Summary

Account Type	Account Number	Statement Period
PRIMARY BUSINESS CHECKING	1000215632398	10/01/2020 - 10/31/2020

Description	Amount	Description	Amount
Beginning Balance	$5,429.23	Average Balance	$5,208.19
Deposits/Credits	$40.00	Average Collected Balance	$5,206.90
Checks	$304.48	Number of Days in Statement Period	31
Withdrawals/Debits	$.00		
Ending Balance	$5,164.75		

Overdraft Protection

Account Number	Protected By
1000215632398	Not enrolled

For more information about SunTrust's Overdraft Services, visit www.suntrust.com/overdraft.

Deposits/ Credits

Date	Amount	Serial #	Description	Date	Amount	Serial #	Description
10/13	40.00		DEPOSIT				

Deposits/Credits: 1 Total Items Deposited: 1

Checks

Check Number	Amount	Date Paid	Check Number	Amount	Date Paid
1038	304.48	10/07			

Checks: 1

Balance Activity History

Date	Balance	Collected Balance	Date	Balance	Collected Balance
10/01	5,429.23	5,429.23	10/13	5,164.75	5,124.75
10/07	5,124.75	5,124.75	10/14	5,164.75	5,164.75

The Ending Daily Balances provided do not reflect pending transactions or holds that may have been outstanding when your transactions posted that day. If your available balance wasn't sufficient when transactions posted, fees may have been assessed.

Continued on next page

Saint Mark Educational Center

June 2020 – December 2020 Financial Report

General Fund

5/1/2020	Balance		$8,670.75
5/4/2020	Alarm Partners	-(175.00)	$8495.75
5/7/2020	State Certification	-(70.00)	$8425.75
6/11/2020	Comcast Business	-(615.53)	$7810.22
6/19/2020	Volunteer Luncheon	-(158.74)	$7651.48
6/19/2020	Withdrawal	-(52.50)	$7598.98
6/19/2020	ATM Fee	-(3.00)	$7595.98
7/6/2020	Comcast Cable	-(302.81)	$7293.17
7/14/2020	April-May Rent	-(1,250.00)	$6043.17
8/10/2020	Comcast Cable	-(304.46)	$5738.71
8/26/2020	Tax Renewal Thrift Store	-(5.00)	$5733.71
9/8/2020	Comcast Cable	-(304.48)	$5429.23
10/7/2020	Comcast Cable	-(304.48)	$5124.75
10/13/2020	Deposit (Donation $40)		$5164.75
11/12/2020	Comcast Cable	-(304.55)	$4860.20
12/9/2020	Comcast Cable	-(304.55)	$4555.65
12/21/2020	WIX.COM (Ed. Center Website Page)	-(264.00)	$4291.65

Most recent audit report – St. Mark Educational Center does not have an audit report and is not required to have an audit at this time.

ST. MARK MISSIONARY BAPTIST CHURCH

P.O. Box 1625 • 921 Orange Avenue
Fort Pierce, FL 34954-1625 Phone: (772) 465-7454

Rev. Dr. Jonathan Ingram, Pastor

January 24, 2021

To Whom It May Concern:

It gives me a great deal of pleasure to provide a Letter of Support for St. Mark Educational Center, recognizing them for the great things that they are doing in our community.

The mission of the church goes hand-in-hand with the mission of the Educational Center –to help our citizens any way we can. The St. Mark Missionary Baptist Church currently houses the after-school tutoring program, the weekly food pantry distribution site, and the recent opening of the thrift store. The rental dollars for these programs have been totally supported throughout this pandemic by myself and the membership of St. Mark Missionary Baptist Church since April 2020.

If you need further information, please feel free to contact me at the number listed above.

Sincerely,

Rev. Dr. Jonathan Ingram
Senior Pastor



January 25, 2021

To: The City of Fort Pierce

From: Dianne Williams Johnson

Re: Grant

This letter is in support of Give Me a Hand Up Education Center, located at St. Mark's Missionary Baptist Church. As an educator, I realize the importance of a high school diploma. This grant if received, will support men from the age of 19 and older within the Fort Pierce Community.

Many times, I cross paths with young men looking to better themselves in life, but life has happened, and they end up without a high school diploma. They may have dropped out to help support their family or maybe they became familiar with the Juvenile Justice System for making bad choices as a teenager. Therefore, you have an eighteen-year-old, and in the 8th grade. I see this all the time here in St. Lucie County.

Due to the embarrassment emphasized in the conversation with these young men, there is a need for these adult men to feel comfortable while they earn their high school diploma. The local State College offers the GED Program, but I have been told that it's more challenging.

Because of this unique program designed to assist the men in our community is not a threat or competition to the School District, I give my full support. This church family has a lot of great history and truly supports their local community all year with food distribution and other daily needs to the less fortunate. I know that if given the opportunity to receive this grant applied for, it would certainly be utilized properly, and lives will be changed. A program of this type, would most definitely be an asset to this Fort Pierce Community.

If I can be of further assistance, please fell free to give me a call at 772-971-1582.

Dianne Williams Johnson

Educator and Community Member

Unique Flowers an Gifts by Cynthia
Cynthia Johnson
2007 Esplanade Aveneu N
772-940-1786
Fort Pierce, Florida 34982
cynthiaflowerpatch@gmail.com

To whom it may concern:

I am writing in behalf of Unique Flowers and Gifts by Cynthia in support of the St. Mark Education Center proposal to the City of Fort Pierce's Community Development Grant for a fund for their project named *A Hand Up.* Project is help reduce young adult education disparities in the Lincoln Park community's. We strongly support this grant application and the focus on reducing education disparities among Lincoln Park population by providing service to help acquire high school degrees or GED diplomas.

As a business in Fort Pierce I have had the opportunity to interact with St. Mark Educational Center over a number years. They have always presented themselves with the utmost of professionalism and quality. I have had the opportunity to work with them on financial situations incoming and outgoing and they have operated with esteem.

The Lincoln Park comunity very much needs a program of this type to help young adults receive the chance for a better education and open the doors for a higher quality of life.

Sincerely,

Cynthia Johnson
Owner and Operator
Unique Flowers and Gifts by Cynthia

ST. MARK
EDUCATIONAL CENTER

921 ORANGE AVENUE ▪ FORT PIERCE, FL

Here we offer FREE . . .

- ⇒ Computer Lab for your Business Needs
- ⇒ Pre-employment Resources
- ⇒ Online Adult Education Classes
- ⇒ Homework Assistance with Tutoring
- ⇒ Food/Nutritional Information . . .
- ⇒ and so much more.

Remember, all services are FREE.

Tuesdays & Thursdays from 4:00–6:00 p.m.

You may contact the Educational Center at (772) 672-4265.

Reply Delete Junk Block ...

COVID-19 St. Lucie Funders' Consortium Grant Application

Getting too much email? Unsubscribe

Some content in this message has been blocked because the sender isn't in your Safe senders list.
I trust content from administrator@grantinterface.com. | Show blocked content

T The Community Foundation Martin - St. Lucie Grants <administrator@grantinterface.com>
Thu 7/16/2020 3:36 PM
To: Matthews, Cynthia

07/16/2020

Mrs. Cynthia Matthews
Program Director
St. Mark Educational Center
921 Orange Avenue
Fort Pierce, FL 34950

Dear Cynthia,

Thank you for submitting an application on behalf of St. Mark Educational Ce consideration by the St. Lucie County Funders' Consortium for the COVID-19 opportunity.

As you are aware, the application submitted has received full or partial fundi has remained in an open status in the system and to date, if partially funded, of the participating funding organizations have indicated an interest in provi remaining grant funding requested. Due to receiving full or partial funding, t application will be closed and removed from the system.

We appreciate the organization's continued commitment to serving the com during these challenging times. The universal application process will remain St. Mark Educational Center may submit a new application at any time for ad support specifically related to COVID relief and recovery efforts.

If you would like the opportunity to receive some feedback regarding the application submitted, please contact Elizabeth at Elizabeth@tcfmsl.org or Ro Robin@tcfmsl.org.

Sincerely,

1.png Download



PRINCETON HIGH SCHOOL INTERNATIONAL

https://www.facebook.com/PrincetonHighSchoolInternationaldc/

(256) 749-0787
princetonhighschooldc@gmail.com

1410 Hillabee Street
Alexander City,
Alabama 35010

Wednesday, January 20, 2021

Cynthia Matthews
St. Mark Educational Center
901 Orange Avenue
Ft. Pierce, FL 34950-4186
(772) 672-4265

Dear Cynthia and Foundation Sponsor,

St. Mark Educational Center has been partnering with Princeton High School International for the past two years. St. Mark Educational Center has a (PHSI Learning Center) Princeton High School International to educate students in grades 9-12 and all adult learners. PHSI High School Program gives every individual from all walks of life an opportunity to earn their high school diploma for career and college programs to become self-sufficient and advance in life.

St. Mark Educational Center partnership with Princeton High School International will have an immediate impact in the Ft. Pierce Community and State of Florida.
PHSI High School Program will help to reduce the local and state high school drop out rate, prepare all individuals to be career and college ready and decrease the unemployment rate.

St. Mark Educational Center Partnership with Princeton High School International can partner with other public and private schools in the State of Florida as an alternative program to help students get back on track and have and opportunity to complete their high school education. St. Mark Educational Center is partnering with PHSI, an accredited high school program, listed on the College Board for recognized private and public high schools participating in the SAT and ACT. PHSI also participates with U.S. Military CEP (ASVAB).

COVID-19 has not affected St. Mark's Educational Center and Princeton High School International Program, because PHSI has always offered classes onsite and %100 online learning. Students and Adults can earn their high school diploma with PHSI any where in the U.S. or World. PHSI Centers can track students progress with our online grade book and course tracking system. Students can receive assistance daily from PHSI onsite staff and online proctors and instructors. **(See PHSI Invoice for 10 students' sponsorship)**

Sincerely Yours,
Roderick Williams Sr.
Chancellor
Roderick Williams, Sr.
B.S.Ed, M.Ed., PhD

Grant Amount Requested: $ 5,000.00

Date and Time Stamp

(Do Not Write in This Box)

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 Today's Date: Feb. 4, 2021

Signature

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: _____

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.

2020-2021 PUBLIC SERVICE GRANT APPLICATION

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
__ Lower Income Senior Citizens
__ Elderly
__ Homeless
_X_ Lower Income Youth
__ Other _____

__ Illiterate Adults
__ Migrant Farm Workers
__ Persons with HIV/AIDS
__ Severely Disabled Adults
__ Severely Disabled Children/Youth

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).

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

Treasure Coast Elite Inc

Board of Director's

By- Laws

TREASURE COAST ELITE INC

ARTICLE I - ORGANIZATION

SECTION 1

The name of the Organization shall be Treasure Coast Elite Inc.

SECTION 2

Treasure Coast Elite Inc., is incorporated under the laws of the State of Florida as a private non-profit, tax exempt organization.

SECTION 3

Treasure Coast Elite Inc. Fiscal Year shall operate from January 1 through December 30 of each year.

ARTICLE II – PURPOSE

SECTION 1

The Organization's specific purpose is to assist young at-risk disadvantaged disenfranchised males interested in being involved in the sport of football activities, designed to enhance their knowledge, understanding and sportsmanship of the game. Further, the Organization shall have all powers conferred by Florida Statues, including but not limited to the following powers: to provide research for aforementioned purposes; provide service to the underprivileged customers; to provide leadership training; to develop projects, locate grants, and to aid and assist in its expansion; to provide adult literacy education; to provide and assist in the obtaining of suitable housing; to provide funds whenever possible for training; to provide funds whenever possible for training and assisting targeted groups;; to assist social service programs; to participate in, to the fullest extent practical, all governmental programs as passed by the Congress of the United States of America; to acquire funds from any source for all of the foregoing purposes, such as foundations, state and federal agencies, but not limited to, in support of the foregoing purposes, and to expand the same with the full discretion of the Board of Directors as created hereinafter on a non-profit basis; to participate in such charitable and philanthropic projects and activities as shall from time to time be feasible, and to do any and all manner of things as may be necessary to carry out the above activities in the Florida and such other states as the Board of Directors may determine.

SECTION 2

In order to promote the purposes of this Organization, it may acquire property by grant, gift, purchase, devise or bequest, and hold, mortgage and dispose of such property as the Organization shall require for the furtherance of the agency's purposes and not for the benefit of any individual member(s).

ARTICLE III - DUTIES OF THE BOARD

SECTION 1

The affairs of the Organization shall be administered by a Board of Directors elected by the Organization as outlined in these Bylaws. The Board shall have the responsibility of seeing that the purposes outlined in these By Laws are achieved.

The Board is authorized and empowered to delegate and assign the task of administering and implementing its decisions to an Executive Director, whose actions and activities shall be at all times subject to limitation and direction by the Board of Directors.

SECTION 2

The Board shall be responsible for employing an Executive Director who shall manage the daily operations of the agency, subject to the Supervision of the Board, in pursuit of the objectives established by the Board. The board shall be responsible for the supervision of all employees of the Organization, subject to the policies and procedures adopted by the Board of Directors. Additionally, the Executive Director shall be responsible for the day to day operation and administration of the Organization subject to limitations and restrictions imposed by the Board of Directors.

SECTION 3

The Board shall have fiduciary responsibility for all assets of the Organization. Expenditures and disbursements of organization funds may be made upon such terms as established by the Board.

SECTION 4

The Organization shall indemnify the members of the Board for all acts taken in good faith, within the scope of the Board's responsibility, and on behalf of the Organization.

SECTION 5

The Board shall be responsible for ensuring that the activities carried out under its direction are in conformity with the organizations By- Laws and Articles of Incorporation and that its tax exempt, nonprofit status is maintained.

ARTICLE IV - OFFICERS AND THEIR DUTIES

SECTION 1

The officers of the Board of Directors shall be elected from the membership of the Board and shall be Chairperson, Vice Chairperson, Secretary and Treasurer, and such other officers as the Board of Directors may by resolution create.

SECTION 2

The election of officers shall take place following the annual meeting in January, or as soon thereafter as reasonably possible.

SECTION 3

All officers of the Board of Directors shall be nominated and elected by a majority vote of the Board of Directors present at the meeting where the election is held. The officers and members of the Executive Committee can succeed themselves once elected by the organization. The term shall be held unless he/she resigns, is removed or is otherwise disqualified to serve. All officers elected shall hold office until their successors are elected and qualified.

SECTION 4

Any officer may be removed, for cause, by a two-thirds vote of the Board of Directors at any regular meeting thereof, provided that written charges against her/him shall first be presented to the Board of Directors, and the officer informed of such charges and be given an opportunity to answer and rebut such charges. Once removed, a member will not be able to again be seated on the Board of Directors without a review from the Board. Any officer may resign, by giving written notice to the Board of Directors, the Chairperson or the Secretary. Such resignation shall take effect on the date specified in the notice provided the board approves it..

A vacancy in any office shall be filled by election of a majority vote of the Board of Directors present at a meeting except that in an event of a vacancy in the office of Chairperson, the Vice-Chairperson shall automatically become Chairperson until next election is held. The elected officer shall serve for the remainder of the term of the officer she/he replaces.

SECTION 6

The duties of the officers are as follows:

a. **Chairperson** – The chairperson shall preside at all meetings of the Board and shall see that orders and resolutions of the Board are carried out. The Chairperson is authorized to co-sign checks along with either or the Vice- Chairperson, Secretary, Treasurer or Executive Director.

b. **Vice-Chairperson** – The Vice Chairperson shall act in the absence of the Chairperson and shall exercise and discharge such other duties as may be required of her/him by the Board. The Vice-Chairperson is authorized to co-sign checks along with the Chairperson, and or Secretary, Treasurer or Executive Director.

c. **Secretary** – The Secretary shall be responsible for seeing that the minutes of all meetings and proceedings of the Board are kept; shall have the authority to co-sign with the Chairperson, Treasurer or Executive Director on all checks of the Board; and shall perform such other duties as required by the Board.

d. **Treasurer** - The Treasurer shall have the authority to co-sign with the Chairperson, Secretary or Executive Director all checks of the agency. The Treasurer may be bonded; ensure an annual audit is made by a certified public accountant (if possible)at the completion of each fiscal year and at such other times as requested; and shall assist in an annual budget and a statement of income and expenditures to be presented to those in attendance at each board meeting including the annual meeting.

Conflict of Interest

SECTION 7

Each Board Member shall sign a copy of the "Conflict of Interest Disclaimer" promulgated by the Board prior to being seated to the Board of Directors. In order to ensure fair and unbiased business transactions, all Board members shall comply with the "Conflict of Interest" provisions Promulgated by the Board, prior to being seated to the Board of Directors. **Conflict of interest policy reads**: No director shall serve on the board in which he/ she has a member of their immediate family and or each board member must disclose any potential conflicts of interest in any venture, property or any other transactions associated with in which the board of directors shall vote on act upon. If there is a potential conflict of interest said member of the board must disclose it to the full board and recuse themselves from voting on the matter. Once disclosed the board shall determine the actions that must be taken to keep the conflict of interest out of the business of the organization by whatever means necessary to correctly dispose of the conflict.

ARTICLE V - MEMBERSHIP, TERMS OF OFFICE, ELECTION

SECTION 1

The membership of the Board of Directors shall be not less than three (3) nor more than seven (7) unless changed by resolution adopted by the Board of Directors. In no event shall the Board consist of less than (3) nor more than seven (7) voting members.

SECTION 2

All Board members will be those persons who subscribed to the purposes of this Organization and who shall have been elected or appointed to membership in accordance with these Bylaws.

SECTION 3

No two family members' shall serve on the board simultaneously. Immediate family is defined as follows: Husband, Wife, Mother, Father, Step Mother, Step Father, Daughter, Son, Mother-in-Law, Father-in-Law, Sister, Brother, Grandmother, Grandfather, Grand Daughter, and Grand Son.

SECTION 4

No employee of the agency may serve on the Board of Directors. Former employees of the organization shall not be eligible to serve on the Board of Directors for three (3) years after the last date of their employment by the organization. Former board members must be out of service for at least three (3) years before becoming eligible for employment with the organization.

SECTION 5

Each Board member elected or appointed shall serve a Five (5) year term on the Organization's Board of Directors and is eligible for re-election or re-appointment for a single successive Five (5) year term. After three (3) successive Five (5) year terms, each such member may not be re-elected or re-appointed to the Board of Directors for a period of One (1) year from the date of his/her last service on the board. Notwithstanding the foregoing,

SECTION 6

The Board of Directors shall have the authority to appoint all members, Elections shall be held, in accordance with state regulations, to fill vacancies as needed.

SECTION 7

The Board may, at its discretion, declare the office of a member of the Board vacant in the event such member shall be absent from three (3) consecutive regular board meetings. An excused absence is obtained when such board member provides written notification to the Chairperson or Secretary of the Board, within 72 hours prior to the meeting. The Secretary will notify the Board Member by letter of this impending action after the first unexcused absence.

SECTION 8

In the event of death, resignation or removal of any Board member, her/his successor shall be replaced in accordance with these By- Laws and said new member shall then serve for the unexpired term of her/his predecessor.

SECTION 9

Committee Chairpersons shall be a Board Member and shall be appointed by the Chairperson of the Board. Each committee shall have no less than three (3) members including its Chairperson.

SECTION 10

Allowances and Reimbursements

No Board Member shall receive any compensation, for any service, that she/he may render as a Board Member. Members shall, upon request, be reimbursed for her/his actual expenses, including mileage, travel, etc., incurred in the performance of her/his duties at the option of the Board.

ARTICLE VI - EXECUTIVE COMMITTEE

SECTION 1

The Executive Committee shall consist of the Chairperson, Vice-Chairperson, Secretary, Treasurer.

SECTION 2

The Executive Committee will be responsible for conducting the business of the Board when the Board is not in session and all actions taken must be ratified by the full Board of Directors.

SECTION 3

The Executive Committee shall not have the non-emergency authority to:

a. remove an officer or member of Board of Directors;
b. dispose of tcei assets valued in excess of $500;
c. approve the agency's annual budget; or

d. remove, hire or discipline the Executive Director;
e. Elect officers of the Board of Directors.

ARTICLE VII - MEETINGS

SECTION 1

The Board of Directors shall hold public meetings not less than four time a year or quarterly, inclusive of the annual meeting, at such place, date and hours as may be fixed by the Board. Notice of all meetings shall be provided not less than three (3) days prior to such meeting.

SECTION 2

Special or emergency meetings of the Board shall be held when called by the Chairperson of the Board, or by any three (3) Board Members. Notice of all such meetings shall be provided in accordance with Article VIII, Section 1 of these Bylaws except that said notice will be provided not less than twenty-four (24) hours prior to such meeting.

SECTION 3

A quorum of the Board of Directors shall consist of at least one-half plus one of the then seated membership. The vote, of a majority of the votes, entitled to be cast by the members present at a meeting, at which a quorum is present, is necessary for the adoption of any matter voted on by the members, unless a greater proportion is a requirement by law, the Articles of Incorporation or any provision of these By - Laws.

SECTION 4

The Board may, from time to time, create Committees which may be standing or ad hoc. The Chairperson of a Committee shall be appointed by the Board Chairperson, with the consent of the Board of Directors. Non-Board members may be selected to serve on Board Committees, but may not serve as chairpersons. No Board member may assign her/his voting responsibilities. Proxy votes of Board members shall not be allowed.

SECTION 5

All minutes of Board meetings will be transcribed and provided to the Board of Directors prior to any subsequent Board meeting. Upon reasonable request, the minutes shall be made available to the public.

SECTION 6

All meetings shall be conducted in accordance with the most recent edition of "Roberts' Rules of Order."

ARTICLE VIII - COMMITTEES

SECTION 1

All standing or ad hoc committees may be deemed necessary to carry out the business of the Organization thus may be created from time to time. The Chairperson of a committee shall be appointed by the Board Chairperson.

SECTION 2

The Standing Committee of the Board of Directors shall be as follows:

a. Executive Committee
b. Finance Committee

The members of the Finance Committee shall review all fiscal programs and activities of the agency and make recommendations to the board based on their findings. The committee will consist of three (3) members. .

ARTICLE IX - AMENDMENTS

SECTION 1

These By-Laws may be amended by a two-third (2/3) vote of the Board of Directors at any regular meeting of the organization, 14 days written notice of the proposed changes to the Board of Directors must be given.

SECTION 2

Nothing contained in these Bylaws shall be in conflict with the Articles of Incorporation.

ARTICLE X - DISSOLUTION OF CORPORATION

SECTION 1

Upon the liquidation, dissolution, or winding up of the organization, whether voluntarily or involuntarily, the assets of the Organization purchased with State or Federal funds will be disposed of in accordance with regulations set out by the funding source of the program(s) administered by TCEI, the Articles of Incorporation and the laws and regulations governing the organizations tax exempt status.

ARTICLE XI - TCEI INFORMATION

The Articles of Incorporation, By- Laws of the Board, books, records, and papers of the Board, shall at all times, upon reasonable request, during working hours, be subject to inspection by any member of the Organization, the public, or any other organization or governmental entity; whereas a reasonable fee may be charged.

These By-Laws were approved by Treasure Coast Elite Inc. Board on this _____ day of May 2017

Signed _____
Treasure Coast Elite Inc., Board President

2021 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N12000002900

Entity Name: TREASURE COAST ELITE, INC.

Current Principal Place of Business:

601 NW RAINBOW STREET
PORT ST. LUCIE, FL 34983

Current Mailing Address:

601 NW RAINBOW STREET
PORT ST. LUCIE, FL 34983 US

FEI Number: 38-3866265

FILED
Jan 11, 2021
Secretary of State
4475202244CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WILLIAMS, JABARI R
601 NW RAINBOW STREET
PORT ST LUCIE, FL 34983 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	VP
Name	WILLIAMS, JABARI R	Name	BARBER, ANTOINE J
Address	601 NW RAINBOW STREET	Address	3705 AVENUE T.
City-State-Zip:	PORT ST LUCIE FL 34983	City-State-Zip:	FORT PIERCE FL 34947

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JABARI R. WILLIAMS PRESIDENT 01/11/2021

Electronic Signature of Signing Officer/Director Detail — Date

0000046 10/25/17

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8017364948C-3	10/13/2017	10/31/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

TREASURE COAST ELITE INC
601 NW RAINBOW ST
PORT SAINT LUCIE FL 34983-1086

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 29 2017

TREASURE COAST ELITE INC
601 NW RAINBOW STREET
PORT ST LUCIE, FL 34983

Employer Identification Number:
38-3866265
DLN:
17053156336007
Contact Person:
JACOB A MCDONALD ID# 31649
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 2, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Name	Jabari Williams
Telephone Number	772-519-0308
Email Address	jabari.williams74@gmail.com
Organization Position	President
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	321-456-7056
Email Address	james.monds@gmail.com
Organization Position	Educational Director
City of Residence	Port St. Lucie
Qualifications	10 years
Professional Licenses	
Role in Project	Educational Director
% of Time Dedicated to Project	50%

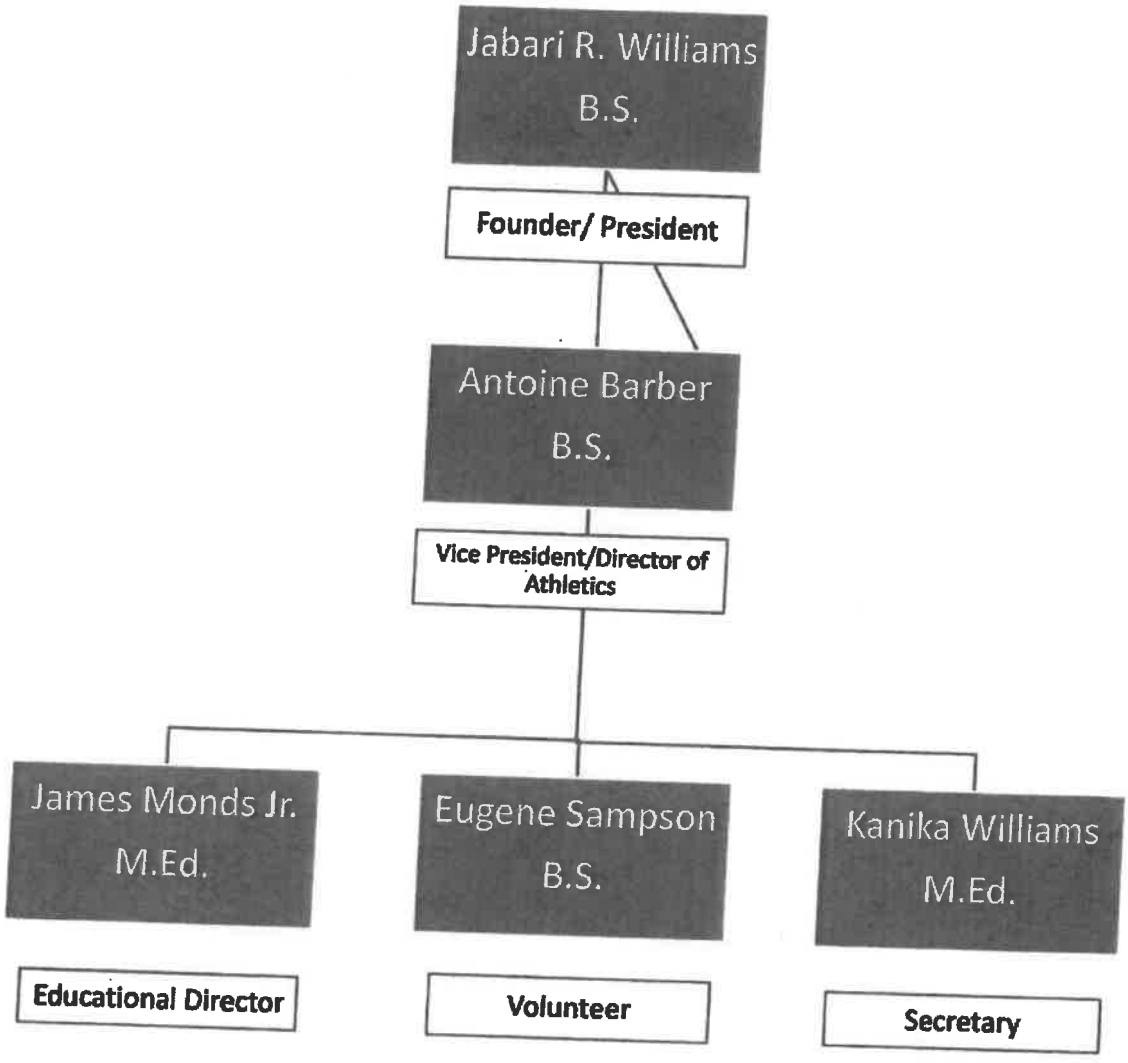
Name	Kanika Williams
Telephone Number	678-878-8696
Email Address	brannuflo@hotmail.com
Organization Position	Secretary
City of Residence	Port St. Lucie
Qualifications	11 years
Professional Licenses	Florida Teacher Certificate
K thru 6th grade	
Role in Project	Board Member
% of Time Dedicated to Project	50%

Name	Eugene Sampson
Telephone Number	321-277-4120
Email Address	egenesampson@yahoo.com
Organization Position	Volunteer
City of Residence	Sebastian
Qualifications	4 years
Professional Licenses	Certified Correctional
Probation Ofc.	
Role in Project	Board Member
% of Time Dedicated to Project	50%

Name	Sabrina Sampson
Telephone Number	772-713-8322
Email Address	bri219@comcast.net
Organization Position	Volunteer/Grants
City of Residence	Sebastian
Qualifications	3 years
Professional Licenses	
Role in Project	Educational Director
% of Time Dedicated to Project	10%

Name	Ligaya Morgan
Telephone Number	708-269-8312
Email Address	ligayamorgan0676@gmail.com
Organization Position	Volunteer
City of Residence	Port St. Lucie
Qualifications	Florida Teacher Certificate
K thru 6th grade	
Professional Licenses	
Role in Project	Educational Director
% of Time Dedicated to Project	10%

TCE Board of Directors



Treasure Coast Elite, Inc. Board Meeting
First Quarter Board Meeting January 2021

Attendees: Jabari Williams, Antoine Barber, Kanika Williams, James Monds Jr., Eugene Sampson, Nehari Crawford, Ligaya Morgan, Rashandia Johnson

Upcoming Initiatives/Action Items

- **7 on 7 Football Tournaments**
  - Provide status and updates
    - We will attend Pylon Tournament in Kissimmee, Florida on January 23-24, 2021
    - We will attend Central Florida Invitational January 30, 2021
    - We will attend Hotbed World Tournament
    - We will host Treasure Coast Elite Invitational of March 13, 2021
    - We will attend Adidas tournament. Location & Date TBA
    - How many participants
    - We have 25 players on the team for the season
    - Adding 15U team for this upcoming season

- **Summer Mega Tour**
  - How many students
    - Approximately 40-45 students
  - Date of Parent Meeting
    - April 2021. Each athlete must bring a copy of their transcript and ACT/SAT scores if taken. We will have a high school/virtual school guidance counselor on site to answer eligibility question anyone may have
  - Communications
    - Via Social Media and High school coaches

- **Finance**
  - All Board Members encouraged to share, discuss, connect on social media upcoming fundraisers
  - Board Members were asked to come out and support TCE fundraisers
  - Board Members will share fundraisers on personal social media pages
  - Discuss Board Member give or get bring ideas to next quarterly meeting

- **Upcoming Grants**
  - City of Fort Pierce
  - CSC of St. Lucie
  - Board Members approval needed both grants are requesting $5,000.00 each to cover the costs of the Summer Mega Tour
    - A vote was taken and all Board Members unanimously voted to apply for the grants to cover the costs of the Summer Mega Tour

SeacoastBank
Seacoast National Bank
P.O. Box 9012, Stuart, FL 34995-9012
800.706.9991 | SeacoastBank.com

Member FDIC

Temp-Return Service Requested
00002690-0010757-0001-0002-FIMR0005511130203573

TREASURE COAST ELITE INC
601 NW RAINBOW ST
PORT ST LUCIE FL 34983-1086

Statement of Account

Last statement: October 31, 2020
This statement: November 30, 2020
Total days in statement period: 30

4137149261 **Page 1 of 2**

Direct inquiries to:
Customer Service Center
800-706-9991

Seacoast National Bank
1901 S US Hwy 1
Fort Pierce FL 34950

00002690-0010757-0001-0002-FIMR0005511130203573(00002690)-000010759

0

Summary of Account Balance

Account	Number	Ending Balance
Free Business Checking	4137149261	$17,476.51

Free Business Checking

Account number
4137149261

Date	*Description*	*Additions*	*Subtractions*	*Balance*
10-31	Beginning balance			$21,611.43
11-04	Check 1		-3,870.00	17,741.43
11-09	#Check Card Purchase MERCHANT PURCHASE TERMINAL 449215 CASH APP WASHINGTO N 877417455 CA 4802780000960335 11-08-20		-50.00	17,691.43
11-12	#Check Card Purchase MERCHANT PURCHASE TERMINAL 449215 CASH APP RIO 877417455 CA 4802780000960335 11-11-20		-332.58	17,358.85
11-12	#Preauthorized Wd CHASE CREDIT CRD EPAY 201112		-163.71	17,195.14
11-16	#ATM Deposit	1,500.00		18,695.14
11-16	#Check Card Purchase MERCHANT PURCHASE TERMINAL 317020 PUBLIX SUPER MAR 2 517 S FORT PIER FL4802780000960335 11-16-20 9:31 AM		-379.99	18,315.15
11-20	#Check Card Purchase MERCHANT PURCHASE TERMINAL 317020 PUBLIX SUPER MAR 2 517 S FORT PIER FL4802780000960335 11-20-20 10:37 AM		-876.00	17,439.15
11-30	#Preauthorized Credit PAYPAL TRANSFER 201130	33.68		17,472.83
11-30	#Preauthorized Credit PAYPAL TRANSFER 201130	33.68		17,506.51
11-30	#Check Card Purchase MERCHANT PURCHASE TERMINAL 449215 CASH APP CURTIS WI L 877417455 CA 4802780000960335 11-29-20		-30.00	17,476.51
11-30	**Ending totals**	**1,567.36**	**- 5,702.28**	**$17,476.51**

00002690-0010757-0001-0002-FIMR0005511130203573(00002690)-000010759

SeacoastBank
Seacoast National Bank
P.O. Box 9012, Stuart, FL 34995-9012
800.706.9991 | SeacoastBank.com

Member FDIC

Temp-Return Service Requested

Number	Date	Amount	Number	Date	Amount
1	11-04	3,870.00			

00002690-0010759-0002-0002-FIMR00055111302035 73(00002690)-000010761

00002690-0010759-0002-0002-FIMR00055111302035 73(00002690)-000010761

SeacoastBank
Seacoast National Bank
P.O. Box 9012, Stuart, FL 34995-9012
800.706.9991 | SeacoastBank.com

Member FDIC

Temp-Return Service Requested
00000829-0003313-0001-0002-FIMR000551010321761 1

TREASURE COAST ELITE INC
601 NW RAINBOW ST
PORT ST LUCIE FL 34983-1086

Statement of Account

Last statement: November 30, 2020
This statement: December 31, 2020
Total days in statement period: 31

4137149261 **Page 1 of 2**

Direct inquiries to:
Customer Service Center
800-706-9991

Seacoast National Bank
1901 S US Hwy 1
Fort Pierce FL 34950

00000829-0003313-0001-0002-FIMR000551010321761(00000829)-000003315

0

Summary of Account Balance

Account	Number	Ending Balance
Free Business Checking	4137149261	$21,065.59

Free Business Checking

Account number
4137149261

Date	*Description*	*Additions*	*Subtractions*	*Balance*
11-30	Beginning balance			$17,476.51
12-01	#Preauthorized Credit Square Inc * Cash App 201201 T200316275938	100.00		17,576.51
12-02	#Check Card Purchase MERCHANT PURCHASE TERMINAL 449215 CASH APP ANTHONY S P 877417455 CA 4802780000960335 12-01-20		-40.00	17,536.51
12-03	#Preauthorized Wd CHASE CREDIT CRD EPAY 201203		-363.87	17,172.64
12-04	#ATM Deposit	3,000.00		20,172.64
12-07	#Preauthorized Credit PAYPAL TRANSFER 201207	100.74		20,273.38
12-08	#ATM Deposit	1,000.00		21,273.38
12-08	#Preauthorized Credit PAYPAL TRANSFER 201208	67.36		21,340.74
12-10	#Preauthorized Credit PAYPAL TRANSFER 201210	101.04		21,441.78
12-14	#Preauthorized Wd CHASE CREDIT CRD EPAY 201214		-159.73	21,282.05
12-21	#ATM Deposit	500.00		21,782.05
12-21	#Preauthorized Credit PAYPAL TRANSFER 201221	67.36		21,849.41
12-21	#POS Purchase POS PURCHASE TERMINAL 24570401 WAL-MART #5704 PORT ST L FL 4802780000960335 12-21-20 4:44 PM		-709.76	21,139.65

SeacoastBank
Seacoast National Bank
P.O. Box 9012, Stuart, FL 34995-9012
800.706.9991 | SeacoastBank.com

Member FDIC

Temp-Return Service Requested

Date	Description	Additions	Subtractions	Balance
12-21	#Check Card Purchase MERCHANT PURCHASE TERMINAL 449215 CASH APP PHILIP AL A 877417455 CA 4802780000960335 12-18-20		-300.00	20,839.65
12-24	#Preauthorized Credit Square Inc * Cash App 201224 T200327128079	150.00		20,989.65
12-24	#Check Card Purchase MERCHANT PURCHASE TERMINAL 449215 CASH APP EUGENE JA C 877417455 CA 4802780000960335 12-23-20		-100.00	20,889.65
12-28	#Preauthorized Credit Square Inc * Cash App 201228 T200327543478	500.00		21,389.65
12-28	#Preauthorized Credit PAYPAL TRANSFER 201228	303.12		21,692.77
12-28	#Preauthorized Wd CHASE CREDIT CRD EPAY 201228		-896.62	20,796.15
12-30	#Preauthorized Credit PAYPAL TRANSFER 201230	269.44		21,065.59
12-31	Ending totals	6,159.06	- 2,569.98	$21,065.59

00000829-0003315-0002-0002-FIMR00055101032176 11(00000829)-000003317

00000829-0003315-0002-0002-FIMR00055101032176 11(00000829)-000003317

SeacoastBank
Seacoast National Bank

Statement of Account

Last statement: December 31, 2020
This statement: January 31, 2021
Total days in statement period: 31

TREASURE COAST ELITE INC
601 NW RAINBOW ST
PORT ST LUCIE FL 34983-1086

4137149261 **Page 1 of 2**

Direct inquiries to:
Customer Service Center
800-706-9991

Seacoast National Bank
1901 S US Hwy 1
Fort Pierce FL 34950

0

Summary of Account Balance

Account	Number	Ending Balance
Free Business Checking	4137149261	$17,538.93

Free Business Checking

Account number
4137149261

Date	*Description*	*Additions*	*Subtractions*	*Balance*
12-31	Beginning balance			$21,065.59
01-04	#Preauthorized Credit PAYPAL TRANSFER 210104	471.52		21,537.11
01-04	#Preauthorized Credit PAYPAL TRANSFER 210104	370.48		21,907.59
01-04	#Preauthorized Credit PAYPAL TRANSFER 210104	268.84		22,176.43
01-04	#Preauthorized Credit PAYPAL TRANSFER 210104	134.72		22,311.15
01-04	#Preauthorized Credit Square Inc 210104P2 210104 L208589009300	87.46		22,398.61
01-04	#Check Card Purchase MERCHANT PURCHASE TERMINAL 317020 PUBLIX SUPER MAR 2 517 S FORT PIER FL480278000960335 01-04-21 11:41 AM		-2,363.00	20,035.61
01-04	#Preauthorized Wd CHASE CREDIT CRD EPAY 210104		-9.99	20,025.62
01-08	#Preauthorized Wd CHASE CREDIT CRD EPAY 210108		-24.84	20,000.78
01-19	#ATM Cash Dep Cking	700.00		20,700.78
01-19	#Preauthorized Credit Square Inc 210118P2 210119 L208592479357	120.69		20,821.47
01-19	#ATM Deposit	50.00		20,871.47
01-20	#Preauthorized Credit Square Inc * Cash App 210120 T200334866593	60.00		20,931.47

Date	Description	Additions	Subtractions	Balance
01-20	#Preauthorized Credit Square Inc * Cash App 210120 T200335010259	50.00		20,981.47
01-20	#Preauthorized Credit Square Inc * Cash App 210120 T200334932671	25.00		21,006.47
01-21	#Preauthorized Credit Square Inc * Cash App 210121 T200335495363	60.00		21,066.47
01-22	#Preauthorized Credit Square Inc * Cash App 210122 T200335933778	60.00		21,126.47
01-25	#Preauthorized Credit Square Inc * Cash App 210125 T200336129900	60.00		21,186.47
01-25	#Preauthorized Wd CHASE CREDIT CRD EPAY 210125		-3,424.20	17,762.27
01-26	#Preauthorized Credit Square Inc * Cash App 210126 T200337050002	60.00		17,822.27
01-26	#Preauthorized Credit Square Inc * Cash App 210126 T200337161316	60.00		17,882.27
01-26	#Check Card Purchase MERCHANT PURCHASE TERMINAL 449215 CASH APP RIO 877417455 CA 4802780000960335 01-25-21		-205.00	17,677.27
01-27	#Preauthorized Credit Square Inc * Cash App 210127 T200337339832	1,260.00		18,937.27
01-27	#ATM Cash Dep Cking	280.00		19,217.27
01-27	#Check Card Purchase MERCHANT PURCHASE TERMINAL 317020 PUBLIX SUPER MAR 1 851 NOFORT PIER FL4802780000960335 01-27-21 1:14 PM		-740.00	18,477.27
01-29	#Check Card Purchase MERCHANT PURCHASE TERMINAL 449215 CASH APP PHILIP AL A 877417455 CA 4802780000960335 01-28-21		-500.00	17,977.27
01-29	#Check Card Purchase MERCHANT PURCHASE TERMINAL 449215 CASH APP A G WASEE M 877 417 4 FL 4802780000960335 01-28-21		-400.00	17,577.27
01-29	#POS Purchase POS PURCHASE TERMINAL 49720096 SAMS CLUB #4972 PORT ST. FL 4802780000960335 01-29-21 4:13 PM		-38.34	17,538.93
01-31	**Ending totals**	**4,178.71**	**- 7,705.37**	**$17,538.93**

To the Grants Committee:

As a small non-profit organization Treasure Coast Elite, Inc doesn't have annual audit reports. I lieu of the requested audits you will find attached IRS financial report for the 2019 calendar year.

Respectfully yours,

Jabari R. Williams

Jabari R. Williams

Founder/President

Form **1120**
Department of the Treasury
Internal Revenue Service

U.S. Corporation Income Tax Return

For calendar year 2019 or tax year beginning _____, 2019, ending _____, 20 _____

▶ Go to *www.irs.gov/Form1120* for instructions and the latest information.

OMB No. 1545-0123

2019

A Check if:
1a Consolidated return (attach Form 851) ☐
b Life/nonlife consolidated return ☐
2 Personal holding co. (attach Sch. PH) ☐
3 Personal service corp. (see instructions) ☐
4 Schedule M-3 attached ☐

TYPE OR PRINT

Name: TREASURE COAST ELITE INC.

Number, street, and room or suite no. If a P.O. box, see instructions.: 601 NW RAINBOW STREET

City or town, state or province, country, and ZIP or foreign postal code: PORT SAINT LUCIE FL 34983

B Employer identification number: 38-3866265

C Date incorporated: 03/16/2012

D Total assets (see instructions): $ 0

E Check if: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change

Income	1a	Gross receipts or sales	1a	
	b	Returns and allowances	1b	
	c	Balance. Subtract line 1b from line 1a	1c	
	2	Cost of goods sold (attach Form 1125-A)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	
	4	Dividends and inclusions (Schedule C, line 23)	4	
	5	Interest	5	
	6	Gross rents	6	
	7	Gross royalties	7	
	8	Capital gain net income (attach Schedule D (Form 1120))	8	
	9	Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)	9	
	10	Other income (see instructions—attach statement)	10	
	11	**Total income.** Add lines 3 through 10 ▶	11	
Deductions (See instructions for limitations on deductions.)	12	Compensation of officers (see instructions—attach Form 1125-E) ▶	12	
	13	Salaries and wages (less employment credits)	13	
	14	Repairs and maintenance	14	
	15	Bad debts	15	
	16	Rents	16	
	17	Taxes and licenses	17	
	18	Interest (see instructions)	18	
	19	Charitable contributions	19	
	20	Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562)	20	
	21	Depletion	21	
	22	Advertising	22	
	23	Pension, profit-sharing, etc., plans	23	
	24	Employee benefit programs	24	
	25	Reserved for future use	25	
	26	Other deductions (attach statement)	26	
	27	**Total deductions.** Add lines 12 through 26 ▶	27	
	28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11	28	
	29a	Net operating loss deduction (see instructions) 29a		
	b	Special deductions (Schedule C, line 24) 29b		
	c	Add lines 29a and 29b	29c	
Tax, Refundable Credits, and Payments	30	**Taxable income.** Subtract line 29c from line 28. See instructions	30	
	31	Total tax (Schedule J, Part I, line 11)	31	0
	32	2019 net 965 tax liability paid (Schedule J, Part II, line 12)	32	
	33	Total payments, credits, and section 965 net tax liability (Schedule J, Part III, line 23)	33	0
	34	Estimated tax penalty. See instructions. Check if Form 2220 is attached ▶ ☐	34	
	35	**Amount owed.** If line 33 is smaller than the total of lines 31, 32, and 34, enter amount owed	35	
	36	**Overpayment.** If line 33 is larger than the total of lines 31, 32, and 34, enter amount overpaid	36	0
	37	Enter amount from line 36 you want: **Credited to 2020 estimated tax** ▶ **Refunded** ▶	37	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer _____ Date _____ ▶ PRESIDENT Title

May the IRS discuss this return with the preparer shown below? See instructions. ☐ Yes ☒ No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
DAVID L. MORGAN	DAVID L. MORGAN	09/15/2020		P00234678

Firm's name ▶ D.L. MORGAN FINANCIAL SERVICES, INC. Firm's EIN ▶ 36-4162726

Firm's address ▶ 17500 S CARRIAGEWAY DR STE C HAZEL CREST IL 60429 Phone no. (708) 957-5090

Schedule C Dividends, Inclusions, and Special Deductions (see instructions)

		(a) Dividends and inclusions	(b) %	(c) Special deductions (a) × (b)
1	Dividends from less-than-20%-owned domestic corporations (other than debt-financed stock)		50	
2	Dividends from 20%-or-more-owned domestic corporations (other than debt-financed stock)		65	
3	Dividends on certain debt-financed stock of domestic and foreign corporations		see instructions	
4	Dividends on certain preferred stock of less-than-20%-owned public utilities		23.3	
5	Dividends on certain preferred stock of 20%-or-more-owned public utilities		26.7	
6	Dividends from less-than-20%-owned foreign corporations and certain FSCs		50	
7	Dividends from 20%-or-more-owned foreign corporations and certain FSCs		65	
8	Dividends from wholly owned foreign subsidiaries		100	
9	**Subtotal.** Add lines 1 through 8. See instructions for limitations		see instructions	
10	Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11	Dividends from affiliated group members		100	
12	Dividends from certain FSCs		100	
13	Foreign-source portion of dividends received from a specified 10%-owned foreign corporation (excluding hybrid dividends) (see instructions)		100	
14	Dividends from foreign corporations not included on line 3, 6, 7, 8, 11, 12, or 13 (including any hybrid dividends)			
15	Section 965(a) inclusion		see instructions	
16a	Subpart F inclusions derived from the sale by a controlled foreign corporation (CFC) of the stock of a lower-tier foreign corporation treated as a dividend (attach Form(s) 5471) (see instructions)		100	
b	Subpart F inclusions derived from hybrid dividends of tiered corporations (attach Form(s) 5471) (see instructions)			
c	Other inclusions from CFCs under subpart F not included on line 15, 16a, 16b, or 17 (attach Form(s) 5471) (see instructions)			
17	Global Intangible Low-Taxed Income (GILTI) (attach Form(s) 5471 and Form 8992)			
18	Gross-up for foreign taxes deemed paid			
19	IC-DISC and former DISC dividends not included on line 1, 2, or 3			
20	Other dividends			
21	Deduction for dividends paid on certain preferred stock of public utilities			
22	Section 250 deduction (attach Form 8993)			
23	**Total dividends and inclusions.** Add column (a), lines 9 through 20. Enter here and on page 1, line 4			
24	**Total special deductions.** Add column (c), lines 9 through 22. Enter here and on page 1, line 29b			

Schedule J Tax Computation and Payment (see instructions)

Part I–Tax Computation

1	Check if the corporation is a member of a controlled group (attach Schedule O (Form 1120)). See instructions ▶ ☐			
2	Income tax. See instructions		2	0
3	Base erosion minimum tax amount (attach Form 8991)		3	
4	Add lines 2 and 3		4	0
5a	Foreign tax credit (attach Form 1118)	5a		
b	Credit from Form 8834 (see instructions)	5b		
c	General business credit (attach Form 3800)	5c		
d	Credit for prior year minimum tax (attach Form 8827)	5d		
e	Bond credits from Form 8912	5e		
6	**Total credits.** Add lines 5a through 5e		6	
7	Subtract line 6 from line 4		7	0
8	Personal holding company tax (attach Schedule PH (Form 1120))		8	
9a	Recapture of investment credit (attach Form 4255)	9a		
b	Recapture of low-income housing credit (attach Form 8611)	9b		
c	Interest due under the look-back method—completed long-term contracts (attach Form 8697)	9c		
d	Interest due under the look-back method—income forecast method (attach Form 8866)	9d		
e	Alternative tax on qualifying shipping activities (attach Form 8902)	9e		
f	Other (see instructions—attach statement)	9f		
10	**Total.** Add lines 9a through 9f		10	
11	**Total tax.** Add lines 7, 8, and 10. Enter here and on page 1, line 31		11	0

Part II–Section 965 Payments (see instructions)

12	2019 net 965 tax liability paid from Form 965-B, Part II, column (k), line 3. Enter here and on page 1, line 32	12	

Part III–Payments, Refundable Credits, and Section 965 Net Tax Liability

13	2018 overpayment credited to 2019		13	
14	2019 estimated tax payments		14	
15	2019 refund applied for on Form 4466		15	( )
16	Combine lines 13, 14, and 15		16	
17	Tax deposited with Form 7004		17	0
18	Withholding (see instructions)		18	
19	**Total payments.** Add lines 16, 17, and 18		19	0
20	Refundable credits from:			
a	Form 2439	20a		
b	Form 4136	20b		
c	Form 8827, line 5c	20c		
d	Other (attach statement—see instructions)	20d		
21	**Total credits.** Add lines 20a through 20d		21	
22	2019 net 965 tax liability from Form 965-B, Part I, column (d), line 3. See instructions		22	
23	**Total payments, credits, and section 965 net tax liability.** Add lines 19, 21, and 22. Enter here and on page 1, line 33		23	0

Schedule K Other Information (see instructions)

		Yes	No
1	Check accounting method: a ☒ Cash b ☐ Accrual c ☐ Other (specify) ▶		
2	See the instructions and enter the:		
a	Business activity code no. ▶ 711300		
b	Business activity ▶ SPORTS		
c	Product or service ▶ SERVICE		
3	Is the corporation a subsidiary in an affiliated group or a parent–subsidiary controlled group?		☒
	If "Yes," enter name and EIN of the parent corporation ▶		
4	At the end of the tax year:		
a	Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part I of Schedule G (Form 1120) (attach Schedule G)		☒
b	Did any individual or estate own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part II of Schedule G (Form 1120) (attach Schedule G)		☒
5	At the end of the tax year, did the corporation:		
a	Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation not included on **Form 851,** Affiliations Schedule? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below.		☒

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

b	Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below.		☒

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Country of Organization	(iv) Maximum Percentage Owned in Profit, Loss, or Capital

6	During this tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) in excess of the corporation's current and accumulated earnings and profits? See sections 301 and 316		☒
	If "Yes," file **Form 5452,** Corporate Report of Nondividend Distributions. See the instructions for Form 5452. If this is a consolidated return, answer here for the parent corporation and on Form 851 for each subsidiary.		
7	At any time during the tax year, did one foreign person own, directly or indirectly, at least 25% of the total voting power of all classes of the corporation's stock entitled to vote or at least 25% of the total value of all classes of the corporation's stock?		☒
	For rules of attribution, see section 318. If "Yes," enter: (a) Percentage owned ▶ _____ and (b) Owner's country ▶ _____		
	(c) The corporation may have to file **Form 5472,** Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business. Enter the number of Forms 5472 attached ▶ _____		
8	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
9	Enter the amount of tax-exempt interest received or accrued during the tax year ▶ $ _____		
10	Enter the number of shareholders at the end of the tax year (if 100 or fewer) ▶ _____		
11	If the corporation has an NOL for the tax year and is electing to forego the carryback period, check here (see instructions) ▶ ☐ If the corporation is filing a consolidated return, the statement required by Regulations section 1.1502-21(b)(3) must be attached or the election will not be valid.		
12	Enter the available NOL carryover from prior tax years (do not reduce it by any deduction reported on page 1, line 29a.) ▶ $ 675.		

Schedule K Other Information *(continued from page 4)*

		Yes	No
13	Are the corporation's total receipts (page 1, line 1a, plus lines 4 through 10) for the tax year **and** its total assets at the end of the tax year less than $250,000?	X	
	If "Yes," the corporation is not required to complete Schedules L, M-1, and M-2. Instead, enter the total amount of cash distributions and the book value of property distributions (other than cash) made during the tax year ► $		
14	Is the corporation required to file Schedule UTP (Form 1120), Uncertain Tax Position Statement? See instructions		X
	If "Yes," complete and attach Schedule UTP.		
15a	Did the corporation make any payments in 2019 that would require it to file Form(s) 1099?		X
b	If "Yes," did or will the corporation file required Form(s) 1099?		
16	During this tax year, did the corporation have an 80%-or-more change in ownership, including a change due to redemption of its own stock?		X
17	During or subsequent to this tax year, but before the filing of this return, did the corporation dispose of more than 65% (by value) of its assets in a taxable, non-taxable, or tax deferred transaction?		X
18	Did the corporation receive assets in a section 351 transfer in which any of the transferred assets had a fair market basis or fair market value of more than $1 million?		X
19	During the corporation's tax year, did the corporation make any payments that would require it to file Forms 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474) of the Code?		X
20	Is the corporation operating on a cooperative basis?		X
21	During the tax year, did the corporation pay or accrue any interest or royalty for which the deduction is not allowed under section 267A? See instructions		X
	If "Yes," enter the total amount of the disallowed deductions ► $		
22	Does the corporation have gross receipts of at least $500 million in any of the 3 preceding tax years? (See sections 59A(e)(2) and (3))		X
	If "Yes," complete and attach Form 8991.		
23	Did the corporation have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions		X
24	Does the corporation satisfy one or more of the following? See instructions		X
a	The corporation owns a pass-through entity with current, or prior year carryover, excess business interest expense.		
b	The corporation's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year are more than $26 million and the corporation has business interest expense.		
c	The corporation is a tax shelter and the corporation has business interest expense.		
	If "Yes," to any, complete and attach Form 8990.		
25	Is the corporation attaching Form 8996 to certify as a Qualified Opportunity Fund?		X
	If "Yes," enter amount from Form 8996, line 14 ► $		

Schedule L Balance Sheets per Books

Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1 Cash				
2a Trade notes and accounts receivable				
b Less allowance for bad debts	( )		( )	
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach statement)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10a Buildings and other depreciable assets				
b Less accumulated depreciation	( )		( )	
11a Depletable assets				
b Less accumulated depletion	( )		( )	
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization	( )		( )	
14 Other assets (attach statement)				
15 Total assets				
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach statement)				
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach statement)				
22 Capital stock: a Preferred stock				
b Common stock				
23 Additional paid-in capital				
24 Retained earnings—Appropriated (attach statement)				
25 Retained earnings—Unappropriated				
26 Adjustments to shareholders' equity (attach statement)				
27 Less cost of treasury stock		( )		( )
28 Total liabilities and shareholders' equity				

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return

Note: The corporation may be required to file Schedule M-3. See instructions.

1	Net income (loss) per books	7	Income recorded on books this year not included on this return (itemize): Tax-exempt interest $
2	Federal income tax per books		
3	Excess of capital losses over capital gains		
4	Income subject to tax not recorded on books this year (itemize):	8	Deductions on this return not charged against book income this year (itemize):
5	Expenses recorded on books this year not deducted on this return (itemize):	a	Depreciation $
a	Depreciation $	b	Charitable contributions $
b	Charitable contributions $		
c	Travel and entertainment $		
6	Add lines 1 through 5	9	Add lines 7 and 8
		10	Income (page 1, line 28)—line 6 less line 9

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)

1	Balance at beginning of year	5	Distributions: a Cash
2	Net income (loss) per books		b Stock
3	Other increases (itemize):		c Property
		6	Other decreases (itemize):
		7	Add lines 5 and 6
4	Add lines 1, 2, and 3	8	Balance at end of year (line 4 less line 7)

Smart Worksheets from your 2019 Federal Corporation Tax Return

SMART WORKSHEET FOR: Form 1120: US Corporation Income Tax Return

Filing Address Smart Worksheet

Mail return to:

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201-0012

Date	Invoice Number	Description	Amount	Discount	Net Amount
02/21/2020	2020 DOANTION	2020 DOANTION	$5,000.00	$0.00	$5,000.00

02/24/2020 TREASUR TREASURE COAST ELITE TOTAL: $5,000.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICR PRINTED BORDER

JAEM FOUNDATION, INC
324 W. NINTH STREET
CINCINNATI, OH 45202

Fifth Third Bank
13-1/420

0000058

Feb 24, 2020

Pay Five Thousand Dollars and 00 Cents $5,000.00

to the Order of:

TREASURE COAST ELITE
601 NW RAINBOW ST
PORT ST. LUCIE, FL 34983

THIS DOCUMENT CONTAINS THE SENSITIVE INK TOUCH OR STRESS TESTED. RED IMAGE WILL APPEAR WITH HEAT.

⑈0000058⑈ ⑆042000314⑆ 7024704368⑈

PROJECT LIFT

1330 SW 34th Street
Palm City, Florida 34990

772-221-2244
www.projectliftmc.com

February 1, 2021

To whom it may concern,

Board of Directors
President
Richard Martiniuk
Vice President
Michele Libman, MD
Treasurer
Henry N. Libby, J.D., LL.M
Secretary
Elizabeth Gaskin,
Kevin Bousquette
R.J. Ferraro, J.D.
Jade Smith
Merry Stoyanovich, MBA CM MiCP

Chief Executive Officer
Robert Zaccheo, LMHC, SAE

Dedicated to inspiring the lives of youth and their families through substance abuse treatment, mental health counseling, mentoring and vocational skills training.

501(c)(3) Tax Exempt
Non-profit Organization
EIN 27-3949112

Proudly Funded by:

CHILDREN'S SERVICES COUNCIL MARTIN COUNTY
"INVESTING IN OUR FUTURE"

United Way
United Way of Martin County

MARTIN COUNTY COMMUNITY FOUNDATION

Over the past several year I have had the absolute pleasure of getting to know Jabari and his team of coaches at Treasure Coast Elite seven on seven football. This team is one of the most unique programs on the treasure coast. As the CEO of a Local Non-Profit I believe that helping young men in our community understand themselves through sports and local assets is the key to living a dignified and Productive life. Coach Jabari and the Treasure Coast Elite team exemplify this standard….

Many of the youth they work with are talented athletes with very little assets at home or in the community. Every year a very special group of young men are selected to participate. This team personifies high expectations, character, integrity and goal setting. The young men, many of whom have never traveled outside of the Treasure Coast, have an opportunity to have weekly structured character building activities that include travel all over the country playing competitively. These Tournaments provide opportunities for the youth to match up against other talented athletes around the country and be noticed by Coaches at the University Levels.

With mentoring and asset building at the core of everything they do, Treasure Coast Elite provides a super bowl style trip during the summer. This trip targets over a dozen universities with access to hundreds of programs that have the potential of providing athletic scholarships and an opportunity for higher education….

I have truly never seen a more dedicated group of mentors and Coaches who care more deeply for the successes of some of the most asset starved populations of the Treasure Coast. I strongly recommend this organization for funding. Having personally seen Treasure Coast Elite turn kids around and help them think about their future, I have no doubt that you will be pleased with approving their request for funding.

It would be a pleasure to speak personally with your board if you are in need of additional information. You can contact me at 772-221-2244.

Kind Regards,
Bob Zaccheo

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January 22, 2021

To whom it may concern;

I am writing to highly recommend funding to the Treasure Coast Elite program so that they will be able to continue to help keep our youth involved in meaningful activities. Treasure Coast Elite football program offers an organized competitive outlet to young male athletes that love the game of football. The coaching staff also play the role of mentors and stand in parents on occasions. This program is the only 7 v 7 group in the Treasure Coast area, which nowadays is the route to go to enhance chances of competing on a college level.

My personal knowledge of this group came about because I have two sons that benefited from this organization. The football program gave them another platform to expose their talents and because of it, they were able to obtain college scholarships.

With proper funding to this program they will be able to grow and expand which will help them be able to reach more young men and develop more teams and enter more competitions. Treasure Coast Elite football program travel to compete which gives these young men a way to experience different cities and hotels and food establishment. Without this program so many young men that love football would not be exposed to bigger platforms to help them achieve their dreams.

Respectfully submitted,
Nerissa Martin
2701 Tropic Blvd, Fort Pierce, FL 34946
772-519-3910

January 20, 2021

I am writing in support of the Treasure Coast Elite Program. I have watched this program change many young men lives throughout the Treasure Coast. Jabari Williams has shown great passion about making a difference in his community.

However, this program has given my son and many other young men an opportunity to travel outside of St. Lucie County and visit many colleges and participate in several football camps throughout the United States. I have seen a difference in my son life this summer when he had the opportunity to travel with Treasure Coast Elite program on the summer football camps. In which he receive many offers from those camp and has selected one for his college choice to play football. I am grateful that he had the opportunity with this program.

Jabari and his team have groomed these young men to be able to be men and learn how to be responsible for their actions. This program is needed to help save the village that we are losing today. I support Treasure Coast Elite in everything they are doing in this community.

Thank you

Sharonda Johnson

772-323-1501

Forty Treasure Coast college football players hitting the road to visit colleges this week

Jon Santucci, Treasure Coast Newspapers Published 6:11 p.m. ET May 31, 2019

Buy Photo



Treasure Coast's Joey Fleurjuste runs the ball in the fist half of their game against Cocoa at South County Stadium on Friday, August 31, 2018 in Port St. Luce. Fleurjuste is one of 40 players going on the Treasure Coast Elite Bus Tour to visit college campuses. *(Photo: HOBIE HILER/SPECIAL TO TCPALM)*

St. Lucie West Centennial defensive end/outside linebacker Jamari Stewart is hoping to get some clarity on his college future this week.

The rising senior, ranked No. 3 on the TCPalm Super 11, is one of 40 area high school football players going on the Treasure Coast Elite Bus Tour, which will visit 12 college campuses and participate in four camps.

"I'm ready," Stewart said. "Most of the schools we're going to see, I've got offers from. It's a good way to see what they have to offer.

"That's the most important part. You can't just commit if you've never been on campus. Even if its just a short amount of time, I feel like its going to help my decision at the end."

More: Revealing No. 3 on the pre-spring TCPalm Super 11 (https://www.tcpalm.com/story/sports/high-school/football/2019/04/19/revealing-no-3-pre-spring-tcpalm-super-11/3502755002/)

The bus leaves the Treasure Coast on Monday is set to return Sunday. Treasure Coast Elite coach Jabari Williams has scheduled several college stops, including Florida, Auburn, Georgia Tech, North Carolina and South Carolina.

It's the second year Williams has scheduled the bus tour, which stopped at 10 colleges in 2018.

"The reason we do it is to get our kids as much exposure as possible and get them in front of as many coaches as possible," Williams said. "You want the kids to see their environment — that can enhance their recruitment. You want them to see the culture and they might not see that campus unless they are on an official visit or just going with their parents or a family member.

"The kids last year, they loved it. They loved the experience and getting to meet all the college coaches that they worked out in front of. They were ecstatic about that."

Several area players picked up college offers on last year's tour; Williams is expecting similar results this year.

The players are attending camps at Mercer, LaGrange College, North Carolina A&T and North Carolina.

Going to camps on campus allows players the opportunity to be seen by more coaches, as opposed to spring football practices when a college might send a position coach to see what a high school has to offer.

"It's pretty awesome being able to have an opportunity like this and to be able to experience some of these schools and get exposure and have coaches willing to help us like that," Jensen Beach rising senior safety Liam Zaccheo said. "It's pretty awesome and I'm excited.

"It is kind of like an audition. For me, I just want to continue to play football. That's the biggest thing."

Treasure Coast Elite Bus Tour

What: Forty high school football players from Indian River, Martin, Okeechobee and St. Lucie counties are visiting 12 college campuses.

When: May 3-9

Scheduled stops: Florida, Mercer, Auburn, Georgia State, Georgia Tech, Lagrange, North Carolina-Central, Wake Forest, North Carolina A&T, North Carolina Central, North Carolina, South Carolina

College offers and exposure make Treasure Coast Elite Bus Tour 'very successful'

Jon Santucci, Treasure Coast Newspapers Published 3:52 p.m. ET June 10, 2019 | Updated 9:10 a.m. ET June 11, 2019



Forty prep football players from Indian River, Martin, Okeechobee and St. Lucie counties went on the Treasure Coast Elite Bus Tour last week. *(Photo: PHOTO CONTRIBUTED BY JABARI WILLIAMS)*

Jabari Williams still feels a bit sleep deprived after spending a week on a bus with 40 high school football players, but he doesn't hesitate when asked if he'll do it again next year.

"Oh, yes," said Williams, the Treasure Coast Elite 7-on-7 coach. "Most definitely."

The Treasure Coast Elite Bus Tour featured players from Indian River, Martin, Okeechobee and St. Lucie counties. The bus stopped at a dozen college campuses, including four camps, which resulted in several area student-athletes getting offers and invaluable exposure.

More: Forty Treasure Coast college football players hitting the road to visit colleges this week (https://www.tcpalm.com/story/sports/high-school/football/2019/05/31/40-prep-football-players-set-visit-colleges-week/1288911001/)

Williams gave TCPalm his thoughts on the tour, the colleges that made the best impressions and which players made a statement during workouts.

Q: Overall, how did it go?

A: I think the tour went great. The reason being, my goal was to get at least 15 kids to get an offer. You know not everyone is going to get an offer, but we networked with a lot of coaches and I think by the end of their senior year that goal will be accomplished.

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You have to move around at these camps and network for these kids. If you're not standing out and standing next to those coaches saying, 'Hey coach, this is my kid,' you're missing out. It was a lot of that. That's the main thing is networking with the coaches and get those kids looked at. I think it was very successful.

Q: You visited several Power 5 programs, which one made the best impression?

A: The kids, as far as touring the schools, the kids really liked Georgia Tech and they were in awe with South Carolina on Sunday. GT was the No. 1 school. When we got off the bus, the whole entire staff was there waiting for us. They were in a line and they were shaking our hands. Everyone on staff was there.

The energy that they had in the meeting room was amazing. You may have seen the tweet of us dancing there. That's how they start their meetings every day – music, kids dancing, coaches dancing. It was by the best with the energy.



South Carolina's facility was great. The head strength and conditioning coach gave us 30 minutes and gave tips on their bodies, powerlifting, squats, and then each position group got a private lecture from one of the strength and conditioning coaches. Their indoor facilities were by far the best we'd seen.

Q: Was their one rising senior that really helped themselves with their performances at camps?

A: That's hard. (Treasure Coast offensive lineman) Cody Olsen stood out. That guy is a stud. By far, he's probably one of the best linemen. If someone is better than him on the Treasure Coast, they have to show me something.

Treasure Coast Elite
@tcelite7on7

Cody Olsen !! 2020 @cody_olsen56



24 8:52 PM - Jun 6, 2019

See Treasure Coast Elite's other Tweets

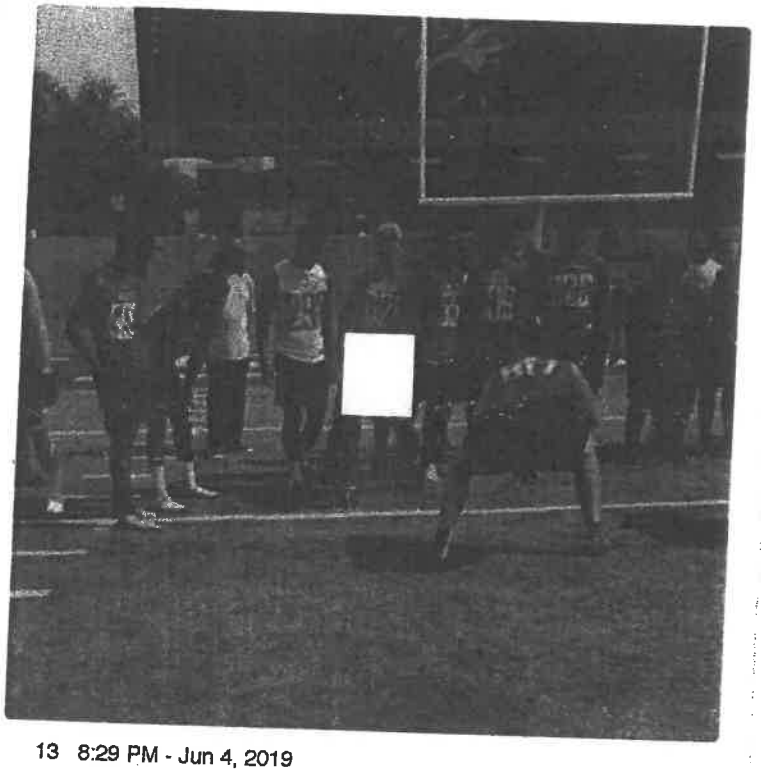
Of course, (St. Lucie West Centennial defensive end/outside linebacker) Jamari (Stewart) did well. (Treasure Coast defensive end) Xavier (Correa) did good at the North Carolina camp. He did very well.

(Vero Beach defensive lineman) James Johnson did really well, too. A lot of schools said that he didn't have a lot of film of him. He had like a minute of film at defensive end because (Vero Beach) rotated a lot and they had studs last year. They saw that he moved really well for his size. He had a lot of quickness. Most want to see him at D-tackle. They like his athleticism and he's a high academic kid.

I think he'll pick up four or five more offers from this tour when its all said and done. If he doesn't, it would be a great surprise to me.

Treasure Coast Elite
@tcelite7on7

James Johnson !! 2020 @JamesLaflare



13 8:29 PM - Jun 4, 2019

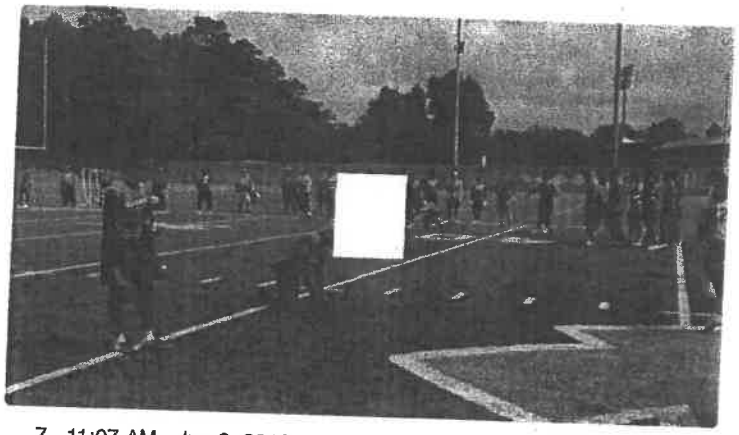
See Treasure Coast Elite's other Tweets

Q: Vero Beach defensive end Keanu Koht and Kamari Wilson both picked up SEC offers, but was there another underclassman that did well for himself?

A: (Port St Lucie rising sophomore defensive back) James Monds held his own. He got in there and he competed. He wasn't afraid to go and he didn't get beat that much being a 2022 kid. He just has to gain weight. He had the speed to keep up with the guys out there.

Treasure Coast Elite
@tcelite7on7

JAMES MONDS !! 2022 @MondsJames



7 11:07 AM - Jun 9, 2019

See Treasure Coast Elite's other Tweets

Received
FEB 05 2021
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.**

==========

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
__ Lower Income Senior Citizens
__ Elderly
__ Homeless
X Lower Income Youth
__ Other _____

__ Illiterate Adults
__ Migrant Farm Workers
__ Persons with HIV/AIDS
__ Severely Disabled Adults
__ Severely Disabled Children/Youth

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

2020-2021 PUBLIC SERVICE GRANT APPLICATION

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: 772-489-3234 Email Address: jcruzfla@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 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@cityofortpierce.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)

All participating sponsors must inform potential participants of the availability of the SFSP. In addition, all sponsors and their sites are required to:

- display in a prominent place at the site and in the sponsor's office, the nondiscrimination poster developed by USDA or approved by FNS;
- make reasonable efforts to provide information in the appropriate translation concerning the availability and nutritional benefits of the program;
- make program information available to the public upon request;
- include the nondiscrimination statement, and instructions for filing a complaint, in their public release and in any program information directed to parents of participants and potential participants;
- ensure that meals are served to all attending children, regardless of their race, color, national origin, sex, age, or disability; and
- ensure that all children have equal access to services and facilities at the site regardless of race, color, national origin, sex, age or disability.

ARTICLES OF INCORPORATION

OF

TREASURE COAST FOOD BANK, INCORPORATED

ARTICLE I

The name of the corporation shall be Treasure Coast Food Bank, Incorporated, and it's principal place of business shall be in the County of St. Luice, and State of Florida.

FILED
1988 MAY 11 AM 53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE II

Duration

This Corporation shall exist perpetually unless dissolved sooner according to law.

ARTICLE II

Objects and Purposes

Section 1. This corporation is organized and shall be operated exclusivley for religious, education and charitable purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code 1954 (or the corresponding provision, the making of distributions to organization that qualify as exempt organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). The primary objects and purposes of this corporation shall be to help aid in emergency food needs and other personal needs of local persons and reduce food costs of charities by providing them with surplus or salvage food.

Section 2. In furtherance of the aforesaid objects and purposes and in order to provide funds therefore, the corporation shall have the capacity and power to do any and all things necessary and appropriate to accomplish thoses purposes, including without limitation, to:

(a) Raise funds by soliciations, business enterprises or borrowing.

(b) Accept and receive contributions of services, and money and property of every kind or description by gift, subscription, devise, bequest, or otherwise.

(c) Buy, build, lease, sell mortgage, manage or otherwise deal with real and personal property.

(d) Enter into contracts or agreements of any kind.

(e) To hold, invest, reinvest and manage money and property and to use the principal and income thereof.

(f) To borrow money and execute and issue promissory notes, bonds, debentures and other evidence of indebtedness, from time to time, for any lawful corporate purpose and to mortgage, pledge, and otherwise charge any and all of its property and other assets to secure the payment thereof.

(g) To do all and everything necessary, suitable and proper for the accomplishment of any of the objects or purposes hereinbefore mentioned, either alone or in association with individuals, charitable organizations, associations, partnerships or other corporations, including federal, state and county and municipal bodies and authorities in general.

(h) To do any and all things which a natural person could do or which may now or hereafter may be authorized by law, and it is the intention that the foregoing enumeration of specific powers shall not be held to limit or restrain in any manner general powers of this corporation as conferred by law.

Section 3. Notwithstanding and other provisions of these Articles:

(a) The corporation shall not engage in any activity not permitted to be carried on (i) by a corporation exempt from Federal Income Tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), or (ii) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

(b) The Corporation shall not engage in activities which influence legislation by propaganda or otherwise, and shall not directly or indirectly participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

(c) No part of the net earnings of the corporation shall inure in whole or in part to the benefit of or be distributable to any officer, director, or private individual; provided, however, that reasonable compensation may be paid for services rendered to the corporation in furtherance of its purposes and that reasonable payments and distributions

may be made in furtherance of the purposes of this corporation.

(d) The corporation shall not own or hold more real property than is reasonably necessary to carry out the objects of the corporation.

Section 5. No officer, director, or private individual of this corporation shall posses any property right in or to the property or assets of this corporation. In the event of the liquidation, dissolution or winding up of affairs of this corporation, for reason, all of the properties and assets of the corporation, after the payment of creditors, which are not otherwise disposed of and not subject to any trust, shall be transferred, exclusively for the purposes of the corporation, to one or more Florida religious, educational or charitable organizations which at the time shall qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). Such organization or organizations may be selected by the vote of not less that two-thirds (2/3) of the members of the Board of Directors present at a meeting called for that purpose, a quorum of the directors being present at that meeting. Any properties and assets not so transferred shall be disposed of by the Courts of Judicial Authority in and for the county in which the principal office of the corporation is then located, exclusively for religious, educational or charitable purposes or to such organization or organizations, as said Courts shall determine, which are organized and operated exclusively for such purposes.

ARTICLE IV
DIRECTORS

Section 1. The corporate powers of thds corporation shallbe vested in, and the affairs of this corporation shall be conducted by a Board of Directors composed of not less that three(3) nor more than twenty-one (21) directors, who shall serve as elected to a term of three (3) years and for not more thantwo (2) consecutive terms. Vacancies on the Board of Directors shall be filled by appointment made by the remaining directors; a majority vote of thedirectors present shall be sufficent to elect , and the director so elected shallserve the reminding term of the director who is being replaced, if such is the case; otherwise the director shall serve such term as indicated by the Board.

Section 2. The Board of Directors shall have the power to adopt, amend and rescind By-Laws, to have such powers are set forth in the By-Laws, and to make all rules and regulations expedient for the management of the affairs of the corporation.

Section 3. The Board of Directors may create an Executive Committe and such other committees as may be necessary and discharge such power and duties consistent with these Articles as may be delegated to them by the Board of Directors and/or the By-Laws. The Board of Directors may also appoint an Advisory Committe composed of interested persons, who through their special ability, knowledge and/or skill, may assist and counsel with the Board of Directors, except that member of the Advisory Committee have no vote on any matter related to the business of the corporation.

Section 4. The names and addresses of the three (3) members constituting the first Board of Directors, who, subject to the By-Laws and these Articles of Incorporation, or until their successors are duly elected and qualified, shall be:

Betty F. Goying	Indian River Community Mental Health Center, Inc. 714 Avenue H Fort Pierce, Fl. 34950 (407)468-4072
Rev. Carl Junker	5974 South Riverboat Drive #530 Stuart, Fl. 34997 (407) 465-6021
James W. Piowaty	8005 South Indian River Drive Fort Pierce, Fl. 34982 (407) 461-6589

Section5. The names and adresses of the subscribers to these Articles of Incorporation are:

Betty F. Goying	Indian River Community Mental Health Center, Inc. 714 Avenue H Fort Pierce, Fl. 34950 (407) 468-4072
Rev. Carl Junker	5974 South Riverboat Drive #530 Stuart, Fl. 34997 (407) 465-6021
James W. Piowaty	8005 South Indian River Drive Fort Pierce, Fl. 34982 (407) 461-6589

Section 6. Subject to future changes in the By-Laws, vacancies on the Board of Directors and any advisory committee may be filled by nominations from the Board and

election from those nominated shall be by a majority vote of the Board. Any person 21 years of age or older may be nominated for membership, provided, that he or she is a resident of the State of Florida.

ARTICLE V
OFFICERS

The officers of this corporation shall be a President, Vice-President, Secretary, and Treasurer, and such other officers as shall from time to time be designated in the By-Laws or by the Board of Directors at its organizational meeting following commencement of this corporation and shall hold office until their successors are elected and qualified. Any two (2) of the above enumerated offices may be held by one and the same person except the offices of President and Vice-President.

The names and addresses of the first officers of this corporation are:

Betty F. Goying	President Indian River Community Mental Health Center, Inc. 714 Avenue H Fort Pierce, Fl. 34950 (407) 468-4072
Rev. Carl Junker	Vice-President 5974 South Riverboat Drive #530 Stuart, Fl. 34997 (407) 465-6021
James W. Piowaty	Secretary-Treasurer 8005 South Indian River Drive Fort Pierce, Fl. 34982 (407) 461-6589

ARTICLE VI

Corporate Liability

The highest amount of indebtedness to which this corporation shall at any time subject itself shall not exceed One-hundred Thousand Dollars ($100,000.00).

ARTICLE VII

Private Property Exempt

The private property of Directors, officers, committee members, employees, and any other members of this corporation shall be forever exempt from all corporate debts and obligations.

ARTICLE VIII

AMENDMENT

Section 1. These Articles of Incorporation may be amended by the affirmative vote of a majority of the directors present at a meeting called for that purpose, provided that in no event shall Section 3 and 5 of Article III, hereof, be altered or amended in any manner whatsoever.

Section 2. Notice of any proposed amendment or amendments shall be given by written notice to the director at least ten (10) days prior to said meeting.

Section 3. Amendments shall be signed and acknowledged by the President and attested by the Secretary of this corporation and shall be filled, recorded and published as requirements may dictate.

ARTICLE IX

Indemnity of Directors and Officers

This corporation shall indemnify any and all of the directors or former directors of the corporation, their personal representatives and heirs, and the Board of Directors may in its sole discretion determine to indemnify any and all of the officers and employees, or former officers and employees, of the corporation, their personal representatives and heirs, against expenses incurred by them or judgments or penalties rendered or levied against any such person, in a legal action of any type brought against any such person for acts or omissions alleged to have been committed by any such person while acting within the scope of his employment as officer, director, or employee of this corporation; provided, that in all cases the Board of Directors shall determine in good faith that such person did not act, fail or refuse to act willfully or with gross negligence or with fraudulent criminal intent withregard to the matter involved in the action. If a person is both director and an officer, but not an officer alone, then he shall be entitled to imdemnity only if the Board of Directors shall so determine. The term "expenses" as used here include all obligations incurred by such person for

the payment of without limitation, legal fees and amounts paid in settlement of any such action. A judgment or conviction (whether based on a guiltyor nolo contendere or its equivalent) shall not be conclusive as to whether the person against whom judgment is rendered did not act or failed to act, or refused to act, willfully or with gross negligence, or with fraudulent orcriminal intent with regard to the matter involved in the action. Any determination with respect to indemnity shall be by resolution adopted by a majority of the Board of Directors, excluding from such majority any directors who have incurred expenses, judgments or penalties in connection with such action. The right of indemnification as provided in these Articles shall not be exclusive of any other right which such director, officers and employees of the corporation, and the other person above mentioned, amy have or hereafter acquire. A member of the Executive Committeeor any other committee appointed by the Board of Directors shall have to right of indemnification as a director with respect to alleged acts or omissions by him as a member of such committee.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 17 day of FEBRUARY, 1989.

Betty F. Goying
BETTY F. GOYINGS

Carl Junker
REV. CARL JUNKER

James W. Piowaty
JAMES W. PIOWATY

FILED
89 MAY 9 AM 9:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA)
COUNTY OF St. Lucie)

I HEREBY CERTIFY that before me, the undersigned authority this day personally appeared BETTY F. GOYING, REV. CARL JUNKER, and JAMES W. PIOWATY, who are known to me to be the persons described in and who subscribed the foegoing Articles of Incorporation, and each of whom acknowledged that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of February, 1989

Sylvia A. Allen
My Commission Expries 4/25/91

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON PROCESS BE SERVED.

FIRST: That TREASURE COAST FOOD BANK, INCORPORATED, desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Fort Pierce, State of Florida, has named BETTY F. GOYING , located at 714 Avenue H, Fort Pierce, Florida 34950, as its agent to accept service of process within Florida.

SIGNATURE Betty F. Goying
Corporate Officer

TITLE President Board of Director

DATE Feb 17, 1989

Having been named to accept service of process for the aboved stated corporation, a the place designated in this Certificate, I hereby agree in this capacity, and I further agree to comply within the provisions of all statutes relative to the proper and complet performance of my duties.

SIGNATURE Betty F. Goying
Resident Agent

DATE Feb. 17, 1989

FILED
1989 MAY 11 AM 9:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248219411
June 01, 2015 LTR 4168C 0
65-0123281 000000 00
00019622
BODC: TE

TREASURE COAST FOOD BANK
INCORPORATED
401 ANGLE RD
FORT PIERCE FL 34947

602

Employer Identification Number: 65-0123281
Person to Contact: Laura A. Botkin
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 20, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in January 1990.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248219411
June 01, 2015 LTR 4168C 0
65-0123281 000000 00
00019623

TREASURE COAST FOOD BANK
INCORPORATED
401 ANGLE RD
FORT PIERCE FL 34947

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

Treasure Coast Food Bank
Board of Directors: 2020

Executive Board

Chairman
ED SKVARCH
University of Florida/IFAS Extension
St. Lucie County

Vice Chairman
KARL ZIMMERMANN
SLC Commercial
Indian River County

Secretary
PETE TESCH
Economic Development Council of St. Lucie County
St. Lucie County

Treasurer
MITCH HALL
Wal-Mart Distribution Center #7038
St. Lucie County

Immediate Past President
MIGUEL COTY
Cleveland Clinic Martin Health
Martin County

Directors

Director At-Large
DOUGLAS SHERMAN
Bank of America
Martin County

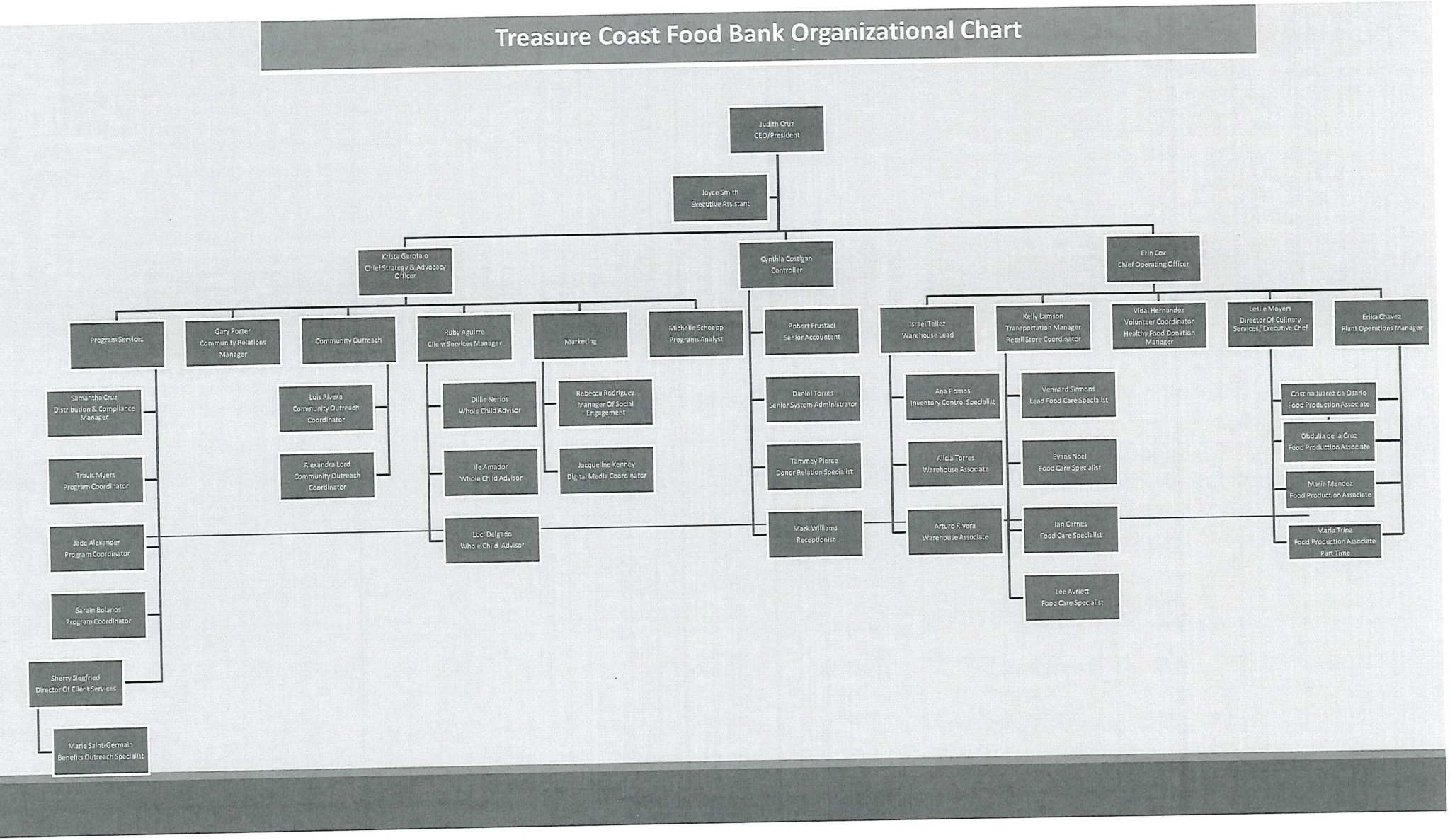
DAVID JACKSON
Office of Congressman Bill Posey (FL-8)
Indian River County

MARK SATTERLEE
St Lucie County Board of Commissioners
St. Lucie County

MAJOR BRIAN HESTER
St. Lucie County Sheriff's Office
St. Lucie County

PEGGI PETTIT
VITAS Healthcare
Martin County

Treasure Coast Food Bank Organizational Chart



February 3, 2021

TREASURE COAST FOOD BANK

MEMBER OF FEEDING AMERICA

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

Dear Members of the Communitywide Council:

I am writing to provide Treasure Coast Food Bank's Board of Directors' authorization for the organization to apply for the 2020 Public Service Grant Opportunity.

Our Board of Directors appreciates past support from the City for Treasure Coast Food Bank's annual Summer Feeding Program, a project that most magnanimously reflects our mission to alleviate hunger in the City of Fort Pierce, in St. Lucie County, and throughout all parts of the Treasure Coast.

In 2021, we are committed to expanding the program to new sites and thus reaching youth who will most benefit from such a program. We are equally proud of our capacity to provide fresh and nutritious meals that will entice youth of all ages.

Please give this grant proposal your most thoughtful consideration.

Sincerely,

Ed A Skvarch

Ed Skvarch
Board Chair, Treasure Coast Food Bank Board of Directors

401 Angle Road, Fort Pierce, FL 34947
tel 772.489.3034 • fax 772.489.5673
stophunger.org



CenterState Bank of Florida
PO Box 9602
Winter Haven FL 33883
Telephone: 855-863-2265
24 Hour Inquiry: 888-292-7005
Internet: www.centerstatebank.com

TREASURE COAST FOOD BANK, INC.
401 ANGLE RD
FORT PIERCE FL 34947-2528

Account Number: 1011368
Statement Date: 11/30/20
Checks/Items Enclosed: 52
49

South State Bank and CenterState Bank, N.A. have merged to become
South State Bank, N.A. Please visit bankingforward.com to learn more.

SUMMARY OF ALL ACCOUNTS

CHECKING 1,934,794.23

COMMUNITY FIRST CHECKING TREASURE COAST FOOD BANK, INC. Acct 1011368

Beginning Balance	11/01/20	2,721,676.32	
Deposits / Misc Credits	108	633,910.06	
Withdrawals / Misc Debits	102	1,420,792.15	
** Ending Balance	11/30/20	1,934,794.23	**
Service Charge		.00	
Minimum Balance		1,865,297	
Enclosures		52	

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
11/02	2,648.19		BENEVITY FUND/DONATION
			TREASURE COAST FOOD BA
11/02	987.64		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/02	777.51		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/02	455.17		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/02	107.89		Square Inc/201102P2
			Treasure Coast Food Ba
11/02	17,497.00		Merchant Capture Deposit
11/02	675.00		Merchant Capture Deposit
11/03	881.56		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA

CenterState

CenterState Bank of Florida
PO Box 9602
Winter Haven FL 33883
Telephone: 855-863-2265
24 Hour Inquiry: 888-292-7005
Internet: www.centerstatebank.com

TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 11/30/20

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
11/03	152.50		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
11/03	144.90		PAYPAL/TRANSFER
			TREASURE COAST FOOD BA
11/03	7,288.00		Merchant Capture Deposit
11/03	27.90		Merchant Capture Deposit
11/04	1,500.00		FIDELITY INVESTM/GrantPaymt
			TREASURE COAST FOOD BA
11/04	1,153.95		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/04	6,289.70		Merchant Capture Deposit
11/05	127.00		Deposit
11/05	100.00		Deposit
11/05	1,969.20		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/05	482.00		FACEBOOK PAYMENT/BB8BXC4FPA
			RMR*IK*FACEBOOK PAYOUT BB8BXC4FPA\
			TREASURE COAST FOOD BA
11/05	400.00		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
11/05	16,860.00		Merchant Capture Deposit
11/06	12,361.45		STATE OF FLORIDA/PAYMENTS
			TREASURE COAST F
11/06	1,914.13		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/06	35.00		HCA CARING FOR T/CORPORATE
			TREASURE COAST FOOD BA
11/09	4,401.53		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/09	1,839.12		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/09	1,242.08		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA

CenterState Bank of Florida
PO Box 9602
Winter Haven FL 33883
Telephone: 855-863-2265
24 Hour Inquiry: 888-292-7005
Internet: www.centerstatebank.com

TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 11/30/20

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
11/09	200.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
11/09	100.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
11/09	4,367.00		Merchant Capture Deposit MERCHANT BANKCD/DEPOSIT
11/10	6,231.20		TREASURE COAST FOOD BA AMZNIN0AMHVE/AmazonSmil payments.amazon.com ID#78YMBY68CA20T16
11/10	110.30		Treasure Coast Food Ba FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
11/10	50.00		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
11/12	8,487.96		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
11/12	4,790.04		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
11/12	1,000.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
11/12	10.00		Merchant Capture Deposit
11/12	37,812.00		Merchant Capture Deposit
11/12	16,313.00		Merchant Capture Deposit
11/12	162.61		Merchant Capture Deposit
11/12	131.59		Merchant Capture Deposit
11/12	109.46		MERCHANT BANKCD/DEPOSIT
11/13	2,996.44		TREASURE COAST FOOD BA UNITED WAY IRC/FY 2020-21
11/13	1,666.67		TC FOOD BANK UNITED WAY LEE/ACH
11/13	791.67		MONTHY ALLOCATION TREASURE COAST FOOD B

CenterState Bank of Florida
PO Box 9602
Winter Haven FL 33883
Telephone: 855-863-2265
24 Hour Inquiry: 888-292-7005
Internet: www.centerstatebank.com

TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 11/30/20

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
11/13	200.00		FIDELITY INVESTM/GrantPaymt
			TREASURE COAST FOOD BA
11/13	35.00		THE HCA FOUNDATI/CORPORATE
			TREASURE COAST FOOD BA
11/13	25.00		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
11/13	6,947.47		Merchant Capture Deposit
11/16	46,000.00		STATE OF FLORIDA/PAYMENTS
			TREASURE COAST F
11/16	2,311.94		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/16	2,121.34		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/16	1,763.95		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/16	1,419.09		St. Lucie School/AP INV
			TREASURE COAST FOOD BA
11/16	525.50		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
11/16	200.00		NETWORK FOR GOOD/CORP PMT
			TREASURE COAST FOOD BA
11/16	100.00		FIDELITY INVESTM/GrantPaymt
			TREASURE COAST FOOD BA
11/16	50.00		WELLS FARGO FOUN/CORPORATE
			TREASURE COAST FOOD BA
11/17	6,440.95		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/17	60.00		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
11/18	2,164.62		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/18	1,052.75		NEXTERA ENERGY,/CORPORATE
			TREASURE COAST FOOD BA

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Internet: www.centerstatebank.com

TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 11/30/20

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
11/18	650.00		FIDELITY INVESTM/GrantPaymt
			TREASURE COAST FOOD BA
11/18	510.00		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
11/19	4,221.01		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/19	1,039.90		STATE OF FLORIDA/PAYMENTS
			TREASURE COAST F
11/19	700.00		FIDELITY INVESTM/GrantPaymt
			TREASURE COAST FOOD BA
11/19	39,275.18		Merchant Capture Deposit
11/19	29,710.00		Merchant Capture Deposit
11/19	1,940.00		Merchant Capture Deposit
11/19	15.48		Merchant Capture Deposit
11/20	81,250.00		FEEDING AMERICA/11.19MAIN
			TREASURE COAST FOOD BA
11/20	5,800.37		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
11/20	5,000.00		FEEDING AMERICA/11.19MAIN
			TREASURE COAST FOOD BA
11/20	2,000.00		Dayton Foundat65/Dayton
			Treasure Coast Food Ba
11/20	1,500.00		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
11/20	482.35		Square Inc/201120P2
			Treasure Coast Food Ba
11/20	375.00		FACEBOOK PAYMENT/BB8HUGQGD1
			RMR*IK*FACEBOOK PAYOUT BB8HUGQGD1\
			TREASURE COAST FOOD BA
11/20	24,294.71		Merchant Capture Deposit
11/20	65.25		Merchant Capture Deposit
11/23	7,384.66		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA

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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 11/30/20

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
11/23	6,336.47		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
11/23	5,573.77		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
11/23	2,250.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
11/23	25.50		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
11/23	22,101.96		Merchant Capture Deposit
11/24	6,849.62		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
11/24	250.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
11/24	250.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
11/24	25,663.15		Merchant Capture Deposit
11/25	1,076.00		Deposit
11/25	330.00		Deposit
11/25	270.00		Deposit
11/25	25,124.86		CSCMC/PAYABLES TREASURE COAST FOOD BA
11/25	16,562.76		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
11/25	500.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
11/25	75.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
11/27	17,399.75		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
11/27	5,588.92		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
11/27	175.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA

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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 11/30/20

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
11/27	26,744.62		Merchant Capture Deposit
11/27	13,613.00		Merchant Capture Deposit
11/27	35.10		Merchant Capture Deposit
11/30	2,850.00		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
11/30	2,387.65		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
11/30	1,664.05		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
11/30	1,175.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
11/30	3,758.00		WT CR RANGERS COTTAGE, LLC-08516

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
11/02		625.00	PREMIER TRAILER/BT1030 Treasure Coast Food Ba
11/02		175.99	COMCAST/CABLE SVC 0870725 JUDITH *CRUZ
11/02		105.99	SHRED-IT USA/BUSINSRVCS 9825459 JUDITH CRUZ
11/03		16,135.18	UNITED HEALTHCAR/INS PREM TREASURE COAST FOOD BA
11/03		1,668.74	MERCHANT BANKCD/DISCOUNT TREASURE COAST FOOD BA
11/03		159.80	MERCHANT BANKCD/FEE TREASURE COAST FOOD BA
11/04		194.58	ULINE/SUPPLIES TREASURE COAST FOOD BA

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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 11/30/20

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
11/06		8,545.14	PREMIER TRAILER/BT1105 Treasure Coast Food Ba
11/06		2,863.25	MUT-L OF AMERICA/PAYMENT Treasure Coast Food Ba
11/06		2,863.13	MUT-L OF AMERICA/PAYMENT Treasure Coast Food Ba
11/06		2,857.23	MUT-L OF AMERICA/PAYMENT Treasure Coast Food Ba
11/12		3,285.95	FORT PIERCE UTIL/UTIITIES TREASURE COAST FOOD *B
11/12		2,023.51	PLIC-SBD/INSUR CLM HCB Checking
11/12		503.00	NEOPOST INC/PAYMENT 790004XXXXX4338 * TREASURE COAST FOOD
11/12		186.15	FEDERAL EXPRESS/DEBIT
11/13		54,420.65	ERIE CUSTOM TRUS/NET PAY TREASURE COAST FOOD BA
11/13		14,254.29	ERIE CUSTOM TAX/TAX TREASURE COAST FOOD BA
11/13		2,352.39	SYSCO SOUTHEAST/VENDOR PAY TREASURE COAST FOOD BA
11/13		1,460.32	PNC BANK NA/ONLINE PYM 1400310000033815747484
11/13		490.47	FPL DIRECT DEBIT/ELEC PYMT 5022242332 WEBI TREASURE COAST FOOD BA
11/13		300.00	LAWNSCAPES OF SO/SALE TREASURE COAST
11/13		231.28	UNITED HEALTHCAR/EDI PAYMTS TREASURE COAST F
11/13		210.65	ERIE CUSTOM BLNG/BILLING TREASURE COAST FOOD BA
11/13		198.77	FLEETCOR FUNDING/BT1112 2263080_99900_1

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MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
11/13		176.81	ReadyRefresh/ECHECKPAY
11/16		175.11	COMCAST/CABLE SVC 0984979 JUDITH *CRUZ
11/16		129.79	COMCAST/CABLE SVC 0984977 JUDITH *CRUZ
11/16		59.00	ANGEL FALLS DESI/SALE TRESDURE COAST
11/17		70.07	HOME DEPOT COMM/ONLINE PMT 150276779814184 TREASURE COAST FOOD BA
11/18		27,457.85	AMEX EPAYMENT/ACH PMT W3638 LISSETE MORALES
11/18		2,571.86	FORT PIERCE UTIL/UTIITIES TREASURE COAST FOOD *B
11/18		583.40	SLCTAXCOLLECTOR/TAX COLL. 19921290 Treasure Coast Food Ba
11/19		49,999.99	CRUISING KITCHEN/SALE TREASURE COAST
11/20		49,999.99	CRUISING KITCHEN/SALE TREASURE COAST
11/20		1,086.34	CRUISING KITCHEN/SALE TREASURE COAST
11/20		823.40	WELLS FARGO BANK/EFT DEBIT Treasure Coast Food Ba
11/20		220.00	WELLS FARGO BANK/EFT DEBIT Treasure Coast Food Ba
11/23		309.84	AFLAC/INSURANCE TREASURE COAST FOOD BA
11/23		75.00	PGA GOLF CLUB/PAYMENT Treasure Coast Food B
11/25		6,589.63	ULINE/SUPPLIES TREASURE COAST FOOD BA
11/25		2,865.11	MUT-L OF AMERICA/PAYMENT Treasure Coast Food Ba

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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
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MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
11/25		51.69	MERCHANT BANKCD/CHARGEBACK TREASURE COAST FOOD BA
11/27		55,999.58	ERIE CUSTOM TRUS/NET PAY TREASURE COAST FOOD BA
11/27		14,338.20	ERIE CUSTOM TAX/TAX TREASURE COAST FOOD BA
11/27		498.53	FORT PIERCE UTIL/UTIITIES TREASURE COAST FOOD *B
11/27		303.87	SALSA LABS INC/WEB PMTS X9BQDF TREASURE COAST FOOD BA
11/27		254.65	ERIE CUSTOM BLNG/BILLING TREASURE COAST FOOD BA
11/27		113.36	Brown & Brown In/Payment Treasure Coast Food Ba
11/30		15.00	SERVICE CHARGE FOR WIRE TRANSFER-08516
11/30		8.11	JACK HENRY & ASC/EPS Fort Pierce, FL-Treasu

CHECKS

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
11/12	6545	4,835.00	11/23	6555	1,372.66	11/04	6565	4,038.78
11/12	6546	1,557.02	11/04	6556	9,325.19	11/02	6566	1,112.04
11/06	6547	19,490.00	11/06	6557	26,979.36	11/09	6569*	317.73
11/05	6548	799.21	11/06	6558	1,356.54	11/02	6570	400.00
11/05	6549	43,912.00	11/05	6559	345.00	11/13	6571	12,544.12
11/06	6550	2,094.95	11/06	6560	475.00	11/16	6572	2,250.00
11/09	6551	36,903.90	11/09	6561	390.25	11/19	6573	799,999.75
11/09	6552	1,150.45	11/05	6562	337.00	11/09	6574	353.40
11/06	6553	915.00	11/03	6563	494.00	11/18	6575	1,000.00
11/09	6554	250.00	11/06	6564	497.20	11/23	6577*	19,647.47

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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 11/30/20

CHECKS

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
11/23	6578	52,030.99	11/20	6587	545.00	11/16	6595*	1,125.48
11/25	6579	1,759.18	11/23	6588	2,208.33	11/16	6596	522.50
11/20	6580	208.00	11/23	6589	300.00	11/23	6597	350.00
11/20	6581	21,600.70	11/23	6590	1,500.00	11/16	6598	400.00
11/23	6583*	383.51	11/27	6591	2,500.00	11/24	6599	350.00
11/23	6584	850.00	11/27	6592	525.00	11/20	6600	1,956.00
11/24	6585	210.00	11/23	6593	3,036.80	11/30	6602*	400.00
11/23	6586	2,000.00						

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
11/02	2,742,405.70	11/12	2,683,348.24	11/20	1,909,625.90
11/03	2,732,442.84	11/13	2,609,370.74	11/23	1,869,233.66
11/04	2,727,827.94	11/16	2,659,200.68	11/24	1,901,686.43
11/05	2,702,372.93	11/17	2,665,631.56	11/25	1,934,359.44
11/06	2,647,746.71	11/18	2,638,395.82	11/27	1,923,382.64
11/09	2,620,530.71	11/19	1,865,297.65	11/30	1,934,794.23
11/10	2,626,922.21				



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TREASURE COAST FOOD BANK, INC.
401 ANGLE RD
FORT PIERCE FL 34947-2528

Account Number: 1011368
Statement Date: 1/03/21
Checks/Items Enclosed: 55
49

South State Bank and CenterState Bank, N.A. have merged to become South State Bank, N.A. Please visit bankingforward.com to learn more.

SUMMARY OF ALL ACCOUNTS

CHECKING 3,173,693.10

COMMUNITY FIRST CHECKING TREASURE COAST FOOD BANK, INC. Acct 1011368

Beginning Balance	12/01/20		1,934,794.23	
Deposits / Misc Credits		141	1,814,126.98	
Withdrawals / Misc Debits		123	575,228.11	
** Ending Balance	12/31/20		3,173,693.10	**
Service Charge			.00	
Minimum Balance			1,967,052	
Enclosures			55	

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
12/01	493.00		Deposit
12/01	100.00		Deposit
12/01	93.00		Deposit
12/01	4,000.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
12/01	3,848.49		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/01	529.22		BENEVITY FUND/DONATION TREASURE COAST FOOD BA
12/01	300.50		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
12/01	28,580.00		Merchant Capture Deposit
12/02	38,526.71		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA

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DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
12/02	6,000.00		FIDELITY INVESTM/GrantPaymt
			TREASURE COAST FOOD BA
12/02	154.38		PAYPAL/TRANSFER
			TREASURE COAST FOOD BA
12/02	100.50		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
12/03	21,086.85		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
12/03	2,918.50		STATE OF FLORIDA/PAYMENTS
			TREASURE COAST F
12/03	1,250.00		FIDELITY INVESTM/GrantPaymt
			TREASURE COAST FOOD BA
12/03	10.00		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
12/03	51,531.50		Merchant Capture Deposit
12/03	11,068.00		Merchant Capture Deposit
12/04	105,562.50		ST. LUCIE COUNTY/INVOICE
			Treasure Coast F
12/04	4,422.97		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
12/04	2,037.70		STATE OF FLORIDA/PAYMENTS
			TREASURE COAST F
12/04	1,675.00		FEEDING AMERICA/12.03MAIN
			TREASURE COAST FOOD BA
12/04	1,620.00		HEALTH AND PALLI/PAYABLES
			TREASURE COAST FOOD BA
12/04	500.00		FIDELITY INVESTM/GrantPaymt
			TREASURE COAST FOOD BA
12/04	100.00		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
12/07	3,313.27		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA

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DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
12/07	2,500.00		Dayton Foundat65/Dayton Treasure Coast Food Ba
12/07	2,398.85		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/07	1,403.95		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/07	510.00		BANKCARD/SETTLEMENT TREASURE COAST FOOD BA
12/07	495.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
12/07	210.00		BANKCARD/SETTLEMENT TREASURE COAST FOOD BA
12/07	150.00		FACEBOOK PAYMENT/BB8PR7F35K RMR*IK*FACEBOOK PAYOUT BB8PR7F35K\ TREASURE COAST FOOD BA
12/07	21,743.00		Merchant Capture Deposit
12/07	17,947.50		Merchant Capture Deposit
12/08	9,036.11		Bill.com/Receivable 016IQAJTJ1MH4KD Children's Servi Bill.co m Inv #2020-10-31 TCFB Treasure Coast Food Ba
12/08	3,104.32		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/08	180.00		BANKCARD/SETTLEMENT TREASURE COAST FOOD BA
12/08	40.50		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
12/08	35,204.26		Merchant Capture Deposit
12/08	9.00		Merchant Capture Deposit
12/09	2,913.60		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/09	1,450.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA

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DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
12/09	120.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
12/10	5,908.05		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/10	1,500.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
12/10	339.35		STATE OF FLORIDA/PAYMENTS TREASURE COAST F
12/10	30.00		BANKCARD/SETTLEMENT TREASURE COAST FOOD BA
12/10	10.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
12/11	2,597.39		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/11	1,673.18		St. Lucie School/AP INV TREASURE COAST FOOD BA
12/11	541.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
12/11	500.00		CFPBMC/Grant CFPBMC Grant #2021046301 Treasure Coast Food Ba
12/11	100.00		IBM INTERNATIONA/CORPORATE TREASURE COAST FOOD BA
12/11	100.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
12/14	16,000.00		SHARE OUR STRENG/PRENOTE TREASURE COAST FOOD BA
12/14	6,321.80		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/14	3,414.28		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/14	3,350.57		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA

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DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
12/14	500.00		BANKCARD/SETTLEMENT
			TREASURE COAST FOOD BA
12/14	210.00		BANKCARD/SETTLEMENT
			TREASURE COAST FOOD BA
12/14	30,358.00		Merchant Capture Deposit
12/14	16,073.40		Merchant Capture Deposit
12/15	3,902.01		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
12/15	2,520.00		BANKCARD/SETTLEMENT
			TREASURE COAST FOOD BA
12/15	1,666.67		UNITED WAY IRC/FY 2020-21
			TC FOOD BANK
12/15	791.67		UNITED WAY LEE/ACH
			MONTHY ALLOCATION
			TREASURE COAST FOOD B
12/15	600.00		NETWORK FOR GOOD/CORP PMT
			TREASURE COAST FOOD BA
12/15	50.00		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
12/15	47,780.00		Merchant Capture Deposit
12/15	1.71		Merchant Capture Deposit
12/16	9,498.61		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
12/16	5,103.00		BANKCARD/SETTLEMENT
			TREASURE COAST FOOD BA
12/16	2,850.00		FIDELITY INVESTM/GrantPaymt
			TREASURE COAST FOOD BA
12/16	90.00		FRONTSTREAM/CREDIT
			TREASURE COAST FOOD BA
12/16	25.00		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
12/17	13,300.82		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA

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DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
12/17	930.50		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
12/17	605.00		BANKCARD/SETTLEMENT TREASURE COAST FOOD BA
12/17	150.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
12/17	260,022.55		Merchant Capture Deposit
12/17	15,845.50		Merchant Capture Deposit
12/17	1,252.17		Merchant Capture Deposit
12/18	16,796.11		STATE OF FLORIDA/PAYMENTS TREASURE COAST F
12/18	15,199.66		FEEDING AMERICA/12.17-1 TREASURE COAST FOOD BA
12/18	8,670.82		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/18	3,500.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
12/18	80.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
12/21	18,546.61		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/21	12,397.56		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/21	7,075.59		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/21	3,908.76		St. Lucie School/AP INV TREASURE COAST FOOD BA
12/21	2,635.00		FACEBOOK PAYMENT/BB8HUU97A3 RMR*IK*FACEBOOK PAYOUT BB8HUU97A3\ TREASURE COAST FOOD BA
12/21	700.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA

CenterState

CenterState Bank of Florida
PO Box 9602
Winter Haven FL 33883
Telephone: 855-863-2265
24 Hour Inquiry: 888-292-7005
Internet: www.centerstatebank.com

TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 1/03/21

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
12/21	358.00		BANKCARD/SETTLEMENT TREASURE COAST FOOD BA
12/21	277.83		PAYPAL/TRANSFER TREASURE COAST FOOD BA
12/21	102,462.00		Merchant Capture Deposit
12/21	54,341.00		Merchant Capture Deposit
12/21	25,110.00		Merchant Capture Deposit
12/21	15,925.00		Merchant Capture Deposit
12/21	15,235.00		Merchant Capture Deposit
12/21	328.68		Merchant Capture Deposit
12/22	29,013.59		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/22	200.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
12/23	583.81		Deposit
12/23	31,000.00		FEEDING AMERICA/1221MAIN TREASURE COAST FOOD BA
12/23	12,530.14		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/23	1,185.00		WELLS FARGO FOUN/CORPORATE TREASURE COAST FOOD BA
12/23	100.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
12/23	23,001.00		Merchant Capture Deposit
12/23	21,090.00		Merchant Capture Deposit
12/23	5,795.00		Merchant Capture Deposit
12/23	1,660.00		Merchant Capture Deposit
12/24	13,702.69		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/24	5,100.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
12/24	1,214.84		BENEVITY FUND/DONATION TREASURE COAST FOOD BA

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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 1/03/21

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
12/28	15,943.31		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/28	5,727.53		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/28	3,866.78		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/28	2,682.46		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/28	1,897.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
12/28	500.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
12/29	10,397.26		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/29	1,500.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA
12/29	200.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
12/29	372,173.48		Merchant Capture Deposit
12/30	1,190.00		Deposit
12/30	1,048.00		Deposit
12/30	828.00		Deposit
12/30	602.00		Deposit
12/30	273.00		Deposit
12/30	100.00		Deposit
12/30	15,980.17		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
12/30	11,542.87		STATE OF FLORIDA/PAYMENTS TREASURE COAST F
12/30	510.50		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
12/30	350.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA

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DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
12/30	28,104.00		Merchant Capture Deposit
12/30	14,691.00		Merchant Capture Deposit
12/30	1,000.00		Merchant Capture Deposit
12/30	390.00		Merchant Capture Deposit
12/31	27,155.52		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
12/02		994.68	WASTE PRO FORT P/7725959390 1594711228 TREASURE COAST FOOD BA
12/02		122.45	WASTE PRO FORT P/7725959390 1594720560 TREASURE COAST FOOD BA
12/02		94.97	FPL DIRECT DEBIT/ELEC PYMT 8740309458 WEBI TREASURE COAST FOOD BA
12/03		20,675.06	UNITED HEALTHCAR/INS PREM TREASURE COAST FOOD BA
12/03		3,993.69	MERCHANT BANKCD/DISCOUNT TREASURE COAST FOOD BA
12/03		769.94	NEOPOST INC/PAYMENT 790004XXXXX4338 * TREASURE COAST FOOD
12/03		259.60	MERCHANT BANKCD/FEE TREASURE COAST FOOD BA
12/03		227.82	T-MOBILE, USA/AIRTIME 1277322 TREASURE COAST FOOD BA
12/03		154.79	ULINE/SUPPLIES TREASURE COAST FOOD BA
12/04		9,128.46	PREMIER TRAILER/BT1203 Treasure Coast Food Ba

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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 1/03/21

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
12/04		6,565.96	BK OF AMER VI/MC/ONLINE PMT TREASURE COAST FOOD BA
12/04		4,645.66	PHILA INS CO/INS IN 79853813 79853813
12/04		175.99	COMCAST/CABLE SVC 5493582 JUDITH *CRUZ
12/04		163.71	COMCAST/CABLE SVC 5493564 JUDITH *CRUZ
12/07		171.38	Quadient Leasing/Leasing CostiganCynthia
12/09		2,209.05	PLIC-SBD/INSUR CLM HCB Checking
12/10		54,529.17	ERIE CUSTOM TRUS/NET PAY TREASURE COAST FOOD BA
12/10		14,177.66	ERIE CUSTOM TAX/TAX TREASURE COAST FOOD BA
12/10		230.62	FEDERAL EXPRESS/DEBIT
12/10		210.65	ERIE CUSTOM BLNG/BILLING TREASURE COAST FOOD BA
12/10		206.46	ATT/Payment 796291001PRB8U Treasure Coast Food Ba
12/10		196.56	UNITED HEALTHCAR/EDI PAYMTS TREASURE COAST F
12/10		195.35	FL Permit/E-CHECK Treasure Coast Food Ba
12/10		105.99	SHRED-IT USA/BUSINSRVCS 5452712 JUDITH CRUZ
12/11		5,638.02	FORT PIERCE UTIL/UTIITIES TREASURE COAST FOOD *B
12/11		570.35	FPL DIRECT DEBIT/ELEC PYMT 5022242332 WEBI TREASURE COAST FOOD BA
12/11		257.52	ReadyRefresh/ECHECKPAY ROBERT FRUSTACI

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Account Number: 1011368
Statement Date: 1/03/21

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
12/11		152.83	ReadyRefresh/ECHECKPAY
12/11		129.79	COMCAST/CABLE SVC
			1351596 JUDITH *CRUZ
12/11		54.91	ReadyRefresh/ECHECKPAY
12/14		82,375.84	AMEX EPAYMENT/ACH PMT
			W8708 LISSETE MORALES
12/14		7,215.66	PHILA INS CO/INS IN
			79853813 79853813
12/14		2,739.30	PNC BANK NA/ONLINE PYM
			1400310000033938695794
12/14		365.00	SOF DOA/E-CHECK
			Treasure Coast Food Ba
12/14		140.85	SLCTAXCOLLECTOR/TAX COLL.
			19991202 Treasure Coast Food Ba
12/15		545.00	ANGEL FALLS DESI/SALE
			TREASURE COAST
12/16		3,020.39	MUT-L OF AMERICA/PAYMENT
			Treasure Coast Food Ba
12/16		2,860.77	MUT-L OF AMERICA/PAYMENT
			Treasure Coast Food Ba
12/16		920.37	SYSCO SOUTHEAST/VENDOR PAY
			TREASURE COAST FOOD BA
12/16		300.00	LAWNSCAPES OF SO/SALE
			TREASURE COAST
12/16		75.00	PGA GOLF CLUB/PAYMENT
			Treasure Coast Food B
12/17		100.50	TREASURE COAST F/Return
			TREASURE COAST FOOD BA
12/18		2,788.61	SYSCO SOUTHEAST/VENDOR PAY
			TREASURE COAST FOOD BA
12/18		183.12	AFLAC/INSURANCE
			TREASURE COAST FOOD BA

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TREASURE COAST FOOD BANK, INC.

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Statement Date: 1/03/21

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
12/18		175.11	COMCAST/CABLE SVC 1772163 JUDITH *CRUZ
12/21		3,469.17	ULINE/SUPPLIES TREASURE COAST FOOD BA
12/21		112.94	FLEETCOR FUNDING/BT1218 2263080_99900_1
12/22		12.00	Returned Deposited Item Fee
12/22		1,000.00	RETURNED DEPOSITED ITEM
12/22		1,017.06	WASTE PRO FORT P/7725959390 1603675646 TREASURE COAST FOOD BA
12/22		128.34	WASTE PRO FORT P/7725959390 1603682658 TREASURE COAST FOOD BA
12/22		24.58	HOME DEPOT COMM/ONLINE PMT 120307003665600 TREASURE COAST FOOD BA
12/24		72,565.16	ERIE CUSTOM TRUS/NET PAY TREASURE COAST FOOD BA
12/24		18,460.06	ERIE CUSTOM TAX/TAX TREASURE COAST FOOD BA
12/24		349.05	ERIE CUSTOM BLNG/BILLING TREASURE COAST FOOD BA
12/28		300.50	TREASURE COAST F/Return TREASURE COAST FOOD BA
12/29		12.00	Returned Deposited Item Fee
12/29		30.00	RETURNED DEPOSITED ITEM
12/29		2,997.71	MUT-L OF AMERICA/PAYMENT Treasure Coast Food Ba
12/29		823.40	WELLS FARGO BANK/EFT DEBIT Treasure Coast Food Ba
12/30		1,000.00	DEPOSIT CORRECTION DEBIT
12/30		8,970.32	PREMIER TRAILER/BT1229 Treasure Coast Food Ba
12/30		3,525.00	TQL/OnlinePymt Treasure Coast Food Ba

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MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
12/30		2,707.97	SYSCO SOUTHEAST/VENDOR PAY TREASURE COAST FOOD BA
12/30		561.11	SYSCO SOUTHEAST/VENDOR PAY TREASURE COAST FOOD BA
12/30		426.06	FORT PIERCE UTIL/UTIITIES TREASURE COAST FOOD *B
12/30		319.44	SALSA LABS INC/WEB PMTS 06YBLF TREASURE COAST FOOD BA
12/30		74.00	FPL DIRECT DEBIT/ELEC PYMT 8740309458 WEBI TREASURE COAST FOOD BA
12/31		7.89	JACK HENRY & ASC/EPS Fort Pierce, FL-Treasu

CHECKS

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
12/08	6576	20,001.00	12/11	6615	475.00	12/17	6630	2,000.00
12/01	6582*	4,166.67	12/07	6616	4,038.78	12/18	6632*	4,163.80
12/01	6601*	437.00	12/07	6617	157.58	12/18	6633	295.00
12/01	6603*	1,082.16	12/07	6618	17,044.58	12/17	6634	311.34
12/08	6604	898.01	12/08	6619	1,557.02	12/17	6635	1,107.16
12/08	6605	26,336.05	12/08	6620	4,835.00	12/28	6636	1,658.42
12/08	6606	29,172.00	12/11	6621	1,000.00	12/21	6637	314.00
12/09	6607	43,771.51	12/08	6622	197.93	12/18	6638	4,166.67
12/07	6608	915.00	12/17	6623	257.77	12/22	6639	760.00
12/08	6609	2,200.00	12/14	6624	400.00	12/18	6641*	50.00
12/07	6610	718.01	12/14	6625	501.13	12/18	6642	2,208.33
12/09	6611	1,284.26	12/14	6626	1,056.00	12/17	6643	782.60
12/07	6612	9,312.87	12/23	6627	1,372.66	12/21	6644	1,500.00
12/07	6613	172.50	12/18	6628	3,299.90	12/22	6645	3,648.27
12/14	6614	1,411.00	12/17	6629	184.00	12/21	6646	200.00

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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 1/03/21

CHECKS
* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
12/22	6647	20,111.44	12/23	6651*	569.84	12/24	6654	400.00
12/15	6648	393.00	12/29	6652	1,075.08	12/30	6671*	17.25
12/24	6649	1,000.00	12/29	6653	427.50	12/31	6680*	104.65

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
12/01	1,967,052.61	12/11	2,040,549.36	12/22	2,657,832.81
12/02	2,010,622.10	12/14	2,020,572.63	12/23	2,752,835.26
12/03	2,072,406.05	12/15	2,076,946.69	12/24	2,680,078.52
12/04	2,167,644.44	12/16	2,087,336.77	12/28	2,708,736.68
12/07	2,185,785.31	12/17	2,374,699.94	12/29	3,087,641.73
12/08	2,148,162.49	12/18	2,401,615.99	12/30	3,146,650.12
12/09	2,105,381.27	12/21	2,655,320.91	12/31	3,173,693.10
12/10	2,043,316.21				



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TREASURE COAST FOOD BANK, INC.
401 ANGLE RD
FORT PIERCE FL 34947-2528

Account Number: 1011368
Statement Date: 1/31/21
Checks/Items Enclosed: 63
49

South State Bank and CenterState Bank, N.A. have merged to become South State Bank, N.A. Please visit bankingforward.com to learn more.

SUMMARY OF ALL ACCOUNTS

CHECKING 2,202,149.95

COMMUNITY FIRST CHECKING TREASURE COAST FOOD BANK, INC. Acct 1011368

Beginning Balance	1/01/21	3,173,693.10	
Deposits / Misc Credits	110	1,488,007.64	
Withdrawals / Misc Debits	116	2,459,550.79	
** Ending Balance	1/31/21	2,202,149.95	**
Service Charge		.00	
Minimum Balance		1,415,730	
Enclosures		63	

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
1/04	110.00		Deposit
1/04	20,126.57		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/04	5,298.22		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/04	1,838.28		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/04	1,390.76		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/04	685.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
1/04	46,286.00		Merchant Capture Deposit
1/05	10,000.00		FIDELITY INVESTM/GrantPaymt TREASURE COAST FOOD BA

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DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
1/05	3,638.82		FACEBOOK PAYMENT/BB8NSB9T8Q RMR*IK*FACEBOOK PAYOUT BB8NSB9T8Q\
1/05	2,217.97		TREASURE COAST FOOD BA MERCHANT BANKCD/DEPOSIT
1/05	690.00		TREASURE COAST FOOD BA TREASURE COAST F/Settlement
1/05	18,238.00		TREASURE COAST FOOD BA Merchant Capture Deposit
1/05	7,600.00		Merchant Capture Deposit
1/05	2,250.00		Merchant Capture Deposit
1/05	1,000.00		Merchant Capture Deposit
1/05	365.00		Merchant Capture Deposit
1/06	1,331.04		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/06	50.50		TREASURE COAST F/Settlement
1/06	50.00		TREASURE COAST FOOD BA FIDELITY INVESTM/GrantPaymt
1/06	15,000.00		TREASURE COAST FOOD BA WT CR STEVEN ALEXANDRA COHEN FOUNDATION
1/06	50,000.00		Merchant Capture Deposit
1/06	2,885.00		Merchant Capture Deposit
1/07	30,000.00		ST. LUCIE COUNTY/INVOICE Treasure Coast F
1/07	4,615.50		TREASURE COAST F/Settlement
1/07	755.95		TREASURE COAST FOOD BA MERCHANT BANKCD/DEPOSIT
1/07	626.00		TREASURE COAST FOOD BA Merchant Capture Deposit
1/08	1,200.00		TREASURE COAST F/Settlement
1/08	933.01		TREASURE COAST FOOD BA MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA

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DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
1/08	2,380.00		Merchant Capture Deposit
1/11	18,318.07		CSCMC/PAYABLES
1/11	6,321.35		TREASURE COAST FOOD BA Bill.com/Receivable 016YCSYGH1NR1Z1 Children's Servi Bill.co m Inv #2020-11-30 TCFB
1/11	2,897.79		Treasure Coast Food Ba MERCHANT BANKCD/DEPOSIT
1/11	1,884.09		TREASURE COAST FOOD BA MERCHANT BANKCD/DEPOSIT
1/11	301.69		TREASURE COAST FOOD BA TREASURE COAST F/Settlement
1/11	10.00		TREASURE COAST FOOD BA MERCHANT BANKCD/DEPOSIT
1/12	1,779.87		TREASURE COAST FOOD BA Merchant Capture Deposit
1/12	36,847.72		Merchant Capture Deposit
1/12	6,450.00		Merchant Capture Deposit
1/12	350.92		FEEDING AMERICA/GRANTS1.12
1/13	61,344.15		TREASURE COAST FOOD BA FIDELITY INVESTM/GrantPaymt
1/13	5,000.00		TREASURE COAST FOOD BA MERCHANT BANKCD/DEPOSIT
1/13	2,654.33		TREASURE COAST FOOD BA TREASURE COAST F/Settlement
1/13	1,225.00		TREASURE COAST FOOD BA Merchant Capture Deposit
1/13	5,137.00		MERCHANT BANKCD/DEPOSIT
1/14	1,572.27		TREASURE COAST FOOD BA ST. LUCIE COUNTY/INVOICE
1/15	864,437.50		Treasure Coast F



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DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
1/15	2,891.05		NETWORK FOR GOOD/CORP PMT TREASURE COAST FOOD BA
1/15	1,836.24		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/15	1,828.76		St. Lucie School/AP INV TREASURE COAST FOOD BA
1/15	1,666.67		UNITED WAY IRC/FY 2020-21 TC FOOD BANK
1/15	750.00		Bill.com/Receivable 016NBXPEA1NYXXK FJC Bill.com Inv #164569 0
1/15	245.50		Treasure Coast Food Ba TREASURE COAST F/Settlement
1/15	90.00		TREASURE COAST FOOD BA FRONTSTREAM/CREDIT
1/15	3,384.00		TREASURE COAST FOOD BA Merchant Capture Deposit
1/15	835.00		Merchant Capture Deposit
1/15	600.00		Merchant Capture Deposit
1/15	68.06		Merchant Capture Deposit
1/15	60.00		Merchant Capture Deposit
1/19	200.00		Deposit
1/19	190.00		Deposit
1/19	1,973.27		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/19	1,597.64		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/19	1,120.80		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/19	672.05		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/19	25.50		TREASURE COAST F/Settlement TREASURE COAST FOOD BA

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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 1/31/21

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
1/19	600.00		Merchant Capture Deposit
1/20	492.00		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
1/20	430.00		FACEBOOK PAYMENT/BB8HV839PA
			RMR*IK*FACEBOOK PAYOUT BB8HV839PA\
			TREASURE COAST FOOD BA
1/20	150.00		FIDELITY INVESTM/GrantPaymt
			TREASURE COAST FOOD BA
1/20	25.00		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
1/20	14,804.00		Merchant Capture Deposit
1/20	1,200.00		Merchant Capture Deposit
1/20	200.00		Merchant Capture Deposit
1/21	446.69		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
1/21	6,507.00		Merchant Capture Deposit
1/21	19.26		Merchant Capture Deposit
1/22	1,430.17		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
1/22	500.00		TREASURE COAST F/Settlement
			TREASURE COAST FOOD BA
1/22	50.00		MASTERCARD IMPAC/CORPORATE
			TREASURE COAST FOOD BA
1/22	5.13		FEEDING AMERICA/1.21MAIN
			TREASURE COAST FOOD BA
1/22	50,000.00		WT CR DEERBROOK CHARITABLE TRUST IM-0852
1/22	525.00		Merchant Capture Deposit
1/25	347.50		Deposit
1/25	2,669.63		MERCHANT BANKCD/DEPOSIT
			TREASURE COAST FOOD BA
1/25	2,500.00		Dayton Foundat65/Dayton
			Treasure Coast Food Ba

CenterState

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Winter Haven FL 33883
Telephone: 855-863-2265
24 Hour Inquiry: 888-292-7005
Internet: www.centerstatebank.com

TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 1/31/21

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
1/25	2,245.39		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/25	500.00		TIAA SERVES/CORPORATE TREASURE COAST FOOD BA
1/25	400.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
1/25	197.79		PAYPAL/TRANSFER TREASURE COAST FOOD BA
1/26	17,623.54		CSCMC/PAYABLES TREASURE COAST FOOD BA
1/26	3,348.39		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/26	15,747.37		Merchant Capture Deposit
1/27	1,865.74		STATE OF FLORIDA/PAYMENTS TREASURE COAST F
1/27	1,045.85		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/27	500.00		CNA/CORPORATE TREASURE COAST FOOD BA
1/27	90.00		FRONTSTREAM/CREDIT TREASURE COAST FOOD BA
1/27	25.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
1/27	555.00		Merchant Capture Deposit
1/28	1,509.87		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/28	500.00		CHEVRON MATCHING/CORPORATE TREASURE COAST FOOD BA
1/28	100.00		TREASURE COAST F/Settlement TREASURE COAST FOOD BA
1/28	25.00		MASTERCARD IMPAC/CORPORATE TREASURE COAST FOOD BA

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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 1/31/21

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
1/28	77,920.00		Merchant Capture Deposit
1/28	76.75		Merchant Capture Deposit
1/29	3,059.40		MERCHANT BANKCD/DEPOSIT TREASURE COAST FOOD BA
1/29	2,672.22		STATE OF FLORIDA/PAYMENTS TREASURE COAST F
1/29	2,639.79		St. Lucie School/AP INV TREASURE COAST FOOD BA
1/29	3,169.00		Merchant Capture Deposit
1/29	1,075.00		Merchant Capture Deposit
1/29	87.25		Merchant Capture Deposit

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
1/04		12.00	Returned Deposited Item Fee
1/04		300.00	RETURNED DEPOSITED ITEM
1/04		9,516.20	MERCHANT BANKCD/DISCOUNT TREASURE COAST FOOD BA
1/04		451.80	MERCHANT BANKCD/FEE TREASURE COAST FOOD BA
1/04		334.28	BANKCARD/MTHLY FEES TREASURE COAST FOOD BA
1/04		175.99	COMCAST/CABLE SVC 8700570 JUDITH *CRUZ
1/04		173.92	COMCAST/CABLE SVC 8700528 JUDITH *CRUZ
1/05		24,447.41	UNITED HEALTHCAR/INS PREM TREASURE COAST FOOD BA
1/05		1,217.28	BK OF AMER VI/MC/ONLINE PMT TREASURE COAST FOOD BA

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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 1/31/21

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
1/05		599.00	ANGEL FALLS DESI/SALE TREASURE COAST
1/06		15.00	SERVICE CHARGE FOR WIRE TRANSFER-06343
1/07		187.04	FLEETCOR FUNDING/BT0106 2263080_99900_1
1/08		53,584.87	ERIE CUSTOM TRUS/NET PAY TREASURE COAST FOOD BA
1/08		15,424.67	ERIE CUSTOM TAX/TAX TREASURE COAST FOOD BA
1/08		2,720.42	FORT PIERCE UTIL/UTIITIES TREASURE COAST FOOD *B
1/08		213.40	ERIE CUSTOM BLNG/BILLING TREASURE COAST FOOD BA
1/08		163.72	COMCAST/CABLE SVC 3109997 JUDITH *CRUZ
1/11		1,515.00	NEOPOST INC/PAYMENT 790004XXXXX4338 * TREASURE COAST FOOD
1/11		300.00	LAWNSCAPES OF SO/SALE TREASURE COAST
1/11		152.83	ReadyRefresh/ECHECKPAY
1/11		97.08	ReadyRefresh/ECHECKPAY ROBERT FRUSTACI
1/11		35.93	FEDERAL EXPRESS/DEBIT
1/12		1,800.00	CERVIS TECHNOLOG/SALE TREASURE COAST
1/12		1,619.00	ANGEL FALLS DESI/SALE TREASURE COAST
1/12		325.46	FPL DIRECT DEBIT/ELEC PYMT 5022242332 WEBI TREASURE COAST FOOD BA
1/15		1,001.96	WASTE PRO FORT P/7725959390 1615056288 TREASURE COAST FOOD BA
1/15		194.61	COMCAST/CABLE SVC 5054690 JUDITH *CRUZ

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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 1/31/21

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
1/15		129.79	COMCAST/CABLE SVC 5054661 JUDITH *CRUZ
1/15		123.34	WASTE PRO FORT P/7725959390 1615069834 TREASURE COAST FOOD BA
1/19		57,960.91	AMEX EPAYMENT/ACH PMT W5886 LISSETE MORALES
1/19		4,996.26	PNC BANK NA/ONLINE PYM 1400310000034087464384
1/19		75.00	PGA GOLF CLUB/PAYMENT Treasure Coast Food B
1/19		16.00	MERCHANT BANKCD/CHARGEBACK TREASURE COAST FOOD BA
1/20		3,051.05	PLIC-SBD/INSUR CLM HCB Checking
1/20		2,121.00	PHILA INS CO/INS IN 79853813 79853813
1/20		183.12	AFLAC/INSURANCE TREASURE COAST FOOD BA
1/21		2,102.74	FORT PIERCE UTIL/UTIITIES TREASURE COAST FOOD *B
1/21		18.30	FORT PIERCE UTIL/UTIITIES TREASURE COAST FOOD *B
1/22		15.00	SERVICE CHARGE FOR WIRE TRANSFER-08529
1/22		57,012.31	ERIE CUSTOM TRUS/NET PAY TREASURE COAST FOOD BA
1/22		16,737.82	ERIE CUSTOM TAX/TAX TREASURE COAST FOOD BA
1/22		521.65	ERIE CUSTOM BLNG/BILLING TREASURE COAST FOOD BA
1/22		206.46	ATT/Payment 382903002PRB8L Treasure Coast Food Ba
1/25		208.72	ATT/Payment 319981003PRB8M Treasure Coast Food Ba

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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 1/31/21

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
1/26		849.33	WELLS FARGO BANK/EFT DEBIT Treasure Coast Food Ba
1/26		220.00	WELLS FARGO BANK/EFT DEBIT Treasure Coast Food Ba
1/27		333.79	SALSA LABS INC/WEB PMTS VRRJRF TREASURE COAST FOOD BA
1/27		60.00	BANKCARD/SETTLEMENT TREASURE COAST FOOD BA
1/28		7,458.72	PREMIER TRAILER/BT0127 Treasure Coast Food Ba
1/28		341.60	FORT PIERCE UTIL/UTIITIES TREASURE COAST FOOD *B
1/28		49.31	FPL DIRECT DEBIT/ELEC PYMT 8740309458 WEBI TREASURE COAST FOOD BA
1/28		46.17	FEDERAL EXPRESS/DEBIT
1/29		11.51	JACK HENRY & ASC/EPS Fort Pierce, FL-Treasu

CHECKS

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
1/05	6631	390.25	1/04	6663	9,325.19	1/04	6674	545.00
1/05	6640*	25,372.58	1/06	6664	573.63	1/19	6675	2,500.00
1/13	6655*	400.00	1/08	6665	1,007.00	1/05	6676	26.79
1/13	6656	1,557.02	1/06	6666	1,753.84	1/05	6677	2,500.00
1/06	6657	4,835.00	1/05	6667	1,100.00	1/08	6678	34,875.75
1/05	6658	17,044.58	1/07	6668	1,372.66	1/04	6679	785.00
1/04	6659	11,808.18	1/05	6669	915.00	1/05	6681*	15,000.00
1/20	6660	3,125.00	1/05	6670	104.00	1/13	6682	650.00
1/12	6661	945.00	1/06	6672*	915.00	1/04	6683	1,500.00
1/05	6662	37,324.80	1/08	6673	23,204.17	1/11	6684	532.00



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TREASURE COAST FOOD BANK, INC.

Account Number: 1011368
Statement Date: 1/31/21

CHECKS
* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
1/11	6685	1,032.84	1/13	6696	104.00	1/25	6708	400.00
1/26	6686	400.00	1/20	6697	210.00	1/26	6709	1,126.08
1/11	6687	900,000.00	1/22	6698	3,125.00	1/29	6714*	2,500.00
1/13	6688	14,433.25	1/14	6699	2,000.00	1/29	6720*	92,160.00
1/26	6689	39,784.50	1/19	6700	315.94	1/29	6725*	1,225.60
1/13	6690	534.88	1/15	6701	2,208.33	1/29	6727*	9,325.19
1/13	6691	855.06	1/12	6702	1,460.16	1/25	6729*	255.48
1/14	6692	4,166.67	1/13	6703	900,000.00	1/25	6731*	546.00
1/21	6693	902.42	1/19	6704	50.00	1/25	6732	232.75
1/12	6694	4,038.78	1/25	6705	39.10	1/28	6736*	100.00
1/14	6695	1,248.30	1/25	6707*	394.25	1/25	6738*	960.00

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
1/04	3,214,500.37	1/13	1,421,572.99	1/22	2,218,682.57
1/05	3,134,458.47	1/14	1,415,730.29	1/25	2,224,506.58
1/06	3,195,682.54	1/15	2,290,765.04	1/26	2,218,845.97
1/07	3,230,120.29	1/19	2,231,230.19	1/27	2,222,533.77
1/08	3,103,439.30	1/20	2,239,841.02	1/28	2,294,669.59
1/11	2,229,506.61	1/21	2,243,790.51	1/29	2,202,149.95
1/12	2,264,746.72				

Treasure Coast Food Bank

YTD Budget

For Period Ending June 30, 2021

	Budget
Income	
Contributions	$931,462.00
Grants	$927,612.00
Restricted Operating Grants	$1,050,000.00
Contract Revenue	$946,462.00
Direct Mail Income	$600,000.00
Fundraising Income	$126,300.00
Handling Fees	$449,000.00
Purchase Product Income	$100,000.00
Miscellaneous	$26,175.00
Total Income	$5,157,011.00
Expense	
Salaries & Wages	$2,376,576.00
FI Unemployment Insurance	$21,600.00
Fundraising Expense	$39,400.00
Payroll Tax	$170,658.00
Retirement	$66,528.00
Health and Life Insurance	$318,673.00
Workers Compensation Insurance	$41,670.00
Travel - Daily	$8,500.00
Travel - Conferences & Training	$67,000.00
Office Supplies	$20,200.00
Telephone	$22,350.00
Postage	$70,900.00
Utilities	$86,800.00
Occupancy	$236,820.00
Printing	$135,000.00
Subscriptions, Dues & Memberships	$26,000.00
Insurance	$52,000.00
Equipment	$63,250.00
Advertising	$93,500.00
Equipment Purchase	$25,000.00
Professional Fees	$169,300.00
Program Expense / Food & Nutrition	$885,678.00
Administrative	$18,508.00
Audit	$11,000.00
Other Miscellaneous	$130,100.00
Total Expense	$5,157,011.00
Net Income (Expense)	($0.00)

Treasure Coast Food Bank, Inc.

ANNUAL FINANCIAL REPORTS

June 30, 2019 and 2018

Treasure Coast Food Bank, Inc.

ANNUAL FINANCIAL REPORTS

June 30, 2019 and 2018

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Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

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Report of Independent Auditors

To the Board of Directors
Treasure Coast Food Bank, Inc.
Fort Pierce, Florida

Report on the Financial Statements

We have audited the accompanying statements of financial position of Treasure Coast Food Bank, Inc. (the "Organization"), a nonprofit organization, as of June 30, 2019 and the related statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial statement audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

To the Board of Directors
Treasure Coast Food Bank, Inc.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Treasure Coast Food Bank, Inc. as of June 30, 2019, and the activities, cash flows and functional expenses for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Organization's June 30, 2018 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 6, 2018. In our opinion, the summarized comparative information presented herein, as of, and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying schedule of expenditures of federal awards for the year ended June 30, 2019 is presented for purposes of additional analysis as required by Title 2 *U.S. Code of Federal Regulations,* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards ("Uniform Guidance")* and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly, to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion, is fairly stated in all material respects, in relation to the financial statements taken as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated December 11, 2019 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Directors
Treasure Coast Food Bank, Inc.

Accounting Standard Update

As noted in Note 15, Treasure Coast Food Bank, Inc., has implemented FASB ASU No. 2016-14 in the current year, applying the changes retrospectively. Our opinion is not modified with respect to this matter.

Berger Toombs Elam Gaines & Frank

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

December 11, 2019

Treasure Coast Food Bank, Inc.
STATEMENTS OF FINANCIAL POSITION
June 30, 2019
(With Comparative Totals at June 30, 2018)

	2019	2018
Assets		
Current Assets		
Cash and cash equivalents	$ 560,228	$ 746,255
Accounts receivables	14,398	8,557
Grants receivables	582,874	148,974
Inventories	3,204,243	1,989,473
Other current assets	31,602	39,623
Total Current Assets	4,393,345	2,932,882
Capital Assets		
Land	380,213	380,213
Buildings	1,928,132	1,928,132
Equipment	1,660,820	1,634,626
Office equipment	38,247	34,927
Furniture and fixtures	17,153	17,153
Vehicles	905,486	905,486
Improvements	2,223,941	2,214,611
Software	19,001	19,001
Total Capital Assets	7,172,993	7,134,149
Less: accumulated depreciation	(2,546,153)	(2,081,257)
Net Capital Assets	4,626,840	5,052,892
Other Assets		
Deposits	4,584	4,460
Certificates of deposit	211,663	210,540
Investments	14,866	10,176
Total Other Assets	231,113	225,176
Total Assets	$ 9,251,298	$ 8,210,950
Liabilities		
Current Liabilities		
Accounts payable	$ 203,171	$ 167,104
Accrued payroll	34,278	32,970
Accrued compensated absences	29,599	24,537
Capital lease payable - current portion	4,683	-
Current portion of long-term debt	63,689	67,813
Deferred revenues	195,219	-
Total Current Liabilities	530,639	292,424
Non-current Liabilities		
Capital lease payable	14,439	-
Note payable	2,100,016	2,163,729
Total Non-current Liabilities	2,114,455	2,163,729
Total Liabilities	2,645,094	2,456,153
Net Assets		
With donor restrictions	2,390,919	1,003,196
Without donor restrictions	4,215,285	4,751,601
Total Net Assets	6,606,204	5,754,797
Total Liabilities and Net Assets	$ 9,251,298	$ 8,210,950

The accompanying notes are an integral part of these financial statements.

Treasure Coast Food Bank, Inc.
STATEMENTS OF ACTIVITIES
For the Year Ended June 30, 2019
(With Summarized Comparative Information for the Year Ended June 30, 2018)

	2019			2018
	Without Donor Restrictions	With Donor Restrictions	Total	Total
Support and Revenues				
Support				
Grants and contributions	$ 2,278,345	$ 375,173	$ 2,653,518	$ 2,106,468
Children's Services Council of Martin County	-	217,765	217,765	213,640
Children's Services Council of St. Lucie County	-	71,522	71,522	68,063
In-kind contributions	12,298,722	7,099,648	19,398,370	19,157,952
Special events and direct mail	544,143	-	544,143	499,464
Less: direct benefits to donors	(52,501)	-	(52,501)	(41,382)
Total Support	15,068,709	7,764,108	22,832,817	22,004,205
Revenues				
Handling fees - agency	222,245	-	222,245	210,673
Handling fees - purchased food	23,025	-	23,025	4,623
Miscellaneous	17,772	-	17,772	5,135
Investment income	2,532	-	2,532	-
Net assets released from restrictions	6,376,385	(6,376,385)	-	-
Total Revenues	6,641,959	(6,376,385)	265,574	220,431
Total Support and Revenues	21,710,668	1,387,723	23,098,391	22,224,636
Expenses				
Program Services				
General food and product distribution	14,722,005	-	14,722,005	15,670,924
CSC of MC Whole Child Connection	226,528	-	226,528	213,640
CSC of SLC Healthy Kids and Benefit Outreach	74,498	-	74,498	68,063
Food production plant	362,399	-	362,399	313,064
Benefits outreach and case management	6,212,329	-	6,212,329	4,586,447
Total Program Services	21,597,759	-	21,597,759	20,852,138
Supporting Services				
General administration	458,660	-	458,660	414,420
Fundraising	190,565	-	190,565	173,180
Total Supporting Services	649,225	-	649,225	587,600
Total Expenses	22,246,984	-	22,246,984	21,439,738
Change in Net Assets	(536,316)	1,387,723	851,407	784,898
Net Assets - Beginning of Year	4,751,601	1,003,196	5,754,797	4,969,899
Net Assets - Ending of Year	$ 4,215,285	$ 2,390,919	$ 6,606,204	$ 5,754,797

The accompanying notes are an integral part of these financial statements.

Treasure Coast Food Bank, Inc.
STATEMENTS OF CASH FLOWS
For the Year Ended June 30, 2019
(With Comparative Totals for the Year Ended June 30, 2018)

	2019	2018
Cash Flows from Operating Activities		
Change in Net Assets	$ 851,407	$ 784,898
Adjustments used to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation expense	464,896	436,156
Securities (gain)/loss	338	(240)
Donated securities	(5,028)	(5,011)
Decrease (Increase) in assets:		
Receivables	(439,741)	200,770
Inventories	(1,214,770)	(1,362,489)
Other assets	6,774	(4,344)
Increase (Decrease) in liabilities:		
Accounts payable	36,067	16,955
Accrued payroll	1,308	2,775
Accrued compensation	5,062	1,011
Deferred revenues	195,219	-
Net Cash Provided (Used) by Operating Activities	(98,468)	70,481
Cash Flows from Investing Activities		
Purchases of capital assets	(38,844)	(382,910)
Cash Flows from Financing Activities		
Proceeds from capital lease/note payable	23,805	234,221
Principal payments on notes payable and capital leases	(72,520)	(66,695)
Net Cash Provided (Used) by Financing Activities	(48,715)	167,526
Net Increase (Decrease) in Cash and Cash Equivalents	(186,027)	(144,903)
Cash and Cash Equivalents - Beginning of Year	746,255	891,158
Cash and Cash Equivalents - End of Year	$ 560,228	$ 746,255
Supplemental disclosures of cash flow information		
Interest expense	$ 99,607	$ 96,164
Capitalized interest	$ -	$ 3,029
Donated securities	$ 5,028	$ 5,011

The accompanying notes are an integral part of these financial statements.

Treasure Coast Food Bank, Inc.
STATEMENTS OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2019
(With Summarized Comparative Information For the Year Ended June 30, 2018)

	Program Services						Supporting Services				
	General Food and Product Distribution	CSC of MC Whole Child Connection	CSC of SLC Healthy Kids and Benefits Outreach	Food Production Plant	Benefits Outreach and Case Management	Total	General Administration	Fundraising	Total	June 30, 2019 Total	June 30, 2018 Total
Donated food	$ 12,452,111	$ -	$ -	$ -	$ 5,723,586	$ 18,175,697	$ -	$ -	$ -	$ 18,175,697	$ 17,808,921
Salaries	743,718	153,364	66,990	173,302	200,606	1,337,980	217,421	117,074	334,495	1,672,475	1,564,912
Depreciation	371,917	-	-	-	-	371,917	79,033	13,946	92,979	464,896	436,156
Food purchases	312,718	-	-	-	55,185	367,903	-	-	-	367,903	171,551
Insurance	106,112	21,856	-	30,934	39,727	198,629	37,243	12,414	49,657	248,286	211,027
Professional fees	85,214	13,927	-	3,778	25,733	128,652	24,117	8,039	32,156	160,808	74,816
Postage and freight	121,012	147	-	98	30,315	151,572	-	-	-	151,572	150,224
Payroll taxes	53,613	11,131	5,057	12,458	14,243	96,502	15,682	8,444	24,126	120,628	113,170
Repairs and maintenance	85,543	-	-	838	21,595	107,976	-	-	-	107,976	123,930
Interest	6,678	-	-	73,003	-	79,681	14,938	4,988	19,926	99,607	96,164
Advertising/marketing	57,971	175	-	1,950	15,026	75,122	14,082	4,694	18,776	93,898	72,522
Utilities	17,232	853	-	36,880	13,742	68,707	12,882	4,294	17,176	85,883	84,259
Warehouse costs	43,125	-	-	7,313	12,610	63,048	-	-	-	63,048	74,245
Fuel	47,386	-	-	25	11,853	59,264	-	-	-	59,264	62,727
Occupancy	18,315	8,403	-	9,217	8,984	44,919	8,423	2,807	11,230	56,149	46,052
Travel	41,735	2,006	-	1,112	-	44,853	8,410	2,804	11,214	56,067	60,905
Workers compenstion insurance	21,917	4,664	1,212	5,344	6,769	39,906	6,485	3,492	9,977	49,883	43,148
Transportation food costs	32,008	-	-	70	8,020	40,098	-	-	-	40,098	27,962
Retirement	14,449	1,101	1,239	-	2,649	19,438	3,159	1,701	4,860	24,298	19,705
Dues and subscriptions	13,411	75	-	95	3,397	16,978	3,185	1,063	4,248	21,226	18,522
Telephone	7,088	5,255	-	1,053	3,349	16,745	3,140	1,047	4,187	20,932	19,031
Equipment purchase/rental	10,068	859	-	3,336	3,566	17,829	-	-	-	17,829	25,318
Contract labor	17,471	-	-	-	-	17,471	-	-	-	17,471	56,863
Office supplies and expenses	9,099	956	-	797	2,713	13,565	2,543	848	3,391	16,956	22,062
Miscellaneous	8,120	32	-	40	2,048	10,240	1,920	640	2,560	12,800	22,299
Bank fees	7,500	-	-	-	1,875	9,375	1,758	586	2,344	11,719	9,372
Conferences and conventions	6,338	-	-	172	1,627	8,137	1,526	509	2,035	10,172	8,406
Payroll administration	6,176	100	-	230	1,626	8,132	1,321	711	2,032	10,164	8,896
Printing and binding	3,960	1,624	-	354	1,485	7,423	1,392	464	1,856	9,279	6,573
Total	$ 14,722,005	$ 226,528	$ 74,498	$ 362,399	$ 6,212,329	$ 21,597,759	$ 458,660	$ 190,565	$ 649,225	$ 22,246,984	$ 21,439,738

The accompanying notes are an integral part of these financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Treasure Coast Food Bank, Inc. (the "Organization") has been serving the Treasure Coast since 1988. The Organization is a nonprofit organization incorporated May 11, 1989, under the laws of the State of Florida. The Organization operated during 1988 as an unincorporated entity. The Organization is a private, non-profit organization that distributes surplus food and personal items to other non-profit agencies and recognized denominations in St. Lucie, Indian River, Martin and Okeechobee counties. The Organization is authorized through the State of Florida to receive commodities from the United States Department of Agriculture ("USDA") for distribution in the four-county region, providing food for frontline emergency food assistance. It is also responsible for assisting with procurement and distribution of donated emergency products during and after disasters. The Organization is fully committed to its mission of providing food and resources in our communities with the goal of alleviating hunger, educating others on the causes of hunger, and feeding hope for a brighter future through delivery of collaborative programs.

Donated food is received from the USDA, wholesalers, distributors, manufacturers, retailers, and individuals. The Organization also purchases food to supplement donations received.

Food is distributed to local 501(c)(3) charities, such as food pantries, soup kitchens, shelters, children's and senior meal programs, and other programs that offer assistance to low-income individuals and families in St. Lucie, Martin, Indian River, and Okeechobee counties.

In addition to collecting and distributing food, the Organization operates advocacy and public education programs. Advocacy efforts focus on outreach to underserved populations, research, and public policy issues that affect the root causes of hunger.

The Organization is a member of Feeding America (formerly known as America's Second Harvest - The Nation's Food Bank Network), a national hunger-relief organization of food banks and food rescue organizations.

U.S. Government Program

The Emergency Food Assistance Program ("TEFAP") supplements the diets of some low-income Americans by providing them with emergency food and nutrition assistance at no cost. The USDA allocates TEFAP commodities to each state.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

U.S. Government Program (Continued)

States designate an agency to order, store, distribute, and track TEFAP commodities, as well as monitor distribution sites. These distribution sites provide the commodities for household consumption or use them to prepare and serve meals in a congregate setting. Recipients of food for home use must meet income eligibility criteria set by the states. Recipients of foods prepared from USDA commodities at congregate feeding sites are presumed to be low income and are therefore not subject to eligibility criteria.

Fiscal Year

The Organization's fiscal year ends on June 30th. References to 2019 and 2018 in the accompanying financial statements relate to the years ended June 30, 2019 and 2018, respectively.

Estimates

Management of the Organization has made a number of estimates and assumptions relating to the reporting of asset, liabilities, revenue and expenses, and the disclosure of contingent assets and liabilities. Actual results could differ from those results but, in the opinion of management, such differences would not be material.

Financial Statement Presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board (FASB) in its FASB Accounting Standards Codification (ASC) 958, *Financial Statements of Not-for-Profit Organizations*. Under ASC 958, the Organization is required to report information regarding its financial position and activities are required to be reported according to two classes of net assets (net assets with donor restrictions, and net assets without donor restrictions) based upon the existence or absence of donor-imposed restrictions.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, cash and cash equivalents are defined as short-term, highly liquid investments that are both: (a) readily convertible to known amounts of cash, and (b) so near their maturity (three months or less) that they present insignificant risk of changes in value because of changes in interest rates. Cash and cash equivalents include savings and checking accounts, money market funds and certificate of deposits with a maturity of less than 90 days.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Investments

Investments are initially recorded at their acquisition cost (including brokerage and other transaction fees) if they are purchased, and, at fair value if they are received as a contribution or through an agency transaction. Subsequent to acquisition, investments in equity securities, with readily determinable fair value, and all debt securities are recorded at fair value. All other securities are evaluated for impairment, if the impairment is considered other than temporary; the security is recorded at fair value.

The investment policy allows investments to be allocated in equities (20%-60%), fixed income (10%-40%), and cash and/or equivalents (0%-20%). Equities are ownership interest possessed by shareholders in a corporation. Fixed income investments are oriented to government, corporate, municipal bonds, and to preferred stock paying a fixed dividend. Cash equivalents are any highly liquid security with a known market value and maturity, when acquired, of less than one year, and may include money market funds and U.S. Treasury Bills.

The overall objectives require the portfolio to be of above average quality and holdings be diversified as to issuer, style, and sector. Equity securities are limited to those of high quality and actively traded on either the NYSE or NASDAQ exchanges. Short-term, fixed-income investments must be rated at least A-1 Standard and Poor's Corporation ("S&P") and P-1 by Moody's Investment Services, Inc. ("Moody's"). Long-term, fixed-income securities must be rated A or better by S&P and Moody's. Short-term investments eligible for purchase include certificates of deposit, money market funds, federally-sponsored agency obligations, and short term debt obligations of the U.S. Government, so long as they meet rating guidelines.

Inventory

Inventory, determined by the first-in, first-out method, consists of donated food and grocery products, U.S. Department of Agriculture commodities, and purchased product at the lower of cost or market. The donated goods inventory is stated at $1.62 per pound at June 30, 2019 and $1.68 per pound at June 30, 2018, which is the estimated wholesale fair market value at the time of donation. USDA commodities inventory is stated at $1.62 per pound at June 30, 2019 and $1.68 per pound at June 30, 2018. Purchased product inventory is stated at cost.

Capital Assets

It is the Organization's policy to capitalize property and equipment valued over $1,000. All purchased items are stated at cost and donated items are stated at fair value at the date of donation. All expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Depreciation is computed on the straight-line method over the estimated lives of the assets ranging from three to thirty-nine years. Construction in progress relates building improvement and is capitalized when the asset is placed-in-service.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date as required by the Fair Value measurements and Disclosures Topic of the Accounting Standards Codification (ASC) – ASC 820 of the Financial Standards Accounting Board (FASB). ASC 820 establishes a three-level hierarchy for fair value measurements based upon the observability of inputs to the valuation of the asset or liability as of the measurement date. ASC 820 expands disclosures about instruments measured at fair value and applies to other accounting pronouncements that require or permit fair value measurements and, accordingly, it does not require any new fair value measurements.

As noted above, ASC 820 establishes a three-level valuation hierarchy for the disclosure of fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. The three levels of inputs used to measure fair value are as follows:

Level 1 – Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.

Level 2 – Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 – Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

When available, the Organization measures fair value using level 1 inputs because they generally provide the most reliable evidence of fair value.

The primary uses of fair value measures in the Organization's financial statements are:

- Initial measurement of non-cash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of short term investments.
- Recurring measurement of endowment investments.
- Cash and cash equivalents, accounts receivable, other assets, accounts payable, accrued liabilities, and promises to give receivable have a carrying amount that is a reasonable estimate of the fair value because of the short maturity of these instruments.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Assets

The financial statements report net assets and changes in net assets in two classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Net Assets Without Donor Restrictions

Net assets without donor restrictions are resources available to support operations. The only limits on the use of these net assets are the broad limits resulting for the nature of the Organization, the environment in which it operates, the purposes specified in it corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Net Assets With Donor Restrictions

Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restriction will expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature; the Organization must continue to use the resources in accordance with the donor's instructions.

The Organization's unspent contributions are included in this class if the donor limited their use, as are its donor restricted endowment funds and its beneficial interest in a perpetual charitable trust held by a bank trustee.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions. Net assets restricted for acquisition of buildings or equipment (or less commonly, the contribution of those assets directly) are reported as net assets with donor restrictions until the specified asset is placed in service by the Organization, unless the donor provides more specific directions about the period of its use.

Classification of Transactions

All revenues and net gains are reported as increases in net assets without donor restrictions in the statement of activities unless the donor specified the use of the related resources for a particular purpose or in a future period. All expenses and net losses other than losses on endowment investments are reported as decreases in net assets without donor restrictions. Net gains on endowment investments increase net assets with donor restrictions, and net losses on endowment investments reduce that net asset class.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

The Organization follows the FASB ASC 958-605, *Revenue Recognition – Contributions Received.* In accordance with the above, contributions received are recorded as with donor restrictions or without donor restrictions support depending on the existence and/or nature of any donor restrictions.

Support that is restricted by the donor is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

Compensated Absences

Employees are entitled to paid vacation and sick leave, depending on job classification and length of service. Sick time is forfeited upon separation; and, therefore is not included as a liability on the Statement of Financial Position. However, accrued vacation, a maximum of 48 hours, may be payable upon separation and therefore is accrued and reflected as a liability.

Contributions and Grants

Contributions received are measured at their fair values and are reported as an increase in net assets. Gifts, grants and other assets are reported as with donor restrictions support if they are received with donor stipulations that limit the use of the donated asset, or if they are designated as support for periods.

Unconditional promises to give are recognized as revenues or gains in the period received and as assets, decreases of liabilities, or expenses, depending on the form of benefits received. Conditional promises to give are recognized only when the conditions on which the promise is made are substantially met and the promises become unconditional.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated Materials and Services

Donations of food and grocery products by the food industry, other businesses, community organizations and individuals are recorded as support at their estimate fair market value. The policy adopted by the Board of Directors is to value donated product at $1.68 per pound through December 31, 2018 and $1.62 per pound as of January 1, 2019 for the year ended June 30, 2019. This is the approximate average value for the past five years based on an independent accountants' report to Feeding America, located in Chicago, Illinois.

Donations without donor restrictions, memorials, and bequests in the accompanying Statements of Activities included $19,398,370 and $19,157,952 of in-kind food donations (approximately 11,802,280 pounds and 11,222,728 pounds of food) during the years ended June 30, 2019 and 2018 received from the above referenced sources.

Donated property, materials, and equipment are recorded as contributions at their estimated fair market value at the date of donation. Such donations are reported as increases in net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose.

Donated Professional Services

A substantial number of volunteers have donated their time in various Food Bank programs and special events. Donated professional services are recorded at the estimated fair market as both support and expense in the period that the services were performed if they meet the criteria of FASB ASC 958-605 and subsections. The Organization does not recognize any support, revenue, or expense contributed by volunteers, as management has determined there is no practical way to estimate their value. No amounts have been reflected in the financial statements for donated services which do not require specialized skills.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statements of Activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Advertising

Advertising costs are charged to expense in the year incurred. Advertising expense was $93,898 and $72,522, respectively, for the years ended June 30, 2019 and June 30, 2018.

Tax Exempt Status

The Organization is exempt from Federal income taxes under the provisions of the Internal Revenue Code 501(c)(3) and is not considered a private foundation. The tax periods open to examination in which the Foundation is subject include the fiscal years ended June 30, 2016, 2017 and 2018. No uncertain tax positions within the scope of ASC 740, *Accounting for Uncertainty in Income Taxes*, existed as of June 30, 2019.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash balances are maintained with several institutions. At June 30, 2019 the Organization had $583,960 on deposit in banks, all of which was fully insured by the Federal Deposit Insurance Corporation (FDIC) and Securities Investor Protection Corporation (SIPC). At June 30, 2018, the Organization had $745,955 on deposit in banks, all of which was insured by the Federal Deposit Insurance Corporation (FDIC) and Securities Investor Protection Corporation (SIPC). Cash and cash equivalents consisted of the following at June 30:

	2019	2018
Cash and Cash Equivalents		
Checking accounts	$ 240,874	$ 91,775
Savings accounts	90,032	205,000
Money market	229,022	449,180
Petty cash on hand	300	300
Total Cash and Cash Equivalents	$ 560,228	$ 746,255

NOTE 3 – INVENTORY

Certain inventory amounts are restricted to distribution programs serving the needy. Therefore, the value of ending inventory, which has been donated, is reflected as a contribution with donor restriction. Distribution of donated inventory on hand at the beginning of the year is reflected in the Statements of Activities as assets released from restrictions during the year.

NOTE 4 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of June 30, 2019 are:

Cash	$ 560,228
Accounts receivable	14,398
Grants receivable	582,874
Other current assets	31,602
Certificates of deposit	211,663
Investments	14,866
Less financial assets not available within one year:	
Certificates of deposit	(211,663)
Less amounts with donor restrictions	(202,306)
Total financial assets available for general expenditure	$ 1,001,662

NOTE 5 – CAPITAL ASSETS

Capital Assets, stated at cost:

	Balance July 1, 2018	Additions	Balance June 30, 2019
Land	$ 380,213	$ -	$ 380,213
Buildings	1,928,132	-	1,928,132
Equipment	1,383,380	-	1,383,380
Warehouse equipment	251,246	26,194	277,440
Office equipment	34,927	3,320	38,247
Furniture and fixtures	17,153	-	17,153
Vehicles	905,486	-	905,486
Improvements	2,214,611	9,330	2,223,941
Software	19,001	-	19,001
Total Capital Assets	7,134,149	38,844	7,172,993
Less: Accumulated Depreciation	(2,081,257)	(464,896)	(2,546,153)
Net Capital Assets	$ 5,052,892	$ (426,052)	$ 4,626,840

Depreciation expense was $464,896 and $436,156 for the years ended June 30, 2019 and 2018, respectively.

NOTE 6 – GRANTS RECEIVABLES

Grants receivables at June 30, consists of:

	2019	2018
State of Florida - TEFAP	$ 361,777	$ 71,020
State of Florida - Summer Feeding Program	82,695	-
United Way - St. Lucie County	15,000	-
United Way - Martin County	30,000	40,000
United Way - Okeechobee County	4,750	-
Other grants	88,652	37,954
Total Grants Receivables	$ 582,874	$ 148,974

NOTE 7 – NOTES PAYABLE

In May 2013, the Organization obtained a $742,500 note payable from a bank to finance the purchase of land and a building. Interest is payable monthly at a fixed rate of 4% with interest-only payments due for the first 12 months. After the interest-only period, monthly principal and interest payments are based upon a twenty-four year amortization with a balloon payment due May 2, 2024. The note is secured by land and building. In the event the Organization loses its 501c (3) tax exempt status during the term of the loan, the interest rate will increase to 6.45%.

During fiscal year 2018, the $1.3 million line of credit was converted to a loan at a fixed interest rate of 5.5%. Installment payments of principal and interest are due monthly, beginning July 31, 2017 in the amount of $8,943, with a final balloon payment due July 31, 2023. The loan is secured by land, improvements and equipment.

During fiscal year 2018, the $300,000 line of credit was converted to a loan at a fixed interest rate of 1.5%. Interest is due monthly, beginning August 31, 2017, with a final balloon payment due June 30, 2023.

Maturities of long-term debt obligations are as follows:

	Building	Production Kitchen	Total
Year Ending June 30,			
2020	$ 22,893	$ 40,796	$ 63,689
2021	23,909	43,282	67,191
2022	24,896	45,723	70,619
2023	25,925	1,394,665	1,420,590
2024	541,616	-	541,616
	$ 639,239	$ 1,524,466	$ 2,163,705

In addition, the Organization also had a $250,000 unused line of credit, at June 30, 2019, with a bank, to be drawn upon as needed, at an interest rate of 5.75%,

NOTE 8 – CAPITAL LEASES

The Organization entered into a lease agreement for a forklift during the year ended June 30, 2019. The lease agreement qualifies as a capital lease for accounting purposes, and therefore, has been recorded at the present value of future minimum lease payments as of the lease inception date.

The equipment being leased has a cost to the Organization of $23,805 and a carrying value of $19,122. The cost to the Organization of $23,805 was included in current year additions under warehouse equipment in Note 5. The future minimum lease obligation and the net present value of these minimum lease payments as of June 30, 2019 were as follows:

Fiscal Year Ended June 30,	Amount
2020	$ 4,683
2021	4,683
2022	4,683
2023	4,683
2024	390
Total minimum lease payments	$ 19,122

NOTE 9 – OPERATING LEASES

Treasure Coast Food Bank, Inc. has entered into an 84-month agreement on January 8, 2015 to rent a tractor semi, with a monthly payment of $1,932.

In October 2017, the Organization entered into a 63-month operating lease for 7 copiers, with a monthly payment of $776.42.

In July 2019, the Organization entered into a 36-month operating lease to rent commercial property, with monthly payments of $1,511.67, $1,557.02, and $1,603.88 covering the years ended June 30, 2020, 2021 and 2022, respectively.

Future minimum payments are as follows:

Fiscal Year Ended June 30,	June 30
2020	$ 50,911
2021	51,185
2022	40,156
2023	5,435
Total	$ 147,687

Rent expense of $49,960 on these operating leases was included in repairs and maintenance on the Statement of Functional Expenses.

NOTE 10 – EMPLOYEE RETIREMENT PLANS

The Organization offers Simple and Roth IRA's to eligible employees, matching contributions up to three percent.

No unfunded liability existed at June 30, 2019 and 2018. The Organization made contributions of $24,298 during the year ended June 30, 2019 and $19,705 in the previous fiscal year for the Simple IRA.

NOTE 11 – RESTRICTED NET ASSETS AND RELEASE OF RESTRICTED NET ASSETS

Net assets with donor restrictions at June 30, 2019 and 2018 are available for the following purposes:

	June 30, 2019	June 30, 2018
Purpose restrictions:		
Program	$ 49,750	$ 40,000
Inventory	2,102,854	721,228
Building	85,759	89,412
Capital improvements	152,556	152,556
Total Net Assets With Donor Restrictions	$ 2,390,919	$ 1,003,196

Net assets were released from donor/grantor restrictions by incurring expenses satisfying the purpose or time restrictions specified as follows:

	June 30, 2019	June 30, 2018
Purpose restriction accomplished:		
General food and product distribution	$ 5,970,285	$ 4,237,639
Capital improvements	-	344,373
Whole child connection	217,765	213,640
Benefits outreach and case management	177,447	264,103
Management and general	10,888	9,716
Total Net Assets Released From Restrictions	$ 6,376,385	$ 5,069,471

NOTE 12 – COMMITMENTS AND CONTINGENIES

Reimbursement claims under Federal and state program grants are subject to audit and adjustment by grantor agencies. Any disallowed claims might become a liability of the Organization. The Organization is aware of no communications from granting agencies regarding the lack of compliance with grant conditions that could result in a liability. There are no asserted or known unasserted claims against the Organization that require disclosure or a loss accrual under Financial Accounting Standards Board Statement No.5.

The Organization is exposed to various risks of loss related to operations, theft of, damage to and destruction of assets, errors, omission, and natural disasters for which commercial insurance is carried. There has been no significant reduction in insurance coverage from the prior year and the Organization has not been required to pay any settlements in excess of insurance coverage during the last three fiscal years.

NOTE 13 – FAIR VALUES OF FINANCIAL INSTRUMENTS

The following methods and assumptions were used to estimate the fair value of financial instruments:

Cash and Cash Equivalents – The carrying amount reported in the balance sheet for cash and cash equivalents approximates its fair value.

Accounts Receivable, Other Current Assets and Accounts Payable – The carrying amount of accounts receivable, other current assets, and accounts payable in the balance sheet approximates fair value.

Long Term Debt – The carrying amount of notes payable approximates fair value.

The carrying amounts of the Organization's financial instruments at June 30, 2019, approximate fair value.

NOTE 14 – COMPARATIVE AMOUNTS

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

NOTE 15 – CHANGE IN ACCOUNTING PRINCIPLES

The Organization implemented FASB ASU No. 2016-14 in the current year, applying the changes retrospectively. The new standards change the following aspects of the financial statements:

- The temporarily restricted and permanently restricted net asset classes have been combined into a single net asset class called net assets with donor restrictions.
- The unrestricted net asset class has been renamed net assets without donor restrictions.

The changes have the following effect on net assets at July 1, 2017:

Net Asset Class	As Originally Presented	After Adoption of ASU 2016-14
Permanently restricted	$ 15,000	
Temporarily restricted	931,114	
Unrestricted	4,023,785	
Net assets with donor restrictions		$ 946,114
Net assets without donor restrictions		4,023,785
Total Net Assets	$ 4,969,899	$ 4,969,899

NOTE 16 – SUBSEQUENT EVENTS

The Organization has assessed subsequent events from June 30, 2019 through December 11, 2019, which is the date the financial statements were released.

Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Board of Directors
Treasure Coast Food Bank, Inc.
Fort Pierce, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States of America, the financial statements of Treasure Coast Food Bank, Inc., which comprise the statement of financial position as of June 30, 2019 and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to financial statements and have issued our report thereon dated December 11, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Treasure Coast Food Bank, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Treasure Coast Food Bank, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Treasure Coast Food Bank, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control, that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses. Given these limitations, during our audit, we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL

Board of Directors
Treasure Coast Food Bank, Inc.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Treasure Coast Food Bank, Inc.'s financial statements are free of material misstatement; we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger Toombs Elam Gaines & Frank

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

December 11, 2019

Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

The Board of Directors
Treasure Coast Food Bank, Inc.
Fort Pierce, Florida

Report on Compliance for Each Major Federal Program

We have audited Treasure Coast Food Bank, Inc.'s (the "Organization") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Treasure Coast Food Bank, Inc.'s major federal programs for the year ended June 30, 2019. Treasure Coast Food Bank, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("*Uniform Guidance*").* Those standards, the Uniform Guidance, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above, that could have a direct and material effect on a major federal program, occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

The Board of Directors
Treasure Coast Food Bank, Inc.

Opinion on Each Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control Over Compliance

Management of the Treasure Coast Food Bank, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Treasure Coast Food Bank, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

The Board of Directors
Treasure Coast Food Bank, Inc.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Berger Toombs Elam
Gaines + Frank

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL

December 11, 2019

Treasure Coast Food Bank, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2019

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA #	Contract/Grant Number	PROGRAM YEAR	Pass Through Entity ID	TOTAL EXPENDED
UNITED STATES DEPARTMENT OF AGRICULTURE					
Indirect Programs:					
Passed Through the Florida Department of Agriculture and Consumer Services					
Emergency Food Assistance Program (Trade Mitigation)	10.178	026190	2018/2019		$ 39,960
CHILD NUTRITION CLUSTER					
Summer Food Service Program for Children	10.559	018733	2018/2019	000001138	325,423
FOOD DISTRIBUTION CLUSTER					
Commodity Supplemental Food Program	10.565	024326	2018/2019		10,957
Commodity Supplemental Food Program	10.565	024403	2018/2019		16,434
Emergency Food Assistance Program (Administrative Costs)	10.568	022747	2018/2019		328,619
Emergency Food Assistance Program (Food Commodities)	10.569		2018/2019		5,723,586
Total Food Distribution Cluster					6,079,596
Passed Through the Florida Department of Health					
Child and Adult Care Food Program	10.558	A-5679	2018/2019		57,906
Total US Department of Agriculture					$ 6,502,885

See accompanying notes to Schedule of Expenditures of Federal Awards.

Treasure Coast Food Bank, Inc.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2019

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of Treasure Coast Food Bank, Inc. (the "Organization") under programs of the federal government for the year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Treasure Coast Food Bank, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Treasure Coast Food Bank, Inc.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (*Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Treasure Coast Food Bank, Inc. has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 3 – PROGRAM CLUSTERS

The Uniform Guidance defines a cluster of programs as a grouping of closely related programs that share common compliance requirements. According to this definition, similar programs deemed to be a cluster of programs are considered to be one program and are tested accordingly.

NOTE 4 – SUB-RECIPIENT MONITORING

The Organization has provided no federal awards to subrecipients.

NOTE 5 – CONTINGENCIES

Amounts received, or receivable, from grantor agencies are subject to audit and adjustment by grantor agencies. If any expenditure is disallowed as a result of these audits the claims for reimbursement to the grantor agency would become a liability of the Organization. In the opinion of Management, all grant expenditures are in compliance with the terms of the grant agreements and applicable federal laws and regulations.

Treasure Coast Food Bank, Inc.
Schedule of Findings and Questioned Costs – Federal Programs
For the Year Ended June 30, 2019

SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting	
Material weakness(es) identified?	____ Yes __X__ No
Significant deficiency(ies) identified?	____ Yes __X__ None Reported
Noncompliance material to financial statements noted?	____ Yes __X__ No

Federal Awards

Internal Control over major programs:	
Material weakness(es) identified?	____ Yes __X__ No
Significant deficiency(ies) identified?	____ Yes __X__ None Reported
Type of auditor's report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)?	____ Yes __X__ No

Identification of major programs

CFDA Number(s)	Name of Federal Program(s) or Cluster(s)
10.565/10.568/10.569	Food Distribution Cluster (Emergency Food Assistance Program for Children and Commodity Supplemental Food Program)

Dollar threshold used to distinguish between Type A and Type B programs: $750,000

Auditee qualified as low-risk auditee, pursuant to Uniform Guidance? ____ Yes __X__ No

FINDINGS – FINANCIAL STATEMENTS

There are no findings related to the financial statements which are required to be reported in accordance with *Government Auditing Standards*

FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL PROGRAMS

There were no audit findings related to federal programs required to be reported by Section 2 CFR 200.516(a), *Uniform Guidance*.

Treasure Coast Food Bank, Inc.
Schedule of Findings and Questioned Costs – Federal Programs
For the Year Ended June 30, 2019

OTHER ISSUES – SUMMARY OF PRIOR AUDIT FINDINGS

There is no Summary of Prior Audit Findings or Corrective Action Plan required to be reported under the Federal Single Audit Act, as there were no prior year audit findings related to Federal programs.

MEN AND WOMEN OF THE SWORD

Mailing Address:
P O Box 2876
Fort Pierce FL 34954

Location:
1 211 Ave Q
Fort Pierce FL 34950

Office: (772)409-4873
Fax: (772)448-4047
Cell: (772)204-5015

02/04/2021

Sword Outreach Mentoring and Resource Center, Inc

1211 Ave Q,
Fort Pierce, FL 34950

Dear Communitywide Council Members:

I am writing to express our organization's support for Treasure Coast Food Bank's 2021 Public Service grant proposal to the City of Ft. Pierce to help fund TCFB's 2021 Summer Feeding program.
Sword Outreach Mentoring and Resource Center Summer Camps consists of two separate sites servicing two separate age groups. Treasurer Coast Food Bank Summer Feeding has been very intricate in ensuring our youth and families have had meals for breakfast, lunch, and snack during our summer camp sessions since 2017.
For 4 years, we have partnered with TCFB to provide healthy meals and snacks to youth during the summer months. We believe that the Summer Feeding program is both a lifeline for the youth who participate in our summer program and for our organization.
For the youth we serve, our partnership with TCFB assures them a healthy meal during the week. Each day, youth look forward to TCFB's Summer Feeding staff to arrive with its freshly prepared food.
Regarding our organization, we know that the Summer Feeding component is a selling point to parents that ultimately boosts overall enrollment and engagement in our program, and it also allows our staff to allocate precious resources to enrichment activities that we'd otherwise have to direct towards a food budget. It is not an exaggeration to say that without the partnership we have with TCFB, our summer program would not be the same.
We thank you for your consideration of the Food Bank's grant proposal as well as for this grant program and its continuing commitment to addressing many of the most challenging issues our community faces.

Sincerely,

Mrs. Sherquita McFolley
Education Coordinator
Sword Outreach Mentoring and Resource Center, Inc
1211 Ave Q, Ft. Pierce, Fl 34950

02/04/21

Firehouse Youth Centre and KidLife PreSchool
5003 Melville Rd
Fort Pierce, FL 34982

Dear Communitywide Council Members:

I am writing to express our organization's support for Treasure Coast Food Bank's 2021 Public Service grant proposal to the City of Ft. Pierce to help fund TCFB's 2021 Summer Feeding program.

We are a non-profit organization that provide preschool, VPK, and Summer Camp programs for our community. We serve lunches to all of our children and when given the opportunity, their families.

For7 years, we have partnered with TCFB to provide healthy meals and snacks to youth during the summer months. We believe that the Summer Feeding program is both a lifeline for the youth who participate in our summer program and for our organization.

For the youth we serve, our partnership with TCFB assures them a healthy meal during the week. Each day, youth look forward to TCFB's Summer Feeding staff to arrive with its freshly-prepared food.

Regarding our organization, we know that the Summer Feeding component is a selling point to parents that ultimately boosts overall enrollment and engagement in our program, and it also allows our staff to allocate precious resources to enrichment activities that we'd otherwise have to direct towards a food budget. It is not an exaggeration to say that without the partnership we have with TCFB, our summer program would not be the same.

We thank you for your consideration of the Food Bank's grant proposal as well as for this grant program and its continuing commitment to addressing many of the most challenging issues our community faces.

Sincerely,

Dawn M Wood

Director, Firehouse Youth Centre
6550 NW Selvitz Rd., PSL 34984

MC MARTIN COUNTY
LS LIBRARY SYSTEM
www.library.martin.fl.us

BLAKE LIBRARY
2351 SE Monterey Rd.
Stuart, FL 34996
772 288-5702
Tue. & Thurs.10am-8pm
Mon., Wed., Fri., Sat. & Sun. 10am-5:30pm

PETER & JULIE CUMMINGS LIBRARY
2551 SW Matheson Ave.
Palm City, FL 34990
772 288-2551
Tues., Wed., Fri., Sat. 10am-5:30pm
Thurs. Noon-8pm
Closed Sunday & Monday

ELISABETH LAHTI LIBRARY
15200 SW Adams Ave.
Indiantown, FL 34956
772 597-4200
Wed., Thu., Fri., Sat. 10am-5:30pm
Tue. Noon-8pm
Closed Sunday & Monday

HOBE SOUND PUBLIC LIBRARY
10595 SE Federal Hwy.
Hobe Sound, FL 33455
772 546-2257
Tues., Thur., Fri., Sat. 10am-5:30pm
Wed. Noon-8pm
Closed Sunday & Monday

HOKE LIBRARY
1150 NW Jack Williams Way
Jensen Beach, FL 34957
772 463-2870
Tue., Wed., Fri., Sat. 10am-5:30pm
Thur., Noon-8pm
Closed Sunday & Monday

ROBERT MORGADE LIBRARY
5851 SE Community Dr.
Stuart, FL 34997
772 463-3245
Mon., Tue., Thur., Fri., Sat. 10am-5:30pm
Wed. Noon-8pm
Closed Sunday

www.library.martin.fl.us

February 4, 2021

Elisabeth Lahti Library
15200 SW Adams Ave,
Indiantown, FL 34956

To Whom it may concern:

I am writing to express our organization's support for Treasure Coast Food Bank's 2021 Public Service grant proposal to the City of Ft. Pierce to help fund TCFB's 2021 Summer Feeding program.

The Library's vision is to inform and inspire every visitor in Martin County. The Library System and its staff continually strive to provide the educational, cultural, and recreational materials and resources needed to make Martin County a healthy and comfortable place to live. Our Summer Reading program attracts thousands of adults, families, and children each year.

For 3 years, we have partnered with TCFB to provide healthy meals and snacks to youth during the summer months. We believe that the Summer Feeding program is both a lifeline for the youth who participate in our summer program and for our organization.

For the youth we serve, our partnership with TCFB assures them a healthy meal during the week. Each day, youth look forward to TCFB's Summer Feeding staff to arrive with its freshly-prepared food.

Regarding our organization, we know that the Summer Feeding component is a selling point to parents that ultimately boosts overall enrollment and engagement in our program, and it also allows our staff to allocate precious resources to enrichment activities that we'd otherwise have to direct towards a food budget. It is not an exaggeration to say that without the partnership we have with TCFB, our summer program would not be the same.

We thank you for your consideration of the Food Bank's grant proposal as well as for this grant program and its continuing commitment to addressing many of the most challenging issues our community faces.

Sincerely,

Katie Kerns
Library Branch Manager
Martin County Library System
Martin County Board of County Commissioners
kkerns@martin.fl.us
772.220.4651

RIVERSTONE
COMMUNITIES

February,2, 2021

Holiday I MHP
40 SE Broadway St.
Stuart, FL 34994

Dear Communitywide Council Members:

I am writing to express our organization's support for Treasure Coast Food Bank's 2021 Public Service grant proposal to the City of Ft. Pierce to help fund TCFB's 2021 Summer Feeding program.

Holiday I MHP, is a community of mobile homes for low-income families that belongs to Riverstone Communities, we strive every day to make sure that our residents not only live in a safe place but also obtain benefits, we take care of our residents is our mission. For them we have had several organizations that have supported us over the years and among them we have TCFB with which we have received food donations for more than 2 years which has helped more than 60 families weekly, which we consider that It takes a great burden off them economically and emotionally. It gives them peace of mind and savings in the pockets of each of our residents.

For 2 years, we have partnered with TCFB to provide healthy meals and snacks to youth during the summer months. We believe that the Summer Feeding program is both a lifeline for the youth who participate in our summer program and for our organization.

For the youth we serve, our partnership with TCFB assures them a healthy meal during the week. Each day, youth look forward to TCFB's Summer Feeding staff to arrive with its freshly-prepared food.

Regarding our organization, we know that the Summer Feeding component is a selling point to parents that ultimately boosts overall enrollment and engagement in our program, and it also allows our staff to allocate precious resources to enrichment activities that we'd otherwise have to direct towards a food budget. It is not an exaggeration to say that without the partnership we have with TCFB, our summer program would not be the same.

We thank you for your consideration of the Food Bank's grant proposal as well as for this grant program and its continuing commitment to addressing many of the most challenging issues our community faces.

Sincerely,

Ninoska Venegas

Property Manager

Holiday I MHP

40 SE Broadway ST

Stuart, FL 34994

Tel: 772-283-8170

HOLIDAY I MHP.

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Thursday, February 4, 2021

City of Fort Pierce
100 U.S. 1
Fort Pierce, FL 34950

Dear Communitywide Council Members:

I am writing to express our organization's support for Treasure Coast Food Bank's 2021 Public Service grant proposal to the City of Ft. Pierce to help fund TCFB's 2021 Summer Feeding program.

YMCA of the Treasure Coast provides full-day summer camps for children in Kindergarten through eighth grade. Our Stuart location serves more than 200 children on any given day. Most of these children attend Title I schools and more than 50% have demonstrated financial need, as evidenced by their qualifying for tuition subsidies.

For going on five years, we have partnered with TCFB to provide healthy meals and snacks to youth during the summer months. We believe that the Summer Feeding program is both a lifeline for the youth who participate in our summer program and for our organization.

For the youth we serve, our partnership with TCFB assures them a healthy meal during the week. Each day, youth look forward to TCFB's Summer Feeding staff to arrive with its freshly-prepared food.

Regarding our organization, we know that the Summer Feeding component is a selling point to parents that ultimately boosts overall enrollment and engagement in our program, and it also allows our staff to allocate precious resources to enrichment activities that we'd otherwise have to direct towards a food budget. It is not an exaggeration to say that without the partnership we have with TCFB, our summer program would not be the same.

We thank you for your consideration of the Food Bank's grant proposal as well as for this grant program and its continuing commitment to addressing many of the most challenging issues our community faces.

Sincerely,

Robert W. Griggs, M.S.
District Childcare Services Director

YMCA OF THE TREASURE COAST
Richard C. Geisinger, Sr. Branch, 1700 SE Monterey Rd., Stuart, FL 34996
Louis Dreyfus Citrus Branch, 16451 SW Farm Rd., Indiantown, FL 34956
www.ymcatreasurecoast.org (772) 286-4444
The Y is a cause-driven, non-profit association

PROUDLY SUPPORTED BY THE CHILDREN'S SERVICES COUNCIL MARTIN COUNTY

SUMMER MEALS PROGRAM 2020

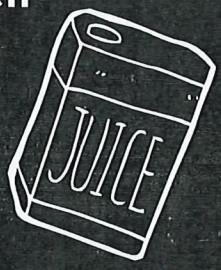




School Ended, Hunger Started Early.

For some children when school ends so does access to nutritious meals. Due to COVID-19, summer food programs have already started and partners have been mobilized to help feed children. Stop hunger by becoming a Summer Feeding Site.
For More information Visit: stophunger.org/sfsp





Contact: Jade Alexander / Program Coordinator
email: ealexander@tcfoodbank.org / call: 561.771.6213

Site Requirements:

- **Complete Treasure Coast Food Bank's Independent Online Summer Meals Training**
- **Provide a sheltered, supervised area for eating or Grab-N-Go style meal distributions. All sites must implement social distancing measures.**
- **Serve meals to children.**
- **Supervise meal service at your site.**
- **Keep daily records of meals served.**



Meals Provided By:

HEALTHY HARVEST catering

TREASURE COAST FOOD BANK
stophunger.org

Mission: Our mission is to alleviate hunger by obtaining and distributing food and other essentials in Indian River, Martin, St. Lucie, and Okeechobee Counties.
stophunger.org Treasure Coast Food Bank is a 501(c)(3) not for profit organization.

facebook.com/tcfoodbank
twitter.com/tcfoodbank
instagram.com/tcfoodbank

Treasure Coast Food Bank - Summer Food Service Program

Media Hits

Indian River Guardian

June 16 Treasure Coast Food Bank's summer meals program provides meals

https://indianriverguardian.com/2020/06/16/treasure-coast-food-banks-summer-meals-program-provides-meals/

All Things Treasure Coast

June 16 Treasure Coast Food Bank's summer meals program provides meals

https://www.allthingstreasurecoast.com/news/Non-Profit-News/Treasure-Coast-Food-Banks-Summer-Meals-Program-provides-meals.html

WPTV

June 17 Treasure Coast group launches summer meals program

https://www.wptv.com/news/region-martin-county/treasure-coast-group-launches-summer-meals-program

Macaroni Kid Treasure Coast Food Bank's Summer Meals Program for Kids Begins

June 18 Published on the Articles page of both the Port St. Lucie and Stuart Macaroni Kid editions.

https://stuart.macaronikid.com/articles/5eec5e35cb1f8d2bcf82d4a1/treasure-coast-food-banks-summer-meals-program-for-kids-begins

https://portstlucie.macaronikid.com/articles/5eec5f684d77eb6cf94db618/treasure-coast-food-banks-summer-meals-program-for-kids-begins

Macaroni Kid – Port St. Lucie

July 29, 2020

- https://portstlucie.macaronikid.com/articles/5f20fd4b33700d63d3434f28/treasure-coast-food-banks-summer-meals-program-formally-ends-8720

Macaroni Kid – Stuart

July 29, 2020

- https://stuart.macaronikid.com/articles/5f20fe44cecac364c484cd67/treasure-coast-food-banks-summer-meals-program-formally-ends-8720

WPBF Online

July 27, 2020

- https://www.wpbf.com/article/local-food-bank-needs-your-help-as-meal-distribution-sites-for-children-close-ahead-of-school-year/33437079

WPBF-TV Interview (Aired multiple times throughout the week)

- July 27, 6:00 pm news hour
  - https://mms.tveyes.com/SolrPowersearch.aspx?SearchTermA=food+bank&Submit1=Search&StartDate=07%2F27%2F2020+00%3A00%3A00&EndDate=07%2F27%2F2020+23%3A59%3A59&market=167&StationID=2760
- July 28, 4:00 am news hour
  - http://mms.tveyes.com/PlaybackPortal.aspx?SavedEditID=cf3c9174-0c29-4c70-a292-c79bcf8ebdc8
- July 28, 5:00 am news hour
  - http://mms.tveyes.com/PlaybackPortal.aspx?SavedEditID=88355973-48d4-4c2c-a14b-7ee609487791
- July 28, 9:00 am news hour
  - http://mms.tveyes.com/PlaybackPortal.aspx?SavedEditID=99bcee8d-e781-4075-bbfb-d38447dff46a

Florida Automated Nutrition System

Organization :
Treasure Coast Food Bank

Program Year :
2019-2020

Sponsor Number :
1138
County :
ST. LUCIE
Application Type :
Renewal

Program Name	Overall Status	Last Approval Date
Summer Food Service Program	Pending	

Sponsor Budget

(/ReviewPanel/ReadNotes?formId=3855&sectionId=3250&sourceId=7073&formName=Sponsor%20Budget&sectionName=Sponsor%20Budget)

(/ReviewPanel/AddNotes?formId=3855&sectionId=3250&sourceId=7073&formName=Sponsor%20Budget&sectionName=Sponsor%20Budget&returnUrl=https%3A%2F%2Ffans.freshfromflorida.com%2FSponsorB

Projected Reimbursement

Operational Reimbursement (Max. Rate)

Location/Meal Prep Type	# of Sites	Total Projected Enrollment (May, Jun, Jul and Aug)	Total operational days (May, Jun, Jul and Aug)	Total Projected Meals (May, Jun, Jul and Aug)	Projected Reimbursement
Rural/Self Prep	0	0	0	0	$0.00
Rural/Vended	0	0	0	0	$0.00
Urban/Self Prep	33	1592	50	130569	$320,409.94
Urban/Vended	0	0	0	0	$0.00

Administrative Reimbursement (Max. Rate)

Location/Meal Prep Type	# of Sites	Total Projected Enrollment (Jun, Jul and Aug)	Total operational days (Jun, Jul and Aug)	Total Projected Meals (Jun, Jul and Aug)	Projected Reimbursement
Rural/Self Prep	0	0	0	0	$0.00
Rural/Vended	0	0	0	0	$0.00
Urban/Self Prep	33	1592	50	130569	$27,949.53
Urban/Vended	0	0	0	0	$0.00

Projected Expenses

Administrative Personnel ?

	Position Title	Number of People in the Position	Wage/Hour (Salaries & Fringe)	Hours Worked/Day	Total Number of Days Worked	Gross Wages (Salarie & Fring
1	Chief Strategy & Advocacy (	1	36	1	28	$1,008.(
2	Senior Director of Program	1	31	4	56	$6,944.(
3	Controller	1	30	2	15	$900.0(
4	Compliance & Capability	1	17	4	35	$2,380.(
5	Social Media Manager/Marl	1	25	2	56	$2,800.(

You have alerts requesting your attention!

	Home (/) Position Title	Number of People in the Position	Wage/Hour (Salaries & Fringe)	Hours Worked/Day	Total Number of Days Worked	Gross Wages (Salarie & Fring
6	Warehouse Clerk	1	16	2	56	$1,792.(

Total Wages: $15,824.(

Administrative Costs ?

	Item Description	Amount
1	Marketing & Advertising	4250
2	Staff & Site Training	1500
3	Printing	2500
4	Mileage	1500
5	Utilities	10000
6	Office Supplies (binders, folders, pens, staples, etc.)	2500

Total : $22,250.00

Total Administrative Costs: $38,074.(

Operational Personnel ?

	Position Title	Number of People in the Position	Wage/Hour (Salaries & Fringe)	Hours Worked/Day	Total Number of Days Worked	Gross Wages (Salarie & Fring
1	Program Coordinator	2	16	2	56	$3,584.(
2	Kitchen Supervisor	1	13	8	56	$5,824.(
3	Food Prep Specialist	7	11	8	56	$34,49(
4	Drivers	2	12	6	48	$6,912.(
5	Site Monitors	2	13	4	42	$4,368.(
6	Warehouse Clerk	1	12	8	56	$5,376.(
7	Warehouse Clerk	1	12	8	56	$5,376.(

Total Gross Wages : $65,936.(

Operational Costs ?

	Item Description	Amount
1	Food Cost	213422.39
2	2 Transportation Vans	7500
3	Trays, Utensils, Napkins	10000
4	Mileage	927.08
5	Utilities	12500

Total : $244,349.47

Total Operational Costs: $310,285.4

Project Reimbursement	
Operational	You have alerts requesting your attenti $320,409.94
Administrative	$27,949.53

Project Reimbursement	
	Total Projected Reimbursement: $348,359.47

Project Expenses	
Operational	$310,285.47
Administrative	$38,074.00
	Total Projected Expenses: $348,359.47

Difference (Projected Reimbursement - Projected Expenses):	$0.00

Back (/Sponsor/SponsorApplication?programTypeId=7)

Next

A logout is scheduled in 59:41 minutes.

You have alerts requesting your attention!

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 - 4:30 pm **11. c.**

Meeting Date: 05/17/2021

Re: Bid No. 2019-024 - Change Order No. 1 - N. 17th St. Roadway Improvements - Pav-Co Contracting, Inc.

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of North 17th Street Roadway Improvements Change Order No. 1 in the total amount of $211,431.88.

SUMMARY:

This change order includes compensation for additional work on the North 17th Street Roadway Improvements. Changes include addition of drainage structures and pipes, paver crosswalks, conduit installation and a 10-inch forcemain. Changes also includes the removal of trees, an existing underground drainage structure and pipe.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Staff shall proceed as directed by the City Commission

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Engineering Department
Pav-CO Contracting, Inc - Contractor
Captec Engineering, Inc. - CEI Services

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	FY20/21
Account:	See Below
Amount:	211,431.88

FISCAL IMPACT:

Funding shall be encumbered from the following

1. Roads and Bridges Impact Fees - Account No. 114-1111-519-6310 in the amount of $62,525.00
2. SUR Expense - Account No. 114-1111-519-6321 in the amount of $32,029.79
3. SMU Revenue - Account No. 403-4300-530-6330 in the amount of $116,877.09 with FPUA

reimbursement in the amount of $102,400.05

Attachments

Change Order No 1

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/11/2021 05:03 PM
City Manager	Nick Mimms	05/12/2021 03:54 PM
Form Started By: Venetia Barnes		Started On: 04/30/2021 03:54 PM
Final Approval Date: 05/12/2021		

CHANGE ORDER NO. 1

NORTH 17TH STREET ROADWAY IMPROVEMENTS

Bid No. 2019-024

DATE: May 4, 2020

CONTRACTOR: Pav-Co Contracting, Inc.

OWNER: City of Fort Pierce

CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	$ 1,701,756.80
NET CONTRACT AMOUNT **INCREASE** RESULTING FROM THIS CHANGE ORDER	:	**$ 211,431.88**
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	$ 1,913,188.68
CURRENT PROJECT EXPIRATION DATE	:	April 13, 2021
REVISED PROJECT EXPIRATION DATE	:	June 30, 2021

CHANGES ORDERED:

I. GENERAL:

This Change Order includes compensation for additional work on the North 17th Street Roadway Improvement project. Changes pertain to the addition of a force main, drainage structure and pipe, drainage relocation, conduit installation and paver crosswalks. Changes also pertain to the removal of banyan trees, a sewer manhole adjustment and the removal of an existing underground drainage structure and pipe.

All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

Description	*Unit*	*Quantity*	*Unit Price*	*Amount*
1. 10" forcemain installation	LS	1	$88,057.79	$88,057.79
2. Banyan tree removal (4)	LS	1	$25,628.40	$25,628.40
3. AT&T conduit installation	LS	1	$31,378.59	$31,378.59
4. Electrical conduit installation	LS	1	$4,642.80	$4,642.80
5. Drainage structure installation near Family Dollar store	LS	1	$4,229.40	$4,229.40
6. Sewer and water main work at Avenue D intersection	LS	1	$13,626.76	$13,626.76
7. Drainage pipe relocation, adjust inverts and remove existing drainage structure and pipe	LS	1	$10,247.64	$10,247.64
8. Sewer manhole adjustment	LS	1	$715.50	$715.50
9. Paver crosswalk addition at Canal Terrace, Ave C and Ave B intersections	LS	1	$32,905.00	$32,905.00
NET INCREASE GENERATED BY THIS CHANGE ORDER				**$ 211,431.88**

III. JUSTIFICATION:

1. FPUA construction plans did not include a ten-inch (10") forcemain. This change order allows FPUA's sanitary upgrades to include the ten-inch (10") forcemain along with sanitary sewer services.
2. Roadway plans did not include the removal of banyan trees. Four (4) banyan trees would be in direct conflict with the proposed storm drainage system and sidewalk.

3. Negotiated with AT&T for our contractor to install conduits for the undergrounding of their service.
4. During construction, a roadway plan error was discovered, which required additional electrical conduits.
5. Family Dollar drainage connections at existing structures would conflict with proposed drainage installations. This conflict required an additional structure and pipe to be installed.
6. FPUA required additional sewer and water main work at the Avenue D intersection.
7. Drainage conflicts with Florida Gas Transmission's existing 6" gas main at Canal Terrace intersection. Drainage line was relocated to outfall across the street at the canal and required the removal of an existing underground structure and pipe.
8. An error on the utility plan was discovered once the contractor installed the curb and gutter in accordance with the roadway plan. This required the sewer manhole to be lowered.
9. Paver crosswalks with header curb was added at the intersections of Avenue B, Avenue C and Canal Terrace for consistency with neighboring streets. A total of four (4) paver crosswalks were added.

IV. PAYMENT:

This change order work will increase the existing contract by $211,431.88. **Funding shall be encumbered from**

1. **Roads and Bridges Impact Fees, Account No. 114-1111-519-6310 in the amount of $62,525.00.**
2. **SUR Expense Account No. 114-1111-519-6321 in the amount of $32,029.79.**
3. **SMU Revenue Account No. 403-4300-530-6330 in the amount of $116,877.09 with FPUA reimbursement in the amount of $102,400.05.**

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Contract other than the matters expressly provided herein.

RECOMMENDED BY:

John R. Andrews, P.E.
City Engineer

By: _____
Signature

Date: 4/26/21

APPROVED AS TO FORM AND CORRECTNESS:

Peter J. Sweeney
City Attorney

By: _____
Signature

Date: 4/29/2021

APPROVED BY:

Linda Hudson
Mayor

By: _____
Signature

Date: _____

ACCEPTED BY:

William Carpino, President
Pav-Co Contracting, Inc.

By: _____
Signature

Date: 5/4/21

City Commission Regular Meeting - 4:30 pm **11. d.**

Meeting Date: 05/17/2021

Re: Code Enforcement Lien Reduction Request - 1202 N 13th Street

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

SUBJECT:

Approve request to reduce Code Enforcement lien in the amount of $21,200.00, against 1202 N 13th Street, Fort Pierce, FL 34950 - Parcel ID Number 2409-517-0011-000/8, owned by 2nd Generation Building Corp, 966 NW Leonardo Circle, Port St. Lucie, FL 34986, to $1,250.00 to be paid within 30 days.

SUMMARY:

Request by applicant, 2nd Generation Building Corp, to reduce the lien in the amount of $21,200.00 to $0.00.

RECOMMENDATION:

The Special Magistrate, having heard the request of the owner and testimony of Staff, recommends reducing the lien to $1,250.00.

Hard Costs (postage / filing fees / photos)	$43.96
Case Processing Fees (months open / inspections)	$356.04
Special Magistrate Hearing Costs	$600.00
City Commission Hearing	$250.00

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

$1,250.00 to the General Fund

Attachments

Reduction Request
Administrative Costs
Property Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2021 10:57 AM

Form Started By: Peggy Arraiz
Started On: 05/04/2021 11:23 AM
Final Approval Date: 05/05/2021

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	4/19/21				
Property address:	1202 N 13th St Fort Pierce, 34950				
Owner(s) of record:	2nd Generation Building Corp				
Mailing address:	966 NW Leonardo Cir Port St Lucie, 34986				
Property tax ID #:	2409-517-0011-000-8				
Original purchase date:	3/05/21	Original purchase price:	67,500		
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	■ Vacant Lot
Name of person requesting reduction:	Joseph Basso	Relationship to owner(s)	owner		
Telephone #:	772-201-0280	Mobile phone #:	772-201-0280		
E-mail:	joe@2ndgbc.com	Preferred contact method:	e-mail		
What are owner(s) intentions for property:	build				
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)	$21,200
Administrative fees	$
Interest	$
Penalties	$
TOTAL AMOUNT DUE TO CITY	$21,200
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$21,200
DOLLAR AMOUNT I AGREE TO PAY	$0

Signature of Owner or Representative — Date: 4-19-21

Joseph Basso
Printed Name

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	1202 N 13th St Fort Pierce, 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.

Signature of Owner or Representative	Date	Printed Name
	4-19-21	Joseph Basso

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;

(4) The number of times the violator was previously found in violation by either the Code Enforcement Board, Special Magistrate, or other quasi-judicial or judicial process, or otherwise admitted guilt in any such proceeding;

(5) The number of violation notices the violator has received in the past as well as their nature and the final disposition of each such notice;

(6) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship.

(7) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the City owned by the respondent.

D. If the Special Magistrate or the Board determines that the request for reduction be approved and the following conditions are met, they may order the Department, once payment is received and any other conditions are met, to issue a Release of Lien:

(1) The amount of settlement for a property zoned residential with less than four (4) dwelling units is $3,000 or more and is payable in less than 6 months.

(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 $7,500 or more and is payable in less than 6 months.

The Special Magistrate or Code Enforcement Board may, at its discretion, forward the request to the Commission if they feel additional review is required or in the best interest of the City.

E. If the Special Magistrate or the Board determines that the request for reduction be approved but the request does not meet the criteria outlined in Section (d), the determination is to deny the request, or additional review is required, they shall forward their recommendation to the City Commission for a final determination.

F. Any recommendation for waiver or reduction may include further recommendation that the reduction be conditioned upon payment of the reduced amount within a specified period of time. Failure to pay the reduced amount within that time period will result in the lien reverting to the original amount.

G. There shall be established an administrative fee of $250.00 for any requests for mitigation of a code enforcement lien that must be heard by the City Commission. Such fee may be imposed after consideration by the City Commission. This fee shall not apply to special assessment reduction requests.

H. The Department has the authority to mitigate in part or in full only the administration fees that have been assessed by the Department for Special Assessment Liens imposed for nuisance abatement actions. The Department shall have no authority to mitigate the interest, penalties or Special Assessment liens imposed for Nuisance Abatement actions.

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: 1202 N 13th St Fort Pierce, 34950

Property Owner: 2nd Generation Building Corp

Mailing Address: 966 NW Leonardo Cir Port St Lucie, 34986

Telephone #: 772-201-0280 Cell Phone #: 772-201-0280

E-Mail Address: joe@2ndgbc.com

Is the property in compliance? yes If no, please explain in the narrative of your request.

I, Joseph Basso, 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:

As Owner of 2nd Generation Building Corp. We are working Diligently on new construction duplexes and single family homes to bring much needed housing to the city of Ft. Pierce. With assistance from the City Commision and Special magistrate we can accomplish great things together. Thank you in advance for you help.

Date: 4-19-21

Signed: [signature]

Print Name: Joseph Basso

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Joseph Basso 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 19th day of April, 2021.

Notary Public State of Florida
Ginger Williams
My Commission GG 218930
Expires 05/16/2022

Ginger Williams

Notary Public, State of Florida

Administrative Cost Estimator

4/20/2021

Property Address: 1202 N 13th Street (02-7742)

Date case originated: 3/6/2002

Date case complied: 8/5/2004

Total time: 28 months

Number of Hearings

Violation Hearings:	2
Massey Hearings:	
Lien Reduction Hearings:	2

Mailing Expense			
Regular 1st Class:	$0.44	9	$3.96
Certified Mail:	$5.10	5	$25.50
Photographs (per page)	$0.50	9	$4.50
Filing Fees (add 1 fee for Release of Lien)	$10.00	1	$10.00
Months Open	$50.00	28	$1,400.00

Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00	1	$75.00

Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Code Compliance Manager	$75.00	1	$75.00

Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	$125.00	1	$125.00

Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	$150.00	4	$600.00

Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.

Commision Meeting	$250.00	1	$250.00

Fee set by the City Commission

Total Estimated Cost: $2,718.96

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: N 13th ST
Sec/Town/Range: 09/35S/40E
Parcel ID: 2409-517-0011-000-8
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 21621
Map ID: 24/09N
Zoning: General Co



Ownership

2nd Generation Building Corporation
1362 SW Biltmore ST
Port St Lucie, FL 34983

Legal Description

KILLER AND DEMMER`S S/D BLK 1 LOT 11

Current Values

Just/Market Value:	$18,200
Assessed Value:	$18,200
Exemptions:	$0
Taxable Value:	$18,200

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):	0.31
Land Size (SF):	13,500

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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ANNE HOLMAN, CLERK OF THE CIRCU. COURT - SAINT LUCIE COUNTY
le Number: 2106546 OR BOOK 1597 PAGE 2322
Recorded:10/18/02 10:23

SPECIAL MASTER
CITY OF FORT PIERCE

SM Case # 2-119

RE: Violation of Section(s) 5-368 Property Maintenance

Violator: Alvin B. Robinson
P.O. Box 1809
Ft. Pierce, FL 34954

Property Address: 1202-1206 N. 13th St.

Tax ID # 2404-801-0066-000/5

Legal Description: Prosperity Park
Blk 3 Lots 14, 15 & 16 - Less W 10 Ft And
All Lots 17, 18 and 19

ORDER ASSESSING FINE AND IMPOSING LIEN

THIS CAUSE having come before the Special Master pursuant to Florida Statute 162.09 on 7-17-02 upon notification by the Community Response Officer that the Special Master's Order herein dated 7-17-02 was not complied with by the date set forth therein, and being otherwise advised in the premises, it is

ORDERED AND ADJUDGED that the violator shall pay a daily fine as provided in such order in the sum of $ 100 from 7-27-02 and a like sum thereafter for each day the violation continues. A certified copy of this Order may be recorded in the Public Records of St. Lucie County and shall thereafter pursuant to Florida Statute 162.09(3) constitute a lien against the above described property and upon any other real or personal property owned by the violator.

Upon petition to the Circuit Court this Order may be enforced in the same manner as a Court Judgment by the Sheriffs of the State, including levy against personal property. The fine imposed herein shall continue to accrue until the violator comes into compliance or until judgment is rendered upon a suit to foreclose on this lien, whichever occurs first. The lien arising from this fine runs in favor of the City of Fort Pierce, a municipal corporation, and the City of Fort Pierce may execute a satisfaction or release of lien. This Order shall not be deemed to be a Court judgment except for enforcement purposes and may be foreclosed as further provided by law.

DONE AND ORDERED this 10th day of October, 20 02.

Frank Bland
FRANK BLANDINO, ESQ.
SPECIAL MASTER

ATTEST:

CITY CLERK

DATED: 10-10-02

STATE OF FLORIDA
ST. LUCIE COUNTY
CITY OF FORT PIERCE

THIS IS TO CERTIFY THAT
THIS IS A TRUE AND COR-
RECT COPY OF THE RECORDS
ON FILE IN THIS OFFICE.

CITY CLERK

BY _____
DEPUTY CLERK

DATE 10-14-02
(CITY SEAL)

City Commission Regular Meeting - 4:30 pm **11. e.**

Meeting Date: 05/17/2021

Re: MSBU

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of an Interlocal Agreement with FPUA, the City of Fort Pierce and St. Lucie County creating a Municipal Services Benefit Unit (MSBU) to fund the cost of providing potable water to the Mura area in unincorporated St. Lucie County.

SUMMARY:

Approval of an Interlocal Agreement with FPUA, City of Fort Pierce and St. Lucie County creating a Municipal Services Benefit Unit (MSBU) to fund the cost of providing potable water to the Mura area in unincorporated St. Lucie County.

RECOMMENDATION:

Approve MSBU.

ALTERNATIVES:

Do not approve.

RESPONSIBLE STAFF:

Josh Gang, FPUA Director of Regulatory Affairs

COORDINATED WITH:

FPUA

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2021 10:56 AM

Form Started By: Linda Cox Started On: 05/04/2021 01:32 PM

Final Approval Date: 05/05/2021

Fort Pierce Utilities Authority
Director of Regulatory Affairs
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

MEMORANDUM

TO: Fort Pierce City Commission

FROM: Josh Gang, J.D.
FPUA Director of Regulatory Affairs

THROUGH: John Tompeck, P.E.
FPUA Director of Utilities

DATE: April 26, 2021

SUBJECT: City Commission Consent Agenda Request for May 17, 2021 Meeting
Interlocal Agreement MURA MSBU

I am forwarding, for consideration and approval by the City Commission during the May 17, 2021 City Commission meeting, an Interlocal Agreement creating a Municipal Services Benefit Unit (MSBU) to fund the cost of providing potable water to the Mura area in unincorporated St. Lucie County.

Please forward the signed original document to:

Brandy Crawford
FPUA Contracts and Records Coordinator
500 Boston Avenue
Fort Pierce, FL 34950

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

cc: City Manager
City Clerk

INTERLOCAL AGREEMENT
MURA MSBU

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between St. Lucie County, a political subdivision of the State of Florida (the "County"), the Fort Pierce Utility Authority, an authority created and established by the City Commission of the City of Fort Pierce, Florida, ("FPUA") and the City of Fort Pierce, a municipality organized under the laws of the State of Florida (the "City").

WHEREAS, FPUA is the governing body authorized to enter into agreements relating to providing service from the potable water supply of the City; and,

WHEREAS, the County intends to create the Mura municipal services benefit unit (the "Mura MSBU") to fund the cost of providing potable water to the Mura area in unincorporated St. Lucie County. A description of the boundaries of the real property within the proposed MSBU is attached hereto and made a part hereof as Exhibit "A". A list of the current parcel numbers within the proposed MSBU is attached hereto and made a part hereof as Exhibit "B"; and,

WHEREAS, The Mura MSBU is located within the boundaries of FPUA's Utility Service Area; and,

WHEREAS, the parties believe that it is in their mutual best interest to cooperate in providing potable water to Mura.

NOW, THEREFORE, FPUA, the City, and the County hereby agree and covenant on the terms and conditions hereinafter stated:

1. **GENERAL**. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

2. **FPUA RESPONSIBILITIES**. FPUA's responsibilities under this Agreement are as follows:

a. FPUA shall design and install or cause to be designed and installed a system including all pipes, services, mains and appurtenances thereto (the "System") necessary to provide potable water to the Mura area. The design and installation of the System shall be done in accordance with all applicable, standard FPUA policies and procedures. The County reserves the right to review and approve the utilities plans and bid documents before inclusion in the bid package.

b. If easements are required, FPUA shall attempt to obtain all necessary easements for installation and maintenance of the System. FPUA shall not be required, however, to condemn any such easements or expend funds for acquisition of same. If appropriate easements satisfactory to FPUA are not obtained, FPUA shall have no further obligation under this Agreement.

c. FPUA shall administer a project to install the System to include but not limited to awarding the contract for design, construction, and inspection during construction, shop drawing approvals, change order approvals, project certification, and production of record drawings.

d. Upon completion of the System and acceptance of ownership of the System by FPUA, FPUA shall be responsible for the operation and maintenance of the System.

e. Prior to the public hearing to be held by the St. Lucie County Board of County Commissioners pursuant to Section 40 - 100 of the St. Lucie County Code of Ordinances to adopt a preliminary assessment roll for the Mura MSBU, FPUA shall provide an itemized final estimated cost (the "Final Estimated Cost") for the installation of the System to the County. The Final Estimated Cost shall include the cost of testing, permits, surveying, legal, design, construction, contingencies allowance, construction administration, certification, record drawings, and acquisition of easements for the installation of the System and shall be subject to the approval of the County. Any unexpected costs incurred during the construction and installation of the System beyond the Final Estimated Cost shall be the responsibility of FPUA.

f. If the County does not levy a special non-ad valorem assessment as described below, FPUA shall be responsible for the cost of all design or other work done by FPUA related to the System. The County shall use its best efforts to notify FPUA as soon as possible of any decision not to levy an assessment.

g. FPUA shall make a monetary contribution up to $186,665, or the cost necessary to offset any Capital Improvement charges, towards the construction cost of the project.

3. **COUNTY RESPONSIBILITIES.** In the event the County determines at a public hearing to create a MSBU and to levy a non-ad valorem special assessment, the County's responsibilities under this Agreement are as follows:

a. The Board of County Commissioners of St. Lucie County, Florida shall act as the governing body of the Mura MSBU and shall levy a non-ad valorem special assessment (the "Assessment") on the landowners within the limits of the MSBU to fund the cost of the installation of the System as required for connection to the FPUA water system.

b. The County shall pay to FPUA an amount not to exceed the Final Estimated Cost for the installation of the System. All other applicable fees and charges for connection to the FPUA water system will be the responsibility of the landowners. The amount of the capital improvement charge shall reflect the current FPUA charges on the date of the submission of the Final Estimated Cost to the County. Payment by the County to FPUA shall be within 30 working days after the County has obtained funds from the issuance of bonds to finance the project and after the approval of the costs by the St. Lucie County Director of Engineering or his designee.

c. Upon the request of FPUA, the County's Property Acquisition Division shall provide staff assistance to FPUA for the acquisition of easements necessary for the installation and maintenance of the System.

4. **TERMINATION.** Unless terminated by the mutual written agreement of all parties, this agreement shall remain in full force and effect until all of its terms and conditions have been met.

5. **NOTICE OF CITY ANNEXATION REQUIREMENT.** The following notice is required by the City and should not be construed in any way as an endorsement of the City's annexation policies by the County.

As a condition precedent for connection to the FPUA water system, FPUA requires all users to sign an annexation agreement whereby the user consents to and requests that his or her property be annexed into the city limits of Fort Pierce whenever such annexation may legally occur and that the FPUA will refuse to allow

connection to its water system unless and until the referenced annexation agreement is signed. This annexation agreement shall be in the form utilized by FPUA, shall be irrevocable and shall be binding on the heirs, successors and assigns of all such users.

6. **CONSENT TO COUNTY MSBU UPON ANNEXATION.** The parties acknowledge that if the Mura MSBU is annexed into the City this will result in the existence of a St. Lucie County Municipal Services Benefit Unit within the jurisdictional boundary of the City. Accordingly, the City agrees that if it intends to annex the Mura MSBU into the City, it will include within the appropriate annexation ordinance a statement that the City consents to the existence of the Mura MSBU within the boundaries of the City pursuant to the provisions of Section 125.01(q), Florida Statutes or other applicable law.

7. **VALIDATION OF BOND AND ASSESSMENT ROLL.** A condition precedent to the effectiveness of this Agreement is the entry of a Final Judgment (and the expiration of the appropriate appeal period) by a court of competent jurisdiction validating the issuance of bonds to finance the System along with the assessment roll adopted by the Board (the "Bond Validation Proceeding"). In the event that either a Final Judgment validating the bonds and assessment roll is not entered or an appellate court reverses the Final Judgment, the Agreement shall automatically terminate and the parties shall have no further responsibilities under the Agreement including but not limited to any payments due to FPUA by the County. Notwithstanding the foregoing, if either a Final Judgment validating the bonds and assessment roll is not entered or an appellate court reverses the Final Judgment, the County reserves the right to be reimbursed by FPUA for all outside counsel legal fees and costs incurred by the County in the Bond Validation Proceeding as well as in any related appeal. The County agrees to consult with FPUA concerning the expenditure of money for outside bond counsel services related to the Bond Validation Proceeding and further agrees that such expenditure shall not exceed five thousand and no/100 dollars ($5000.00) without the express written consent of FPUA. The County's right to reimbursement shall survive the termination of this Agreement as described in this paragraph.

8. **ADDITIONAL CONNECTIONS.** For so long as any bonds issued by the County to finance the System are outstanding, FPUA shall inform the County in advance of any additional connections to the System proposed for real property not previously included on the assessment roll for the Mura MSBU. The County shall then determine whether such additional property should be assessed a pro rata share of the costs associated with the System and the terms and conditions pursuant to which the Assessment will be collected. At the County's

request, FPUA shall obtain a written consent, in a form approved by the County Attorney, from the owners of such property which acknowledges that the property will be assessed and included on the assessment roll for the Mura MSBU. Proceeds of the Assessment imposed against such property shall be used to pay debt service on bonds issued by the County to finance construction and acquisition of the System.

9. **SYSTEM RELOCATION.** If within five (5) years after installation of the pipes, mains and appurtenances comprising the System, the County shall require FPUA to relocate any portion thereof, then the County shall be responsible for the costs and expenses, and for obtaining any easements, associated with such relocation so long as the system was installed per County Right-of-Way permit conditions.

10. **NOTICE.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to County:

St. Lucie County Administrator
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Public Works Director
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

If to FPUA:

Director of Utilities
Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, Florida 34948

With a copy to:

FPUA Attorney
P.O. Box 3191
Fort Pierce, Florida 34948

If to the City:

City Manager
City of Fort Pierce
100 North U.S. One
Fort Pierce, Florida 34950

With a copy to:

Fort Pierce City Attorney
P.O. Box 3779
Fort Pierce, Florida 33448

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreement between the parties with respect hereto. This Agreement may only be amended by written document, property authorized, executed and delivered by the parties hereto. This Agreement shall be interpreted as a whole unit. All interpretations shall be governed by the laws of the State of Florida.

12. **FILING.** This Agreement and any subsequent amendments thereto shall be filed with the Clerk of Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials.

[signatures on the following page]

ATTEST:

_____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIRPERSON

APPROVED AS TO FORM AND
CORRECTNESS:

_____
County Attorney

ATTEST:

_____
Secretary

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairperson

APPROVED AS TO FORM AND
CORRECTNESS:

RWK
_____
Attorney for FPUA

ATTEST:

_____
City Clerk

CITY OF FORT PIERCE

SIGN HERE

BY: _____
Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

_____
City Attorney

City Commission Regular Meeting - 4:30 pm **11. f.**

Meeting Date: 05/17/2021

Re: letter of Support

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approve letter of support for the Manatee Observation and Education Center's (MOEC) grant application to the Florida Division of Cultural Affairs.

SUMMARY:

Approve letter of support for the Manatee Observation and Education Center's (MOEC) grant application to the Florida Division of Cultural Affairs.

RECOMMENDATION:

Approve Letter

ALTERNATIVES:

Approve with changes or disapprove.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

FPUA

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Letter of Support

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/12/2021 03:54 PM

Form Started By: Linda Cox Started On: 05/10/2021 02:53 PM

Final Approval Date: 05/12/2021

THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION
Florida

May 17, 2021

Florida Division of Cultural Affairs
R.A. Gray Building
500 S. Bronough Street
Tallahassee, FL 32399-0250

Dear Sir/Madam:

It is my pleasure to submit this letter in support of the Manatee Observation and Education Center (MOEC), endorsing its grant application to the Florida Division of Cultural Affairs for general operating support for 2022-2023.

MOEC is a fixture in our community as St. Lucie County's first non-profit, environmental learning center – teaching, guiding and inspiring stewardship of the Indian River Lagoon and its fragile inhabitants, including the Florida manatee. With the visionary partnership of the Florida Inland Navigational District (FIND), Main Street Fort Pierce, City of Fort Pierce, Fort Pierce Utilities Authority, Indian River State College and local business and community donors, MOEC became a cultural community gathering place and a catalyst for ecological education. Today, MOEC continues as an anchor in the economic revitalization of Fort Pierce, contributing to the local economy through cultural eco-tourism and attracting visitors from all of the world.

Funding from the Florida Division of Cultural Affairs will enhance MOEC's proven ability to engage our community in environmental education. MOEC has shown their dedication to environmental education, and stayed active even during the most challenging of times, with innovative online programming such as the Daily Manatee and Manatee Weekly, which were celebrated and shared widely for their fun and informative content during social distancing. MOEC has also supported the Fort Pierce efforts to beautify and improve the downtown area by bringing a beautiful manatee mural to the seawall on Moore's Creek, adopting A.E. Backus Avenue and hosting monthly cleanups, and installing a "living docks" oyster reef on the dock pilings in Moore's Creek which will filter as much as 85,000 gallons of Moore's Creek water per day. Best of all, MOEC remains accessible to all who enjoy historic downtown Fort Pierce and its waterfront.

Thank you very much for this opportunity to express support for, and the desire to promote this endeavor.

Sincerely,

Linda Hudson
Mayor

City Commission Regular Meeting - 4:30 pm **11. g.**

Meeting Date: 05/17/2021

Re: Mid-Year Cost of Living Adjustment for Teamsters Union and Non-Bargaining Employees

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Approval to provide cost of living adjustments for Teamsters Union and Non-Bargaining Employees for a total cost of $353,545.00 in accordance with a tiered approach.

SUMMARY:

Due to the COVID-19 pandemic and the uncertainty of funding availability, Teamsters Union and Non-Bargaining employees were not awarded cost of living adjustments on October 1, 2021. We have assessed our 2nd Quarter financials and at this point are on target to meet the fiscal year's overall budget projections. It is recommended that Teamsters Union and Non-Bargaining employees be given cost of living adjustments retroactive to April 1, 2021. Attached is a document that gives the breakdown on the tiered increases at a cost of $353,545.

RECOMMENDATION:

Staff Recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nick Mimms, City Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2021

Amount: $353,545

OTHER INFORMATION:

The $353, 545 will be funded from General Fund fund balance.

Attachments

Tier For Mid-Year Raises 2021

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/12/2021 03:54 PM

Form Started By: Johnna Morris
Started On: 05/11/2021 04:30 PM
Final Approval Date: 05/12/2021

FY 2021 Cost of Living Increase for Teamsters and Non-Bargaining Employees

Proposed are increases retroactive to April 1, 2021:

- 8% increase for Teamsters Union Employees - **$164,990**
- Tiered salary increase approach for Non-bargaining - **$188,555**
  - 8% < $40,000
  - 6% $40,000 < $60,000
  - 5% $60,001 < $80,000
  - 4% $80,001 +

Total Cost = $353,545

City Commission Regular Meeting - 4:30 pm **11. h.**

Meeting Date: 05/17/2021

Re:

SUBJECT:

ADD ON ITEM: Approval of letter of support for the St. Lucie County Cultural Alliance grant application to the Florida Division of Cultural Affairs.

Attachments

Letter

Form Review

Form Started By: Linda Cox Started On: 05/18/2021 10:26 AM

Final Approval Date: 05/18/2021

THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION
Florida

May 17, 2021

Florida Division of Cultural Affairs
329 North Meridian Street
Tallahassee, FL 32399-0250

Re: Support of St. Lucie Cultural Alliance for General Program Support 2022-2023

Dear Sir/Madam:

On behalf of the City of Fort Pierce, please except this letter of support for the grant application for General Program Support for 2022-2023 submitted by St. Lucie Cultural Alliance.

One of the best returns that our community receives is in its investment in the arts! Arts, cultural heritage and creativity are the essential keys that define Fort Pierce's distinctive and diverse identity. There is no denying the economic impact of the arts and cultural sector and its role in defining the Sunrise City. It is embedded in our city's DNA, as outlined in the Fort Pierce Art & Culture Master Plan.

The City of Fort Pierce is home to many cultural organizations and artist incubators including the Sunrise Theatre, A.E. Backus Museum & Gallery, The Peacock Arts District, Manatee Observation & Education Center, Atlantic Classical Orchestra and Historic Lincoln Theater and neighborhood revitalization just to list a few. Total arts and culture related expenditures in the City of Fort Pierce exceeded $8 million last year.

With the partnership of SLCA, milestones outlined in the Master Plan have been advanced, including SLCA presence with an office located in downtown Fort Pierce. The venue provides a gallery as well as training space to assist artists and arts organizations.

Your favorable consideration of this grant application is greatly appreciated and will further the creation and promotion of Fort Pierce's artists, arts and cultural heritage programs and projects.

Sincerely,

Linda Hudson
Mayor

City Commission Regular Meeting - 4:30 pm **12. a.**

Meeting Date: 05/17/2021

Re: Conditional Use Approval with No New Construction - Guarnizo Vacation Rental - 1507 Faber Court

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

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SUBJECT:

Continued from April 19, 2021 - Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owner, Andres Guarnizo and Suhail Santiago and applicant, Gary K. Oldehoff, Esq., 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). Glynda Cavalcanti, Terry Shafer and Irving Shafer, collectively, have been granted Intervenor status and will be represented by Michael Lawlor.

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 Vacation Rental located at 1507 Faber Court. 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.
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
Disapprove

RESPONSIBLE STAFF:

Jennifer Hofmeister, AICP, LCAM
Planning Director

COORDINATED WITH:
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:
n/a

Attachments

staff presentation
Staff Report & Supporting Documents
Application and Supporting Documentation
Updated Application
Affidavit of Mailing & Public Notice Certification
Proof of Publication
Applicant Presentation & Supporting Documents
Applicant Evidence Supplement
Applicant Evidence Supplement 2
Applicant PRR re Vehicle Accidents
Applicant TRIM notice
Motion to Intervene
City Attorney's Grant of Intervenor Status
Withdrawal of Intervenor Attorney
Intervenor Binder
Intervenor Witness List
Submitted Information at hearing

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/14/2021 12:44 PM

Form Started By: Jennifer Hofmeister
Started On: 11/24/2020 12:37 PM
Final Approval Date: 04/20/2021

Conditional Use Approval

With no new construction



Guarnizo Dwelling Rental
minimum two (2)-day

Location Map



1507 Faber Court

FLUM and Zoning Map



FLUM – Low Density Residential (RL)

Zoning – Single-family Intermediate Residential Zone (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 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.

Planning Board Recommendation

November 10, 2020

Recommended DISAPPROVAL of the proposed Conditional Use for the following reasons:

- The property is in a neighborhood that is not accurately described in the report and is not compatible with the proposed use.
- The proposed use would be very inappropriate in that area as it is in a dead-end cu-de-sac and it would cause great detriment to the safety and wellbeing of the neighborhood.
- It would affect the health, safety, good order and appearance, convenience, and general welfare.
- Although there were no specific violations on the property, the owner illegally applied for a Homestead Exemption on two (2) properties in the state of Florida, which would be a violation of the law and should be considered a factor in the denial.

CC Actions

Possible actions of the City Commission:

- APPROVAL of the proposed Conditional Use, subject to 5 Conditions and no changes
- APPROVAL of the proposed Conditional Use with changes
- DISAPPROVAL of the proposed Conditional Use

Conditional Use Approval

With no new construction



Guarnizo Dwelling Rental minimum two (2)-day

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– Guarnizo Vacation Rental - 1507 Faber Court (20-0400017)**
HEARING DATE:	April 19, 2021

STAFF REPORT

Owner: Andres Guarnizo and Santiago Suhaill
12 Country Lake Trail
Boynton Beach, FL 33436

Applicant: Gary K. Oldehoff, PA
759 SW Federal Highway, Suite 216
Stuart, FL 34994

Applicant's Request: Approval of a Conditional Use to operate a Vacation Rental, offering lodging for less than six (6) months. The minimum rental period is less than 30 days.

Location(s): 1507 Faber Court

Parcel ID: 2401-605-0057-000-8

Future Land Use: Low Density Residential (RL)

Current Zoning: Single-family Intermediate Residential 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 Vacation Rental located at 1507 Faber Court. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of less than 30 days.

The subject property is a three (3) bedroom, two (2) bath single family pool home located on a cul-de-sac, in the Thumb Point subdivision on Hutchinson Island. The subject site is surrounded by single-family residences to the north, south, east, and west. The subject property has a Future Land Use designation of Low Density Residential (RL) with a compatible zoning classification of Single-family Intermediate Residential (R-2).



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, on the following page, 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 designed mainly for areas of single-family dwellings with an average net density of less than five 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.

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 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.

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

Planning Board Recommendation
At the Planning Board November 10, 2020 meeting, the Board unanimously voted **DENIAL** on the Dwelling Rental on the basis of the following:

- The property is in a neighborhood that is not accurately described in the report and is not compatible with the proposed use.
- The proposed use would be very inappropriate in that area as it is in a dead-end cu-de-sac and it would cause great detriment to the safety and wellbeing of the neighborhood.
- It would affect the health, safety, good order and appearance, convenience, and general welfare.
- Although there were no specific violations on the property, the owner illegally applied for a Homestead Exemption on two (2) properties in the state of Florida, which would be a violation of the law and should be considered a factor in the denial.

FUTURE LAND USE MAP



THE SUNRISE CITY
FORT PIERCE
Florida

Conditional Use Approval
Guarnizo Dwelling Rental
1507 Faber Court

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ZONING MAP



THE SUNRISE CITY
FORT PIERCE
Florida

Conditional Use Approval
Guarnizo Dwelling Rental
1507 Faber Court

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

October 15, 2020

Andres Guarnizo and Suhaill Santiago
12 Country Lake Trail
Boynton Beach, FL 33436

Subject: 1507 Faber Court Conditional Use application for a Dwelling Rental TRC Comments

Dear Mr. Guarnizo,

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 no two vehicles per dwelling rental unit.

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

6. Third party liability insurance shall be provided.

7. Note that all fees for advertising, mailing, and signs shall be paid upfront with the application fees. These fees can be found on the City website under the Planning Departments page under "*Public Notice Fee*". The City also temporarily reduced some application fees and those can be found under the link "*Fee Schedule – Temporarily Reduced Fees Expire 11/30/2020*

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
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 10.15.20
Property Address: Conditional Use with No New Construction - Dwelling Rental - 1507 Faber Court

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: 10/13/20

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Jennifer Hofmeister, Planning Director

FROM : John R. Andrews, P.E., City Engineer

RE : Conditional Use - 1507 Faber Court
TRC No. 20-040000017

DATE : October 7, 2020

RECEIVED
OCT 07 2020
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on October 2, 2020:

- [x] 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

- [x] Recommend
- [ ] Do Not Recommend

- [x] CU Approval
- [ ] 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 comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\Addresses\1507 Faber Court\CU\Submittal No. 1 - 100220\CU Approval - 100720.docx

Jennifer Hofmeister

From: WBoyer@slcfd.org
Sent: Tuesday, October 6, 2020 4:36 PM
To: Jennifer Hofmeister
Subject: No comments for Dwelling Rental(s)

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,

Hope all is well. The Fire District has no comments for Dwelling Rentals 1507 Faber Court or 1132 Granada Street.

Stay safe,



Captain Wayne Boyer, M.S., FO, MIFireE, CFEI
Water Supply Officer
Community Risk Reduction Bureau
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
October 15, 2020

TECHNICAL REVIEW PROJECT # 20- 040000017

Conditional Use – Guarnizo- 1507 Faber Court Dwelling Rental

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

Reliable Public Power Provider

2018 BEST places to work ST LUCIE COUNTY

Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.

www.fpua.com

Technical Review Committee meeting

October 15th, 2020

Case # 20-04000018

Planner: Jennifer Hoffmeister

Conditional Use with no new construction

1132 Granada St., Ft. Pierce (Scalone Residence dwelling rental)

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Jennifer Hofmeister

From: SANDERS, MARVIN E. <marvin.sanders@stlucieschools.org>
Sent: Tuesday, October 13, 2020 8:42 AM
To: Alicia Rosenthal; Jennifer Hofmeister; Brandon Creagan; Vennis Gilmore
Subject: TRC Projects 10-15-2020

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. .

TRC Projects:

a. Annexation - 2564 South Kings Highway
b. Conditional Use - Sunshine Arcade - 2202 North US Highway 1
c. Conditional Use - CCCL/Height - Parcel ID: 2412-501-0125-000-1
d. Conditional Use with No New Construction - Dwelling Rental - 1507 Faber Court
e. Conditional Use with No New Construction - Dwelling Rental - 1132 Granada Street
f. Minor Site Plan - Duplex - 1021 North 12th Street
g. Minor Site Plan - Duplex - 1231 Avenue K
h. Minor Site Plan - Duplex - 1308 North 22nd Street
i. Text Amendment - Chapter 125 - Residential

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


ONE
TEAM
CUSTOMER FOCUS
ONE
GOAL

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 1507 Faber Ct., Fort Pierce, FL 34949

Parcel ID #(s) 2401-605-0057-000-8

Project description Dwelling Rental, offering lodging for less than six (6) months. Minimum rental period is two (2) days.

Andres Guarnizo and Santiago Suhaill	Gary K. Oldehoff, Esq.
Property Owner(s)	**Applicant/Representative, Title, Company**
12 Country Lake Trail	759 SW Federal Highway, Suite 216
Street Address	Street Address
Boynton Beach FL 33436	Stuart FL 34994
City State Zip	City State Zip
561-374-2661	772-919-1040
Phone Number	Phone Number
daguarnizos@gmail.com	goldehoff@oldehofflaw.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.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 1 day of April, 2021, by Andres Guarnizo y Suhail Santiago who is personally known to me or has produced Personally known as identification.

Signature of Notary (seal)

YVETTE MARRERO
Notary Public – State of Florida
Commission # GG 114142
My Comm. Expires Jun 12, 2021
Bonded through National Notary Assn.

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_____

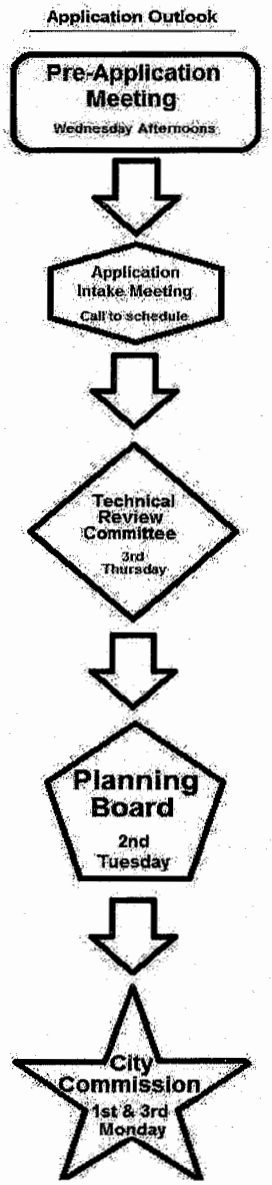
Intake Date Stamp

❑ 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 2065 sqft Parking Spaces: 6

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
Single family	Single family	Single family	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.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address:	1507 FABER CT
Parcel ID:	2401-605-0057-000-8
Account #:	15238
Map ID:	24/01E
Use Type:	0100
Zoning:	SF Interme
City/County:	Fort Pierce

Ownership

Andres Guarnizo
Suhaill Santiago
1507 Faber CT
Fort Pierce, FL 34949

Legal Description

THUMB POINT BLK 2 LOT 17 AND LOT 18-LESS ELY PART AS IN DBK 256-638-



Current Values

Just/Market Value:	$337,100
Assessed Value:	$295,810
Exemptions:	$50,000
Taxable Value:	$245,810

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.**

Total Areas

Finished/Under Air (SF):	2,065
Gross Sketched Area (SF):	4,332
Land Size (acres):	0.35
Land Size (SF):	15,056

Taxes for this parcel: SLC Tax Collector's Office □
Download TRIM for this parcel: Download PDF □

Sale History

Date:	Aug 13, 2020
Book/Page:	4462 / 2923
Sale Code:	0001
Deed:	WD
Grantor:	Karlecke Carol J
Price:	$525,000
Date:	Apr 30, 2018
Book/Page:	4126 / 1882
Sale Code:	0001
Deed:	WD
Grantor:	Legler Whitney A
Price:	$415,000
Date:	Jul 11, 2011
Book/Page:	3307 / 0145
Sale Code:	0116

Deed:	QC
Grantor:	Legler Whitney A
Price:	$100
Date:	Feb 17, 2006
Book/Page:	2489 / 0156
Sale Code:	XX01
Deed:	QC
Grantor:	Legler Whitney A
Price:	$162,000
Date:	Oct 7, 2005
Book/Page:	2385 / 2211
Sale Code:	XX01
Deed:	QC
Grantor:	Bishop David A
Price:	$324,000
Date:	Jul 26, 2005
Book/Page:	2318 / 1689
Sale Code:	XX00
Deed:	WD
Grantor:	Rosso Robert P
Price:	$405,000
Date:	Aug 3, 2001
Book/Page:	1422 / 0842
Sale Code:	XX00
Deed:	WD
Grantor:	McHale Thomas
Price:	$148,000
Date:	Jun 5, 1998
Book/Page:	1152 / 0752
Sale Code:	XX01
Deed:	QC
Grantor:	Arena Ann
Price:	$100
Date:	Oct 1, 1982
Book/Page:	0385 / 2983
Sale Code:	XX01
Deed:	CV
Grantor:	
Price:	$0
Date:	Jun 1, 1977
Book/Page:	0270 / 0763
Sale Code:	XX01
Deed:	CV
Grantor:	
Price:	$18,000
Date:	Jan 1, 1972
Book/Page:	0199 / 0334
Sale Code:	XX00
Deed:	CV
Grantor:	
Price:	$5,500

Building Information (1 of 1)

Finished Area: 2,065 SF

Gross Sketched Area: 4,332 SF

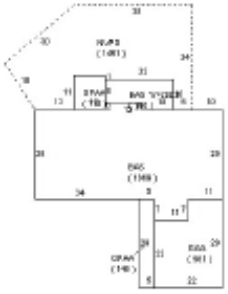
Exterior Data

View:	Roof Cover: Dim Shingle	Roof Structure: Hip
Building Type: HC+	Year Built: 1977	Frame:
Grade: C+	Effective Year: 1977	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 3	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 2	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: 0%





Special Features and Yard Items

Type:	Driv-Concret
Quantity:	1
Units:	720
Year Built:	1977
Type:	POOL DK-AVG
Quantity:	1
Units:	1113
Year Built:	2003
Type:	RES POOL AVG
Quantity:	1
Units:	288
Year Built:	2003
Type:	CHAINLINK 4'
Quantity:	1
Units:	235
Year Built:	2006
Type:	VINYLFENCE6'
Quantity:	1
Units:	114
Year Built:	2006

Type:	SPA-HOT TUB
Quantity:	1
Units:	50
Year Built:	2006

Current Year Values

Current Values Breakdown

Building:	$165,300
Land:	$171,800
Just/Market:	$337,100
Ag Credit:	$0
Save Our Homes or 10% Cap:	$41,290
Assessed:	$295,810
Exemption(s):	$50,000
Taxable:	$245,810

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2020	2019	0500	Homestead Exemption	$25,000

Tax Year	Grant Year	Code	Description	Amount
2020	2019	0550	Homestead Exemption over $ 50,000	$25,000

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	1	Fort Pierce Stormwater Charge	$69.00

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

Historical Values

Permits

Number:	F96-001150
Issue Date:	Sep 23, 1996
Description:	Roof
Amount:	$3,820
Fee:	$3,820
Number:	POOL2002-10
Issue Date:	Dec 17, 2002
Description:	Pool
Amount:	$12,000
Fee:	$674
Number:	RF2003-257
Issue Date:	Jun 27, 2003
Description:	Roof
Amount:	$1,500
Fee:	$75
Number:	FE2006120
Issue Date:	Jul 18, 2006
Description:	Chainlink Fence
Amount:	$2,050
Fee:	$100
Number:	POOL20068

Issue Date:	Sep 14, 2006
Description:	Pool
Amount:	$12,785
Fee:	$353
Number:	BP09-1681
Issue Date:	Oct 28, 2009
Description:	Fence
Amount:	$2,080
Fee:	$100
Number:	BP06-24171
Issue Date:	Apr 18, 2018
Description:	Fence
Amount:	$0
Fee:	$0
Number:	BP06-24196
Issue Date:	Apr 25, 2018
Description:	Pool
Amount:	$12,785
Fee:	$0
Number:	BP19-2214
Issue Date:	Jul 15, 2019
Description:	Roof
Amount:	$28,500
Fee:	$0

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

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

Narrative of Property 1507 Faber Court, Fort Pierce, Florida, 34949:

1. Transient rental from 2 days to 6 months to bring out of area Florida and interstate revenue to promote new tourism in Fort Pierce.
2. Provide free use to Vacations for Warriors, a 501© non-for profit, to provide an opportunity for our wounded heroes and their families to enjoy a brief respite from the challenges of their daily lives, to have an experience of a lifetime, and to reconnect.
3. Register for DBPR, Florida Sales Tax, St. Lucie Business Tax Receipt, Sunbiz, File for EIN# and Fort Pierce Business Tax Receipt.
4. Intent to rent with Air BNB, VRBO, any other social media or form of advertising.

Management of Property 1507 Faber Court, Fort Pierce, Florida 34949:

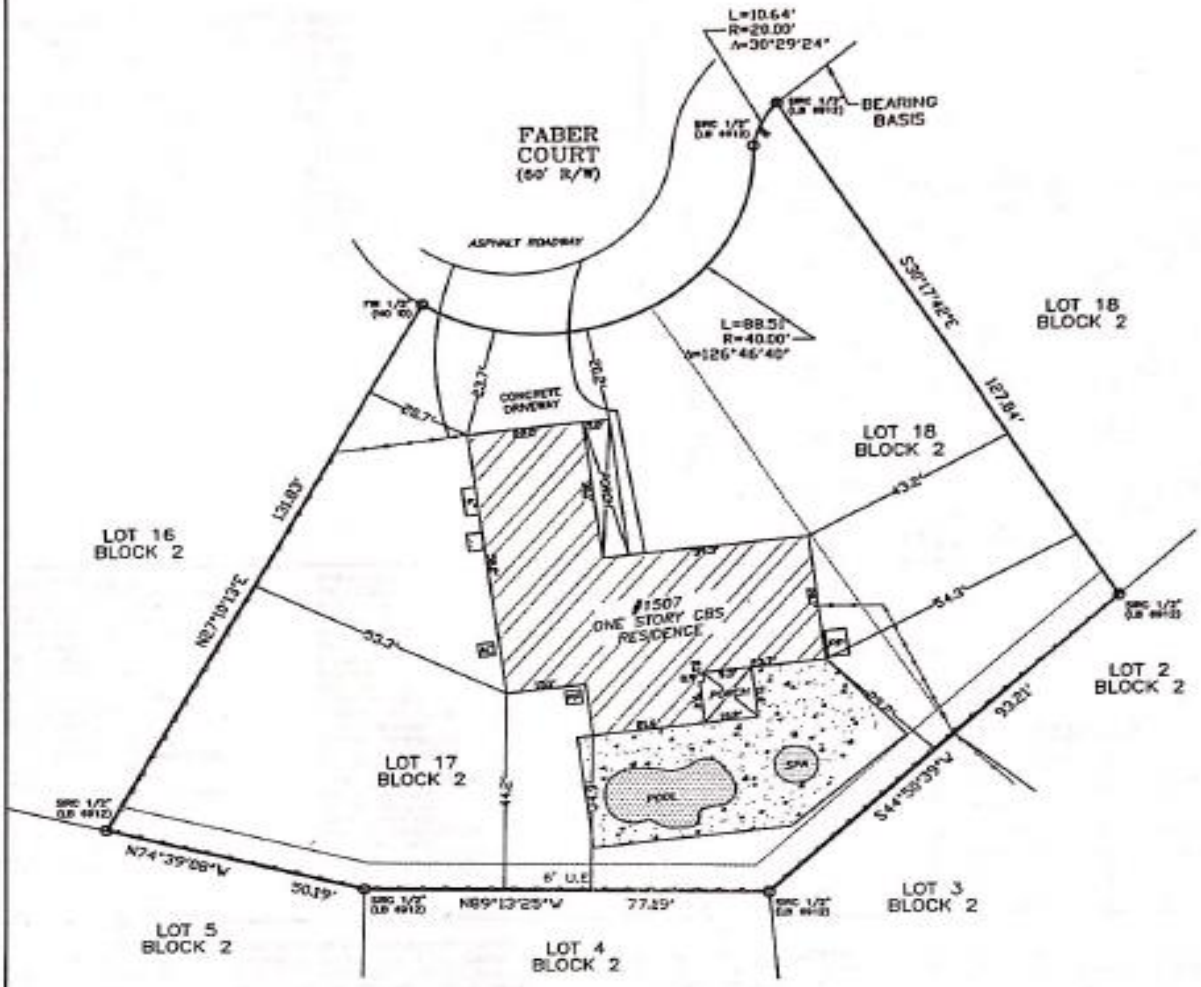
1. Provide direct customer service with 24/7 service available by phone, text and e-mail. Property manager, Sarah Saffron @ 561-507-9778 and email: sarah.marie.saffron@gmail.com
2. Access to emergency contractors in plumbing, electrical and HVAC.
3. Maintain records of clientele, Name, address, contact number and e-mail.
4. Ensure all taxes are paid to the state and the county.
5. Provide all clean linens, towels, dishware, glasses and beach towels.
6. Keep all appliances in clean and good working order.
7. Keep Heating and ventilation at minimum of 68 degrees Fahrenheit.
8. Maintain (1) locking device that cannot be opened by a master key on the interior.
9. Maintain smoke alarms in every bedroom and 2 alarms in living and dining room being actively monitored.
10. Maintain all electrical wires.
11. Maintain a fire extinguisher that is fully charged.
12. Maintain well lighted outdoor areas.
13. Maintain notifications in the residence that all dishware is cleaned and sanitized by dishwasher only.
14. Maintain all areas order free, clean and in good repair.
15. Keep all toxic chemicals labeled and properly stored.
16. Supply adequate potable water.
17. Maintain the unit vermin free.
18. Maintain extermination throughout the unit bi-weekly.

RULES & REGULATIONS of 1507 Faber Court, Fort Pierce, FL, 34949:

1. Remove all trash and dispose of it in the provided trash can.
2. Peaceful enjoyment of pool and outside area at reasonable hours without excessive noise or music. Respect your neighbors.
3. Pets need to remain in compliance with local leash and pet fecal disposal laws.
4. Smoking is prohibited.
5. Park in the garage and driveway. No street parking allowed.
6. Do not litter.
7. Do not leave air conditioning on with windows open.
8. Return A/C to 78 degrees when check out occurs.
9. Do not remove any property belonging to house except beach towels, beach folding chairs, sand toys, umbrellas, and bicycles. The exception items need to be returned to the house with any sand washed off prior to entry.
10. Do not give out the access code or copies to the keys to anyone other than registered guests.
11. Do not disturb or harass local wildlife such as sea turtles, manatees and any other wildlife.
12. It is unlawful to walk on the sand dunes only use designated walkways.
13. No illegal drugs allowed on property.
14. No toxic chemicals allowed on property.
15. No parties or gatherings with people not registered as guests allowed on property.
16. Follow all local and state laws.

SHEET 1 OF 2 (SURVEY SKETCH) ——— SURVEY NOT COMPLETE WITHOUT ALL SHEETS

MAP OF BOUNDARY SURVEY PREPARED FOR ANDRES GUARNIZO AND SUHAIL SANTIAGO



NOTABLE CONDITIONS:

PROPERTY APPEARS TO BE SERVICED BY PUBLIC UTILITIES.
THERE IS A REAR 6' PUBLIC UTILITY AND DRAINAGE EASEMENT.

NOTES:

ALL BEARINGS AND DISTANCES SHOWN ARE RECORD AND MEASURED, UNLESS OTHERWISE SHOWN.
P.U.&D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
BEARINGS ARE BASED UPON THE RECORD BEARING FOR THE SOUTHEASTERLY RIGHT OF WAY LINE OF FABER COURT.

NORTH ARROW & GRAPHIC SCALE

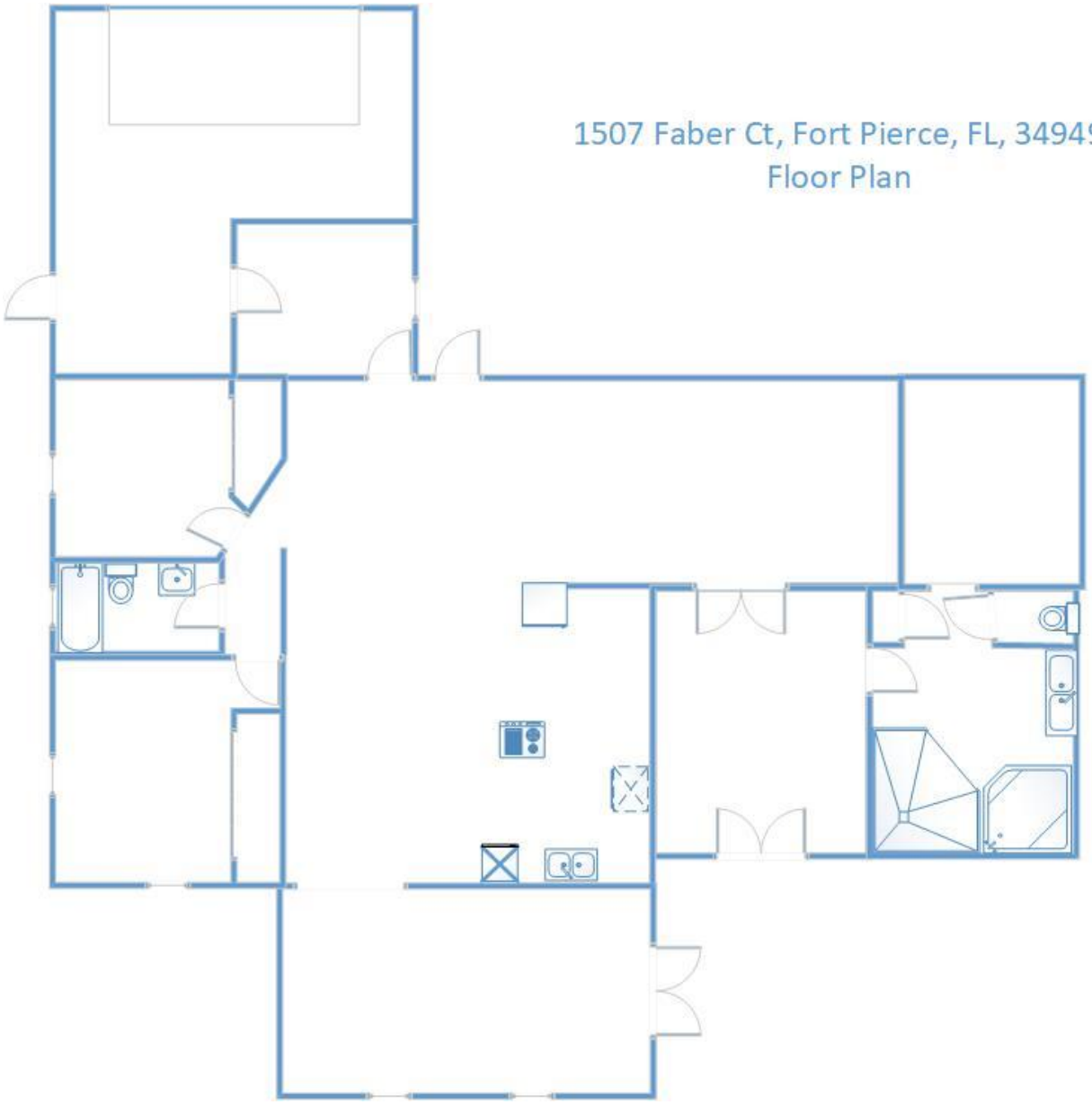
0 1" = 30' 30

JOB # - 2008-023	REVISION -
FIELD DATE - 08/04/2020	REVISION -
DRAWN BY - JAL	REVISION -
REVISION -	REVISION -
REVISION -	REVISION -
REVISION -	REVISION -

FLORIDA BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER LB 6912

KNOW IT NOW, INC.
PROFESSIONAL SURVEYING AND MAPPING
5220 US HIGHWAY 1, #104
VERO BEACH, FL 32967
PHONE - (888) 396-7770
WWW.KINSURVEY.COM

1507 Faber Ct, Fort Pierce, FL, 34949
Floor Plan



Fire Escape Plan

1507 Faber Ct, Fort Pierce, FL, 34949

Floor Plan



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 1507 Faber Ct., Fort Pierce, FL 34949

Parcel ID #(s) 2401-605-0057-000-8

Project description Dwelling Rental, offering lodging for less than six (6) months. Minimum rental period is two (2) days.

Andres Guarnizo and Santiago Suhaill	Gary K. Oldehoff, Esq.
Property Owner(s)	**Applicant/Representative, Title, Company**
12 Country Lake Trail	759 SW Federal Highway, Suite 216
Street Address	Street Address
Boynton Beach FL 33436	Stuart FL 34994
City State Zip	City State Zip
561-374-2661	772-919-1040
Phone Number	Phone Number
daguarnizos@gmail.com	goldehoff@oldehofflaw.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.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 1 day of April, 2021, by Andres Guarnizo y Suhail Santiago who is personally known to me or has produced Personally known as identification.

Signature of Notary (seal)

YVETTE MARRERO
Notary Public – State of Florida
Commission # GG 114142
My Comm. Expires Jun 12, 2021
Bonded through National Notary Assn.

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_____

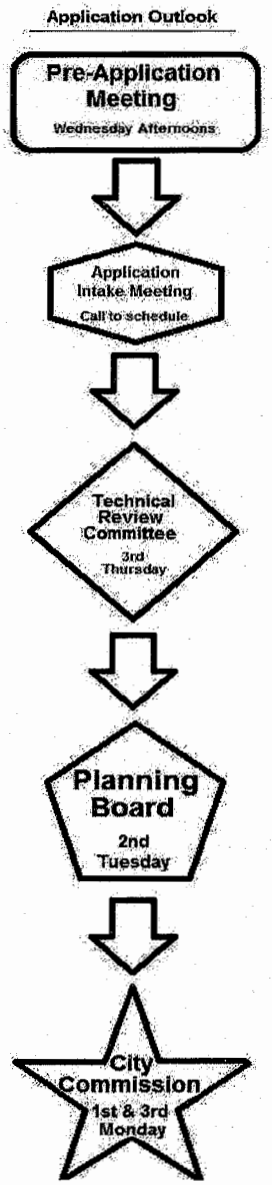
Intake Date Stamp

❑ 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:*
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  - ❑ 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 2065 sqft Parking Spaces: 6

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
Single family	Single family	Single family	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.

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 Guarnizos Dwelling Rental at 1507 Faber Court

Staff Name: Jennifer Hofmeister, AICP, LCAM, Planning Director

Staff Signature: 

Date Mailed: April 6, 2020

Number of Mailed Letters: 44

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 Guarnizos Dwelling Rental at 1507 Faber Drive

Parcel ID: 2401-605-0057-000-8

Notices Provided Pursuant to: City Code 125-37: Jennifer Hofmeister, AICP, LCAM, Planning Director

Notice by Newspaper: March 30, 2020

Notice by Mail: April 6, 2020

Notice by Signs: April 7, 2020

Verified: Title: Planning Director

Date: April 7,2020

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

April 6, 2021

Dear Property Owner(s):

The property owners, Andres Guarnizo and Santiago Suhaill, is requesting approval of a **Conditional Use with no new construction** to operate a Dwelling Rental, offering lodging for less than six months with an identified minimum rental of two (2) days, at **1507 Faber Court,** 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 Residential Zone (R-2). The Parcel ID is 2401-605-0057-000-8.

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meeting on **April 19, 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.



THE SUNRISE CITY FORT PIERCE Florida

Location Map
Conditional Use with No New Construction
1507 Faber Court

N
W E
S

Jon W Harris and Stacey S Harris
1526 Thumb Point DR
Fort Pierce, FL 34949-3567

Joe L Krchnak and Sylvia N Krchn
2631 Conifer DR
Fort Pierce, FL 34951-2942

Edward J Kaye and Linda S Kaye
1516 Thumb Point DR
Fort Pierce, FL 34949-3567

D W Griffith Sr and Sally S Griffith
1510 Thumb Point Dr
Fort Pierce, FL 34949-3567

Daniel B Longman and Valentina
1506 Thumb Point DR
Fort Pierce, FL 34949-3567

David A Hicks and Lieser M Hicks
1502 Thumb Point Dr
Fort Pierce, FL 34949-3567

Ronald S Jones and Ellen L Jones
1601 Thumb Point Dr
Fort Pierce, FL 34949-3570

Don Edward Tillery Jr and Lisa M
215 Osceola CT
Winter Park, FL 32789-4431

Frances H Larsson
1609 Thumb Point Dr
Fort Pierce, FL 34949-3570

Dennis L Koehl and Jacklyn A K
1613 Thumb Point DR
Fort Pierce, FL 34949-3570

Sarah Cammilleri
1615 Thumb Point DR
Fort Pierce, FL 34949-3570

Adrienne Ambrozic and Gregory
8 Lafayette PL
Thornhill, ON L3T 1G5

Margaret L Glanzer
1625 Thumb Point DR
Fort Pierce, FL 34949-3570

David C Wood and Tiffany Loguer
1639 Thumb Point DR
Fort Pierce, FL 34949-3570

Christopher W Beiser and Rachae
1643 Thumb Point DR
Fort Pierce, FL 34949-3570

Andrew G Novak and Laura R N
4421 NE 29th AVE
Lighthouse Point, FL 33064-7225

Larry Onorato (TR) and Susan On
1651 Thumb Point Dr
Fort Pierce, FL 34949-3570

Florida Beach and Golf Retreats L
7216 Maidstone DR
Port St Lucie, FL 34986-3344

David N Sowerby (LF EST) and
1626 Thumb Point DR
Fort Pierce, FL 34949-3569

Christopher P Hodge (LF EST) a
1622 Thumb Point Dr
Fort Pierce, FL 34949-3569

Robert L Ivey Jr and Rebecca P Iv
1614 Thumb Point Dr
Fort Pierce, FL 34949-3569

William Moak and Jennifer Moak
1610 Thumb Point DR
Fort Pierce, FL 34949-3569

Larry J Kosoy and Karen Kosoy
1606 Thumb Point Dr
Fort Pierce, FL 34949

Gary M Raskopf and Linda L Ras
1602 Thumb Point DR
Fort Pierce, FL 34949-3569

Larry Onorato (LF EST) and Susa
1651 Thumb Point Dr
Fort Pierce, FL 34949-3570

Mark Anthony and Nancy Anthony
2288 Clover ST
Rochester, NY 14618-4124

Jeremiah K Johnson and Kelly M
1509 Thumb Point Dr
Fort Pierce, FL 34949

William H Judy III and Christy J Ju
1513 Thumb Point DR
Fort Pierce, FL 34949-3568

David P Munne and Carlise M G
1510 Faber Ct
Fort Pierce, FL 34949-3552

Russell B Teel and Sandra M Teel
1506 Faber Ct
Fort Pierce, FL 34949-3552

Terry Whitted Shafer
1502 Faber Ct
Fort Pierce, FL 34949-3552

Glynda Cavalcanti
1503 Faber Ct
Fort Pierce, FL 34949-3552

Andres Guarnizo and Suhaill Sant
1507 Faber CT
Fort Pierce, FL 34949-3552

Denis F Glennon (TR)
PO Box 954
Franconia, NH 03580-0954

Juergen Spriewald and Sylvia The
Ilexweg 47
Koeln 59769

Lawrence F Carroll and Martha C
11 Quiver CT
Toms River, NJ 08753-3430

Gary Werner
1525 Thumb Point DR
Fort Pierce, FL 34949-3523

David Vantine (TR)
PO Box 147
Hamilton, NY 13346-0147

Ross P Crittenden
610 Faber Ave
Fort Pierce, FL 34949-3551

James A Longstreet and Robin A
614 Faber Ave
Fort Pierce, FL 34949-3551

Robert A Wacker and Mary L Wa
1642 Thumb Point DR
Fort Pierce, FL 34949-3527

Huey Blackman (LF EST) and Kar
411 Baker AVE
Altamonte Springs, FL 32714-54

Richard J Slater and Diane Slater
355 S Ocean DR, Unit Apt 301
Fort Pierce, FL 34949-3281

John B Culverhouse Sr and John
1635 Thumb Point DR
Fort Pierce, FL 34949-3570

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



1507 FABER CT,
FORT PIERCE, FL, 34949

CONDITIONAL USE – DWELLING RENTAL

TOPICS OF DISCUSSION

1. The Controlling Law and Standards
2. The Application and the Neighbors' Issues
    1. Ingress and egress issues
        a. 1506 blocked by landscaping vehicles
    2. Parking on the street
    3. Kids playing in the cul-de-sac
    4. Not knowing the tenants
    5. Limitation of people in the house
    6. Past experience with renters (party/drug house)
    7. Property Management
3. Zoning/Ordinance
4. Rights Under Law

LEGAL STANDARD – PREEMPTION

- F.S. § 509.032
  - (7) PREEMPTION AUTHORITY.—
    - (a) The regulation of public lodging establishments and public food service establishments, including, but not limited to, sanitation standards, inspections, training and testing of personnel, and matters related to the nutritional content and marketing of foods offered in such establishments, is preempted to the state. This paragraph does not preempt the authority of a local government or local enforcement district to conduct inspections of public lodging and public food service establishments for compliance with the Florida Building Code and the Florida Fire Prevention Code, pursuant to ss. 553.80 and 633.206.
    - (b) A local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.

THE LEGAL STANDARD

- If the Applicant shows that the application meets the statutory and ordinance criteria for granting a conditional use, the City must grant the application;
- Otherwise, "the burden is upon the City to demonstrate, by competent substantial evidence presented at the hearing and made part of the record, that the conditional use requested by the [applicant] did not meet such statutory standards and was, in fact, adverse to the public interest."

  - *Irvine v. Duval County Planning Commission*, 495 So.2d 167 (Fla. 1986)

THE ORDINANCE STANDARD (CONDITIONAL USE)

- **Fort Pierce Code of Ordinances Art. IV Sec. 125-187 Allowed Uses**
  - (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
  - (2) 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.

CONDITIONAL USE
DWELLING RENTAL - ZONING DISTRICT

City of Fort Pierce – Article IV Sec.125-187-Allowed Uses

ZONING DISTRICT	E1	E2	E3	R1	R2	R3	R4	R4A	R5	C1	C2	C3	C4	C5	C6
-Dwelling Rental	-	C	C	C	C	C	C	C	C	-	-	-	P	P	-

Permitted uses – C4 and C5 zones

- Commercial (Central and Tourist)

Conditional uses – E2 through R5 zones

- Residential single-family to High density residential

Prohibited uses – E1, C1-C3, and C6

- Single family estate, Commercial (Office, Neighborhood, General, Marine)

DWELLING RENTAL DEFINED

City of Fort Pierce – Chapter 125, Article I, Sec. 125-3 Definitions; generally

- Dwelling rental *(*dwelling *unit)* means 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, though less than what is otherwise provided for a dwelling, physically separated from any other rooms or dwelling units which may be in the building, and containing sleeping and sanitary facilities and one kitchen.

- *Hotel* means a facility offering transient lodging accommodations to the general public and providing additional services, such as restaurants, meeting spaces, entertainment, and recreational facilities.

- *Motel* means a facility offering transient lodging accommodations to the general public with a majority of all rooms having direct access to the outside without the necessity of passing through the main lobby of the building.

THE STATUTORY AND ORDINANCE CRITERIA

- The location and development plans comply with applicable standards.
- The location and development plans will not violate basic use standards in the zoning district, and other applicable use standards.
- The location and development plans will not violate additional zoning ordinance provisions and other city laws.

- Fort Pierce Code of Ordinance Art. IV Sec. 125-187 (c)

THE ORDINANCE STANDARDS (THE APPLICATION)

- **Sec. 125-236. - Application for conditional use**.
  - Application for a conditional use shall be made by filing an application on a form prescribed by the city and by filing an application for site plan review in accordance with the requirements set forth in section 125-313. Conditional use applications where there is no new construction associated with the use or where such construction is limited to changes in the interior of an existing building shall be exempt from site plan review except that the procedures and standards of section 125-313 shall apply to the review and approval of the conditional use except as otherwise provided in section 125-237.
- **Sec. 125-313**Not a Major Site Plan or a Minor Site Plan. Therefore, no requirements for an application for site plan review in accordance with section 125-313.

THE ORDINANCE STANDARDS (THE APPLICATION)

- Pre-application conference.
- Submittal requirements.
  - A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized.
  - A vicinity map, and any other information required by the city planning department. The vicinity map and site plan shall be submitted in compliance with subsection (a)(3) of this section. (The vicinity map shall indicate the general location of the site, abutting streets, existing utilities, complete legal description of the property in question, and all adjacent land uses.)
- Technical review committee.
- Planning board.
- City commission public hearing.
  - (1)The city commission shall hold a public hearing in accordance with the provisions of section 125-37 prior to acting on the application for conditional use.
  - (2)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.

A DWELLING RENTAL IS A RESIDENTIAL USE - IT IS NOT A BUSINESS -

- The rental of a dwelling by individuals to dwell there, i.e., to sleep, cook, eat, bathe, clean, rest, and recreate, and even to engage in work and employment, is a residential use, not a commercial use.
- The receipt of money by the owner of a dwelling for the rental of a dwelling by individuals to dwell there does not convert or transform the use as a dwelling to a commercial use.

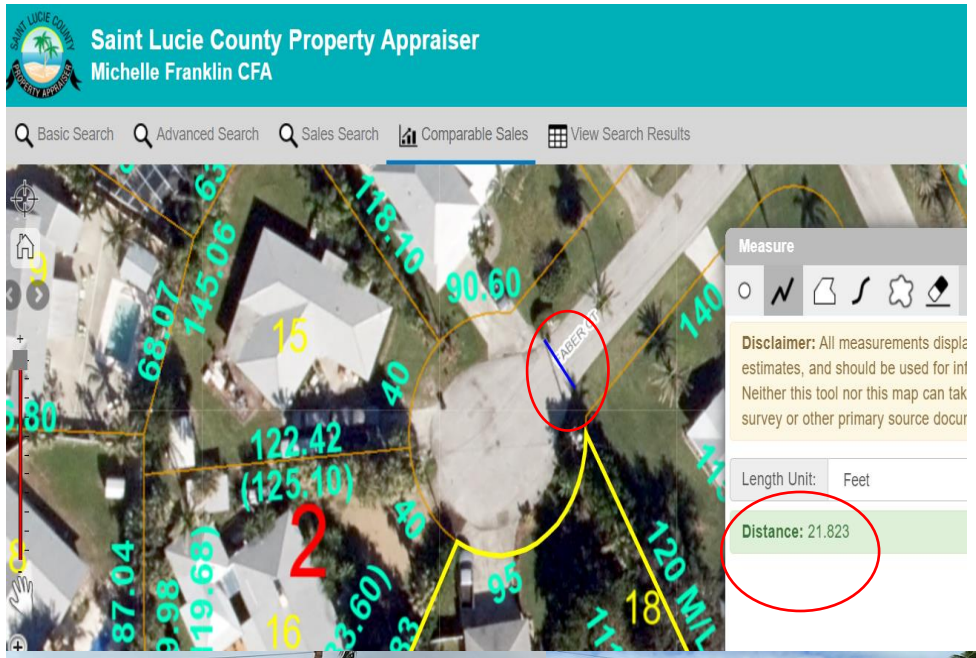
- *Santa Monica Beach Property Owners Association, Inc. v. Acord,* 219 So.3d 311 (Fla. Dist. Ct. App. 2017).

HOME/FAMILY SIZE

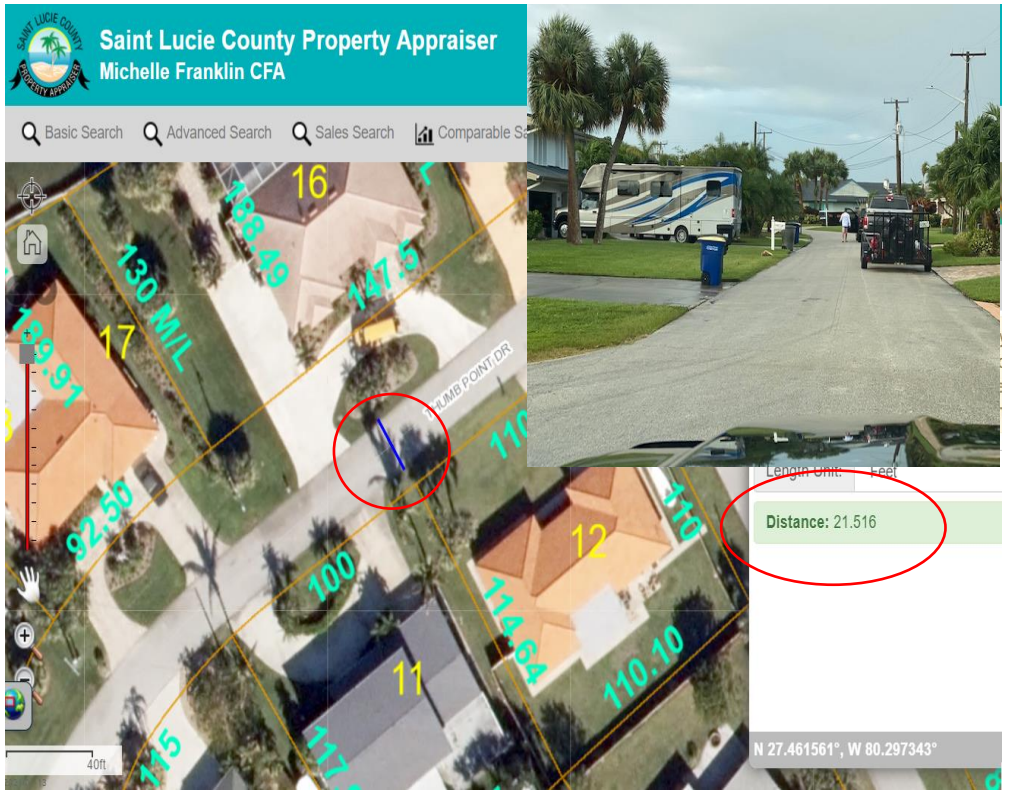
- Unmarried and unrelated people may occupy a dwelling house.
  - Co-ownership
  - Lessees
- There is no legal limit to the size of a family occupying a dwelling house.
  - Moore v. City of East Cleveland, 431 U.S. 494 (1977)
- There is also a constitutional right to live together as a family, and this right is not limited to a nuclear family. The concept of “family” extends to both nuclear and extended family and extends beyond the biological relationship to the situation of foster families.

NEIGHBOR ISSUE: SAFETY

- Ingress and egress into Faber Ct
- Parking on the street







Lawn/Pool Maintenance



NEIGHBOR ISSUE: SAFETY

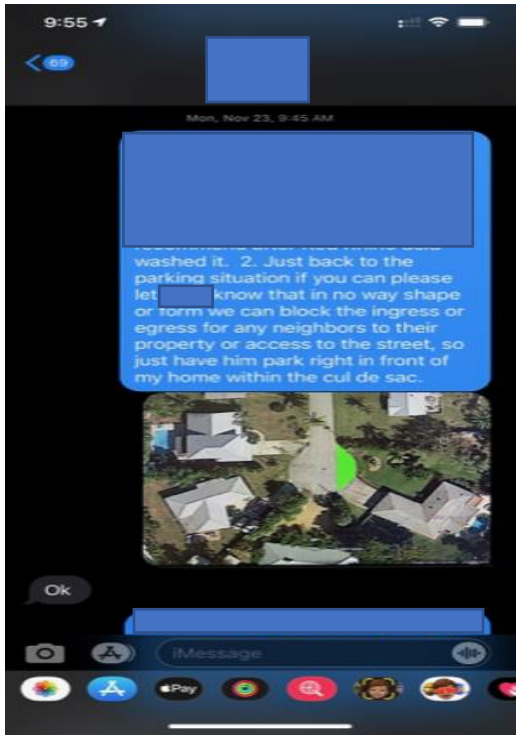
- Ingress and egress into Faber Ct
- Parking on the street

Action in place

- Contractors will park in front of the property, regardless of what house they are servicing.
- No street parking as part of house rules for tenants.
- Additional condition placed by city conditional use, of limiting to 2 tenant vehicles.

RULES & REGULATIONS of 1507 Faber Court, Fort Pierce, FL, 34949:

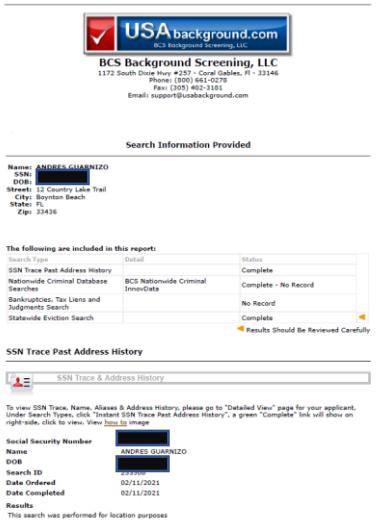
1. Remove all trash and dispose of it in the provided trash can.
2. Peaceful enjoyment of pool and outside area at reasonable hours without excessive noise or music. Respect your neighbors.
3. Pets need to remain in compliance with local leash and pet fecal disposal laws.
4. Smoking is prohibited.
5. Park in the garage and driveway. No street parking allowed.
6. Do not litter.





NEIGHBOR ISSUE: SAFETY

- Children playing in the street
- Don’t know the people that are staying there
- Limitation of people in the house


USAbackground.com
BCS Background Screening, LLC
1172 South Dixie Hwy #257 - Coral Gables, Fl - 33146
Phone: (800) 661-0278
Fax: (305) 402-3181
Email: support@usabackground.com

Search Information Provided

Name: ANDRES GUARNIZO
SSN: [redacted]
DOB: [redacted]
Street: 12 Country Lake Trail
City: Boynton Beach
State: FL
Zip: 33436

The following are included in this report:

Search Type	Detail	Status
SSN Trace Past Address History		Complete
Nationwide Criminal Database Searches	BCS Nationwide Criminal InnovData	Complete - No Record
Bankruptcies, Tax Liens and Judgments Search		No Record
Statewide Eviction Search		Complete

Results Should Be Reviewed Carefully

SSN Trace Past Address History

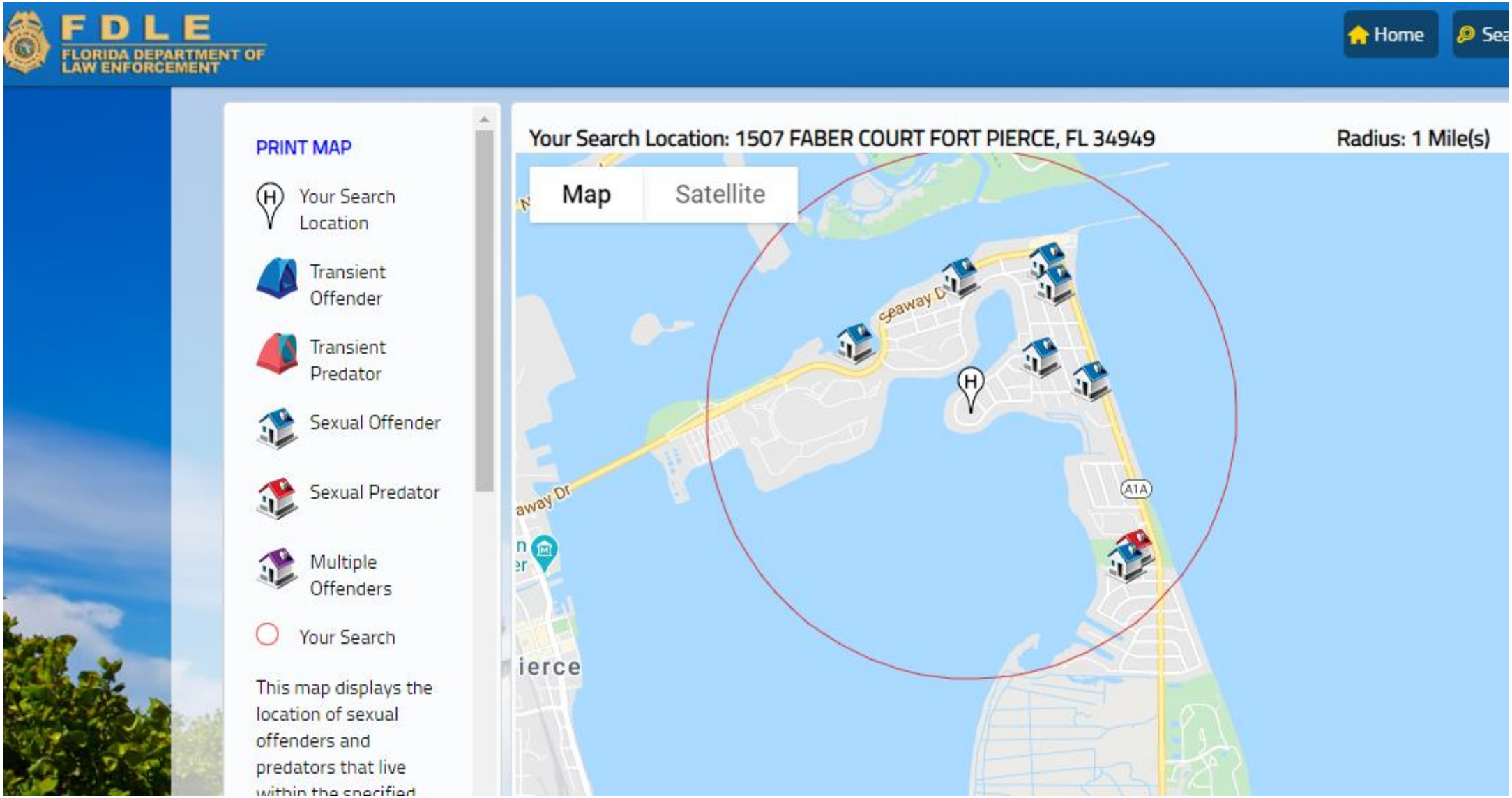
SSN Trace & Address History

To view SSN Trace, Name, Aliases & Address History, please go to "Detailed View" page for your applicant. Under Search Types, click "Instant SSN Trace Past Address History", a green "Complete" link will show on right-side, click to view. View how to image

Social Security Number [redacted]
Name ANDRES GUARNIZO
DOB [redacted]
Search ID 237000
Date Ordered 02/11/2021
Date Completed 02/11/2021
Results
This search was performed for location purposes

Action in place

- Do not let the children play in the street. Already covered by the law.
  - **Fort Pierce Code Chapter 32, Article 1, Sec. 32-6. - Playing in streets.** It shall be unlawful for any person to play ball or any other game upon the public streets or parks, except at places provided for such games, or to authorize, permit or encourage children under one's care or custody to play upon the public streets or other prohibited areas.
- There is a prescreening with interview, background check, with full signed lease that includes all rules, for all tenants.
- We are limiting the occupation of our home to 8 adults, 2 infants. This meets the city ordinance regarding occupancy.


FDLE
FLORIDA DEPARTMENT OF LAW ENFORCEMENT
Home
PRINT MAP
Your Search Location
Transient Offender
Transient Predator
Sexual Offender
Sexual Predator
Multiple Offenders
Your Search
This map displays the location of sexual offenders and predators that live within the specified
Your Search Location: 1507 FABER COURT FORT PIERCE, FL 34949
Radius: 1 Mile(s)
Map
Satellite
A1A

Above and Beyond

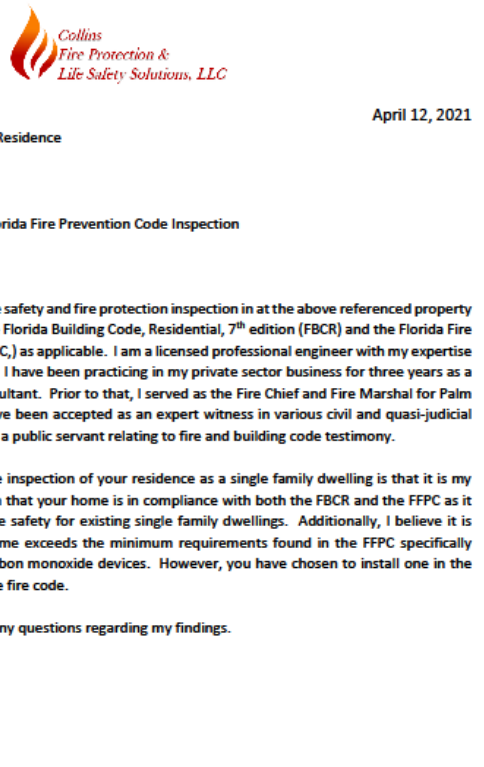
Issue	Action in place
• Safety of children	• Background check requirement; no visitor who must report or register. • No such requirement of any other resident.

• Parking	• Limit of two vehicles
	  • No such limit on any other homeowners in the neighborhood.
	• Yard/Pool Service Vehicles in specific area.
	  • No such limit on any other homeowners in the neighborhood.

• Limiting the number of occupants	• 8 adults; 2 children (10 total) • No such limit on any other resident.

SAFETY

- The house went under an independent health and safety inspection and was deemed safe.



Collins
Fire Protection &
Life Safety Solutions, LLC

April 12, 2021

Mr. Andres Guarnizo, Owner of Residence
1507 Faber Court
Fort Pierce FL, 34949

Re: Florida Building Code and Florida Fire Prevention Code Inspection

Dear Mr. Guarnizo:

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

PROPERTY MANAGEMENT

- There is a local property manager assigned that lives within St Lucie County.
- Security camera system being installed that monitors for both audio and video signals, along the perimeter of the property.

Tenant safety

- Home alarm system was installed that also has actively monitored smoke detectors, for fire safety.
- Fire extinguishers are also located in every bedroom.
- Carbon monoxide detector also installed within the home that exceeds the standard.

NEIGHBOR ISSUE: PETS

- Pet registration

Action in place

- Applicant will require visitors to provide rabies certificates and the vaccination tag must be worn.
  - No such requirement of any other visitor or resident.

ABOVE AND BEYOND

- Sec. 6-119 Registration.
  - (b) Owners or custodians of dogs and cats requiring registration pursuant to this article shall register and obtain tags as follows:
    - (1) Within 30 days of acquiring the dog or cat; or
    - (2) Within 30 days after the owner or custodian takes residence in the incorporated areas of the city, whichever occurs later.
  - (f) The registration provisions of this article shall not apply to:
    - (1) Any owner or custodian who is a nonresident or temporary resident, as defined herein, provided that the owner's animal has been vaccinated for rabies and this vaccination remains valid for the duration of the anticipated stay within the incorporated areas of the city and that a valid rabies tag is worn as required by this chapter. The term "temporary resident," as used herein, means a person who intends to reside within the city for a total period of less than six months during any 12-month period.

NEIGHBOR ISSUE: BUSINESS USE

- “If a vacation renter uses a home ‘for the purposes of eating, sleeping, and other residential purposes,’ this use is residential, not commercial, no matter how short the rental duration.”
  - Santa Monica Beach Prop. Owners Ass'n, Inc. v. Acord, 219 So. 3d 111, 114 (Fla. Dist. Ct. App. 2017)
- “[T]he nature of the property's use is not transformed from residential to business simply because the owner earns income from the rentals.”
  - Santa Monica Beach Prop. Owners Ass'n, Inc. v. Acord, 219 So. 3d 111, 115 (Fla. Dist. Ct. App. 2017)
- “[N]either [the] financial benefit nor the advertisement of the property or the remittance of a lodging tax transforms the nature of the use of the property from residential to commercial.”
  - Santa Monica Beach Prop. Owners Ass'n, Inc. v. Acord, 219 So. 3d 111, 115 (Fla. Dist. Ct. App. 2017)

QUASI-JUDICIAL PROCEDURES FOR FORT PIERCE

- Standard of Proof. The decision of the City Commission to approve, deny or modify an agenda item shall be based on competent substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. lt 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. lt 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.**

THE APPLICANT HAS COMPLIED WITH ALL THE ORDINANCE STANDARDS

- The application complies.
- The application has been to the Technical Review Committee.
- The application has been to the Planning Board.
- The location and development plans comply with applicable standards.
- The location and development plans will not violate basic use standards in the zoning district, and other applicable use standards.
- The location and development plans will not violate additional zoning ordinance provisions and other city laws.

THE APPLICANT ACCEPTS ALL THE STAFF CONDITIONS

- 1. There will be a property manager for the vacation rental, which 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.

THE APPLICANT ADDRESSES THE NEIGHBORS ISSUES

- Ingress and egress.
- Parking on the street.
- Kids playing in the cul-de-sac.
- Not knowing the tenants.
- Limitation of people in the house.
- Property Management.

COMPARISON

Every Other Single-Family Home in Fort Pierce

- No restriction on residents.
- No restriction on occupants.
- No restriction on number of occupants or residents.
- No restriction on daytime and nighttime activities of residents or occupants.
- No restriction on vehicles, yard and home maintenance, trash.
- No monitoring or restriction on pets.
- No monitoring by any third party with an interest in the property and the quiet occupancy of the home.

1507 Faber Ct.

- Background checks.
- No registered offenders.
- Maximum of 8 adults and 2 children.
- House rules on site and in the rental agreement, breach of which terminates the agreement.
- Restriction on the number of vehicles, parking of maintenance vehicles.
- Proof of rabies vaccination and tags must be worn.
- Local property manager and Management Company to monitor the property and the activities of the residents.

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

gkoldehoff@gmail.com

From: Public Records <PublicRecordsRequest@fppd.org>
Sent: Wednesday, May 5, 2021 2:05 PM
To: gkoldehoff@gmail.com
Subject: RE: Records relating to Thumb Point

Good Afternoon,

After searching all databases of the Fort Pierce Police Department, there was no record(s) responsive to your request. As per Florida Statute 119 and the Florida Retention Schedule, the reports you requested (January 1, 2010, through December 31, 2013) are no longer available. As per the retention schedule, this department (Fort Pierce Police Department) requirements to keep felony records for eight (8) years and misdemeanor records for five (5) years. The St. Lucie County Courthouse Warehouse may have records about this request. Contact information is (772) 462-6930, Fax (772) 462-9409, or email your request to recordsrequest@stlucieclerk.com.

All calls for service logs/callout requests must go through the St. Lucie County 911 Communication's Division. The Records Custodian contact number is 772-462-8198, Fax is 772-462-8498, or by email, at 911recordsrequest@stlucieco.org.

The St. Lucie Sheriff's Office; you can reach the Records Custodian office at 772-462-3227 or by email at publicrecordsrequest@stluciesheriff.com.
If you have any questions, please contact this office via phone or email.

The honor of serving you is our pleasure.

Linda Mattison

Linda Mattison | Records Specialist | City of Fort Pierce
Police Department
Phone: 772.467.6921 • 920 South U.S. Highway 1 • Fort Pierce

Website | Facebook | Twitter

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Confidentiality Notice: This email is for the sole use of the intended recipient(s). Unauthorized review, use disclosure, or distribution is prohibited. Email messages and addresses may be subject to public disclosure per Florida public records law. This email and any attachment(s) may include confidential or exempt information from public view.

"Blessed are the Peacemakers"

From: gkoldehoff@gmail.com [mailto:gkoldehoff@gmail.com]
Sent: Thursday, April 29, 2021 2:33 PM

To: Public Records <PublicRecordsRequest@fppd.org>
Subject: Records relating to Thumb Point

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

Pursuant to Chapter 119, Florida Statutes, request for copies of the following documents. If any of these documents are in the possession of a different City department or agency, please forward a copy of this Public Records Request to that department or agency.

> **All police reports and call records related to motor vehicle accidents involving pedestrians or cyclists on the streets or rights of ways in Thumb Point, as identified in the attached aerial (the north and south boundaries are marked by red lines, the east boundary is South Ocean Drive, and the west boundary is the Indian River). This request is for said documents from January 1, 2010 through the date of this request.**

This request includes: copies of every such document and public record regardless of the format in which the information is stored. We understand that if we have requested public records that are not in your custody, you shall make reasonable efforts to determine from other employees within the City of Fort Pierce whether such records exist and, if so, the location at which the records can be accessed.

As you know, if you refuse to provide access to requested public records, or if you plan to claim that records are either not public records according to the Public Records Law, or are exempt from inspection under the Public Records Law, Chapter 119, Fla. Stat. requires that you advise me in writing of your action and indicate the basis for claiming that particular records are not public or the applicable exemption to the Public Records Act, as is required by Section 119.07(2)(a), Fla. Stat. If the exemption you are claiming only applies to a portion of the records, please delete that portion and provide photocopies of the remainder of the records, according to Section 119.07(2)(a), Fla. Stat.

We agree to pay the actual cost of duplication as defined in Section 119.07(1)(a), Fla. Stat. However, if you anticipate that in order to satisfy this request, "extensive use" of information technology resources or extensive clerical or supervisory assistance as defined in Section 119.07(1)(b), Fla. Stat., will be required, then please provide a written estimate of the resources or assistance you contend is necessary, its cost, and the justification for insisting that Section 119.07(1)(b) applies.

I am requesting that these records be made available by **May 7, 2021**. I am further requesting that you acknowledge this request promptly and respond within a reasonable time in accordance with Section 119.07(1)(a), Fla. Stat. If the records are available sooner, please also advise.

Thank you for your attention to this request.

Gary K. Oldehoff
Gary K. Oldehoff PA
759 SW Federal Highway, Suite 216
Stuart, FL 34994
(772) 919-1040
gkoldehoff@gmail.com


THUMB POINT
Write a description for your map.
Legend
Avalon Ave
Coral Ct
Porpoise Ave
Francis Ave
Frances Ct
Fernandina St
Frances Ave
Bayshore Dr
A1A
Beachcomber Ln
Eldorado
Granada St
Hernando St
Bahia Ave
Tradewinds Ave
Malabar Ave
Thumb Point Dr
Faber Ave
S Thumb Point Dr
Google Earth
© 2021 Google
N
1000 ft

2020 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS
SAINT LUCIE COUNTY TAXING AUTHORITIES

Parcel ID 2401-605-0057-000-8

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

Carol J Karlecke / Brian W Fluharty
1507 Faber CT
Fort Pierce, FL 34949-3552

Account Number: 15238
Tax Code: 9022 Fort Pierce
Location: 1507 FABER CT
Legal Desc: THUMB POINT BLK 2 LOT 17 AND LOT 18-LESS ELY PART AS IN DBK 256-638-

TAXING AUTHORITY	Column 1* Your Last Year's Tax Rate & Property Taxes		Column 2* Your Tax Rate & Taxes This Year If No Budget Change is Made		Column 3* Your Tax Rate & Taxes This Year If Budget Change is Made		A Public Hearing on the Proposed Taxes and Budget will be held:
	Tax Rate	Tax Amount	Tax Rate	Tax Amount	Tax Rate	Tax Amount	
GENERAL COUNTY							
SLC General Fund	4.3077	1,030.23	4.1335	1,016.06	4.2077	1,034.29	September 10, 2020 6:00 PM
Jail,Law Enf	3.2324	773.06	3.1075	763.85	3.2324	794.56	2300 Virginia Ave 3rd Floor, Fort Pierce
Erosion Dist E	0.1497	35.80	0.1433	35.22	0.1763	43.34	(772) 462-1670
Mosquito Control	0.1806	43.19	0.1724	42.38	0.1352	33.23	
County Parks	0.2313	55.32	0.2211	54.35	0.2313	56.86	
County Transit	0.1269	30.35	0.1215	29.87	0.1269	31.19	
PUBLIC SCHOOLS							
By State Law	3.8740	1,023.36	3.7513	1,015.89	3.7010	1,002.27	September 8, 2020 5:01 PM
By Local Board	3.2480	857.99	3.1451	851.73	3.2480	879.60	9461 Brandywine Ln, PSL
							(772) 429-3970
MUNICIPALITY							
Fort Pierce	6.9000	1,650.20	6.5210	1,602.93	6.9000	1,696.09	September 14, 2020 5:05 PM
							100 North US Hwy 1, Fort Pierce
							(772) 467-3073
WATER MANAGEMENT							
S FL Wtr Mgmt Dist	0.1152	27.55	0.1103	27.11	0.1103	27.11	September 10, 2020 5:15 PM
SFWMD-Okee Basin	0.1246	29.80	0.1192	29.30	0.1192	29.30	Virtual meeting - see below for link
Everglades Project	0.0397	9.49	0.0380	9.34	0.0380	9.34	www.sfwmd.gov/news-events/meetings
INDEPENDENT DISTRICTS							
SLC Fire Dist	3.0000	717.48	2.8697	705.40	3.0000	737.43	September 9, 2020 5:01 PM
							5160 NW Milner Dr, Port Saint Lucie
							AND www.facebook.com/slcfd/
FL Inland Nav Dist	0.0320	7.65	0.0306	7.52	0.0320	7.87	September 10, 2020 5:30 PM
							1314 Marcinski Rd, Jupiter
							(561) 627-3386
Children`s Services	0.4765	113.96	0.4558	112.04	0.4765	117.13	September 9, 2020 5:15 PM
							VIRTUAL - See www.cscslc.org
							for instructions
VOTER APPROVED DEBT SERVICE							
Total Property Taxes		$6,405.43		$6,302.99		$6,499.61	

SEE BELOW FOR EXPLANATION OF THE COLUMNS ABOVE.

***Column 1 - "Your Last Year's Tax Rate & Property Taxes"**
This column shows the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

***Column 2 - "Your Tax Rate & Taxes This Year If No Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

***Column 3 - "Your Tax Rate & Taxes This Year If Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

*NOTE: Amounts shown on this form DO NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	AMOUNT
Fort Pierce Stormwater	Stormwater Mgmt (772) 467-3782	1.00000	69.000	69.00
Total Non-Ad Valorem Assessment				$69.00

Non-ad valorem assessments are placed on this notice at the request of the respective local governing boards. Your tax collector will be including them on the November tax notice. For details on particular non-ad valorem assessments, contact the levying local governing board.

Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice, such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city or any special district.

TOTAL AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS FROM LAST YEAR	$6,474.43	TOTAL AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS IF BUDGET CHANGES ARE MADE	$6,568.61

WEB PRINT 5/12/2021 1:45:02 PM **WEB PRINT**

DO NOT PAY - THIS IS NOT A BILL

Michelle Franklin
Certified Florida Appraiser

Parcel ID 2401-605-0057-000-8

Tax Code: 9022 Fort Pierce
Location: 1507 FABER CT

Account Number: 15238
Legal Desc: THUMB POINT BLK 2 LOT 17 AND LOT 18-LESS ELY PART AS IN DBK 256-638-

Property Valuation

Market Value	Last Year	This Year
	342,400	337,100

Taxing Authority	Assessed Value		Exemptions		Taxable Value	
	Last Year	This Year	Last Year	This Year	Last Year	This Year
County	289,160	295,810	50,000	50,000	239,160	245,810
Public Schools	289,160	295,810	25,000	25,000	264,160	270,810
Municipality	289,160	295,810	50,000	50,000	239,160	245,810
Water Management	289,160	295,810	50,000	50,000	239,160	245,810
Independent Districts	289,160	295,810	50,000	50,000	239,160	245,810
Voter Approved Debt Service						

Assessment Reductions / Portability	Applies to	Value
Save Our Homes	All Funds	41,290

Exemptions*	Applies to	Last Year	This Year
First Homestead	All Funds	25,000	25,000
Additional Homestead	Non-School Funds	25,000	25,000

*Where more than one value exists, county value of exemption will be indicated

If you feel that the market value of your property is inaccurate or does not reflect fair market value, or if you are entitled to an exemption or classification that is not reflected on this form, contact the Saint Lucie County Property Appraiser at:
2300 Virginia Ave Rm 121, Fort Pierce, FL 34982
or (772) 462-1021

If the property appraiser's office is unable to resolve the matter as to market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the County Property Appraiser and must be filed
ON OR BEFORE:
September 11, 2020

Market Value: Market (also called "just") value is the most probable sale price for your property in a competitive, open market. It is based on a willing buyer and a willing seller.

Assessed Value: Assessed value is the market value of your property minus any assessment reductions. The assessed value may be different for levies made by different taxing authorities.

Assessment Reductions / Portability:
Properties can receive an assessment reduction for a number of reasons. Some of the common reasons are below.

- There are limits on how much the assessment of your property can increase each year. The Save Our Homes program and the limitation for non-homestead property are examples.
- Certain types of property, such as agricultural land and land used for conservation, are valued on their current use rather than their market value.
- Some reductions lower the assessed value only for levies of certain taxing authorities.

If your assessed value is lower than your market value because limits on increases apply to your property or because your property is valued based on its current use, the amount of the difference and reason for the difference are listed in the box titled "Assessment Reductions".

Exemptions: Exemptions that apply to your property are listed in this section along with its corresponding exemption value. Specific dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority. The tax impact of an exemption may also vary for the same taxing authority, depending on the levy (e.g., operating millage vs. debt service millage).

Taxable Value: Taxable value is the value used to calculate the tax due on your property. Taxable value is the assessed value minus the value of your exemptions and discounts.

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.

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.



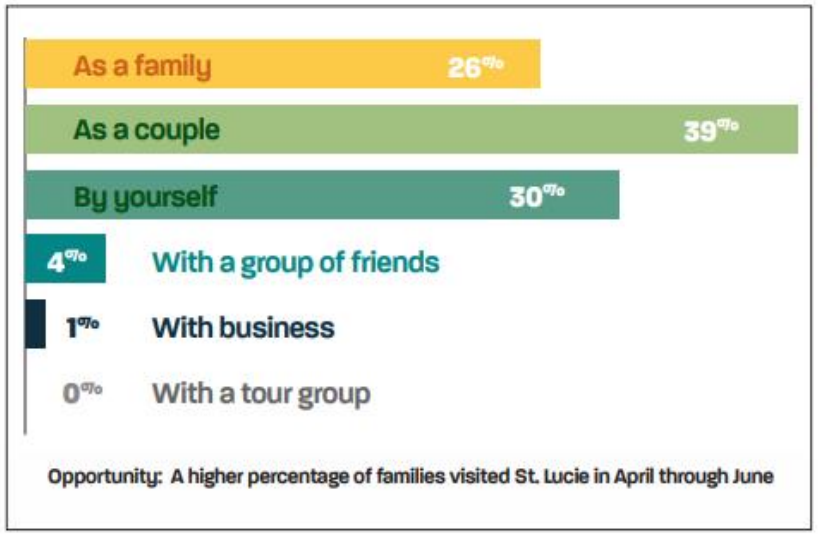
2018 / 2019 Annual Marketing Plan

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







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



For every dollar spent on accommodations..... almost 7 dollars spent on other activities.

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

Spending Impact



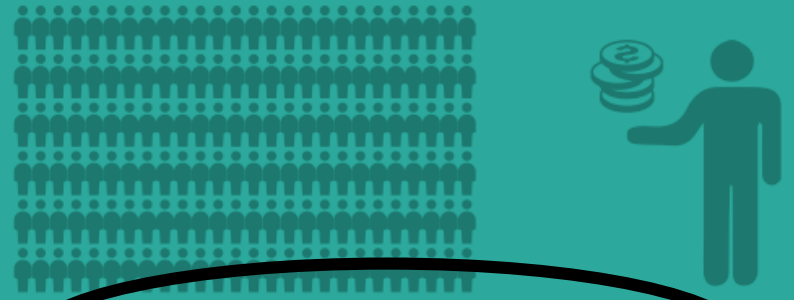
Tourism saves each St. Lucie County household $138.421 per year in local taxes.

[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

City of Fort Pierce-Noise Ordinance

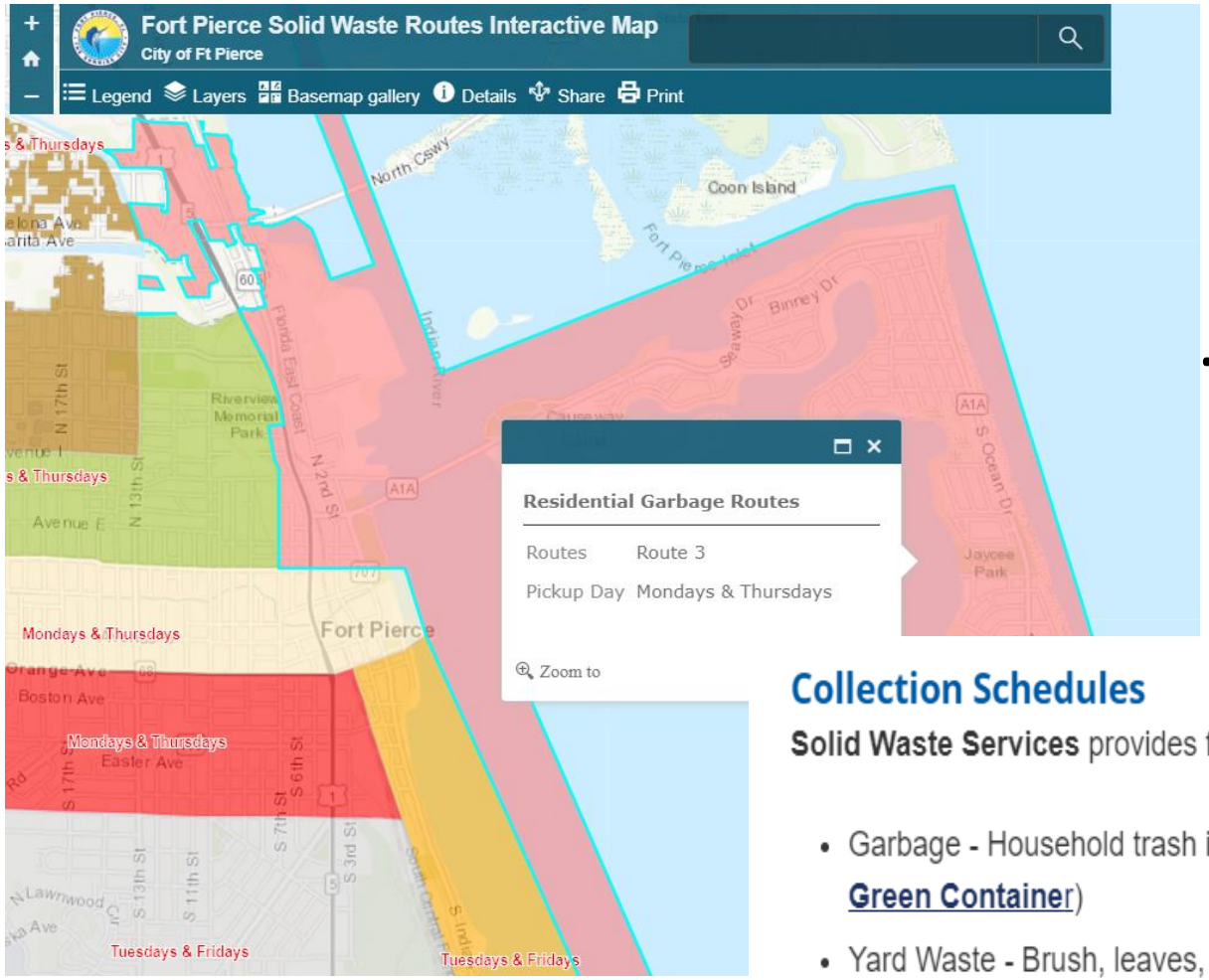
Sec. 26-40. - Sound level limitations.

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.



On Hutchinson Island Trash Collection-Twice a week Mondays and Thursdays

Collection Schedules

Solid Waste Services provides four primary curbside collection services for:

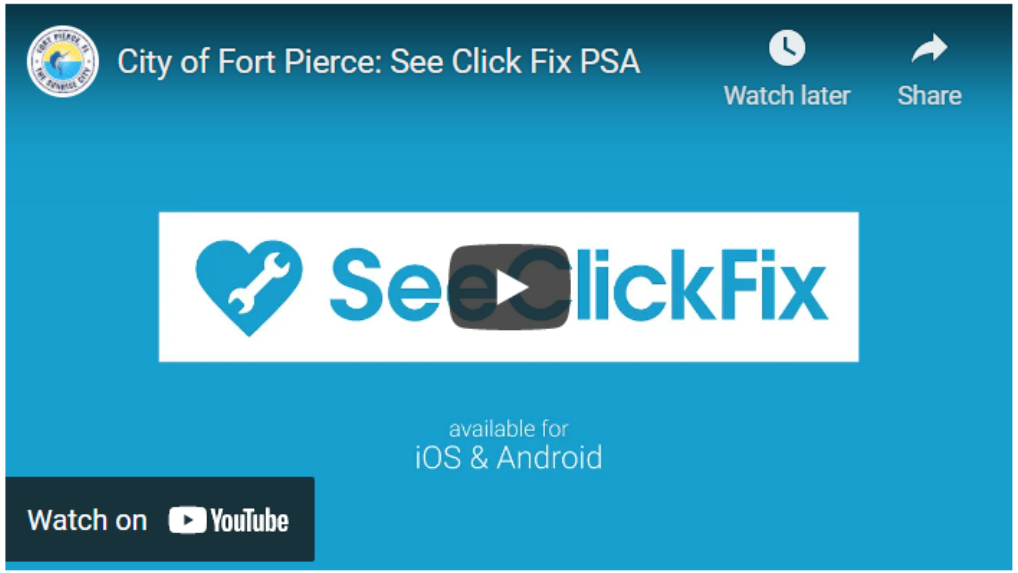
- Garbage - Household trash includes food waste, packaging, and non-recyclable products found in your home. (Twice per week - **Green Container**)
- Yard Waste - Brush, leaves, grass clippings, small shrubs (Once per week - **Black Container**)
- Recycling - (Once per week - **Blue Container**)
- Heavy 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).

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

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:




Sunseeker
606


772-360-5229
AGRICULTURAL
INDUSTRIAL
COMMERCIAL
RESIDENTIAL


Lark
GMC
MERCURY
SEA




16 13
1613
1613


1613
1613

gkoldehoff@gmail.com

From: Public Records <PublicRecordsRequest@fppd.org>
Sent: Wednesday, May 5, 2021 2:05 PM
To: gkoldehoff@gmail.com
Subject: RE: Records relating to Thumb Point

Good Afternoon,

After searching all databases of the Fort Pierce Police Department, there was no record(s) responsive to your request. As per Florida Statute 119 and the Florida Retention Schedule, the reports you requested (January 1, 2010, through December 31, 2013) are no longer available. As per the retention schedule, this department (Fort Pierce Police Department) requirements to keep felony records for eight (8) years and misdemeanor records for five (5) years. The St. Lucie County Courthouse Warehouse may have records about this request. Contact information is (772) 462-6930, Fax (772) 462-9409, or email your request to recordsrequest@stlucieclerk.com.

All calls for service logs/callout requests must go through the St. Lucie County 911 Communication's Division. The Records Custodian contact number is 772-462-8198, Fax is 772-462-8498, or by email, at 911recordsrequest@stlucieco.org.

The St. Lucie Sheriff's Office; you can reach the Records Custodian office at 772-462-3227 or by email at publicrecordsrequest@stluciesheriff.com.
If you have any questions, please contact this office via phone or email.

The honor of serving you is our pleasure.

Linda Mattison

Linda Mattison | Records Specialist | City of Fort Pierce
Police Department
Phone: 772.467.6921 • 920 South U.S. Highway 1 • Fort Pierce

Website | Facebook | Twitter

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

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"Blessed are the Peacemakers"

From: gkoldehoff@gmail.com [mailto:gkoldehoff@gmail.com]
Sent: Thursday, April 29, 2021 2:33 PM

To: Public Records <PublicRecordsRequest@fppd.org>
Subject: Records relating to Thumb Point

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

Pursuant to Chapter 119, Florida Statutes, request for copies of the following documents. If any of these documents are in the possession of a different City department or agency, please forward a copy of this Public Records Request to that department or agency.

> **All police reports and call records related to motor vehicle accidents involving pedestrians or cyclists on the streets or rights of ways in Thumb Point, as identified in the attached aerial (the north and south boundaries are marked by red lines, the east boundary is South Ocean Drive, and the west boundary is the Indian River). This request is for said documents from January 1, 2010 through the date of this request.**

This request includes: copies of every such document and public record regardless of the format in which the information is stored. We understand that if we have requested public records that are not in your custody, you shall make reasonable efforts to determine from other employees within the City of Fort Pierce whether such records exist and, if so, the location at which the records can be accessed.

As you know, if you refuse to provide access to requested public records, or if you plan to claim that records are either not public records according to the Public Records Law, or are exempt from inspection under the Public Records Law, Chapter 119, Fla. Stat. requires that you advise me in writing of your action and indicate the basis for claiming that particular records are not public or the applicable exemption to the Public Records Act, as is required by Section 119.07(2)(a), Fla. Stat. If the exemption you are claiming only applies to a portion of the records, please delete that portion and provide photocopies of the remainder of the records, according to Section 119.07(2)(a), Fla. Stat.

We agree to pay the actual cost of duplication as defined in Section 119.07(1)(a), Fla. Stat. However, if you anticipate that in order to satisfy this request, "extensive use" of information technology resources or extensive clerical or supervisory assistance as defined in Section 119.07(1)(b), Fla. Stat., will be required, then please provide a written estimate of the resources or assistance you contend is necessary, its cost, and the justification for insisting that Section 119.07(1)(b) applies.

I am requesting that these records be made available by **May 7, 2021**. I am further requesting that you acknowledge this request promptly and respond within a reasonable time in accordance with Section 119.07(1)(a), Fla. Stat. If the records are available sooner, please also advise.

Thank you for your attention to this request.

Gary K. Oldehoff
Gary K. Oldehoff PA
759 SW Federal Highway, Suite 216
Stuart, FL 34994
(772) 919-1040
gkoldehoff@gmail.com


THUMB POINT
Write a description for your map.
Legend
Avalon Ave
Coral Ct
Porpoise Ave
Francis Ave
Frances Ct
Fernandina St
Frances Ave
Bayshore Dr
A1A
Beachcomber Ln
Eldorado
Granada St
Hernando St
Bahia Ave
Tradewinds Ave
Malabar Ave
Thumb Point Dr
Faber Ave
S Thumb Point Dr
Google Earth
© 2021 Google
N
1000 ft

2020 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS
SAINT LUCIE COUNTY TAXING AUTHORITIES

Parcel ID 2401-605-0057-000-8

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

Carol J Karlecke / Brian W Fluharty
1507 Faber CT
Fort Pierce, FL 34949-3552

Account Number: 15238
Tax Code: 9022 Fort Pierce
Location: 1507 FABER CT
Legal Desc: THUMB POINT BLK 2 LOT 17 AND LOT 18-LESS ELY PART AS IN DBK 256-638-

TAXING AUTHORITY	Column 1* Your Last Year's Tax Rate & Property Taxes		Column 2* Your Tax Rate & Taxes This Year If No Budget Change is Made		Column 3* Your Tax Rate & Taxes This Year If Budget Change is Made		A Public Hearing on the Proposed Taxes and Budget will be held:
	Tax Rate	Tax Amount	Tax Rate	Tax Amount	Tax Rate	Tax Amount	
GENERAL COUNTY							
SLC General Fund	4.3077	1,030.23	4.1335	1,016.06	4.2077	1,034.29	September 10, 2020 6:00 PM
Jail,Law Enf	3.2324	773.06	3.1075	763.85	3.2324	794.56	2300 Virginia Ave 3rd Floor, Fort Pierce
Erosion Dist E	0.1497	35.80	0.1433	35.22	0.1763	43.34	(772) 462-1670
Mosquito Control	0.1806	43.19	0.1724	42.38	0.1352	33.23	
County Parks	0.2313	55.32	0.2211	54.35	0.2313	56.86	
County Transit	0.1269	30.35	0.1215	29.87	0.1269	31.19	
PUBLIC SCHOOLS							
By State Law	3.8740	1,023.36	3.7513	1,015.89	3.7010	1,002.27	September 8, 2020 5:01 PM
By Local Board	3.2480	857.99	3.1451	851.73	3.2480	879.60	9461 Brandywine Ln, PSL
							(772) 429-3970
MUNICIPALITY							
Fort Pierce	6.9000	1,650.20	6.5210	1,602.93	6.9000	1,696.09	September 14, 2020 5:05 PM
							100 North US Hwy 1, Fort Pierce
							(772) 467-3073
WATER MANAGEMENT							
S FL Wtr Mgmt Dist	0.1152	27.55	0.1103	27.11	0.1103	27.11	September 10, 2020 5:15 PM
SFWMD-Okee Basin	0.1246	29.80	0.1192	29.30	0.1192	29.30	Virtual meeting - see below for link
Everglades Project	0.0397	9.49	0.0380	9.34	0.0380	9.34	www.sfwmd.gov/news-events/meetings
INDEPENDENT DISTRICTS							
SLC Fire Dist	3.0000	717.48	2.8697	705.40	3.0000	737.43	September 9, 2020 5:01 PM
							5160 NW Milner Dr, Port Saint Lucie
							AND www.facebook.com/slcfd/
FL Inland Nav Dist	0.0320	7.65	0.0306	7.52	0.0320	7.87	September 10, 2020 5:30 PM
							1314 Marcinski Rd, Jupiter
							(561) 627-3386
Children`s Services	0.4765	113.96	0.4558	112.04	0.4765	117.13	September 9, 2020 5:15 PM
							VIRTUAL - See www.cscslc.org
							for instructions
VOTER APPROVED DEBT SERVICE							
Total Property Taxes		$6,405.43		$6,302.99		$6,499.61	

SEE BELOW FOR EXPLANATION OF THE COLUMNS ABOVE.

***Column 1 - "Your Last Year's Tax Rate & Property Taxes"**
This column shows the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

***Column 2 - "Your Tax Rate & Taxes This Year If No Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

***Column 3 - "Your Tax Rate & Taxes This Year If Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

*NOTE: Amounts shown on this form DO NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	AMOUNT
Fort Pierce Stormwater	Stormwater Mgmt (772) 467-3782	1.00000	69.000	69.00
Total Non-Ad Valorem Assessment				$69.00

Non-ad valorem assessments are placed on this notice at the request of the respective local governing boards. Your tax collector will be including them on the November tax notice. For details on particular non-ad valorem assessments, contact the levying local governing board.

Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice, such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city or any special district.

TOTAL AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS FROM LAST YEAR	$6,474.43	TOTAL AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS IF BUDGET CHANGES ARE MADE	$6,568.61

WEB PRINT 5/12/2021 1:45:02 PM **WEB PRINT**

DO NOT PAY - THIS IS NOT A BILL

Michelle Franklin
Certified Florida Appraiser

Parcel ID 2401-605-0057-000-8

Tax Code: 9022 Fort Pierce
Location: 1507 FABER CT

Account Number: 15238
Legal Desc: THUMB POINT BLK 2 LOT 17 AND LOT 18-LESS ELY PART AS IN DBK 256-638-

Property Valuation

Market Value	Last Year	This Year
	342,400	337,100

Taxing Authority	Assessed Value		Exemptions		Taxable Value	
	Last Year	This Year	Last Year	This Year	Last Year	This Year
County	289,160	295,810	50,000	50,000	239,160	245,810
Public Schools	289,160	295,810	25,000	25,000	264,160	270,810
Municipality	289,160	295,810	50,000	50,000	239,160	245,810
Water Management	289,160	295,810	50,000	50,000	239,160	245,810
Independent Districts	289,160	295,810	50,000	50,000	239,160	245,810
Voter Approved Debt Service						

Assessment Reductions / Portability	Applies to	Value
Save Our Homes	All Funds	41,290

Exemptions*	Applies to	Last Year	This Year
First Homestead	All Funds	25,000	25,000
Additional Homestead	Non-School Funds	25,000	25,000

*Where more than one value exists, county value of exemption will be indicated

If you feel that the market value of your property is inaccurate or does not reflect fair market value, or if you are entitled to an exemption or classification that is not reflected on this form, contact the Saint Lucie County Property Appraiser at:
2300 Virginia Ave Rm 121, Fort Pierce, FL 34982
or (772) 462-1021

If the property appraiser's office is unable to resolve the matter as to market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the County Property Appraiser and must be filed
ON OR BEFORE:
September 11, 2020

Market Value: Market (also called "just") value is the most probable sale price for your property in a competitive, open market. It is based on a willing buyer and a willing seller.

Assessed Value: Assessed value is the market value of your property minus any assessment reductions. The assessed value may be different for levies made by different taxing authorities.

Assessment Reductions / Portability:
Properties can receive an assessment reduction for a number of reasons. Some of the common reasons are below.

- There are limits on how much the assessment of your property can increase each year. The Save Our Homes program and the limitation for non-homestead property are examples.
- Certain types of property, such as agricultural land and land used for conservation, are valued on their current use rather than their market value.
- Some reductions lower the assessed value only for levies of certain taxing authorities.

If your assessed value is lower than your market value because limits on increases apply to your property or because your property is valued based on its current use, the amount of the difference and reason for the difference are listed in the box titled "Assessment Reductions".

Exemptions: Exemptions that apply to your property are listed in this section along with its corresponding exemption value. Specific dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority. The tax impact of an exemption may also vary for the same taxing authority, depending on the levy (e.g., operating millage vs. debt service millage).

Taxable Value: Taxable value is the value used to calculate the tax due on your property. Taxable value is the assessed value minus the value of your exemptions and discounts.

FORT PIERCE CITY COMMISSION MEETING

APRIL 19, 2021 – Conditional Use Approval, 1507 Faber Ct.

(20-0400017) Parcel ID: 2401-605-0057-000-8.

Motion to Intervene, and to Continue the Hearing of this Matter, by Glynda Cavalcanti, Terry Shafer and Irving Shafer.

Intervenors' Interest in this Matter

Glynda Cavalcanti, Terry Shafer, and Irving Shafer, through counsel, pursuant to City of Fort Pierce Resolution No. 19-R35, QUASI-JUDICIAL HEARING PROCEDURES, V. - Party Intervenors, move to intervene in the above captioned, Quasi-Judicial Proceeding, and as grounds therefore would show:

1. All three movants have an interest in the application, which is different than the public at large.
2. Ms. Cavalcanti resides at 1503 Faber Ct., Mr. and Mrs. Shafer reside at1502 Faber Ct.
3. Ms. Cavalcanti's residence is immediately adjacent to 1507 Ct., sharing a property line of approximately 133 ft. with the applicant for conditional use.
4. The Shafer's residence is approximately 40 ft. from the applicant's property.
5. Both Cavalcanti and the Shafer's share the end of the Faber Ct. cul-de-sac (which is approximately 58 ft. across at its widest point), with 1507 Faber Ct.
6. The movants' interest in the application is decidedly more direct and intense than that of the public at large, as the movants would be directly and significantly affected by the vacation rental use of 1507, while the general public would not be affected to nearly the same extent.

WHEREFORE, Movants' respectfully request they be permitted to intervene in this quasi-judicial proceeding, as they have an interest in the application which differs from that of the general public.

Intervenors' Motion to Continue This Hearing Due to Pending Matters Potentially Impacting the Commissions' Options

Movants respectfully request the City Commission postpone its consideration of this Conditional Use Application to a later date, for the following reasons:

1. The City of Fort Pierce has created a committee or "task force" to address the complex and difficult issues presented by the presence of short-term rentals in single family residential neighborhoods.
2. This "task force" has met but has not had time to hear from competing interests, consider proposals, analyze the issues, and make recommendations for the Commission's use in deciding exactly the questions confronting it in this proceeding.
3. The Florida Legislature is in session, and currently considering bills that could dramatically affect the options available to the Commission in addressing this and other applications pending before it.[1]
4. In light of the potential impact of these pending developments, Movants suggest that the City Commission, and all parties affected by this proceeding, would be better served if the Commission were to table consideration of Conditional Use Applications for Short Term Rentals until

[1] Including: HB 1481; SB 1988; CS/HB 219; CS/CS/SB 522

these imminent matters that are directly relevant to this proceeding are resolved.

WHEREFORE, Movants' respectfully request this matter be continued until the City's "task force" has completed its mission of evaluating the issues presented by this application, and the other pending requests that the City permit a Conditional Use for Vacation Rentals in single family residential neighborhoods.

Outline of Intervenors' Opposition to Granting Conditional Use Application for Vacation Rental at 1507 Faber Court

A. Permitting a Vacation Rental at this location, would adversely affect the safety, comfort, and general welfare of persons in the neighborhood.

1. Faber Court, and all of the Thumb Point Neighborhood, is zoned R-2, a single-family residential neighborhood with limited access due to its being a peninsula, with the Indian River Lagoon preventing vehicle access from three sides. The Future Land Use is Low Density Residential (RL).
2. The Thumb Point Neighborhood, is essentially described as that area South of where Porpoise Ave. intersects with Fernandina St., and West of Fernandina St. to the Southern terminus of Fernandina St. at Thumb Point Dr. This area encompasses the side streets, Frances Ave., Bahia Ave., Tradewinds Ave., Malabar Ave., Faber Ave., and Faber Ct.
3. Thumb Point was subdivided, and the roads laid out in 1957 with narrower rights of way than would be permitted today.
4. The maximum width of any street within the Thumb Point neighborhood is 20 ft.

5. Faber Court is a narrow street (20 ft. wide) ending in a cul-de-sac which is only 58 feet at its widest point.
6. Current Saint Lucie County Fire District requirements for a cul-de-sac in a residential neighborhood require a 50 ft. radius or a 100 Ft. diameter.
7. Presently SLCFD trucks are 37 ft. long and a ladder truck may be 47 ft. long.
8. There are no existing sidewalks within the Thumb Point Neighborhood.
9. The Thumb Point Neighborhood is not well lit for vehicular traffic, and testimony will show that this is deemed a desirable feature for residents, as opposed to the much brighter street lighting that is found on S. Ocean Drive, Seaway Drive and Binney Drive.
10. The road distance within the Thumb Point Neighborhood totals 1.4 miles. There are 13 Street lights on Thumb Point Drive, 1 on Frances Ave., 1 on Bahia Ave., 1 on Tradewinds Ave., 1 on Malabar Ave., 1 on Faber Ave., and 1 on Faber Ct.
11. There are currently 17 students in the Thumb Point Neighborhood, ranging from Kindergarten to 12th grade. These students walk to and use bus stops at Avalon Ave. and Hernando St. and at Hernando St. and Porpoise Ave.
12. The streets of Thumb Point host children riding bikes and skateboards, Seniors and young people walking and jogging, parents pushing baby buggies and dragging other children behind them, families walking their dogs.
13. It is a reasonable inference that individuals using Vacation Rentals would likely be unfamiliar with the area where they have come to recreate.[2]

[2] "Vacation." a period spent away from home or business in travel or recreation// had a restful vacation at the beach. Merriam-Webster.com Dictionary, Merriam-Webster, https://www.merriam-webster.com/dictionary/vacation. Accessed 15 Apr. 2021.

14. When drivers are unacquainted with an area, common sense tells us that they may well have more difficulty navigating unfamiliar terrain, especially given narrow streets without sidewalks, parked service vehicles, ongoing construction, pedestrians (including children), bicyclists and animals.

15. The difficulty caused by unfamiliarity with the area, is exacerbated for a recently arrived vacationing driver at night, if as with the Thumb Point Neighborhood, the streets are not brightly lit.

16. Considering and analyzing all the factors adduced above, pursuant to City Code Section 125-235, will logically guide the Commission to an ultimate conclusion, that even with the five (5) conditions suggested by Staff, this conditional use would adversely affect the safety, comfort and general welfare of those in the affected neighborhood, in that this particular area was not designed for vacationer traffic, wherein newly arrived drivers attempt to familiarize themselves with and negotiate the narrow streets of the Thumb Point Neighborhood, which due to its lack of sidewalks is frequented by children going to bus stops, walkers, joggers pedestrians, parked service vehicles, construction vehicles and ordinary traffic thus increasing the risk of injury to persons and property.

17. The Commission here, after carefully considering, comparing and weighing the evidence that will be introduced and made part of the record before it, can assure that due process and equal protection are afforded the petitioner for this conditional use, by making specific findings of fact upon which it bases its decision denying the conditional use sought here as increasing the

danger to persons and property, and thusly adversely affecting this neighborhood.[3]

B. Vacation Rentals in the City of Fort Pierce adversely affect the general welfare of persons in the City by negatively affecting the availability of affordable housing.

1. Entrepreneurs can make substantial returns on an investment in Vacation Rental properties.
2. Vacation Rental properties typically return more on investment than does operating as a typical landlord of long-term rental properties.
3. Purchasing residential property in the City of Fort Pierce to use as an investment in Vacation Rental is becoming increasingly popular.
4. There is a limited amount of residential property available for sale in the City.
5. Some of this residential property is held by homeowners who live in the property.
6. Some residential properties are rented to long term tenants and others are offered as short-term or Vacation Rentals.
7. As the higher rate of return on short-term rentals becomes apparent more landlords convert their long-term rental residences to short term or vacation rentals.
8. The City of Fort Pierce already has a shortage of affordable housing.
9. The conversion of long-term rentals to short-term or vacation rentals is exacerbating the dearth of affordable housing in the City of Fort Pierce.

[3] In accordance with *Irvine v Duval County Planning Commission*, 495 So.2d 167, (Fla. 1986).

10. Granting this Petition for Conditional Use to permit this entrepreneur to operate a Vacation Rental in the City of Fort Pierce will adversely affect the general welfare of the City of Fort Pierce by increasing the shortage of affordable housing for the work force necessary to make Fort Pierce a vibrant and economically successful community.

EXHIBIT LIST

1. Composite, Photos showing measurements of:
    a. Faber Ct., street
    b. Faber Ct. cul-de-sac
    c. Thumb Point Dr.
2. Saint Lucie County Fire District, Road Design Criteria
3. School Board of Saint Lucie County, Spread Sheet showing students in the Thumb Point neighborhood.
4. Resume' Joanne McCurdy, Realtor
5. Article, Economic Policy Institute, The economic costs and benefits of Airbnb.
6. Article, Harvard Business Review, Research: When Airbnb Listings in a City Increase, So Do Rent Prices.
7. Article, Miami Herald, Why Airbnb is making it harder for Miami locals to find a place to rent. Aug. 4, 2019.
8. Article, US News & World Report, Is Airbnb Ameliorating - or Exacerbating - Inequality in Cities. May 2, 2019.
9. Article, Inside Airbnb, Adding data to the Debate, A Year Later: Airbnb as a Racial Gentrification Tool. Jan. 30, 2018.
10. Article, BBC News, AirBnB racism claim: African-Americans 'less likely to get rooms' Dec. 12, 2015.

11. Article, CATO Institute, AirBnb and Neighborhood Conflict. Oct. 16, 2018.
12. Article, National Bureau of Economic Research, Housing Demand, Cost-of-Living Inequality, and the Affordability Crisis. November 2016.
13. Article, Forbes, The Airbnb Effect On Housing And Rent. Feb 21, 2020.

WITNESS LIST

1. Joanne McCurdy, 171 Melody Lane, Fort Pierce, Fl 34950
2. Glynda Cavalcanti, 1503 Faber Ct., Fort Pierce, Fl 34949
3. Terry W. Shafer, 1502 Faber Ct., Fort Pierce, Fl 34949
4. Irving "Chip" Shafer, 1502 Faber Ct., Fort Pierce, Fl 34949

Respectfully submitted, this 16th Day of April, 2021

E. Clayton Yates, P.A.
FEE, YATES & FEE, PLLC
426 Avenue A
Ft. Pierce, FL 34950
Phone: 772-461-5020
Facsimile: 772-465-1886
Primary Email: clay@yateslawfla.com
Secondary Email: eservice@yateslawfla.com

By: */s/ E. Clayton Yates*
E. Clayton Yates
Florida Bar No.: 398720

Linda Cox

From: Peter Sweeney
Sent: Friday, April 16, 2021 9:18 AM
To: Clay Yates
Cc: spesta@feeyateslaw.com; Linda Cox; Nick Mimms
Subject: RE: Motion to Intervene APRIL 19, 2021 Commission Meeting – Conditional Use Approval, 1507 Faber Ct.

Good morning Mr. Yates,

Based on my review of your submitted materials, as well as application of the standards as outlined in Resolution 19-R35, the request for intervenor status for Glynda Cavalcanti, Terry Shafer and Irving Shafer is granted, as it pertains to the Conditional Use Application for 1507 Faber Court, Fort Pierce, Florida (Parcel ID: 2401-605-0057-000-8).

As to the Motion to Continue, pursuant to Resolution 19-R35 at section XII "Continuances and Deferrals", the City Commission has the sole discretion to grant a continuance. Therefore, prior to the beginning of the hearing, I shall ask the City Commission to rule on the motion.

Thank you and have a nice weekend,

Pete Sweeney

Peter J. Sweeney | City Attorney | City of Fort Pierce
Phone: 772.467.3046 • Fax: 772.466.5492 • 100 North U.S. 1 Fort Pierce
Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

From: Clay Yates <cyates@feeyateslaw.com>
Sent: Friday, April 16, 2021 2:35 AM
To: Peter Sweeney <psweeney@cityoffortpierce.com>; Linda Cox <lcox@cityoffortpierce.com>
Cc: Sarahbeth Pesta <spesta@feeyateslaw.com>; terry travelandfishing.com <terry@travelandfishing.com>; Glynda Cavalcanti <glynda@mclcpa.com>
Subject: Motion to Intervene APRIL 19, 2021 Commission Meeting – Conditional Use Approval, 1507 Faber Ct.

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. .

Mr. Sweeney and Ms. Cox,

Attached please find, my client's Motion to Intervene in the above captioned matter. If you have any questions please feel free to contact me.

Thank you,

Clay Yates

FEE, YATES & FEE
PLLC
ATTORNEYS AT LAW

E. Clayton Yates
E. Clayton Yates, P.A.
Fee, Yates & Fee, P.L.L.C.
426 Avenue A | Fort Pierce, FL 34950
(772) 465-7990 | (772) 465-1886 fax

400 NW 2nd Street | Okeechobee, FL 34972
(863)-763-3131 | 863-763-1031 fax
e-mail cyates@feeyateslaw.com

The law firm of **Fee. Yates & Fee, PLLC** is a multi-disciplined law practice. A large component of our practice is devoted to secured and unsecured lender representation in regards to defaulted credits. Should the subject matter of this communication concern a debt owed to another; then be advised that this communication is from a debt collector and is an attempt to collect a debt and any information obtained will be used for that purpose. A portion of the firms practice is devoted to negotiating troubled real estate loans and prosecuting and defending foreclosures. We are knowledgeable in both debtor and creditor bankruptcy law. The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, do not read it. Please immediately reply to the sender that you received this communication in error and then delete it. Thank you.

FORT PIERCE CITY COMMISSION MEETING

April 19, 2021 – Conditional Use Approval, 1507 Faber Ct.

(20-0400017) Parcel ID: 2401-605-0057-000-8.

Continued Until May 17, 2021.

Notice of Counsel's Withdrawal as to Intervenors Glynda Cavalcanti, Terry Shafer and Irving Shafer.

Undersigned counsel with the consent of his clients, hereby advises the City Attorney and the Commission of his withdrawal as counsel of record for the intervenors in this matter.

Respectfully submitted, this 27th Day of April 2021.

E. Clayton Yates, P.A.
FEE, YATES & FEE, PLLC
426 Avenue A
Ft. Pierce, FL 34950
Phone: 772-461-5020
Facsimile: 772-465-1886
Primary Email: clay@yateslawfla.com
Secondary Email: eservice@yateslawfla.com

By: */s/ E. Clayton Yates*
E. Clayton Yates
Florida Bar No.: 398720

STRs Kill Hospitality

STRs KILL HOSPITALITY

Simply put, STRs are very profitable because they can charge rates that compete with legitimate hotels, while the costs of running a residential property are much, much lower than commercial hotels.

STRs have virtually NO regulations or restrictions thanks to SB 1350. STRs have no occupancy limits, no on-site staff, no health or safety standards, and no ADA requirements. STRs have preferential zoning and pay lower property taxes and utility rates.

STRs get a “free ride” off of taxpayers and neighbors. Neighbors are forced to serve as the “front desk” to monitor and report problems and the local police department is the security staff (at taxpayer expense). Operators also call the police on their own guests (at taxpayer expense) because they are out of town and can’t deal with the problem themselves. Why should taxpayers subsidize STRs as they invade our neighborhoods?!?!?

Legitimate hotels have a substantially higher cost structure for many reasons, such as:

- Higher cost for commercially zoned land
- Higher building costs to meet stricter commercial codes that include fire, safety and other requirements
- ADA compliance to provide access for the 18% of Americans with disabilities
- Higher staffing levels (jobs) of 0.5 to 2.0 full time employees per guest room
- 24/7 staff and security
- Compliance with state and local health codes and standards
- Cost of meeting “Brand” standards of the chain or franchisor

The list goes on. In the end, the radically different costs structures for legitimate, regulated hotels and unregulated, unrestricted STRs amounts to unfair competition for Arizona's hospitality industry and the 200,000 jobs it provides.

How unfair? A look at standard industry metrics tells the tale. A common measure of performance for hospitality properties is "Revenue Per Available Room", or "REVPAR". (Please google REVPAR if you'd like a complete explanation of the term.)

For STRs breakeven REVPAR is about $25 to $50 per bedroom. That is, assuming 25% operating expenses and typical costs for financing and taxes an STR will break even with revenue of $25 to $50 per available room. This rule of thumb covers everything from a $100k condo all the way to a multi-million mansion with 10 bedrooms or more.

Legitimate hotels have breakeven REVPAR of $49 (limited service) to $141 (resorts) based on a 2018 CBRE Hotels' America Research report. It is almost impossible for hotels to compete with the unfair costs advantages of STRs. This is a huge, unsustainable difference in cost structures. With a breakeven REVPAR that is 2 to 3 times higher, in the long run legitimate hotels are in serious danger of being run out of business by STRs.

If you work in hospitality in Arizona you might want to contact your legislator

about fixing SB 1350 while you still have a job.

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Fix SB 1350

STRs are Job Killers

SHORT TERM RENTALS ARE JOB KILLERS

Legitimate Hotels create 0.5 to 2.0 jobs per room, depending on whether the hotel is a limited service, full service or luxury/resort property. So a 100 room limited service hotel would employ about 50 people and a 200 room luxury hotel would employ about 400 people.

These jobs include front desk, security, bellmen, valet, housekeeping, hosts, waiters, bartenders, cooks, busboys, gardening, retail, engineering, accounting, marketing, and management. Many of these positions provide steady jobs, substantial earnings and professional careers.

Presuming a residential property already has a pool service, landscaper and occasional handyman before it starts operating as an STR, the only increase in employment as an STR is for housekeeping. Housekeepers typically clean 15-20 hotel rooms per day, but an STR also has a kitchen and living room to clean, so let's say they can clean 8 bedrooms per day, or two 4 bedroom houses a day. House cleaning services also quote about 4 hours to clean a 4 bedroom home.

The average length of stay at an STR is 4.3 days, but let's say its 3.5 days so there are two cleanings per week. Two cleanings is one full day of employment per week for a housekeeper, which is 1/5th or 0.2 of a full time job.

So a 4 bedroom STR creates only 0.2 jobs in housekeeping while 4 rooms in a legitimate hotel create 2 to 8 full time jobs. And the STR housekeeper probably has a "gig" job with low earnings, no benefits and little stability.

Compared to legitimate hotels, **EVERY BEDROOM IN AN STR KILLS ABOUT 1 HOSPITALITY JOB IN ARIZONA**, along with the income taxes, housing demand, multiplier effect and long term growth that goes along with each job.

STRs KILL JOBS AND DESTROY NEIGHBORHOODS. FIX 1350!!

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Airbnb and Neighborhood Crime: The Incursion of Tourists or the Erosion of Local Social Dynamics?

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ABSTRACT

The proliferation of internet-based home-sharing platforms like Airbnb has raised heated debates, with many in the general public believing that the presence of Airbnb can lead to an increase in crime and disorder in residential neighborhoods. Despite the importance of this debate to residents, policymakers, and other stakeholders, few studies have examined the causal linkage between Airbnb and crime in neighborhoods. We conduct the first such empirical test in Boston neighborhoods, focusing on two potential mechanisms: (1) the inflow of tourists might generate or attract crime; and (2) the creation of transient properties undermines local social dynamics. Corresponding to these mechanisms, we examine whether the number of tourists (approximated with reviews) or the prevalence of listings predict more incidents of private conflict, social disorder, and violence both concurrently and in the following year. We find evidence that increases in Airbnb listings–but not reviews–led to more violence in neighborhoods in later years. This supports the notion that the prevalence of Airbnb listings erodes the natural ability of a neighborhood to prevent crime, but does not support the interpretation that elevated numbers of tourists bring crime with them.

Introduction

The expansion of internet-based short-term rental platforms like Airbnb has raised heated debates in recent years. Airbnb enables travelers and visitors to stay in idle private residential properties as an alternative to hotels. Consequently, it creates an inflow of tourists into residential neighborhoods without hotels where they were previously unlikely to go, potentially causing undesirable impacts (aka negative externalities) for these neighborhoods[1]. One of the concerns held by many in the general public is that the presence of Airbnbs can lead to an increase in crime and disorder in a neighborhood. In the past few years, a variety of media reports have covered the disruptions and instabilities associated with Airbnb in residential neighborhoods. For example, an article in 2016 in the New York Times reported that residents in New Orleans were distraught at Airbnb guests' disruptive behaviors[2]. The story resulted in a city-wide request for stricter regulations on home-sharing activities. Another article from Splinter News told a broader story of how sharing economy platforms like Uber and Airbnb are exploited by criminals[3]. Similar concerns have even given rise to websites like AirbnbHell.com, which documents the dangers of using Airbnb services. However, despite a number of media claims and anecdotal evidence, few studies have examined the causal linkage between Airbnb and crime in neighborhoods, and those that have have done so largely descriptively[4]. Thus, there remains a need for a robust empirical test of this relationship that can inform residents, policy makers, and other stakeholders.

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Short-Term Rentals and Crime: Two Potential Mechanisms

Most of the discussions about Airbnb and crime in neighborhoods rest on the logic that tourists might bring such issues, a relationship that has been investigated more generally by researchers in both criminology and tourism. Often, this relationship is framed in terms of routine activities theory[5], in which a crime is understood as requiring three minimal elements: a motivated offender, a suitable target, and the lack of a guardian. There are three hypotheses that arise from this framing. Ryan (1993) makes the case for two of these. One is that tourists make for suitable targets, either because they are known to have money on them or are more vulnerable when navigating an unfamiliar city. Second, he argues that because tourist locations are known to have many suitable targets, they attract more potential offenders, putting both tourists and residents at greater risk[6]. There is more evidence for the first of these two hypotheses, as at least three studies have found that tourists are more likely to be victimized than locals[7–13]. Third, some have noted that tourists might engage in criminal or disruptive behavior themselves. For example, Boivin and Felson (2018) found that urban neighborhoods with more visitors feature elevated rates of crime committed by visitors but no increase in crimes committed by locals[14]. Similarly, arguments against Airbnbs often hinge on the assumption that tourists might bring drunkenness or other unruly behavior with them. Such behaviors might be standard in downtown areas but out of place in residential neighborhoods where there are many Airbnbs.

We also note a second mechanism by which Airbnb might impact neighborhood crime, one that is less prevalent in public discussions. It draws off of the criminological concept of social organization–that is, neighborhoods whose residents know and trust each other and share common values are more able to establish and enforce social norms[15]. In turn, they tend to have lower levels of crime[16]. One of the main factors that inhibits a strong social organization is residential instability, because it is hard to develop relationships and establish norms if a sizable proportion of the population is transient[17]. It would stand to reason, then, that if a sufficient number of units throughout a community have been converted to short-term rentals–the most transient form of occupancy possible–it can undermine the social organization and its ability to discourage and prevent crime. A strong social organization is also associated with and able to support various dynamics and processes subsumed under the term 'social capital,' including trust, reciprocity, and social cooperation[18]. Further, researchers focusing more on this latter set of terminologies has repeatedly found that numerous manifestations of social capital are associated with lower incidence of crime[19,20]. Moreover, previous theoretical work by one of the co-authors have demonstrated an strong impact of community structure (measured by network modularity) on population level attributes such as cooperation, fairness and stability[21–24].

We then have two potential mechanisms by which Airbnb listings can lead to increased crime in a neighborhood–by bringing tourists who then perpetrate crime and disorder, or by creating transience that undermines local social dynamics that might in turn mitigate or prevent crime. It is important to note that these mechanisms are not mutually exclusive and could be operating simultaneously. That said, we note two analytic considerations that might disentangle their presence. The first consideration is temporal. If issues generated by the prevalence of Airbnb arise from the presence of tourists themselves, we would anticipate increases in Airbnb and crime to be nearly if not perfectly concurrent. In contrast, if an abundance of listings is undermining the social organization of the community and its natural ability to prevent and discourage crime, then there

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would be a more gradual erosion. In this case we would expect to see any effect of Airbnb on crime be lagged, increasing over time. The second consideration regards the way we measure the presence of Airbnb in a community. If tourists themselves are perpetrating crime and disorder, the focus should be on the quantity of tourists listings are bringing to the neighborhood, rather than the listings themselves. Alternatively, if the concern is transience, we will want to focus on the quantity of listings. We describe our measurement strategy for each in the next subsection.

Previous Evidence and the Current Study

Whether those staying in Airbnbs attract or perpetrate crime, or, alternatively, a large number of Airbnbs undermine the social organization of the community, it has become a common perception that the rise of Airbnb in a residential neighborhood will be accompanied by a rise in crime. This has only been examined by two empirical studies, though neither directly tests this causal claim. One study looking at the association only examined the correlation between crime and Airbnbs and did not control for other neighborhood characteristics nor the temporal relationship between the arrival of Airbnbs and shifts in the crime rate[4]. Another paper used policy implementations as a natural experiment, but analyzed only at the citywide scale[25].

Here we fill this gap in the literature by testing whether the presence of Airbnb leads to increases in crime across the neighborhoods of Boston, MA. As noted above, we use two measurement strategies to test the two hypotheses. First, we quantify the influx of Airbnb-related tourists by tabulating reviews for Airbnb listings in the neighborhood. This measure of *usage* is drawn from the work of[26]. Our second strategy focuses on the listings in a neighborhood, for which we employ two such measures. The more common measure in the literature is what we refer to as *density*, which is the number of listings divided by the total number of households. This, however, does not take into account the geographic distribution of these listings. To illustrate, consider two neighborhoods with the same number of households and the same number of Airbnb listings. In one, the listings are distributed throughout the neighborhood, in the other, they are concentrated in two condo buildings that have been effectively converted into unofficial hotels. It would seem likely that the former would have a more pernicious impact on the neighborhood's social networks by undermining relationships more broadly, whereas the impacts of the latter would be more contained at a handful of properties. Thus, we also adopt a measure we refer to as *penetration*, which is defined as the proportion of buildings in the neighborhood with Airbnb listings. This better captures how Airbnb listings are distributed through the community, potentially better capturing how likely they are to impact the social organization. As described above, an association between usage and crime would be evidence that tourists are generating or attracting crime and disorder themselves. Meanwhile, if penetration or density are predictive of crime and disorder and usage is not, there is a stronger case that an abundance of listings in a neighborhood are undermining the social organization.

We examine the relationships between the measures of Airbnb usage, penetration, and desnity and three types of social disorder and crime: public social disorder (e.g., drunkenness, loitering), private conflict (e.g., landlord-tenant disputes, vandalism), and violence (e.g., fights), all per 1,000 persons in a neighborhood. This allows us to examine in a nuanced way the nature of the impact that Airbnb might have on neighborhoods. We use fixed effects models to conduct these analyses, comparing the relationships between these variables from 2011-2017, as Airbnb went from a minor to more major factor

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in Boston neighborhoods. As noted above, the two mechanisms by which Airbnb might impact neighborhoods–either the tourists generating or attracting crime themselves, or the prevalence of listings eroding the social organization–would operate on different time scales. If the presence of tourists is responsible for crime, we would anticipate the impacts to occur in the same year as the increase of usage. The erosion of the social organization would take more time to result in elevated crime, lagging increases in listings by one or more years. Thus, we run the fixed effects models with the Airbnb measures as measured concurrently with the crime outcome measures, with a one-year lag between the Airbnb measures and crime and disorder, and then with a two-year lag. Importantly, this work adds a rigorous empirical perspective to the ongoing debate regarding the negative externalities of short-term rental platforms such as Airbnb.

Results

Descriptive Analyses

Before testing our main question, it is useful to examine the growth and distribution of Airbnb activities in Boston. As depicted in Figure 1, Airbnb had limited presence in Boston at first, with a negligible number of listings and reviews before 2014. There was rapid growth, however, between 2014 and 2018, over which time the number of listings more than doubled from 2,558 to 6,014. There were also nearly 80,000 total reviews by 2018. That is not to say, however, that this growth was uniform across neighborhoods. Certain census tracts were the first to have a measurable presence of Airbnb and then proceeded to have high levels of Airbnb listings. Figure 2 shows how Airbnb services increased from 2010 to 2018 and across census tracts in Boston. We focus on two main measures to capture Airbnb activities: penetration, or the proportion of buildings with at least one listing; and usage, or the number of reviews per housing unit in the neighborhood. As indicated in Figure 2a, by 2018, the tracts with the highest penetration of Airbnb had listings in as many as 40% of buildings. Likewise, the neighborhoods with the highest level of usage had as many as one review per housing unit. In contrast, in many other tracts the presence of Airbnb was limited or even absent throughout the study period. Meanwhile a handful of tracts started with very low Airbnb presence and then witnessed rapid growth of Airbnb-related activities.

Figure 3 maps the spatial distributions of the three measures of Airbnb supply over time. For Airbnb density (Figure 3a), we see that census tracts in the urban center (northeast on the map) show relatively high Airbnb presence from the beginning, but that in recent years the tracts with the highest level of Airbnb penetration emanate further out into surrounding, more residential neighborhoods.

The Concurrent and Lagged Impacts of Airbnb on Crime

We use difference-in-difference models to test whether a rise in the prevalence of Airbnb in a census tract in one year predicts increases in crime and disorder in the following year. We focus on two ways in which Airbnb can impact a neighborhood. The first is through two measures of the quantity of listings in a neighborhood: the penetration of Airbnb, measured as the proportion of buildings with at least one listing; and the density of Airbnb, or the ratio of listings to total households. We believe the latter is the stronger mesure for our purposes (see Introduction for more), but include both as a check. The second

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strategy is to capture the amount of tourists brought in by listings via the measurement of usage, or the ratio of user reviews to households. The model outcomes include three measures of crime and disorder: private conflict between people who live together, like landlord-tenant disputes; public social disorder, like drunkenness and noise complaints; and public violence, including fights (see Methods). The models control for tract-level and year fixed effects.

We begin by testing the relationship between Airbnb prevalence and crime in the same year (See Table XX). We see only one significant effect, which is Airbnb penetration predicting higher levels of violent crime ($\beta = 0.328$, $p < 0.05$). Otherwise, density and usage were not associated with any forms of crime, nor were social disorder or private conflict associated with any of the Airbnb measures.

We then compare these results to models that test the relationship between Airbnb measures from the previous year on crime (i.e., one-year lags). In these models, neighborhoods with a higher level of Airbnb penetration saw rises in violent crime in the following year ($\beta = 0.546$, $p < 0.0001$), and notably to a greater extent than the concurrent measure of penetration. There was still no corresponding effect on public social disorder or private conflict, however. Airbnb density in the previous year was also associated with higher levels of violent crime, albeit at a lower significance, and thus magnitude, relative to penetration (($\beta = 1.407$, $p < 0.05$). Airbnb usage had no effect on any of the three measures in the following year(see Table 1).

Extended Longitudinal Effects and Robustness Checks

If the increase in crime rate is driven by changes in social organization, we expect to see the effect to persists and possibly strengthen over a more extended period of time. To confirm this,we repeated the previous analysis, this time with a two-year lag on independent variables.

Results of the two-year lagged analysis are in general agreement with those with one-year lag in terms of the impact of Airbnb penetration on events of violence. Moreover, Airbnb penetration not only predicted increased violence at this time scale, but also showed a moderate impact on events of private conflict ($\beta = 0.097$, $p < 0.05$), an effect that was not present in the one-year lagged analysis. The effects of Airbnb usage and density also concurred with the one-year lagged analysis.

In addition, the intent here has been to test whether Airbnb activity in a neighborhood impacts crime, but there are two alternative interpretations to our results that need to be considered. The first is that the reverse effect–that crime leads to Airbnb listings, possibly by deterring property owners from renting long-term or living there themselves–could be true. To assess this, we reran our models with the Airbnb measures from one and two years after the year of the crime measures (full models reported in the SI). The one-year lead model still had the single effect of Airbnb penetration on violence, though attenuated relative. This is not entirely surprising given the collinearity between variables shifted by one year. But the two-year lead model saw no significant effects. These results are consistent with an interpretation of Airbnb impacting crime and not the reverse.

A second concern could be the effects of unmeasured variables. Though the DiD models control for the initial conditions of neighborhoods, they do not necessarily control for trends in these variables that parallel the increases in both Airbnb and crime. For example, there is some evidence that gentrifying neighborhoods experience increases in certain types of crime[27], and Airbnb has also been associated with gentrification[28]. We reran the models incorporating shifts in four demographic factors–percentage

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Black residents, percentage Hispanic residents, median income, and homeownership rate–that are associated with crime or Airbnb. We did this by assigning indicators from American Community Survey's five-year estimates for 2009-2013 to data for 2011-2013, and estimates for 2014-2018 to data for 2014-2017. This is consistent with guidance to not include overlapping estimates in a single analysis[29]. These models did not impact any of the significant effects from the original set of models, indicating our findings were robust to shifts in demographics.

Discussion

This study tested the hypothesis that the arrival and growth of Airbnb, or home-sharing platforms in general, may increase crime and disorder in neighborhoods, focusing specifically on private conflict, public social disorder, and violence. We find that the answer is rather nuanced. Airbnb prevalence in a neighborhood appears to be associated with increases in violence, but not with public social disorder or private conflict. Interestingly, the effect on violence was only consistent visible for the measure of Airbnb penetration–or the extent to which buildings in the neighborhood have one or more listings (and for the measure of density, or the listings per household in the two-year lags). It was never present for overall usage, or the estimated quantity of Airbnb guests. Further, the effect of penetration on violence appears to emerge and strengthen over multiple years.

The specific findings suggest that Airbnb's impacts on crime are not a consequence of attracting tourists themselves. Instead, the results point to the possibility that the large-scale conversion of housing units into short-term rentals undermines a neighborhood's social organization, and in turn its natural ability of a neighborhood to counteract and discourage crime, specifically violent crime. Further, the lagged effects suggest a long-term erosion of the social organization, which would stand in contrast to the more immediate impacts that the presence of tourists would be expected to have. We of course have not directly tested whether social organization is indeed the intervening variable, but it seems clear that the issue is not the tourists themselves but something about how the extreme transience of a short-term rental unit fails to contribute to critical neighborhood social dynamics. We do note that the effects were exclusively on public violence, apart from penetration predicting higher private conflict in the two-year lag. This might be for a few reasons. First, social organization is often argued to be particularly important for managing behaviors in public spaces relative to private ones[17]. In addition, public social disorder as measured here, which includes public drunkenness, panhandling, and loitering, is heavily concentrated in Boston's commercial districts. Thus, such events may be unlikely in residential neighborhoods even with the erosion of social organization. The lack of effects on social disorder, especially drunkenness, might also be taken as additional evidence that tourists staying in Airbnb are not systematically bringing nuisnces to the neighborhood.

The results have important practical implications. To our knowledge, this paper is the first study to robustly test this particular externality of Airbnb at the neighborhood level. Airbnb-related crimes are viewed as a possible consequence of the home-sharing platform because the costs of these incidents are not addressed by the transactions between Airbnb hosts and guests. Instead, these costs are shouldered by increased expenditures for law enforcement and disturbances to neighbors. It is striking to see that the issue is not the visitors themselves but the conversion of units into short-term rentals. In a certain light,

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this is analogous to the effect of Airbnb on housing prices[30–33]. In the one case, Airbnb has removed material capital from the market, raising prices for renters; in the other, Airbnb removes social capital from the neighborhood in the form of stable households, weakening the associated community dynamics.

The apparent unimportance of the tourists themselves might come as something of a surprise given the conceptual and empirical support for the impacts of tourism on crime. It suggests multiple potential explanations. First, although Airbnb has seen notable growth, it might not bring a sufficient quantity of tourists to a neighborhood to have a sustained impact. If there are only a handful of tourists in a neighborhood, the opportunity might not be rich enough to attract predatory crime. Given that we do not expect that other cities have markedly higher Airbnb presence than Boston, we believe this interpretation is extensible to other locales. Second, Airbnb travelers may behave differently in "true" tourist areas than when in the residential neighborhood they are staying in. This could mean that they are less likely to be disorderly or to call attention to themselves as suitable targets.

We note two limitations to our research that call for future studies. First, we have tested this hypothesis in a single city, owing to the availability of both Airbnb listings and 911 dispatches for Boston. Future studies should replicate this analysis in other cities, especially those of different sizes or demographic makeup. Second, we examined a single, hypothesized negative externality of Airbnb. It does not on its own tell the whole story. Airbnb might have other impacts on neighborhoods–both good and bad. These other relationships require further empirical investigation. Currently, a number of papers have explored how urban planners and policy-makers could respond to potential externalities imposed by Airbnb on urban neighborhoods[34–36], and such efforts will be better informed as we better understand the multifaceted impacts Airbnb can have.

Data and Methods

Measuring Airbnb presence

To estimate the presence of Airbnb in a neighborhood, we obtained datasets from InsideAirbnb.com, an independent, non-commercial website that scrapes and publishes longitudinal Airbnb listings' records for cities across the world for the purpose of research. InsideAribnb.com has published these data annually since 2015, but Airbnb entered Boston in 2009. In order to overcome this limitation, we leveraged the "host since" field, which indicates the date a property became an Airbnb listing, to estimate which Airbnb listings were present in each year 2011-2014. Koster et al. (2018) took a similar approach using the date of a listing's first review, but we found that the "host since" variable more consistently had a value and would be more precise in any case. InsideAirbnb.com also publishes a separate dataset on the reviews received by each listing along with the listings data[37]. The reviews datasets have been used to estimate the amount of tourists brought by Airbnb services[26,38].

Following the practice of Horn & Merante (2017), we use census tracts to approximate neighborhoods (avg. population = 4,000; 168 with meaningful population in Boston). We then linked listings to the containing census tract, allowing us to calculate neighborhood-level measures of Airbnb's prevalence. Though listings are not necessarily geographically precise, InsideAirbnb.com indicates that listings are 0-450 feet from the actual address. Meanwhile, census tracts cover .5 mile radius, meaning that most listings should fall in the appropriate census tract.

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We use three measures to quantify the level of Airbnb presence in each tract. Specifically, these aim to operationalize the quantity of listings and the quantity of tourists they bring to the neighborhood. For listings, our primary measure *penetration* sought to capture how they were spatially distributed across the neighborhoods. It was calculated as the number of unique addresses with listings divided by the number of parcels (lots that contain one or more units, per the City of Boston's Assessing Department) in the census tract, thereby approximating the number of buildings with at least one Airbnb listing. This might be a more appropriate proxy, for instance, when Airbnb listings are many in a neighborhood but concentrated in one or two condo buildings, thus geographically constraining their overall impact. For robustness, we also measured *density*, or the ratio of Airbnb listings to housing units. This measurement has been widely adopted in previous studies on Airbnb[31,39]. The quantity of tourists attracted was operationalized as *usage*, calculated as the number of reviews divided by housing units in a census tract as recommended by Schild (2019)[26].

Using 911 call data to measure crime activity

We utilized three variables measuring crime and disorder developed by the Boston Area Research Initiative from 911 dispatches from 2011-2018. These measures were calculated as the rate per 1,000 residents of events falling into a pre-determined set of categories from the dispatches. They include: public social disorder, including intoxicated individuals, lewdness, and drunken disturbances; private conflict includes issues like landlord/tenant trouble, breaking and entering, and vandalism; and violence includes events like armed robberies, assaults, a person with knife, and fights.

Estimation strategies

The key research question we ask in this study is whether the proliferation of Airbnb in a neighborhood lead to higher level of crime events in that neighborhood. The panel data set we assembled at the census tract-level allows us to employ a generalized Difference-in-Difference (DID) design, Airbnb presence acting as a "treatment" predicting changes in crime in a neighborhood. The estimated equation is:

$$Y_{i,t} = \alpha + \gamma Airbnb_{i,t} + \delta Income_{i,t} + \eta_i + \beta_t + \varepsilon_{i,t} \quad (1)$$

where i represents the census tract, t represents the year. $Y_{i,t}$ is the crime level measured by the number of private conflict, social disorder, and violence events per 1,000 people, γ is the estimated causal effect of Airbnb presence. η and β are the tract and year fixed effects, respectively, capturing both time-invariant characteristics of tracts and spatially-invariant characteristics of years (for example, a city-wide increase in Airbnb prevalence or crime level). $Income_{i,t}$ is the control variable of median household income (drawn from the American Community Survey's five year estimations at the census tract-level, appropriate to the year in question).

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Acknowledgements

During this research, the authors were supported by the TIER 1: Seed Grant/Proof of Concept Program of Northeastern University

Competing interests

The authors declare no competing interests.

Additional information

Supplementary information is available for this paper at

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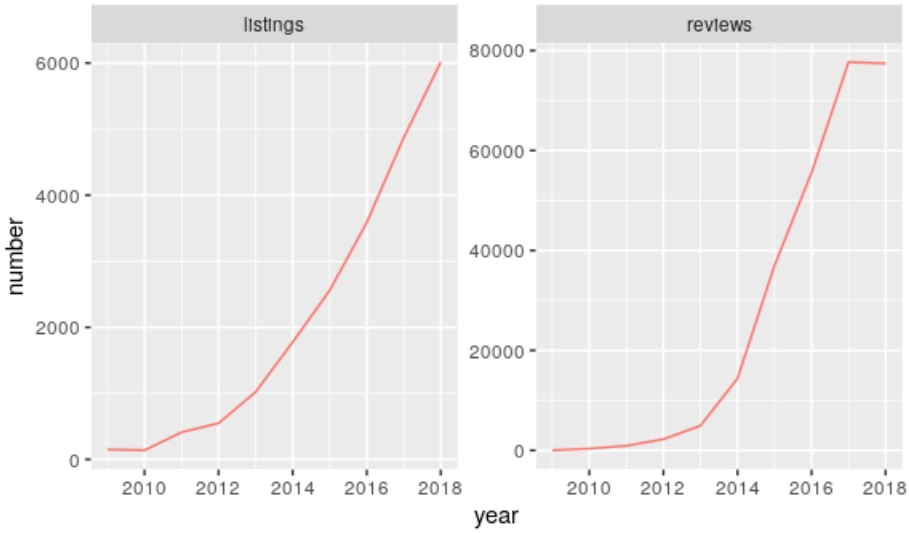


Figure 1. Airbnb's Expansion in Boston: 2009-2018

	Events of Private Conflict			Events of Social Disorder			Events of Violence		
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Airbnb Penetration (lag 1)	0.041			-0.115			0.546***		
	(0.039)			(0.118)			(0.133)		
Airbnb Density (lag 1)		-0.112			-0.426			1.407*	
		(0.227)			(0.293)			(0.614)	
Airbnb Usage (lag 1)			0.001			-0.011			0.037
			(0.009)			(0.016)			(0.021)
Tract FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Year FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Controls	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Observations	1004	1004	1004	1004	1004	1004	1004	1004	1004
F	0.62	0.16	0.04	0.8	1.32	0.79	8.7	2.69	1.56

Note: clustered standard errors are displayed in parenthesis. Control variable is median household income.
Significance levels: * p<0.05; ** p<0.01; *** p<0.001.

Table 1. One-year lagged independent variables

	Events of Private Conflict			Events of Social Disorder			Events of Violence		
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Airbnb Penetration (lag 2)	0.097*			-0.162			0.553***		
	(0.041)			(0.107)			(0.119)		
Airbnb Density (lag 2)		0.039			-0.884			1.167*	
		(0.215)			(0.472)			(0.529))	
Airbnb Usage (lag 2)			0.014			-0.036			0.037
			(0.013)			(0.029)			(0.027)
Tract FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Year FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Controls	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Observations	837	837	837	837	837	837	837	837	837
F	3.41	0.53	1.02	2.71	3.71	2.79	10.8	2.43	1.04

Note: clustered standard errors are displayed in parenthesis. Control variable is median household income.
Significance levels: * p<0.05; ** p<0.01; *** p<0.001.

Table 2. Two-year lagged independent variables

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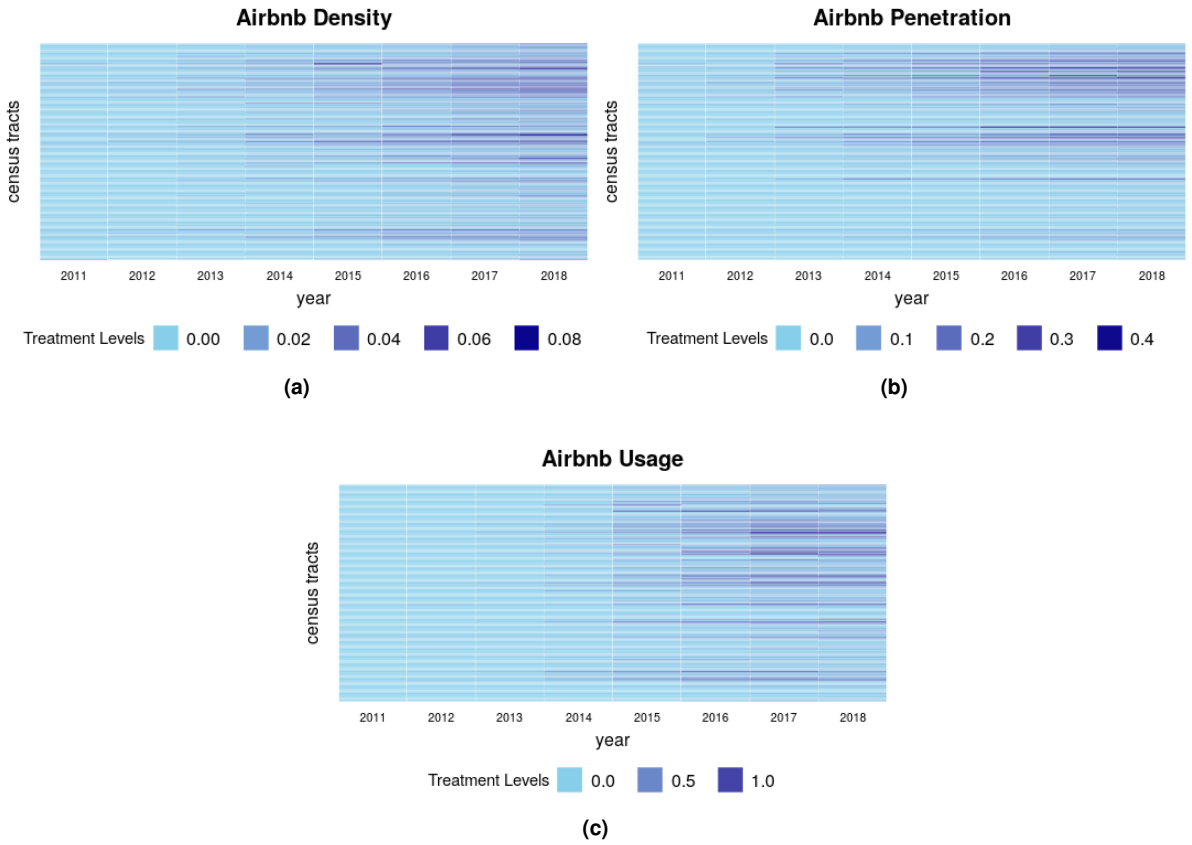


Figure 2. Airbnb's Presence in Boston. (a) Airbnb density, (b) Airbnb penetration, and (c) Airbnb usage. Each row represents a census tract from 2011 to 2018. The darker the color, the higher the Airbnb presence. Tracts are in the same position in each panel, meaning we can compare panels to confirm that most tracts with high level of presence on one measure scored similarly on the other measures.

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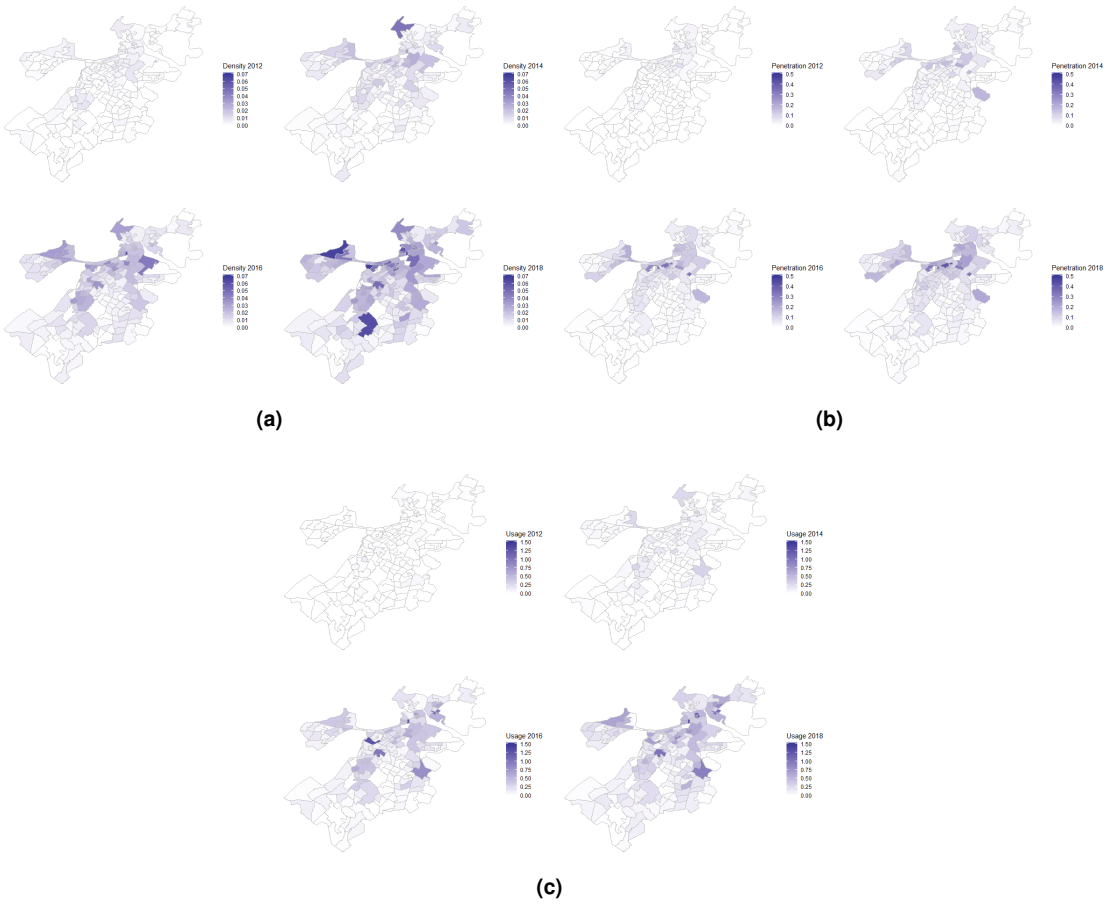


Figure 3. Spatial distributions of (a) Airbnb density, (b) Airbnb penetration, and (c) Airbnb usage in 2012, 2014, 2016, and 2018.

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Supplementary Information for the paper Airbnb and Neighborhood Crime: The Incursion of Tourists or the Erosion of Local Social Dynamics?

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A. Measures of Disorder and Violent Crime

Levels of disorder and crime were calculated from dispatches made by the City of Boston's 911 system. The system generates 700,000 dispatches annually, 91% of which could be referenced to an address or intersection that could be uniquely identified in the list of known locations maintained by the City of Boston (see section on Geographical Coordination of Data). Importantly, these locations are the location where services were required, not necessarily the location from which the request was made. All records contain the date and time the request was received as well as a "case type" drawn from a standardized list to categorize a request at the time of receipt according to the nature of the issue and the services required. Previous work with Boston's 911 archives used confirmatory factor analysis to develop groupings of case types that act as two indices of social disorder and one of violent crime. (O'Brien and Sampson 2015)[1]: public social disorder, such as panhandlers, drunks, and loud disturbances; private conflict arising from personal relationships (e.g., landlord-tenant conflicts); and public violence that did not involve a gun (e.g., fight); and prevalence of guns, as indicated by shootings or other incidents involving guns. Table S1 reports constituent case types for each index and their frequencies for 2011.

[1]The confirmatory factor analyses were based on counts of events of case types for census block groups, maximizing the extent to which case types included in a single category of events (e.g., private conflict) were co-incident at this level of geography.

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Public Violence		Public Social Disorder		Private Conflict	
Case Type	Count (2011)	Case Type	Count (2011)	Case Type	Count (2011)
Assault and battery in progress	2181	Intoxication: individual	975	Breaking and entering in progress	1426
Assault and battery report	1565	Drunks causing disturbance	759	Landlord/tenant trouble	667
Armed robbery	350	Panhandler	573	Vandalism report	3502
Emotionally disturbed person: violent or injured	5896	Sex offense/lewd behavior	657	Violation of restraining order	972
Fight	4623	Vandalism in progress	657		
Person with knife	687				

B. Geographic Coordination of Data

The City of Boston's Street and Address Management (SAM) system and Tax Assessor track all properties (i.e., the smallest ownable unit) and land parcels (i.e., geographically-bounded lots that contain one or more properties). SAM also contains a list of street intersections. It is worth noting that this includes all addresses, even if there is no building present (e.g., residential parking lot). Together these form the basis of the Boston Area Research Initiative's Geographical Infrastructure for Boston (GI; O'Brien et al. 2019), which condenses them slightly by combining distinct land parcels with the same postal address that are sufficiently close to each other to be impossible to differentiate. These land parcels are then mapped to U.S. Census TIGER line street segments (i.e., the undivided length of street between two intersections or an intersection and a dead end) and nested within census geographies. This infrastructure if the basis for all analyses in the paper. 911 dispatches typically reference "addresses," which are most consistent with land parcels. They were immediately geocoded to a location in the SAM system by municipal servers until June 2014, which were then directly incorporated into the GI. After that time, a new system was introduced and the coordinates of the 911 calls were projected into latitude and longitude. These were then spatially joined to the nearest land parcel in the GI. Neighborhood measures were than calculated by tabulating the number of social disorder and crime events occurring in each category at each parcel and intersection within a given census tract, divided by the total population in thousands (thereby calculating a rate per 1,000 residents). Airbnb listings come with a "fuzzed" latitude and longitude in the vicinity of the precise address of the listing. InsideAirbnb.com, the organization that scrapes and shares the listings publicly, indicates that the fuzzed coordinates are 0-450 ft. from the actual address. We spatially joined these points to the containing census tract and to the nearest land parcel in the GI and use them to calculate all three measures of Airbnb prevalence in a neighborhood: usage, or the number of reviews of listings in a census tract; density, or the number of listings in a tract divided by the total number of households; and penetration, or the proportion of parcels with at least on listing. We recognize that Airbnb's fuzzing process introduces error into each of these measures. For usage and density, these errors are probably rather low as most census tracts cover a space with approximate radius of 0.5 miles (2,500 feet), meaning the vast majority of listings will fall in

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the correct census tract. For penetration, the assumption that parcels are accurate is a bit more vulnerable. That said, our primary goal here is to capture whether the listings in a given census tract are geographically concentrated in one or two areas versus distributed throughout. As such, this is the best proxy available of penetration throughout the neighborhood as differentiated from density, which can be geographically concentrated as traditionally calculated.

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C. Same Year Analysis

	Events of Private Conflict	Events of Social Disorder	Events of Violence
Airbnb Density (%)	-0.207	0.080	1.226
	(0.207)	(0.285)	(0.621)
Tract FE	Yes	Yes	Yes
Year FE	Yes	Yes	Yes
Controls	Yes	Yes	Yes
Observations	1171	1171	1171
R^2	0.846	0.850	0.913
F	0.88	1.20	2.17

Note: clustered standard errors are displayed in parenthesis. Control variable is median household income. Significance levels: * p<0.05; ** p<0.01; *** p<0.001.

Table 1: Fixed Effects Regressions on Social Disorder and Crime

	Events of Private Conflict	Events of Social Disorder	Events of Violence
Airbnb Penetration (%)	0.005	-0.004	0.328*
	(0.035)	(0.073)	(0.133)
Tract FE	Yes	Yes	Yes
Year FE	Yes	Yes	Yes
Controls	Yes	Yes	Yes
Observations	1171	1171	1171
R^2	0.846	0.850	0.914
F	0.36	0.97	3.13

Note: clustered standard errors are displayed in parenthesis. Control variable is median household income. Significance levels: * p<0.05; ** p<0.01; *** p<0.001.

Table 2: Fixed Effects Regressions (Airbnb penetration)

	Events of Private Conflict	Events of Social Disorder	Events of Violence
Airbnb Usage (%)	0.000	-0.004	0.025
	(0.008)	(0.011)	(0.021)
Tract FE	Yes	Yes	Yes
Year FE	Yes	Yes	Yes
Controls	Yes	Yes	Yes
Observations	1171	1171	1171
R^2	0.846	0.85	0.912
F	0.36	0.93	0.77

Note: clustered standard errors are displayed in parenthesis. Control variable is median household income. Significance levels: * p<0.05; ** p<0.01; *** p<0.001.

Table 3: Fixed Effects Regressions (Airbnb usage)

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Fun Facts About STRs and WHRs

FUN FACTS ABOUT STRs and WHRs:

– In Scottsdale, STRs are 211 times more likely to have a Nuisance Party / Unruly Gathering violation than an actual resident.

– Only 16% of STRs in Scottsdale are registered as required.

CORPORATE CONSOLIDATION:

– 1/3 of all Airbnb "Whole House" listings are by hosts with a single property. 1/3 are listings by hosts with 2 to 24 properties. And **1/3 are listings by hosts with 25 or more properties.** (WSJ 4/28/20).

– In Scottsdale 65% of Airbnb listings have owner / operators with 4 or more properties. ("Experience Scottsdale" and Scottsdale Planning Dept.)

– In Phoenix 62% of all registered STRs have multi-unit operators, 61% are from out of state, and 44% are both multi-unit and out of state operators. The top 3 operators have 65 units (Stay Alfred, Inc.), 32 units (Sonder) and 20 units (KLIS). (Phoenix Planning Dept. Registry of STRs)

****** Short Term Rentals aren't about "Mom & Pop" Home Sharing – They're about corporate investment groups invading residential neighborhoods. ******

GROWTH:

– Airbnb revenues from “Whole House Rentals” (WHRs) grew 76% in the past year. (Airbnb Statistics 2020)

****** There are already more STR bedrooms in Scottsdale than legitimate hotel rooms (about 12,000 STR bedrooms v. about 8,000 hotel rooms). ******

TRENDS

- 60% of Airbnb listings offer “Instant Booking” with only a click. **** This eliminates any contact and vetting between guest and host before booking. Combined with “Self Check In” (using keypad locks) and no on-site staff there is no face to face screening of transients coming into Arizona neighborhoods. Great for operators, great for guests, a recipe for disaster for neighbors.

- Airbnb is now heavily promoting “Airbnb +” which provides an upscale, standardized, “branded” product to compete directly with “branded” hotels. Another clear indication that Airbnb is no longer about Home Sharing but about commercial investment groups invading residential areas.

- Nuisance complaints involving STRs are up 114% in 2020 vs 2019 in Paradise Valley (FOIA request from PV)

STRs BENEFIT CORPORATE INVESTORS AND DESTROY NEIGHBORHOODS – FIX 1350!

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Residents vs Transients

It really comes down to the obvious fact that the behavior of 3 families away for a weekend vacation in an STR has no relation to the behavior of a single family that has lived in the house for years.

Residents are committed to the area, known to their neighbors and accountable for their actions.

Transients are “just passing through”, anonymous and unaccountable.

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Home Sharing vs Short Term Rental (STR)

HOME SHARING vs SHORT TERM RENTALS

Home Sharing is when the actual resident of a residential property offers it for lodging to paying guests. After all, if it's not your actual home it's not sharing, it's just an investment property. Home Sharing is often a "Mom & Pop" situation that offers spare rooms in a home while the resident is present, or the "whole house" for less than 183 days per year (otherwise it would not be the actual residence of the operator).

We support Home Sharing as it provides "supplemental income" to the resident and has a minor impact on the surrounding area since:

- There is an actual resident associated with the property;
- The resident is actually present in the home to supervise guests, or;
- The resident is fairly particular about guests as they will be staying in their actual home,
- The resident is unlikely to "pack the house" with a large number of guests, and;
- The rental activity is offered on a part-time or occasional basis to guests.

Online platforms (Airbnb, VRBO, etc) like to emphasize the "Mom & Pop" aspects of Home Sharing as a shield against complaints about absentee and corporate investors operating STRs. **However, in several Arizona communities less than 10% of listings are true Home Sharing and over 90% are investor owned or "whole house rentals"!! It's not "Mom & Pop" anymore, it's about corporate investors invading residential neighborhoods.**

Short Term Rentals (STRs), Vacation Rental Properties (VRPs) or Whole House Rentals (WHRs) are typically:

- Operated on a commercial basis for investment returns
- Owned by absentee investors
- Offered for rent full time throughout the year
- Rented for less than 30 consecutive days – by definition in Arizona this makes them "transient lodging" not residential
- Often managed by third parties
- Often abuse the "unlimited occupancy" provided by SB 1350 with large numbers of guests
- Often part of a "mini-chain" of multiple properties owned or managed by the same investor. 1/3 of all listings are for operators with 25 units or more!
- Not a true residence to anyone, not a true neighbor to anyone – but located in residential neighborhoods
- More than 80% of Airbnb revenues (not Home Sharing)
- More than 90% of listings in several Arizona communities

STRs are popular with guests and profitable for investors. However, they are clearly engaged in the commercial activity of providing transient lodging, belong in commercially zoned areas and should meet the same commercial codes and standards as other hotels.

SOME OF THE EFFECTS OF STRs on the NEIGHBORHOOD

STRs belong in commercial areas, NOT residential areas because:

STRs are worse than having a hotel next door since there is NO occupancy limit and NO on-site management or staff to monitor and control the behavior, noise, parking or other safety and nuisance issues of their transient guests.

The revolving door of complete strangers, unsupervised transients coming and going at all hours is totally at odds with the settled nature of a residential neighborhood. Residents must remain on guard and on edge about the transients' behavior, dreading what the next unknown group of strangers might bring to the area.

STRs degrade residential neighborhoods while the benefits go to investors and guests. Guests get to “live like a local” as the constant flow of transients ruins the local character of the area. STRs are cheaper than hotels and guests cook at home, so transients save money instead of supporting the community.

Investors make above average returns by charging rates that compete with hotels while having much lower costs for staff, overhead and operating expenses. Investors make big returns while the neighborhood endures noise, nuisance, anxiety and red cups in their front yard. STRs are like polluters, making big money while poisoning the environment.

HOME SHARING IS COMPATIBLE WITH RESIDENTIAL NEIGHBORHOODS.

STRs ARE COMMERCIAL OPERATIONS THAT BELONG IN COMMERCIAL AREAS.

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Fix SB 1350

Scottsdale STR Working Group Info

Scottsdale has formed a “Working Group” on STRs to make recommendations to the City Manager, Mayor and City Council on how to manage the impacts of STRs. Since there was no solution to the STR problem at the State Legislature this session it’s extremely important that you participate and push for change at the local level to address the many problems and issues with STRs in your community.

Learn more about the Group and see their agendas at: **SCOTTSDALE STR WORKING GROUP INFO**

Send them comments about your experiences and recommendations for STRs at: **STR PUBLIC COMMENTS**

==========

Drunk Strangers at Your Door at 2:33 AM

This 30 second video will convince anyone that STRs are a nuisance and a threat that should be banned from residential areas. Why should anyone have to endure this garbage at their front door? IS YOUR HOUSE – OR YOUR MOM’s HOUSE – NEXT?? Shouldn’t our legislators be protecting us from this instead of putting Airbnb profits ahead of residents’ safety??



==========

Appalling Airbnb Statistics for Scottsdale

New numbers from Scottsdale Police Department and City administration prove how bad STRs are for neighborhoods, Cities and Arizona:

- Only 16% of Active STRs are registered as required in Scottsdale – This just proves the vast majority of STR operators are shady scofflaws – bad apples – looking to make a quick buck by strip mining our neighborhoods and putting the safety of our families at risk.
- 90% of Nuisance Party and Unruly Gathering violations are from STRs – 90%!! –
- Since there are only 5,000 STRs and about 120,000 non-STR households it means **STRs are 211 TIMES MORE LIKELY to have a Nuisance Party violation than an actual resident.** How can this possibly be good for Arizona's residents and communities? For a cleaner, safer, quieter neighborhood GET RID OF STRs!!

There are now more STR bedrooms than hotel rooms in Scottsdale. Does anybody think it makes sense to get rid of occupancy limits or fire safety requirements or on-site management or prohibit audits at hotels? Of course not! So why do we let STRs, which are now bigger than hotels get away with these blatant rip-offs?!?! Enough with people being driven from their homes of 30 years, of having to stay in a hotel or sleep in their garage because of the noise – **ENOUGH WITH OUT OF CONTROL STRs RUINING THE "QUIET ENJOYMENT" OF OUR HOMES, OUR QUALITY OF LIFE AND OUR NEIGHBORHOODS.**

==========

Airbnb's Arrogance gets Slapped Down by AZ Legislature!

Airbnb's SB 1379 sponsored by Senator Mesnard went down in flames in the House vote. Why? – Because legislators saw how toothless this self-serving "industry bill" was – Because Airbnb refused to engage with the League of Cities and Towns – Because Airbnb's business model of simply telling Arizona what to do is broken – **BECAUSE LEGISLATORS KNOW AIRBNBS ARE CAUSING MASSIVE PROBLEMS ACROSS THE STATE THAT NEED REAL SOLUTIONS INSTEAD OF MORE PANDERING TO AN INDUSTRY THAT CAN'T BE TRUSTED –**

==========

Airbnbs are "A Pig in the Parlor"

Zoning Regulations to protect communities from nuisance uses were ruled Constitutional almost 100 years ago. "A nuisance may be merely a right thing in the wrong place, like a pig in a parlor instead of the barnyard." Transient Lodging, especially investor owned STRs with no on-site management is obviously commercial activity that is incompatible with residential areas – a "right thing in the wrong place". See more from **Euclid v. Ambler**

The STR industry and their lobbyists claim **"Property Rights"** allow them to use their property any way they want. But property rights stop at the property line, while the noise, parking problems, traffic, trash, random strangers and nuisance behaviors that affect the larger community on a daily basis do not. Local Zoning was established and ruled Constitutional precisely to protect communities from these "pigs in the parlor". Arizona desperately needs to reinstate Local Zoning to **RESTORE THE RIGHTS OF RESIDENTS TO THE "QUIET ENJOYMENT" OF THEIR HOMES** – the "Property Rights" that Airbnb, Ducey and SB 1350 destroyed.

==========

The Pollack Report On STRs – "Arizona's Recipe for Disaster"

"In Arizona this problem is at the most extreme" – Get the full report by clicking

ARIZONA'S RECIPE FOR DISASTER

The "Airbnb Bill" was passed without any economic impact study or analysis of any kind. Finally there is a thoughtful review of what STRs are actually doing to our neighborhoods, employment and tax base. Huge benefits for a few investors, a disaster for everyone else.

==========

33 Mayors Representing over half the State Urge Reform!

Are you listening Airbnb? Are you listening Gov. Ducey? When 33 Mayors including many of Arizona's largest Cities and Towns band together because of the disruptions and harm STRs bring to their communities, maybe it's time to pay attention and come up with real solutions to real problems. Click below to see the letter these mayors sent to Airbnb and VRBO, and a video highlighting the nuisances and threats to safety STRs bring to neighborhoods that used to be quiet and safe .

Click to read Letter from 33 Mayors

Click to see Mayors' Video

The Problem with Short Term Rentals in AZ

Arizona State Law 1350 gave Short Term Rentals, like Airbnb and VRBO a "sweetheart" deal

that stripped away local zoning, prohibited regulations, allowed unlimited occupancy, gave away tax breaks and a bunch of other "goodies" to the STR Industry. The result is overcrowded, unstaffed, unregulated "STR motels" taking over Single Family Residential neighborhoods with nuisance properties. It's like having a combination of "Animal House" and Motel 6 next door instead of an actual neighbor.

The Solution for STRs in AZ

The State Legislature needs to pass corrective legislation with **Common Sense provisions that protect Arizona residents** instead of Silicon Valley Billionaires, including:

RETURN OF LOCAL ZONING – The State stripped away local zoning and forced commercial STRs into residential areas. Communities should once again be able to determine their own zoning according to their own needs and standards and set their own fees and penalties.

OCCUPANCY LIMITS – Allowing overcrowded STRs with no occupancy limit is simply reckless and the greatest source of nuisance behaviors. 99% of all U.S. families have 6 or fewer members. If STRs are in Single Family Areas they should meet Single Family norms with a maximum of 6 people. Otherwise high occupancy STRs belong in commercial areas.

REQUIRE REGISTRATION and VERIFY LISTINGS – "Non Compliance Rates" for STRs are 40 to 80% in many areas. These unregistered, unlicensed "pirate properties" increase nuisance and decrease tax collections. Online Platforms like Airbnb are already set up to verify that listings are legitimate before taking any bookings, and they already do this in dozens of jurisdictions. **Arizona should absolutely require the platforms to verify listings** instead of enabling illegal properties and shady operators in our neighborhoods.

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Airbnb and Neighborhood Crime – Northeastern University Study

"Increases in Airbnb listings led to more violence in neighborhoods" – "Airbnb listings erode the natural ability of a neighborhood to prevent crime" See the full study: **AIRBNB AND NEIGHBORHOOD CRIME**

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WHAT?? NO!!

Now Party House STRs are bringing **PARTY BUSES** too! If this happened next to Gov. Ducey's house you can bet we'd have regulations on STRs real quick – But he lives in a protected HOA that doesn't allow STRs.

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This kind of Host ruins it for everyone

"Why I have a Party Airbnb"

"Now that I have those Big Old Parties I bring in an extra $2,000 to 3,000 a month!" (at 1:58) "If you want to have a massive rager, sure go ahead!" (at 2:53) Great – so this guy makes big money while the neighbors pay the price – what a grotesque situation – Looks like an instructional video on how to ruin neighborhoods even faster. This guy is from Dallas, but with unlimited STR occupancy 1350 allows "Massive Ragers" in Arizona anytime, anywhere, and nothing can be done about it until 1350 is fixed.

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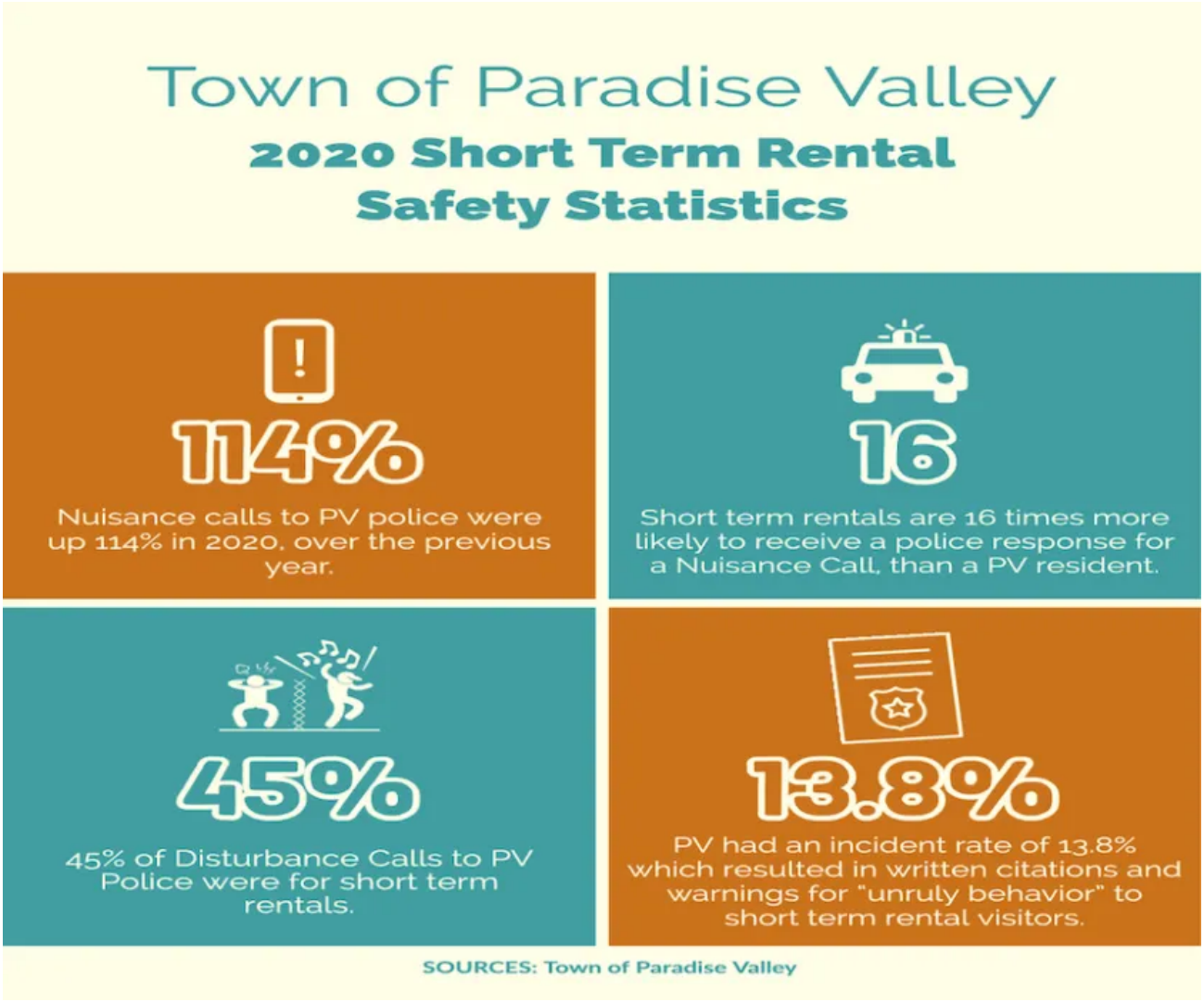
Ugly Facts about Short Term Rentals:

STRs CRUSH TAX REVENUE – STR room rates are less than half the rate for legitimate hotel rooms, so tax revenues are cut in half too – **Arizona loses money with every STR.**

SCOTTSDALE HAS MORE STR ROOMS THAN HOTEL ROOMS. Statewide there are 70% as many STR rooms as legitimate hotel rooms.

THE RICH GET RICHER – STRs make about 3x as much as long term rentals and the vast majority are investor owned (NOT Mom & Pop!) – So investors make HUGE returns while

ruining neighborhoods and crushing the affordability and availability of housing for Arizona residents.



READ: RECENT ARTICLES ON STRs

Wall St Journal – **"Airbnb Posts Steep Losses After Going Public"** – 2-26-21 – **Comments**

Wall St Journal – **"For These Retirees STR Bans Aren't Just a Perk – They're a Must"** – 2-25-21 – **Comments**

NY Times – **"Airbnb Is Driving Hosts Elsewhere"** – 2-21-21

Wall St Journal – **"Airbnb's IPO Warning: Unhappy Neighbors Are Fighting Back"** – 12-9-20

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WATCH: VIDEOS ON SHORT TERM RENTALS IN ARIZONA

ABOUT STRs IN AZ

WHAT CAN I DO?

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STRs ARE HAZARDOUS TO YOUR HEALTH

Another out of control Short Term Rental Party House – When the guns came out there were 100 shots fired, 5 houses, 5 cars, 1 person hit. The area was a lovely residential cut-de-sac in Scottsdale. But Gov. Ducey's failed SB 1350 law brought in unregulated, unsupervised, unrestricted **Short Term Rentals that literally SHOT UP THE NEIGHBORHOOD**. Now decent residents fear for their lives while transient Short Term Renters continue to run wild and destroy neighborhoods. 1350 has turned family neighborhoods into **WAR ZONES**! THIS IS INSANE!! Why is this tolerated? THE SAFETY OF CITIZENS SHOULD COME BEFORE PROFITS OF AIRBNB INVESTORS!! **When will Ducey end the madness of 1350 and make neighborhoods safe for residents again?!?!?**

See Police Report

See Video 1 from CBS 5

See Video 2 from CBS 5

NEIGHBORS NOT NIGHTMARES FIX SB 1350!!

Take a look at our Facebook page too!

Go To Facebook Page

This website was established to connect and **support Arizona Residents** in our efforts to preserve Residential Neighborhoods and protect them from the Invasion of Investor Owned, commercial hotels with absentee management known as Short Term Rentals (STRs), like **Airbnb, VRBO, Homeaway and others**.

Neighborhoods are for ***neighbors living in homes***, not transient strangers using unstaffed motels.

We just want quiet, safe neighborhoods again, along with the **zoning** we relied on when we bought or rented our homes.

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CONTACT YOUR LEGISLATORS!!

If you have complaints about Short Term Rentals (Airbnb, VRBO, etc.) in your area, send them to: **GOV. DOUG DUCEY –** Email: Engage@az.gov Phone: 602 542 4331 Mail: 1700 W. Washington St, Phoenix, AZ 85007

YOUR STATE LEGISLATORS:

Find Your District

Find Your Legislator

These are the people responsible for uncontrolled Short Term Rentals in Arizona. **THEY ARE THE ONLY ONES THAT CAN FIX IT.** Send them a complaint each and every time you have a disturbance, nuisance, threat or have the "quiet enjoyment" of your home affected by an STR or their transient guests. Send a complaint **EACH AND EVERY TIME** you are disturbed until Gov. Ducey and your legislators get the message and **FIX** the mess they created with SB 1350.

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There is a crucial difference between Home Sharing and Short Term Rentals. True **Home Sharing** is an actual resident sharing their actual residence with paying guests. We support this as compatible with residential areas. However, **Short Term Rentals** that are owned and operated for purely investment purposes with no resident and absentee management are clearly, blatantly commercial lodging operations, businesses that simply don't belong in residential areas.

It is obvious and indisputable that short term **transient vacationers** have entirely different attitudes and behaviors than full time, permanent residents. Vacationers are looking for a

good time, **actual residents** have to get up and go to work in the morning. It's the difference between a "one night stand" and a committed relationship, which is why zoning laws have sensibly separated transients from residents for decades. The constant flow of "one night stands", overcrowded houses, parties, trash, noise, drugs and worse are a nuisance and a threat to Arizona residents in their own homes and neighborhoods.

WHO'S YOUR NEIGHBOR?

Click below to open the map and zoom in on STRs in your area. Click on the icon for address and owner info.

There are over 12,000 STRs in Maricopa County, we've only had time to log about 1,000 so far – So reality is **12 TIMES WORSE** than what's shown on the map.

Go to STR Map

Arizona is UNIQUE in the nation for having a STATE LAW, **SB 1350**, that stripped away long

established protections provided by local zoning and prohibits cities and towns from having rules and regulations that could deal with the nuisance of STRs. The state tore up the rules and left residents defenseless against the invasion of Short Term Rentals.

SB 1350 allows **UNLIMITED OCCUPANCY** in Short Term Rentals with no on-site management (100 people in a 3 bedroom house is perfectly legal!) and grants giant **tax loopholes** with immunity from audit for STR operators. SB 1350 also allows RV parks, homeless shelters and "rent by the hour" motels to open right next door to you, threatening your family's safety, sanity and security.

Registered **sex offenders** visiting from out of state don't have to inform Arizona authorities for 10 days. So SB 1350 opens the doors to **sexual predators** for anonymous short term stays at the Airbnb right next door to you and your family. With no notice, no on site supervision, no limit and no protection for you and your children. Shouldn't Governor Ducey and the state legislature be protecting Arizona families from sexual predators instead of inviting them into family neighborhoods? STRs don't belong in residential areas!

With no local zoning and no rules of course things are out of hand. As STRs proliferate uncontrolled, Party Houses are now turning into "Party Zones". One jurisdiction in Arizona had a 114% increase in complaints on STRs. **45% of Police Department responses now relate to Short Term Rentals.** Why should taxpayers foot the bill while Airbnb profits by bringing these nuisance STRs into our neighborhoods?

It's gotten so bad under SB 1350 that other groups are using Arizona as an example of **"what not to do"** – **CLICK HERE** to link to Barnstable Watch's excellent website. (They're on Cape Cod and facing a similar threat.)

Any net **tax benefit** from STRs is pure **fantasy**. SB 1350 was passed without an economic impact statement so it was just a wild, uninformed guess about what might happen. In reality, an actual resident pays more in taxes than an STR in the same home. Hotel room rates are about 3 times the rate per room for STRs, so **"bed taxes" are 3 times higher when visitors stay in hotels instead of STRs.** Hotels pay commercial property taxes which are almost twice the residential rate STRs pay. STR visitors are far more likely to eat and drink

at “home”, killing revenues for bars, restaurants and Arizona’s Food & Beverage taxes. STRs lower population counts, decreasing the number of taxpayers and **increasing the burden on actual residents.**

Arizona is clearly far better off on taxes, jobs and quality of life with actual residents in homes and visitors in hotels and resorts. **There is a clear economic benefit to banning STRs.**

So Ducey’s “signature bill” 1350 destroys neighborhoods, kills hospitality and crushes tourist tax revenues all at the same time! How is this good governance? How is this good for Arizona?

Contrary to what Airbnb would have you believe, **it’s not about Mom & Pop** making extra income anymore. The vast majority of listings are **multi-property investment groups** that are rapidly consolidating and invading residential areas. Of the 25,000 STR listings currently in Arizona we estimate that most are controlled by around 5,000 investors. Why does the state give special treatment to 5,000 investors while their STRs ruin the quality of life for 7 million residents? Isn’t this a total sellout to special interests at the expense of Arizona residents?

It’s not about “innovation” or “technology” – It’s about **trashing established zoning** to put investor owned commercial “transient lodging” businesses in residential areas. This wholesale re-zoning of the entire state was never put to a general vote or passed by referendum. Nobody WANTS an Airbnb next door. Airbnb with its BILLION$ in venture capital and army of lobbyists **stuffed this down our throats.**

This is a **NON-PARTISAN** issue affecting the quality of life for ALL Arizonans

Don’t let Arizona politicians put Silicon Valley Billionaires and corporate investors ahead of the rights and sanity of their CITIZENS!

REINSTATE LOCAL ZONING TO CONTROL THE NUISANCE AND THREAT OF SHORT TERM RENTALS!!

CONTACT YOUR LEGISLATORS AND GOV DUCEY TO FIX SB 1350!!

WE SUPPORT

TRUE "HOME SHARING" – That is, an actual resident sharing their actual home with paying guests. If it's not your home it's not sharing, it's an investment property. If there's no actual resident it's a business and belongs in a commercial area.

REINSTATING SINGLE FAMILY ZONING WITH LOCAL CONTROL – With SB 1350 the state legislature "pre-empted" local single family zoning and gave special treatment to STRs statewide. One size does not fit all. Local communities should be able to determine their own zoning and regulations for STRs. Communities should be able to maximize quality of life for residents instead of maximizing profits for Airbnb!

SHORT TERM RENTALS (STRs) IN APPROPRIATE LOCATIONS – We support STRs when located in commercial areas. These investor owned hotels with no on-site management are obviously commercial "transient lodging" businesses that don't belong in residential neighborhoods. You need a resident to be residential!

COMMON SENSE REGULATIONS – There is NO LIMIT on how many people can occupy an STR and local regulations are prohibited on occupancy, use or length of stay. The situation is totally out of hand. 99% of all U.S. families have 6 or fewer members. STRs should be limited to 6 occupants in single family areas. Limits on STR use and behavior should be allowed at the local level.

WE OPPOSE SHORT TERM RENTALS (STRs):

That are investor owned, commercial hotels in residential areas with:

- NO actual RESIDENT and NO neighbor – You need a resident to be residential!
- NO LIMITS on OCCUPANCY – 100 people in a 2 Bedroom house makes no sense but is perfectly legal
- NO MINIMUM STAY – “Rent by the hour” or constant turnover is perfectly legal for STRs in residential areas with long term residents and families.
- NO ON-SITE MANAGEMENT – No limit on occupancy, constant turnover and No On-Site management – THIS DOESN’T BELONG IN OUR RESIDENTIAL NEIGHBORHOODS!

HELP FIX SB 1350!! TAKE ACTION!!

Contact your state legislators and local elected officials and tell them to:

- Fix Arizona State Law SB 1350, also known as “The Airbnb Law”
- Bring single family zoning, limits on occupancy and limits on what uses are allowed in residential areas back to the local level.
- Allow local communities to regulate STRs according to their local needs and standards.
- Make residential rentals of less than 30 days “commercial” unless it’s the primary residence of the “host”.

Contact Your State Legislators!!

Clicking below takes you to AZleg.gov, the website for Arizona’s State Legislature. You can find your Senator and 2 Representatives, their address, phone and email information. Let all 3 know by phone, mail and email they need to “Fix The Airbnb Law”! You can even send them an email directly from the site.

F**IND YOUR DISTRICT** – If you don’t know your district click here:

FIND YOUR DISTRICT

LEGISLATOR CONTACT INFO – If you know your district click here for email and phone info for your State Senator and 2 Representatives. Contact all 3 of them by clicking on their email or giving them a call!

LEGISLATOR CONTACT INFO

Contact Governor Ducey!!

Click to go to the Governor's website, send him an email about bringing back zoning to protect the safety and sanity of residential areas!

EMAIL GOV. DUCEY

More You Can Do:

- Talk to your friends and neighbors, encourage them to get involved and contact their legislators
- Request a "Neighbors Not Nightmares" yard sign (click below) – Show your neighbors and the STRs where you stand!
- Raise awareness through social media, Facebook, Twitter, Next Door, letters to the Editor, etc.
- **SUBSCRIBE** so we can notify you of pending legislation and events affecting STRs
- Send us your stories and pictures of STR problems that we can post and send to legislators

GET A YARD SIGN:

Yard Sign Info

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Instead of “rolling over” for special interests and giving away the store like Arizona, here is how other communities that respect their residents, neighborhoods and quality of life have handled Short Term Rentals:

Tahoe – Enjoy winter skiing, summer swimming, and golf, but not in a residential zone: short-term transient rentals are banned except for commercial areas.

Palm Springs – A tourist favorite with over $7 billion in annual spending, it’s meticulous about zoning and occupancy. Two bedrooms, four adults max.

Palm Desert – This great destination in California’s Coachella Valley has golf courses, great shops, and forbids short-term rentals in residential zones.

Denver – With 31 million visitors a year, Denver bans investor Airbnbs. Rental licenses are denied or revoked if it’s found the activity hurts the neighborhood.

The Hamptons – These diverse villages ban investor-owned transient rentals. Primary

residences only, no rentals under two weeks, four unrelated adults max.

Santa Monica – In this iconic community, you rent your actual home only. Airbnb and Expedia sued. U.S. Court of Appeals just upheld the absentee investor ban.

Miami Beach – Regulations include a mandatory sex offender registry check. Airbnb filed and settled a lawsuit, paid Miami's $380,000 in attorney fees.

Daytona Beach – Airbnb-type rentals allowed only in zones where hotels, motels, and bed and breakfasts are. After lawsuits and appeals, the rule was upheld.

New York – State law: no investor-owned rentals, sites must delete "hosts" with multiple properties. Airbnb sued and lost. NYC alone has 62 million tourists a year.

London – Seeing "hollowed out communities," London enforces a 90-day-per-year limit on Airbnb-type rentals. Absentee investor-owners are banned.

NYC via Jersey City – New York said "no," so investors invaded here for easy NYC access. Voters revolted. Now, rent the home you live in only, be present with guests.

San Francisco – Airbnb HQ city forbids absentee investors. Rules: live in the home at least 275 nights a year, be present with renters, rent 90 days a year max.

Learn More by Clicking on the Topics Below:

SUMMARY ISSUES

Here are the basic issues surrounding STRs in Arizona

Download a FACT SHEET – **CLICK HERE**

WHO WE ARE_

Just Arizona residents and homeowners worried about our neighborhoods.

HOME SHARING vs SHORT TERM RENTAL

They are completely different

RESIDENTS vs TRANSIENTS

Literally the difference between “one night stands” and committed relationships

STRs KILL HOSPITALITY

Hotels have to play by the rules – STRs get special treatment and “free rides”

STRs KILL JOBS

Every STR bedroom kills another Arizona Hospitality Job

ZONING

Why doesn't Zoning protect us from having unmanaged commercial hotels in single family residential areas? How can this happen?

VOLUNTARY COLLECTION AGREEMENTS

It's about the money. The secret deals that sold out the entire state.

TAX ISSUES – STRs get special deals, giant loopholes and can't be audited. Every taxpayer in Arizona should be outraged.

ABOUT SB 1350 – The "Airbnb Law" passed in 2016 that stripped away single family zoning, allowed STRs with unlimited occupancy to open anywhere and prohibited towns and cities from regulating them.

WHAT TO DO IF AN STR OPENS NEXT DOOR – Some basic steps to deal with the nuisance and threat of STRs. Most important: Call the police. Contact your legislators.

QUOTES – What people are saying about STRs in their neighborhood.

FUN FACTS ABOUT STRs – Corporate consolidation driving out Mom & Pops – Nuisance complaints up 114% since last year – and more!

Neighbors Not Nightmares / Proudly powered by WordPress

FLORIDA COMMUNITY ASSOCIATIONS VERSUS AIRBNB AND VRBO IN FLORIDA

Vol. 91, No. 2 February 2017 Pg 16 William P. Sklar and Jerry C. Edwards

Real Property, Probate and Trust Law

The internet has spawned yet another market disrupting concept. Airbnb and VRBO, relying in part on "I own it and can use it as I wish," a traditional real property belief, collide in numerous battlegrounds across the state with another traditional belief, the ability of communities to restrict perceived disruptive uses. Florida law has consistently upheld community covenants and restrictions regulating the level of occupancy and limiting an owner's ability to transfer a condominium unit. Most often found in a declaration of condominium or covenants, conditions, and restrictions (CCR), leasing restrictions, leasing approval requirements, and, more often than not, restrictions on the frequency and duration of leases and guest occupancy of units reflect a general discord existing between resident owners and nonresident owners and their lessees because of what is perceived as differing interests in the use and maintenance of property. As a result, many communities have attempted to strengthen their ability to control occupancy of condominium units by promulgating regulations to further restrict, if not completely prohibit, an owner's ability to lease or rent that owner's parcel within an association-governed community.[1] These restrictions have been adopted by either boards of directors exercising their rulemaking authority or by parcel owners amending their CCRs and declarations.

Restrictions on leasing units, whether contained in the original declaration or in subsequent declaration amendments, are reasonable indirect restraints on alienation, which are not violative of the unit owner rights that are subject to the restrictions.[2]

Unfortunately, associations in nonresort communities are now administratively burdened to undertake resort or hotel-type burdens as a result of the frequency of such reservations and implementation of regulations seeking to protect the community, its residents, and its property. The convergence of an association's right to regulate unit occupancy and the frequent short-term rentals at the center of the business models of Airbnb, Inc., and Vacation Rentals by Owner (VRBO) squarely presents concerns for community associations seeking to enforce residency and occupancy restrictions. Those who oppose Airbnb and VRBO can utilize zoning laws, restrictive covenants, land use ordinances, and tax laws to target these companies and others that share a similar business model. Notwithstanding these methodologies, F.S. §509.032(7)(b) (2016) provides that a local law, ordinance, or regulation, adopted after June 1, 2011, may not prohibit vacation rentals or regulate the

duration or frequency of rental of vacation rentals. This restricts the ability of local governments to regulate short-term rentals. However, Florida's First District Court of Appeal in *Bennett v. Walton County,* 174 So. 3d 386 (Fla. 1st DCA 2015), presented a means to potentially and significantly legally impair the Airbnb and VRBO business model.

The Business Models of Airbnb and VRBO

Airbnb collects money by providing a matching service online for property owners and short-term renters.[3] Airbnb generally does not own or operate the properties.[4] Rather, Airbnb collects a fee on each transaction for acting as an intermediary.[5] Airbnb offloads responsibility for cleaning, maintenance, repairs, insurance, and compliance with regulations and laws to the property owners who act as independent contractors.[6] What are Airbnb's responsibilities? It handles advertising, owner-renter communications, booking, and payment processing in exchange for commissions from both the renters and the property owners.[7]

VRBO operates its business somewhat similarly to Airbnb. VRBO also acts as an intermediary between property owners and short-term renters.[8] However, VRBO acts similarly to the classified pages in a newspaper by allowing property owners to advertise on its site for a flat fee, rather than collecting a commission and involving itself in the transaction like Airbnb.[9] VRBO also only lists entire homes whereas Airbnb lists anything from entire homes to single rooms.[10] That said, Airbnb's and VRBO's business models are both essentially built around acting as middlemen between property owners and short-term renters.

The Potential Implication of the *Bennett v. Walton County* Interpretation of Zoning Laws

The Bennetts rented out beachfront property for weddings and other events approximately 30 times in 2009, 13 times in 2010, and 20 times in 2011 and 2012.[11] The property was in a residential preservation area under Walton County's Land Development Code,[12] which meant that nonresidential uses were not allowed.[13] Complaints from neighbors caused Walton County to investigate and bring enforcement proceedings against the Bennetts for violating the code, since the weddings and events amounted to prohibited nonresidential uses.[14] After initial uncertainty over how many events were enough to constitute a prohibited nonresidential use, Walton County eventually decided that any event held by a renter on the Bennetts' property would result in a code violation.[15] Following this, the Bennetts' sued, alleging substantive due process violations under the U.S. Constitution and the Florida Constitution.[16]

The First District Court of Appeal held that the code's prohibition on nonresidential uses was not unconstitutionally ambiguous on its face. The code conveyed a clear and sufficient standard as applied to the Bennetts, and the county's enforcement of the code was not arbitrary.[17] The court's focus was on the frequency and intensity of the Bennetts' rentals.[18] On the topic of frequency, the court explained that "[t]he rate and scope of the Lawn's rental usage — up to 30 weddings per year on the Bennetts' lot — isn't typical residential usage as measured by common practice."[19] intensity, the court meant that the events often extended for days, involved drinking, and were raucous enough for neighbors to complain and for the Bennetts' to hire an off-duty police officer to remain on the site for the events.[20] In fact, one neighbor complained of guests at the events urinating under his building, pulling the breakers on his air conditioning unit, and even giving him "one finger salutes."[21]

This case materially affects companies, such as Airbnb and VRBO, that rely on residential property owners frequently renting their property to short-term renters. The first issue presented is the court's focus on frequency. Property owners who use Airbnb often rent out their properties frequently for short periods of time. Additionally, the court explained that the Bennetts essentially introduced a wedding event business into their residential preservation area-zoned neighborhood, attracting renters who might otherwise rent churches, meeting halls, parks, country clubs, or other venues to stage their events.[22] Airbnb and VRBO perform a similar function by depending on short-term room or property rentals.

However, the court focused on facts that are distinguishable from Airbnb's and VRBO's business models. The court discussed the intensity of the events, which sometimes affected the quietude of the development. Airbnb and VRBO act as intermediaries between renters and property owners, but their businesses do not book weddings or other events. Likewise, the court focused on the fact that people were renting the property for events, rather than simply for residential purposes. Short-term renters from Airbnb and VRBO generally use properties in a manner that is more consistent with what a court would consider residential purposes. Thus, *Bennett* is arguably distinguishable from the challenges that Airbnb and VRBO would face.

In another zoning case, the First Judicial Circuit Court of Florida struck down a directive of the Escambia County Board of County Commissioners that sought to bar property owners in residential neighborhoods from offering their homes for short-term rental.[23] The trial judge found that F.S. §509.032(7)(b) preempted the county's land development code.[24]

This trial court decision parallels Florida Attorney General Pam Bondi's explanation that "zoning may not be used to prohibit vacation rentals in a particular area where residential use is otherwise allowed."[25]

Ultimately, there is a risk that courts will follow the reasoning of the First District Court of Appeal in *Bennett* and apply a frequency-based test to determine whether a use qualifies as residential. If that occurs, a frequency-based test will pose a significant issue for Airbnb, VRBO, and other similar businesses. However, a frequency-based test could result in the impairment of rental property owners who do not use Airbnb or VRBO and affect the short-term rental market as a whole, which would have major economic repercussions. That said, courts could also choose to follow the decision of the First Judicial Circuit Court and not allow counties to use zoning laws to circumvent limitations imposed by state statutory law.

The Applicability of Restrictive Covenants to Airbnb and VRBO

In addition to zoning laws, Airbnb and VRBO must be mindful of restrictive covenants and community association regulations prohibiting nonresidential use or otherwise regulating the duration and frequency of rentals. Florida courts have, in few instances, ruled on the topic of restrictive covenants. These opinions are instructive on how a trial court may analyze a restrictive covenant prohibiting nonresidential use.

In *Moss v. Inverness Highlands S. & W. Civic Ass'n, Inc.*, 521 So. 2d 359 (Fla. 5th DCA 1988), the lots in the subdivision were burdened by a restrictive covenant.[26] The court held that the property owner opening her home to "these elderly folks" who pay room and board did not violate that restrictive covenant.[27] The court reasoned that the act of charging elderly people for using the lot for "purely residential purposes" did not make the use nonresidential in nature.[28] Notably, in a manner that may have been a precursor to *Bennett*, and demonstrating line drawing to protect the residential nature of a community, the *Moss* opinion continued, albeit in dicta, that if there was a nonresidential use in conjunction with residential occupancy, "then we would agree that the restriction would be violated."[29]

In a second opinion dealing with different restrictive covenants, *Robins v. Walter*, 670 So. 2d 971 (Fla. 1st DCA 1995), the court held that a bed and breakfast inn is a business or commercial use of property, which violated the restrictive covenants.[30] The property owner built the house with five separate bedrooms each with a separate entrance to the outside, and the home was marketed as a bed and breakfast.[31] *Robins* distinguished *Moss* on the grounds that in *Moss* the elderly patrons were intended to be permanent residents.[32] The *Robins* court focused on the short-term nature of the rentals in its reasoning.[33]

Robins implicitly encourages a frequency-based test. The use of the property in *Robins* was similar to the use of many properties listed on Airbnb. An argument may be made that *Robins* is binding on courts interpreting the treatment of restrictive covenants prohibiting nonresidential uses. If that is true, when combined with the *Bennett* case in communities with frequency-based restrictions, properties rented through Airbnb and VRBO may be subject to a frequency-based test regarding their restrictive covenants.

Opinions from other jurisdictions are also instructive on how to construe this issue. In *Barrickman v. Wells*, 2013-CA-001578-MR, 2015 WL 2357179 (Ky. Ct. App. 2015), a Kentucky court presided over a case dealing with the issue of whether property owners violated a restrictive covenant of a community association prohibiting "commercial use" when the owners rented their house frequently through VRBO.[34] The *Barrickman* court affirmed the trial court's finding that no restriction expressly prevented the property owner from renting his home to a third party.[35] The restriction did not define "commercial use," which appeared ambiguous under Kentucky law, thus, the court inquired into the drafter's intent and concluded that if the association intended to prohibit leasing then the association could have done so, but it did not do so.[36] A dissenting judge, however, argued that the frequency and short duration of the stays made the use of the home analogous to a hotel or motel; thus, it was commercial use.[37]

VRBO's model was directly at issue in a Colorado case, *Houston v. Wilson Mesa Ranch Homeowners Ass'n, Inc.*, 360 P.3d 255 (Colo. App. 2015), which held that the property owners did not violate the community association's restrictive covenant's requirements that the lots be used as "residential tracts" and shall not "ever be occupied or used for any commercial or business purpose nor for any noxious activity and nothing shall be done…on any of said lands which is a nuisance or might become a nuisance to the…owners of any of said lands."[38] In response to the owners' advertising on VRBO and rentals, the association's board of directors adopted a 30-day minimum rental period enforced with $500 fines.[39]

Acknowledging the novel issue for the state, the court carefully identified the polestars for decisionmaking, the purpose or intent of the restriction, and if not clear on its face, "ambiguity or doubt" results in "unrestricted use of property."[40] The court explained that temporary or short-term use of a residence does not preclude that use from being residential because "their homes, as distinguished from one which is used for commercial or business purposes[,]"[41] are still occupied, even if rental income is realized.[42] Similarly, the receipt of income does not transform residential use to "commercial."[43] The court focused on the fact that the renters continued to use the property for living purposes.[44] Thus, the court explicitly concluded that short-term vacation rentals were not prohibited by the restrictive covenant at issue.[45]

The *Houston* court rejected the application of a frequency-based test by holding the board adopted 30-day restriction to be not enforceable. The board's asserted justification of clarifying the covenants was found insufficient as the covenants, as held in the court's analysis, did not prohibit short-term rentals.[46]

One interpretation that was common to both *Houston* and *Barrickman* was the court's narrow construction of restrictive covenants. These courts' predicates are similar to Florida's jurisprudence narrowly construing real property covenants.[47] Thus, if Florida community associations similarly seek to construe restrictive leasing covenants, the associations must be specific in their prohibition of short-term rentals.

Florida courts appear to be leaning in the opposite direction, despite not having addressed VRBO or Airbnb, directly. *Robins* and *Bennett* both stand for the potential of a frequency-based test in Florida to evaluate whether a use is nonresidential or residential in type; however, *Moss* undermines the argument for a frequency-based test. In fact, the reasoning and holding in *Moss* are similar to the reasoning and holding in *Houston*, the Colorado case. Both courts determined that receipt of income alone does not transform residential use to commercial use. The courts preferred a test focused on the nature of the use, instead of its frequency.

If a Florida court were to apply a frequency-based test, restrictions prohibiting nonresidential use would prove to be an effective tool to regulate or prohibit Airbnb and VRBO. There is a risk, however, that rental property owners who do not use Airbnb or other similar businesses could become collateral damage under that interpretation. Community associations could utilize a frequency-based test to prevent temporary rentals in their neighborhoods, in addition to using nuisance-type restrictive covenants to address and prevent the types of activities deemed offensive, such as those in *Bennett*.[48] That all said, the Florida Legislature has addressed frequency-based restrictions to some degree with F.S**.** §718.110(13) (2016).[49] The legislature mandated that amendments regulating the duration or frequency of rentals only apply to unit owners who approve the amendment or purchase their units after the effective date of that amendment.[50] Thus, the Florida Legislature has enacted laws protecting property owners from frequency-based restrictions, so restraint should be exercised by courts when faced with frequency-based or duration-based tests for determining residential use.

Local Government Ordinances Targeting Airbnb, VRBO, and Similar Businesses

Local governments and state legislatures throughout America are currently taking steps to regulate Airbnb, VRBO, and other businesses that utilize the same business model.[51] These regulations generally take the form of restrictions on short-term rentals and the imposition

of taxes. Florida has imposed some of these regulations on the state and local level. However, Florida also has a statute limiting the ability of local governments to regulate short-term rentals in certain areas.

F.S. §509.032(7)(b) restricts local laws, ordinances, and regulations from prohibiting vacation rentals or regulating the duration or frequency of vacation rentals. However, that statute does not apply to any local laws, ordinances, or regulations adopted on or before June 1, 2011.[52] This statute formerly prohibited local laws, ordinances, and regulations from restricting the use of vacation rentals, prohibiting vacation rentals, or regulating vacation rentals based solely on their classification, use, or occupancy, prior to being amended in 2014.[53] Essentially, the statute previously barred local governments from regulating short-term rentals, except for regulations adopted on or before June 1, 2011. The legislature amended the statute in 2014, and it now only bars local governments from prohibiting short-term rentals entirely or regulating the frequency or duration of short-term rentals. Under the current statute, for example, a local government cannot create an ordinance that prohibits property owners from renting their property more than 10 times in a year or mandates that rentals must be for at least seven days.

Despite the statute, local governments in Florida have found methods to regulate short-term rentals. For example, the City of Miami Beach code bans short-term rentals in all single-family homes and only allows short-term rentals in certain zoning districts.[54] Ft. Lauderdale recently enacted an ordinance requiring all vacation rentals, except timeshares, to officially register their property with the city and pass a maintenance and life safety inspection.[55] Flagler County also enacted comprehensive short-term rental regulations ranging from the maximum number of occupants to the minimum number of parking spaces and garbage containers needed per guest.[56] Additionally, other local governments passed ordinances similar to the ones discussed above, such as Anna Maria.[57]

Property owners have challenged some of these ordinances. For example, two property owners challenged the aforementioned Flagler County ordinance on the grounds that state law preempted the ordinance, the ordinance violated the Equal Protection Clause of the Florida Constitution, and the ordinance violated the privacy rights of the property owners.[58] The trial judge upheld the ordinance in its entirety but found that the government could not apply the ordinance to contracts entered into before its adoption.[59] In *30 Cinnamon Beach Way, LLC v. Flagler County*, No. 5D15–2296, 2016 WL 194800 (Fla. 5th DCA Jan. 12, 2016), the Fifth District Court of Appeal affirmed, without opinion, the holding of the trial court.[60]

Additionally, the imposition of taxes by state and local governments is a significant issue for Airbnb, VRBO, and similar businesses. Under F.S. §212.03(1)(a) (West 2016), Florida collects a six percent "transient rental tax" for rentals of less than six months, and under F.S. §§125.0104(3)(a)1-2, Florida counties may also collect a "tourist development tax" for rentals of less than six months. When combined, these taxes can exceed 11 percent of the listed price.[61] Airbnb agreed to pay these occupancy taxes commencing in December 1, 2015.[62] Prior to that time, the counties struggled to have Airbnb comply with the taxes, and Palm Beach County even filed suit to force Airbnb and other similar companies to pay the "tourist development tax" that the county claimed they owed.[63] Other businesses with models similar to Airbnb must keep these tax implications in mind as they move forward with business operations in Florida. These businesses face the same sort of tax implications that traditional hotel businesses do, which is consistent with the service they are providing.

Looking toward the future, there is still the possibility of major change on the horizon. Members of the legislature have put forward bills, in both 2015 and 2016, seeking to amend F.S. §509.032(7)(b) to allow local governments to regulate the duration and frequency of vacation rentals.[64] This will continue to be a hotly contested issue into the future. If the legislature amends the statute to allow local governments to regulate the duration and frequency of vacation rentals, the business models of Airbnb, VRBO, and similar businesses could suffer severe setbacks in Florida.

Conclusion

The *Bennett* decision poses significant questions as to how courts will proceed in interpreting what constitutes residential use. In the realm of zoning laws, ordinances, and restrictive covenants, courts should interpret residential use consistently with the limitations placed on local governments and community associations under F.S. §509.032(7)(b) and F.S. §718.110(13). Based on these statutes, courts should be reluctant to adopt a frequency-based test for determining whether a use is residential in nature. Colorado's approach in *Houston* provides a useful guide for how Florida courts can interpret residential use consistently with the free use of property. Adopting a frequency-based test for residential use could lead to unintended consequences and have a far-reaching economic impact on short-term rentals in Florida. A policy shift of that magnitude is likely best left to the legislature, especially when there exists statutes reflecting the legislature's wish to limit local governments' and community associations' regulation of short-term rentals.

[1] *See, e.g., Beachwood Villas Condominium v. Poor*, 448 So. 2d 1143 (Fla. 4th DCA 1984); *Seagate Condominium Ass'n, Inc. v. Duffy*, 330 So. 2d 484 (Fla. 4th DCA 1976); *Kroop v. Caravelle Condominium*, *Inc*., 323 So. 2d 307 (Fla. 3d DCA 1975).

[2] *See Woodside Village Condominium Ass'n, Inc.*, 806 So. 2d 452 (Fla. 2002).

[3] Jeffrey Pfeffer, *How to Make a Fortune Without 'Doing' Anything: The Uber, Airbnb Store,* Fortune(Nov. 24, 2014)*, available at* **http://fortune.com/2014/11/24/uber-airbnb-sharing-economy-fallacy/**.

[4] *Id.*

[5] *Id.*

[6] *Id.*

[7] Carolyn Said, *'Airbnb Law' Would Make Business Harder for Airbnb's Chief Rival*, SF Gate (Oct. 10, 2014), *available at* **http://www.sfgate.com/bayarea/article/Airbnb-law-would-make-business-harder-for-5812918.php**.

[8] *Id*.

[9] *Id*.

[10] *Id*.

[11] *Bennett,* 174 So. 3d at 389.

[12] *See id.* at 387.

[13] *Id*. at 388.

[14] *Id*. at 392-93 (Makar, J., concurring in part, dissenting in part).

[15] *Id*. at 393.

[16] *Id*. at 394.

[17] *Id*. at 388-90 (majority opinion).

[18] *Id*. at 389.

[19] *Id*.

[20] *Id*.

[21] *Id.* at 392 (Makar, J., concurring in part, dissenting in part).

[22] *Id*. at 389 (majority opinion).

[23] Order on Appeal, *Hostetter v. Escambia Cty., Fla*., 2015-CA-1383 (J) at 1-4 (Fla. 1st Cir. Dec. 16, 2015); Will Isern, *Escambia Loses Short Term Rentals Case*, Pensacola News J. (Dec. 21, 2015), *available at* **http://www.pnj.com/story/news/2015/12/21/escambia-loses-short-term-rentals-case/77695078/**.

[24] Order on Appeal, *Hostetter v. Escambia Cty.*, Fla., 2015-CA-1383 (J) at 3 (1st Cir. Dec. 16, 2015).

[25] Pam Bondi, Florida Office of the Attorney General, Advisory Legal Opinion, AGO 2014-09 (Nov. 13, 2014), *available at* **http://www.myfloridalegal.com/ago.nsf/Opinions/5DFB7F27FB483C4685257D900050D65E**.

[26] The restrictive covenant stated: "All lots shall be used for residential purposes only." *Moss*, 521 So. 2d at 359.

[27] *Id*.

[28] *Id*.

[29] *Id*.

[30] *Robins*, 670 So. 2d at 974. (The relevant restrictive covenants stated: "2. No structure shall be erected, altered, placed, or permitted to remain on any residential building lot *other than one detached single family dwelling unit* with attached or detached garage, with quarters for domestics attached to the garage. 3. *No structure of any said lot shall be used for business or commercial purposes* provided, however, the renting of the premises in whole or in part shall not be construed to be a business or commercial operation....6. No *business* shall be permitted or maintained on any lot or lots except lot 16-A, 17, 18, 19 and 20 in Block B, lots 1, 2, 14 and 15 in Block D, and lots 1, 2 and 3 in Block F." *Id*. at 973 (emphasis added)).

[31] *Id*. at 973.

[32] *See id*. at 975. (The court in *Robins* also stated: "The fifth district compares the facility to the leasing or renting of a residence and specifically notes that the facility in that case did not provide overnight accommodations."). *Id*. *Robins* actually misstated the facts in *Moss* because the facility in *Moss* did provide overnight accommodations to the elderly patrons who resided there. *See Moss v. Inverness Highlands S. & W. Civic Ass'n, Inc*., 521 So. 2d 359, 359 (Fla. 5th DCA 1988).

[33] *Robins*, 670 So. 2d at 975.

[34] *See Barrickman,* 2015 WL 2357179 at *1 ("Restriction #6 in the Green Creek Estates' Declaration of Protective Covenants and Restrictions prohibits 'commercial use' of property.").

[35] *Id*. at *2.

[36] *Id*.

[37] *See id*. at *6 (Vanmeter, J., dissenting). *See also Hyatt v. Court*, 2008-CA-001474-MR, 2009 WL 2633659 at *4 (Ky. Ct. App. 2009) (explaining that "it is not what the tenants do to occupy their time while on the property that is forbidden, it is the fact that the property is being held out for remuneration in much the same manner as a hotel or motel that is restricted" in a case that dealt with a restrictive covenant barring commercial use); *Vonderhaar v. Lakeside Place Homeowners Ass'n, Inc*., 2012-CA-002193-MR, 2014 WL 3887913 at *4 (Ky. Ct. App. 2014) (using the exact language from Hyatt while analyzing whether the property owner violated the community association's restrictive covenant prohibiting business or commercial use).

[38] *Houston*, 360 P.3d at 256.

[39] *Id*.

[40] *Id*. at 257.

[41] *Id*. at 258.

[42] *Id*. at 259.

[43] *Id*. at 260.

[44] *Id*. at 259.

[45] *Id*. at 260.

[46] *Id*. at 261.

[47] *See, e.g., Eckerd Corp. v. Corners Grp*., Inc., 786 So. 2d 588, 591 (Fla. 5th DCA 2000) ("[R]estrictive covenants should be narrowly construed in favor of the free transferability of property...."); *Robins*, 670 So. 2d at 974 (Fla. 1st DCA 1995) ("[W]e are aware that restrictive covenants should be narrowly construed...."); *Brower v. Hubbard*, 643 So. 2d 28, 29 (Fla. 4th DCA 1994) ("[R]estrictive covenants should be narrowly construed in favor of the free transferability of property....").

[48] For a discussion of the offensive activities in *Bennett*, *see* note 21 and the accompanying discussion.

[49] The statute states: "An amendment prohibiting unit owners from renting their units or altering the duration of the rental term or specifying or limiting the number of times unit owners are entitled to rent their units during a specified period applies only to unit owners who consent to the amendment and unit owners who acquire title to their units after the effective date of that amendment." *Id*.

[50] *Id*.

[51] *See, e.g.*, Austin, Tex., Land Dev. Code §25-2-950 (2016) (discontinuing short-term rentals for properties when the owner does not live on-site by April 1, 2022, at latest); Virginia Beach, Va., Code §35-252 (2016) (assessing a tax on short-term rental property owners and defining "short-term rental property").

[52] *Id*.

[53] Fla. Stat. §509.032(7)(b) (2012).

[54] Miami Beach, Fla., Code §142-905(b)(5) (2016) (banning rentals of less than six months and one day in single-family homes); Miami Beach, Fla., Code §142-1111(b) (2016) (allowing for short-term rentals in certain zoning districts if the procedure of the ordinance is followed); Katherine Kallergis, *How is Miami Dealing with Airbnb's Growth?*, Real Deal (May 5, 2016), *available at* **http://therealdeal.com/miami/2016/05/05/how-is-miami-dealing-with-airbnbs-growth/**.

[55] Fort Lauderdale, Fla., Code §§15-272–279 (2016); Hortense Leon, *Airbnb Spreading in South Florida — with Mixed Response*, Real Deal (Feb. 11, 2016), *available at* **http://therealdeal.com/miami/2016/02/11/airbnb-spreading-in-south-florida-with-mixed-response/**.

[56] Flagler Cty., Fla., Code §3.06.14. (2016); *Ending Long Fight, County Approves Short-Term Rental Regulations–With Grandfather Clause*, FlagerLive.com (Feb. 19, 2015), **http://flaglerlive.com/75159/short-term-rentals-ordinance-flagler/**.

[57] Anna Maria, Fla., Code §§108-21–108-43 (2016); Amaris Castillo, *Anna Maria Officials Unanimously Pass Vacation Rental Ordinance*, Bradenton Herald (Apr. 10, 2015), *available at* **http://www.bradenton.com/news/business/article34874895.html**.

[58] Verified Compl. For Decl. & Inj. Relief, *30 Cinnamon Beach Way, LLC v. Flagler County*, 2015 CA 000167 at 13-35 (7th Cir. Jun. 1, 2015). *See also* Tony Holt, *Vacation Rental Owners File Lawsuit Against Flagler County*, Daytona Beach News-Journal (Mar. 6, 2015), *available at* **http://www.news-journalonline.com/news/20150306/vacation-rental-owners-file-lawsuit-against-flagler-county**.

[59] Order on Pls.' Mot. For Prelim. Inj., *30 Cinnamon Beach Way, LLC v. Flagler County*, 2015 CA 000167 at 21-22 (7th Cir. Jun. 1, 2015); Jonathan Simmons, *County's Vacation Rental Ordinance Passes Legal Challenge*, Palm Coast Observer (Jun. 2, 2015), *available at* **http://www.palmcoastobserver.com/article/countys-vacation-rental-ordinance-passes-legal-challenge**.

[60] *30 Cinnamon Beach Way*, 2016 WL 194800 at *1.

[61] *See* Mitch Perry, *Airbnb to Start Collecting Florida Tourist Taxes Beginning Dec. 1*, Florida Politics (Nov. 18, 2015), *available at* **http://floridapolitics.com/archives/194890-airbnb-to-start-collecting-florida-tourist-taxes-beginning-december-1**.

[62] *Id*.

[63] *Id. See also Compl., Gannon v. Airbnb, Inc.*, 2014 CA 000428 at 1-12 (15th Cir. Jan. 13, 2014).

[64] Paul S. Figg, *The Fight Over Vacation Rentals: Florida's Continuing Struggle to Adapt to the Sharing Economy*, Lexology (Dec. 8, 2015), *available at* **http://www.lexology.com/library/detail.aspx?g=96f989c0-9174-449b-8799-cba40f8c93f1**.

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This column is submitted on behalf of the Real Property, Probate and Trust Law Section, Deborah Packer Goodall, chair, and Doug Christy and Jeff Goethe, editors.

Real Property, Probate and Trust Law

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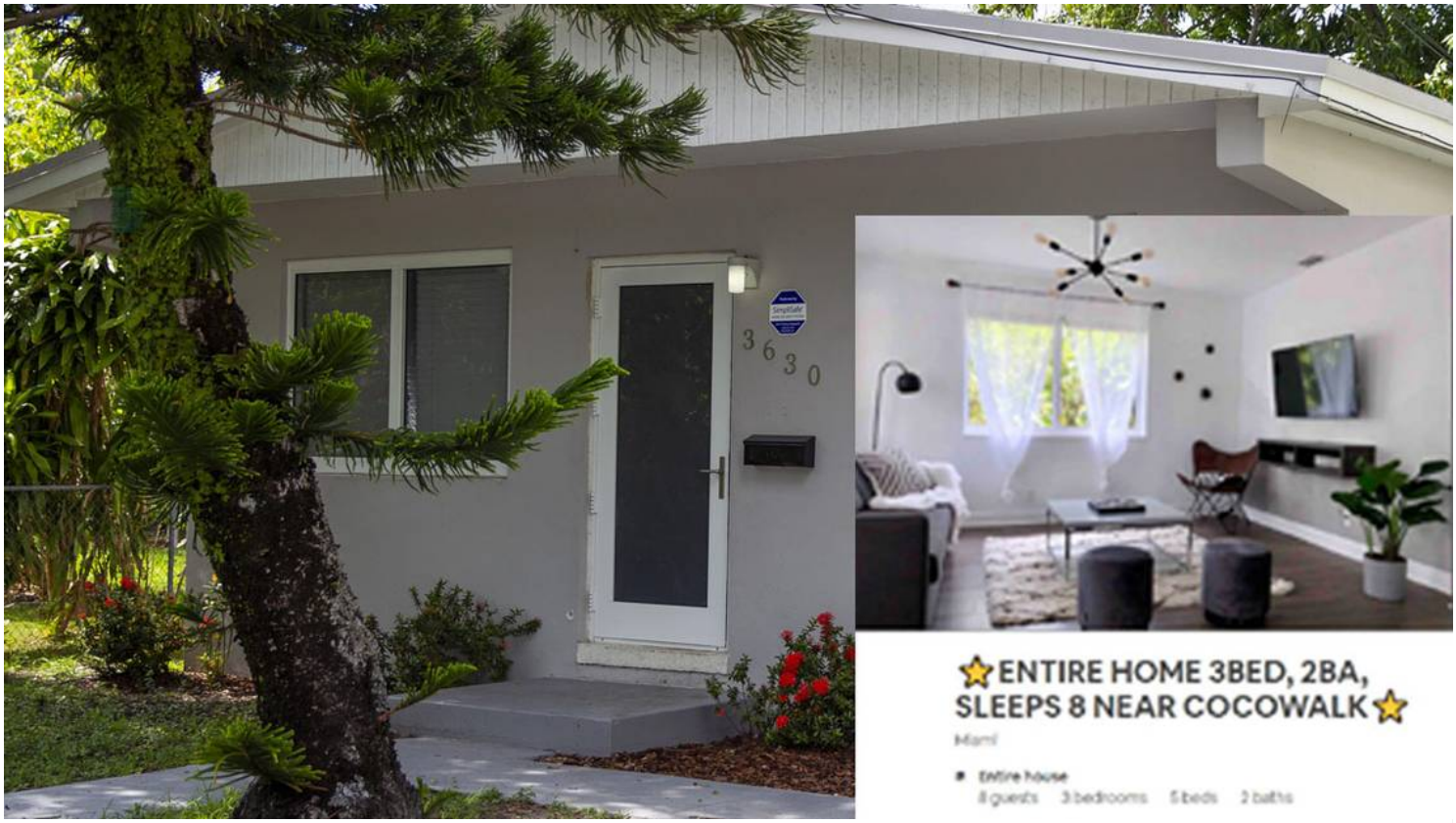
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TOURISM & CRUISES

Why Airbnb is making it harder for Miami locals to find a place to rent

BY TAYLOR DOLVEN, KYRA GURNEY, AND DOUGLAS HANKS

JUNE 23, 2019 07:00 AM, UPDATED AUGUST 04, 2019 10:04 AM



In Coconut Grove, owners can make 16 percent more renting to tourists on Airbnb than renting to locals long term, according to data from BNBVestor. This 1960s three-bedroom house launched on Airbnb in June for around $170 a night and already has five positive reviews. CHARLIE ORTEGA GUIFARRO *CGUIFARRO@MIAMIHERALD.COM*

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For landlords in Miami, the secret to profits rests with renting to visitors, not locals.

That was the message of a recent seminar touting the profitability of Airbnb for property investors debating whether to rent their houses and condos to long-term tenants or overnight guests.

"You will get more money for your rental if you have it on Airbnb," said real estate data guru Francisco Mago, founder of BNBVestor. "Regular rentals are overrated." Launched in 2017, BNBVestor offers seminars and a monthly subscription to a database of home-sharing trends based on data scraped from Airbnb and long-term rental sites like Zillow.

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CLAIM OFFER

Data provided by Airbnb indicates the number of entire homes listed on the site for Miami-Dade has jumped 33 percent since 2017, up to around 13,500 today. In the current market, Miami landlords and property managers can make an average of around 40 percent more renting entire homes or apartments to tourists on Airbnb than renting to locals on annual leases, according to BNBVestor. In areas like South Miami and North Miami Airbnb yields up to 62 percent and 51 percent, respectively, more per month with rates around $140 a night.

The problem for locals: More houses, apartments and condos available on home-sharing platforms translates into fewer options for those who live here full time. As Miami-Dade faces a crisis in housing affordability with a 130,000-unit deficit, as many as 13,500 existing units in good condition sit unavailable to the people who need them.





Miami's Biscayne Park Airbnb is the most popular in Florida and in the top 20 in the United States.
BY **CHARLES TRAINOR JR.**

Mago said BNBVestor scrapes data from Airbnb and long-term rental sites such as Realtor.com and Zillow.com. Airbnb disputes the numbers, saying many of the listings on its site belong to live-in owners who make their homes available on Airbnb only when they are out of town. Half of the entire homes rented on Airbnb are rented for less than 60 days out of the year, according to the company. Some entire home listings are guesthouses, RVs, or boats.

“We’re proud that home sharing and short-term rentals help thousands of everyday Miamians better afford to stay in their homes and live in an increasingly expensive region,” said Tom Martinelli, Airbnb’s Florida policy director. “We support measures to protect affordable housing and target bad actors here in Miami-Dade and across the United States.”

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Evidence about Airbnb’s impact on the local rental market varies. In March 2017, the not-for-profit fact-checking website Politifact rated then-Miami Beach mayor Philip Levine’s comment that Airbnb “decreases real estate values and increases costs for workforce housing” as mostly false, saying the market hadn’t been around long enough to get an accurate picture. But a 2019 Miami Herald analysis of Airbnb data available through new third party sites and interviews with Airbnb entrepreneurs suggests an increasing number of investors are converting Miami rentals into residential hotel rooms, leaving locals with fewer rental units.



EXPLORE

Where can you afford to rent or buy in South Florida? This tool will show you

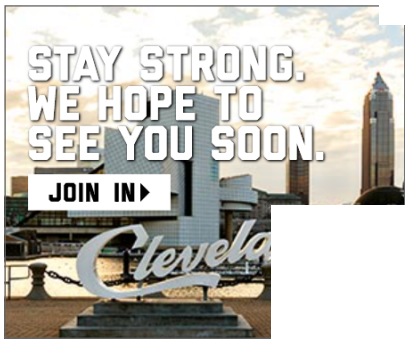
JUNE 05, 2019

Miami real estate entrepreneurs are picking up on the obvious economic incentives, and affordable housing experts say the practice is surely having an impact.

“At the top there’s an abundance of units, more high-end units than rich people,” said Jake Wegmann, an assistant professor at the University of Texas at Austin school of architecture. “Down the income scale, at the very bottom there’s a huge shortage.

If Airbnb is eroding units that are in the middle, then almost certainly that would not be good, that would be tightening the pinch that people in that segment of the market are facing."

A working paper recently summarized in the Harvard Business Review found that a 1 percent increase in Airbnb listings translates into a 0.018 percent increase in long-term rental rates and a decrease in the amount of long-term units on the market.



SIDE-GIG MYTH

Airbnb's origins are rooted in San Francisco's affordable housing crisis.

In 2007, a pair of Silicon Valley roommates wedged three air mattresses into their loft and charged $80 for a night's stay as a way to make their rent. They quickly launched the Air Bed and Breakfast website so that others could do the same. Amid the stress of the housing crash, the home-sharing concept caught fire. By 2011, one million nights had been booked on the Airbnb.com website. Today consumers can stay in an Airbnb in 191 countries — including more than 900,000 listings in the U.S. — and book via smaller short-term rental sites including VRBO, HomeAway, Expedia, Travelocity, Vacasa, SabaticalHomes, FlipKey and Turnkey. Tech analyst firm Juniper Research estimates the U.S. residential sharing economy is worth $13 billion. Forbes estimates privately held Airbnb is worth $38 billion.

During the same decade, Miami's tourism market has expanded. More than 16.5 million overnight visitors came to Miami last year, a 36 percent increase over a decade ago. While demand for all types of accommodation has increased, millennials seeking cheaper digs and more authentic experiences have gravitated to home sharing.

The past decade has also brought Miami a development boom, an influx of foreign buyers, and more acute inequality. Housing costs have skyrocketed, far outpacing wage increases.

For Miami-Dade, the boom in short-term rentals brought some benefits. In public statements Airbnb celebrates hosts' earnings from Airbnb as "supplemental income"

and touts the site as a tool that helps everyday Miamians make ends meet.

Airbnb hosts turned over $10 million in tax revenue to the county in 2018. Additionally, Airbnb entrepreneurs say they are upgrading housing stock when they renovate units before listing them. And Airbnbs in traditionally less-visited areas like Homestead — with around 110 entire homes listed on the Airbnb website — or Hialeah — with around 60 — bring tourist dollars to business owners who wouldn't otherwise benefit.



In Coconut Grove, where more than half of residents spend more than 35 percent of their income on rent, there are 450 entire homes listed on Airbnb today, including this 1930s duplex in the historically black West Grove that goes for $100 a night on the site. Charlie Ortega Guifarro *CGUIFARRO@MIAMIHERALD.COM*

But what originally began as a website enabling homeowners to run a viable side gig has morphed into a high-return real estate investment industry. Today, just 25 percent of Airbnbers in Miami rent out private rooms, according to BNBVestor.

The bulk of Airbnbs in Miami-Dade county — 75 percent — are entire homes or apartments.

FULL-TIME BUSINESS

Local seminars for budding Airbnb entrepreneurs show that for some listing on the site, this is their full-time job.

Some investors buy homes to list on Airbnb, others seek out rentals to re-rent on the site. The latter strategy requires far less capital and allows newbies to test out their hospitality skills without breaking the bank.

The best way to get started, Mago explained at a recent seminar, is to target a “tired landlord” — someone who has owned a property for more than four years — and offer to take a rental unit off their hands. The Airbnber pays the owner the same monthly rent as a long- term tenant, and then turns around and rents the apartment on Airbnb and pockets the difference. The Airbnber is responsible for furnishing the apartment and answering any guest complaints. Perks for the unit or homeowner include less wear and tear on the property, frequent professional cleanings and little use of appliances and water.

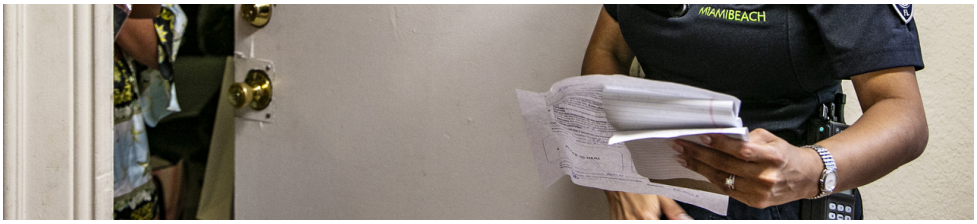
BNBVestor has emerged as a subscription data service for those deciding where and how to break into the market. The data can estimate which ZIP codes have the highest occupancy rate and average daily rate, then translate that information to estimated revenue by neighborhood. It can also forecast the kind of home — one-bedroom apartment vs. four-bedroom house — that will be most profitable in each area and compare estimated Airbnb revenue to estimated revenue for regular long-term rentals.

AirDNA, a competitor subscription service, provides similar data scraped from Airbnb and other smaller short-term rental sites. Its analysis reaches similar conclusions about the vacation rental market to BNBvestor.

Airbnb disputes the conclusions of scrapers like BNBVestor and AirDNA, saying those programs cannot differentiate when a unit is booked by a guest from when it is made unavailable by the host.

Representatives from both BNBvestor and AirDNA estimate that their margin of error for occupancy is less than five percent.





Miami Beach Code Compliance Officer Vijma Maharaj speaks to tourists staying at 1518 Drexel Avenue as she inspects for illegal short-term rentals on Friday, Feb. 22, 2019. BY **AL DIAZ**

Neither local governments nor Airbnb track the number of Airbnbs rented by people who actually live in the unit and only make it available when they're away, leaving regulators and the public blind to a surging corner of the hospitality industry.

But data scraped from Airbnb offers a hint: According to BNBVestor, more than two-thirds of entire home listings on Airbnb in Miami-Dade are managed by hosts with more than one property on the site.

European cities are more attuned to the impact. This month, 10 European cities sent a letter to the European Union demanding more help in pushing back against Airbnbs.

"European cities believe that homes should be used first and foremost for living in," the letter said. "Many cities suffer from a serious housing shortage. Where homes can be used more lucratively for renting out to tourists, they disappear from the traditional housing market, prices are driven up even further and housing of citizens who live and work in our cities is hampered."

'HOME-RUN INDUSTRY'

The data highlights how ineffective some Miami municipalities have been in regulating short-term rentals and enforcing their existing laws.

Case in point: Short-term rentals in Coral Gables are illegal in all residential areas, encompassing 76 percent of the city, yet hundreds of entire Gables homes are available on Airbnb.

Like many other local municipalities, the City of Miami does not track the number of short-term rentals in its limits or require owners to register. Currently around 7,000 entire homes in the City of Miami are listed on Airbnb, more than in any other Miami-Dade municipality, according to BNBVestor.

In the 33127 ZIP code that includes parts of Little Haiti, Wynwood, Model City and Edgewater, the median household income for the 32,000 locals who live in the neighborhood is about $30,000, well below the county median of $50,000. Nearly one-third of those employed work in the service industry. Tenants in 60 percent of the rental units in the neighborhood are spending more than 35 percent of their income on rent. There are around 11,000 housing units in the ZIP code, according to the U.S. Census.



All four units in this Wynwood apartment building launched on Airbnb in February for around $150 per night and already have dozens of positive reviews. Locals in 60 percent of the long-term rental units in the neighborhood are spending more than 35 percent of their income on rent. Charlie Ortega Guifarro *CGUIFARRO@MIAMIHERALD.COM*

Yet the neighborhood is among the 10 most popular for Airbnb investors in the City of Miami. Some 370 entire homes in the ZIP code are listed on the site. Airbnbers can charge an average daily rate of $107, enabling them to earn 40 percent more renting homes there to tourists instead of locals. Thirty percent of hosts control 63 percent of Airbnbs in the area.

One investor is mortgage broker Nicholas Lara, 29, who said he runs 11 properties across the county. Four of his Wynwood units fill a 1960s apartment building. Real estate records show that in January, all four units were rented for $1,700 per month. They became available on Airbnb in February for around $150 per night and already have dozens of positive guest reviews. Lara said he expects he can make up to $400 per night on the units during big events like music festivals.

Lara said he got into the business when an Airbnb host approached him about renting one of his units out on the site. He agreed and accepted the $3,400 rent payment. When he saw that the host was making around $10,000 per month, he said he decided to give it a try. Slowly, he said, he converted all of his long-term lease apartments to Airbnbs.

“This is a home-run industry,” he said at a recent seminar in Broward titled “The Scoop on Airbnb.” He called the boom in Airbnbs in South Florida a phenomenon that only businesses would outlast. “This weeds out people who are riding the wave. If you’re a business — not just renting out a spare room — and working as a

professional, you're going to be fine."

Nicholas Lara, who said he operates this 1960s single-family home in the historically black section of Coconut Grove, said he pays the owner $2,400 in rent for the house. It launched on Airbnb for around $170 a night and has drawn five positive reviews since May. Charlie Ortega Guifarro *CGUIFARRO@MIAMIHERALD.COM*

The Grove's 33133 ZIP code encompasses the gated Grove Isle condo complex — where apartments start at $4,000 a month — and crosses U.S. 1 into Coral Gables. The ZIP code is the 9th most popular for Airbnbers with around 450 homes today. Twenty-six percent of hosts control 62 percent of the listings in Coconut Grove.

The median income among the 35,000 locals who live in the area is $65,000, above the county median. Still, more than half of people who rent in Coconut Grove spend more than 35 percent of their income on rent. There are around 17,000 housing units in the ZIP code.

Lara said he operates two homes in the historically black West Coconut Grove, which faces increasing gentrification. In Coconut Grove hosts can make around 16 percent more renting to tourists than locals, according to BNBVestor. Lara said he approached the owner of a 1960s three-bedroom house listed for rent for $2,700 per month and offered her $2,400 per month for two years. He said he invested $10,000 upgrading the property with renovations and furniture. The house is listed on Airbnb for around $170 per night and received five positive guest reviews since May. The 1930s duplex Lara said he manages a few blocks away debuted on Airbnb around the same time for around $100 a night and already has two positive reviews.

UNINCORPORATED MIAMI-DADE

Outside the limits of Miami-Dade County's 34 cities, county zoning rules govern short-term rentals.

At the recent seminar for aspiring Airbnb entrepreneurs in Doral, Mago suggested the county as the ideal place to break into the business.

"If you want to be safe...stick to unincorporated Miami-Dade," he said.

And with good reason. The county's rules are largely ignored, according to the numbers.

The county began requiring permits, known as "certificates of use," when it passed regulations for Airbnb and its smaller competitors in the fall of 2017. But while at least 725 short-term vacation homes are listed on Airbnb in the county's unincorporated area, Miami-Dade has only 58 required permits on file as of this spring.

County regulators are asking the San Francisco-based online booking giant for help in making its short-term renters obey the rules.

"We are communicating with Airbnb, because we'd like to have their assistance in fostering some greater compliance," said Lourdes Gomez, deputy director of the county's Regulatory and Economic Resources Department, which oversees zoning and permitting.

She said the county's squad of code enforcers rely on complaints to start cases, and that suburban residents have mostly stayed silent on issues involving short-term rentals. Trash and parking dominate the calls, accounting for more than 11,000 complaints in the last 12 months. Vacation rentals accounted for 48.

If enforced, the 2017 legislation could be a significant hurdle to the practice of a host renting multiple units. For the low-density zoning areas, the county requires the person renting a short-term unit to also live there for at least six months out of the year. That zoning area holds about 250,000 residences, accounting for about 60 percent of all units in the unincorporated area.

Dubbed the Mango House for the tree in the backyard, the Airbnb listing in unincorporated Miami-Dade near the University of Miami launched in May starting at around $110 a night and already has two positive reviews. Charlie Ortega Guifarro *CGUIFARRO@MIAMIHERALD.COM*

Gomez noted the county rules restrict parking to the property being rented as a short-term rental, and require enough curbside pick-up bins to handle trash for the maximum occupancy allowed. She said those quality-of-life issues were the county's priority for short-term rentals.

"As long as Airbnb can operate in a way that's invisible to their neighbors, that's the framework we wanted," she said.

Sebastian Giraldo, 28, is one of the few with a certificate for his property, a single-family home near the University of Miami in a ZIP code shared by Coral Gables and unincorporated Miami-Dade with nearly 5,000 dwellings; 90 are listed as Airbnbs, according BNBVestor. The home is one of 15 Airbnbs he said he manages in Miami-Dade. Giraldo said he originally called the owner of the house about a different property of his — an apartment building in Edgewater — seeking to rent the units there through Airbnb. He said the owner wasn't comfortable kicking out tenants who had lived in the building for decades but asked if he'd be interested in a 1940s three-bedroom house where his tenants paying around $2,400 a month would soon be moving out.

Giraldo said he invested $15,000 in renovating the house; he and the owner are splitting the Airbnb earnings. Now dubbed the Mango House for the tree in the backyard, the listing launched in May starting at around $110 a night and already has two positive reviews.

According to BNBvestor, owners can make 24 percent more renting to tourists in that neighborhood.

"Once football season starts, graduations — we're going to be set," Giraldo said. "There's opportunity here; you just have to navigate the regulations."

MIAMI BEACH

In Miami Beach, rentals of six months or less are illegal in most residential areas, but that hasn't kept a large vacation rental market from flourishing. The city licenses fewer than 1,000 short-term rentals, but approximately 4,500 entire homes are advertised on Airbnb, according to BNBVestor data.

From March 2016, when Miami Beach first instituted its current fine structure — which starts at $20,000 — through March 2019, code compliance officers cited approximately 260 different units for violating short-term rental laws, records show.

The list of fines is full of addresses in historic South Beach buildings that once provided affordable housing for the waiters, bartenders and hotel workers who power the island's tourism industry.

And the 260 units that have been cited — some of them multiple times — are just the tip of the iceberg.

Over the past five years, the number of short-term rental investigations in Miami Beach has nearly tripled, from roughly 600 during the 2013-14 fiscal year to more than 1,700 last year. To cite a property owner for operating a vacation rental, code enforcement officers must visit the property while it's being rented and secure confirmation from guests. That isn't always possible.

This year Airbnb agreed to prevent people from creating listings for homes in areas where Miami Beach doesn't allow short-term rentals, but stopped short of requiring hosts to get permits from the city. Airbnb sued Miami Beach over its new ordinance mandating both things in January.

Illegal vacation rentals aren't the only problem.

The city also allows short-term rentals in specific areas, including a swath of North Beach, which has traditionally been home to some of the island's most affordable neighborhoods.

One of the less than 1,000 legal short-term rentals is 8040 Harding Avenue, a typical 1940s Miami Modern apartment building in North Beach with an exterior staircase. Carlos Dominguez and his wife Carmen bought the property in 1991 for $200,000 and rented the apartments to locals.

A decade ago this 1940s Miami Beach apartment building was home to construction workers and grocers. Now, all eight units are legal short term rentals. Kyra Gurney *MIAMI HERALD*

"There were people who worked in Miami Beach and people who were retired and others who worked in Miami," Dominguez said. "Some of them worked in construction, others in a grocery store. They weren't lawyers or doctors."

But Dominguez and his wife sold the building in 2009 and the current owner, a company called Caurus LLC, operates all eight apartments as legal short-term rentals. The units are offered online on various rental platforms — currently not Airbnb — for $129-to-$142 a night. Caurus LLC's representatives listed on the state's official Sunbiz.org website are Matteo Soldatini and Gabriele Braha; one declined to comment and the other could not be reached.

Residents have noticed the strain on Miami Beach's already-limited stock of reasonably priced apartments. The city's Human Rights Committee has discussed the impact of the proliferation of short-term rentals, said chair Alan Fishman.

The problem, he said, is that "people have found it more lucrative to rent their apartments nightly" to tourists than to rent to residents for a year at a time. "We're finding that workers that work here cannot find affordable housing to live here," Fishman said.

Miami Beach hasn't yet been able to collect all of the nearly $8 million in fines it has levied against property owners, but the city has pocketed more than $500,000 so far.

Initially, Miami Beach planned to spend the first $200,000 on homeless services and 80 percent of any additional fines on affordable and workforce housing needs. Commissioners later decided to set aside all $500,000 for homeless and domestic violence services. Commissioner John Elizabeth Alemán, who proposed the idea of using short-term rental fines for affordable housing, said she hopes future fines can be used for that purpose.

“I do hope we’re able to accumulate some serious funds in that account and actually put a dent in affordable housing,” she said.

Vijma Maharaj takes a photo of documents presented by Michael Simmer, a tourist who stayed at 1518 Drexel Avenue, an illegal short-term rental in Miami Beach, on Friday, February, 22, 2019. AL DIAZ *ADIAZ@MIAMIHERALD.COM*

Not all affordable housing advocates think vacation rentals should be painted with the same brush. Sarah Leddick, a Miami Beach resident who sits on the city’s affordable housing advisory committee, said that she and her colleagues have talked about the negative impact short-term rentals have had on affordable housing, particularly in North Beach. But Leddick said that when it comes to short-term rental regulations, “one size does not fit all.”

She wants to see the city lower the legal rental period to two weeks or a month in some areas to accommodate responsible visitors staying on the island for more than a few days. She said that would help house hunters who need somewhere to stay while they’re looking at properties on the island, for example.

In some cases, the existing fines do seem to be dissuading owners from renting illegally.

Neighbors of a two-story apartment building at 1518 Drexel Ave. in the heart of South Beach say the building once provided housing for young people who worked in the area. “Basically the residents were like most residents in the neighborhood area. The property didn’t stick out,” said one neighbor.

The building was converted to condominiums in 2015, according to county records, and the property became “a full-blown hotel,” said the neighbor, who asked that his name be withheld. A person associated with the short-term rental operation previously threatened residents in his building, he said.

Over the past three years, city records show, the owners or operators of 15 of the building’s 24 units have been cited for illegal short-term rentals, although the owners are appealing some of the fines. When the Miami Herald accompanied a code compliance officer on her rounds in February, the officer encountered out-of-town visitors staying in several apartments in the building and cited the owners.

Since then, the neighbor said, the units no longer appear to be short-term rentals. The building hasn’t been cited for vacation rentals since February, city records show.

On a recent Monday afternoon, the building showed signs of long-term tenants. There was a scooter parked in the interior patio under a rain tarp and shoes arranged near the window of a second-story apartment.

“How many other affordable residential properties are ‘missing’ because they are used as illegal hotel rooms in Miami Beach and SoBe in particular?” the neighbor said in an email. “If it is affordable housing the city is concerned about, then stop all the multi-family building units from being used as hotel rooms,” he added. “That is the quickest way to add the most affordable housing units in Miami Beach.”

THE HOTEL EXPERIENCE

At the Airbnb seminar in Broward on a recent Thursday, Mago asked everyone in the audience of 50 to raise their hands if they already operate Airbnbs.

One Airbnb entrepreneur who declined to give her name said she began her short-term rental career five years ago, while she was on maternity leave in her Miami apartment. A neighbor moved out and the unit became vacant, so she said she asked

the landlord if she could pay rent for it and then rent the apartment on Airbnb. Once she saw how lucrative it could be, she gobbled up four more units in the building. Now she said she manages 10 units in total and attends monthly meet-ups with Giraldo and other Airbnbers.

“Five years ago [landlords] didn’t know what Airbnb was,” she said. “I was able to take care of my child.”

The true number of people who have a stake in the Airbnb business is difficult to calculate. There are cleaning, communication and furniture companies entirely dedicated to facilitating short-term rentals — for a price. The more properties you have, the more money you can make, and the less maintenance you have to take care of yourself.

“The goal is not to have two properties, it’s to have 100 properties.,” said Mago.

One thing experienced Airbnbers made clear to those just starting out: as much as tourists say they want an authentic experience, they don’t actually want to stay in someone else’s home if they don’t have to.

The beach basket at Paola Ugolini’s Airbnb cottage, includes towels, lunch boxes and other beach essentials. Her Biscayne Park guesthouse is the most popular Airbnb listing in Florida. CHARLES TRAINOR JR. *CTRAINOR@MIAMIHERALD.COM*

“If you’re going to rent your own house, that’s not a business,” Mago said. “You need to give them the hotel experience.”

Often that comes down to the details: Leaving guests a bottle of wine, or securing them discounts at local restaurants and bars. Most importantly, though, is clearing out any personal belongings and making the entire property as Instagrammable as possible.

“I want people to come into my Airbnb to say look at this,” said Lara while raising his phone high in the air and pretending to pose for a selfie. “This gives us the opportunity as everyday people to break into the hospitality business without millions of money on a hotel.”

The end goal for these Airbnbers is to have guests book directly with them and cut out the platform altogether. Many promote their short-term rentals on social media and collect guests’ emails so they can send them discounts for future stays.

Giraldo said he recently secured a deal with the owner of an eight-unit apartment building in Wynwood to kick out each current long-term tenant when their leases come up for renewal. Asked if he was worried about the impact of the Airbnb business on affordable housing for locals, he responded like a true capitalist.

“It’s a free market, let the markets behave,” he said. “There’s always going to be the suburbs.”

Do you know of a formerly affordable property converted into an Airbnb? Get in touch: tdolven@miamiherald.com

ABOUT THIS SERIES

Priced out of Paradise is an ongoing series about housing affordability in South Florida. Read previous installments at MiamiHerald.com/pricedoutofparadise.

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The Airbnb Effect On Housing And Rent



Gary Barker Senior Contributor ⓘ

Real Estate

I write about sales and rental property trends in the UK.



Airbnb currently hosts over 7 million listings and is active in more than 100,000 cities across 220 ...

[+] SHUTTERSTOCK

The Wall Street Journal reported earlier this month that Airbnb had recorded a $322 million (£248.65 million) net loss in the first nine months to September in 2019. That's a considerable drop from the $200-million profit reported by the world's largest online marketplace for lodgings in 2018.

For a company with a valuation of $31 billion, according to Pitchbook in 2017, it's a sign that the horn of this start-up unicorn might just be a carrot ahead of its hotly anticipated public IPO later this year.

However, although this is disappointing news for Airbnb stakeholders and investors, cities and countries around the world suffering from extended housing crises may celebrate its diminishing market influence.

The influence of the so-called 'Airbnb effect' on local housing markets has grown into a significant cause for concern, particularly when looking at its impacts on housing stock, prices and communities.

But even if Airbnb really is damaging local housing markets, can anything be done to stop the hugely popular, multi-billion-dollar juggernaut?

The cost of the world's largest holiday platform

MORE FOR YOU

Has The U.K. Property Market Hit Its Ceiling?

Airbnb currently hosts over 7 million listings and is active in more than 100,000 cities across 220 countries and regions. It's not lacking in vision either – Airbnb aims for 1 billion guests annually by 2028.

The platform is widely enjoyed for its access to holiday lets ranging from single rooms to entire properties, varying in quality and affordability, *and* offering a markedly different experience to that found in a hotel.

Then there are the clear economic benefits for local economies that stand to gain from the increase in tourists supported with a wider variety of affordable and available holiday listings. Homeowners and landlords also benefit, as turning their rooms and properties into short-term lets can offer an alternative and lucrative source of revenue.

But in recent years the impact of Airbnb's service on local economics and rental markets has come under the spotlight. And analysis conducted by the Economic Policy Institute, a non-profit, non-partisan American think tank, found that the economic costs of Airbnb likely outweigh the benefits:

'While the introduction and expansion of Airbnb into cities around the world carries large potential economic benefits and costs, the costs to renters and local jurisdictions likely exceed the benefits to travellers and property owners.'

The 'Airbnb effect' is to some extent remarkably similar to gentrification in that it slowly increases the value of an area to the detriment of the indigenous residents, many of whom are pushed out due to financial constraints.

Cities, popular ones especially, seem to fare the worst. In major cities such as Amsterdam, Barcelona, Edinburgh, and Los Angeles, studies on the 'Airbnb effect' have found that over-tourism facilitated by platforms such as Airbnb negatively impacts on house prices and communities.

The short-term rental sector is just as affected. Research conduced by the *Harvard Business Review* across the US found that Airbnb is having a detrimental impact on housing stock as it encourages landlords to move their properties out from out of the long-term rental and for-sale markets and into the short-term rental market.

A separate U.S. study found that a 1% increase in Airbnb listings leads to a 0.018% increase in rents and a 0.026% increase in house prices. It might not seem like much on the surface but there's a cost creep for those looking to rent long-term or buy.

It would be a mistake to say all markets are equal, but housing markets in the U.S. have a socioeconomic cousin across the pond, and for the city with the world's highest number of Airbnb listings, it should indicate a warning.

A case study: What's happening in the U.K?

Airbnb's U.K. growth has been rapid and extensive. If you were wondering which global city has the greatest number of Airbnb listings, it's London, with over 80,000 listings – and 55% plus of these listings are for entire properties.

Some see this as an opportunity for agents, that 2020 could be the 'year of Airbnb'. That certainly could be true for short-term landlords, and agents looking to take a bite of that market. But of this I would be wary, as short-term gain can undermine long-term sustainability.

A recently published report from the London-based economic research consultancy Capital Economics, commissioned by ARLA, analysed the scale of U.K.'s short-term lets sector and the wider implications for the private rented sector. The research found that active listings on Airbnb in the U.K. increased from 168,000 in 2017 to 223,000 in 2018 – that's a 33% leap, and a significant market share of the growing U.K. lettings market. It's also not the whole picture though, as data for similar short-term lettings services like Booking.com and Homeaway are unavailable.

The report further showed that 2.7% of the U.K.'s 1.5-million strong landlord population have already made the switch from long-term rental properties in the private rented sector to short-term lets, equating to 50,000 homes made unavailable to long-term tenants.

And worryingly, around 10% of U.K. landlords surveyed responded that they are considering moving their private rented properties to the short-term market.

The factors behind this are myriad, but over one-third of landlords surveyed acknowledged that it was because of changes to mortgage interest relief, which from April this year will be reduced to a 0% deductible.

Other forms of long-term regulation including higher stamp duty, the Tenant Fees Act, and the abolishment of Section 21 legislation currently under consideration are also cited as factors persuading landlords in the buy-to-let sector that the grass is greener on the other side.

Here's the kicker. If every landlord in that 10% does move their properties to the short-term market, up to an estimated 470,000 properties would be removed from the private rented housing supply – around 8.7% of the entire U.K. rented sector stock. And that would significantly stretch already strained housing supply.

I've said previously that supply and demand in the lettings market is a leaking ship that threatens to capsize landlords and tenants if not navigated correctly through rough waters. If more stock is moved into the short-term lettings market through platforms like Airbnb it could have collateral impacts on the wider market.

Airbnb claims that between July 2017 and July 2018, the U.K. economy gained £3.5 billion from hosts and guests using the platform, with an estimated 8.4-million inbound guests using the platform over this period.

Great for the economy, you might think? But a healthy housing market is the real bedrock of a healthy economy, and the U.K. housing market is not in great straits at the moment.

Restrained confidence and uncertainty due to the earlier election and Brexit are only now loosening up. But whilst market confidence is returning, low stock in both the sales and rental markets is pushing up prices.

The latest Home Asking Price Index reports that total sales stock is down 10.1% year-on-year in February; and it's worse for the rental sector, with the supply of available rental properties in the U.K. down 18% over the same period.

Low supply and increasing rents in the U.K. are a major concern. The latest official government statistics on U.K. rental housing show that private rents have increased 1.5% year-on-year in the 12 months to January 2020. But an extended trend outlook reveals that between January 2015 and December 2019, private rents increase by 8.6%. That's a significant increase.

It's even worse for the London, Airbnb's bread and butter. According to Rightmove, asking rents in the capital have increased almost twice as quickly compared with the rest of the U.K.

Many Londoners are now paying more than half their income on rent each month. And with more than 1 in 50 London homes listed as short-term lets, it's questionable whether Airbnb can continue its free reign throughout the capital and the U.K. when the country is in such dire need for affordable housing stock.

Pushing back against the short-let industry

With spiralling costs fuelling a chronic housing crisis, the voices calling for regulation of Airbnb-style short-term lets are getting louder.

The U.K. lags behind other countries when it comes to regulation for short-term letting sites like Airbnb, and it might be time to reconsider that. Research unveiled by *The Guardian* on February 20 reveals that in some parts of the U.K. one in four homes is an Airbnb listing.

Simultaneously produced research from the publication highlights that Airbnb's presence in certain barrios (neighbourhoods) in Spain has pushed rent increases by as much as 50%, forcing locals to move to more affordable areas. It's a warning sign the U.K. would do well to take note of.

Several countries and cities have started to push back against Airbnb and other short-term lettings platform because of the impacts felt on local communities and housing costs:

Berlin has enforced restrictions against short-term lets on platforms like Airbnb since 2016, requiring landlords to acquire a permit if they want to rent 50% or more of their main residence as a short let.

New York City is currently embroiled in a legal battle with Airbnb regarding the turn-over of host data. In fact, since launching in 2008, Airbnb has been involved in at least 11 lawsuits against an American city or state, with the majority of cases taking place within the last two years.

Edinburgh will soon bring in a licensing scheme from 2021 empowering councils to regulate 'holiday-style' lets if they feel it's better for local communities. And in 'control areas', landlords will require planning permission before they can convert a whole property for short-term lets.

Perhaps to pre-empt any future legislation in London, Airbnb introduced in January 2017 the '90-Day Airbnb Rule', whereby short-term rentals for entire homes are capped at 90 days per year. But this has had mixed results, and research commissioned by City Hall has suggested that as many as 23% of London's approximately 80,000 listings at the time of study were in breach of the 90-day limit.

Airbnb has disputed the figures, claiming the data is wrong as it comes from third-party scrapers which it considers inaccurate.

There have been calls to introduce a licencing scheme for the rest of the U.K., similar to what's being introduced in Edinburgh. But this scheme is not being introduced by the government of city councils, it's an Airbnb initiative.

Who really has the lead on legislation?

Back in January, Airbnb won a significant victory in a top E.U. court to be ruled as an 'information society service', or an online platform rather than an estate agency, if you will. It means that they get to avoid stringent regulations in place across Europe affecting how the company operates, and

for the time being (whilst the U.K. remains part of the E.U.) gives them stronger freedoms against regulation in cities such as London.

Airbnb is certainly happy with the result, but does it match with the platform's recent corporate pledge to make a 'positive contribution to society'? That could be the intended impression.

The platform this month kicked off a series of registration roadshows in cities across the U.K. The aim of which is to 'consult on proposals for a clear, modern and simple registration system for short-term rentals in collaboration with policymakers, communities and local hosts.' In a recent ITV interview, they stated that: "We are good partners to cities and we have worked with more than 500 governments and organisations around the world to help hosts share their homes and follow the rules. We were the first platform to work with London to limit how often hosts can share their homes and we have led calls for a national registration system in the UK."

It should be taken as a positive that Airbnb is trying to lead the way on responsible legislation. But forgive the cynic in me if I'm a little less optimistic. What's more likely is that Airbnb is well aware of the impacts of their service in many cities and is trying to control the narrative and build a favourable impression ahead of their expected IPO later this year, whilst safeguarding against any threats towards their future revenues.

In summary

Whilst it's easy to slay Airbnb as the cause of rising prices and lack of rental stock in popular cities, one can't help but wonder if they aren't merely the backdoor escape for landlords that have been cornered into an impossible scenario, with everything from scrapped tenant fee bans to zero mortgage relief, to a list of compliancy legislation so lengthy that it's near impossible to self-manage a property, counting against them. Perhaps Airbnb is just the tip of the iceberg, where an unforgiving approach to landlords and a lack of government capacity to deliver on their house-building promises are the

bulk of the problem that's propping up Airbnb as the visible, easily targeted problem.

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Research: When Airbnb Listings in a City Increase, So Do Rent Prices

by Kyle Barron, Edward Kung, and Davide Proserpio

April 17, 2019



HBR Staff/Westend61/Getty Images

Summary. Airbnb has listings for millions of properties around the world, but what does its popularity mean for the cities it operates in? According to a new study, it leads to an increase in rents. The authors examined zip code–level data on rent prices and demographic data... **more**

Only a few years ago, most travelers stayed in hotels. Airbnb changed that. As of 2018, the company offers over 5 million properties, in over 85,000 cities across the world, and its market valuation exceeds $30 billion. In 2017 alone, Airbnb users booked over 100 million nights.

But what does the company's growth and popularity mean for the cities and municipalities it operates in? According to Airbnb, it brings more money to these cities, in the form of both rental fees and the money that renters spend during their stays. The company also notes that roughly three-quarters of its listings aren't in traditional tourist neighborhoods, which means that money is going to communities typically ignored by the hospitality industry.

Critics, on the other hand, have argued that home-sharing platforms like Airbnb raise the cost of living for local renters. There is not much evidence to support this claim one way or the other, though a study focused on Boston found that an increase in Airbnb listings there was associated with an increase in rents. It is not difficult to see why the idea could be true more widely: By making short-term rentals easier, Airbnb could cause some landlords to switch their properties from long-term rentals, which are aimed at local residents, to short-term rentals, which are aimed at visitors. Cities and towns have a finite supply of housing, so this process would drive up rental rates over time.

Because of the limited empirical evidence, we decided to dig deeper. The results of our analysis are in a working paper. We started by collecting data from three sources: (1) consumer-facing information, from Airbnb, about the complete set of Airbnb properties in the U.S. (there are more than 1 million) and the hosts who offer them; (2) zip code–level information, from Zillow, about rental rates and housing prices in the U.S. real estate market; and (3) zip code–level data from the American Community Survey, an ongoing survey by the U.S. Census Bureau, including median household incomes, populations, employment rates, and education levels. We combined these different sources of information in order to study the impact of Airbnb on the housing market.

However, measuring this impact is not straightforward. The main challenge is that the housing market is, of course, affected by factors other than Airbnb, such as gentrification and economic trends. In our study, we control for these factors, and additionally use a technique known as instrumental variables to isolate the part of housing costs that is driven only by changes in Airbnb supply.

In simple terms, we argue that if a zip code is "touristy," meaning it has a lot of restaurants and bars, and if awareness of Airbnb increases, which we measure using the Google search index for the keyword "Airbnb," then any jump in Airbnb supply in that zip code is likely driven by an increase in demand for short-term rentals through Airbnb, rather than local economic conditions.

Under this assumption, we show that a 1% increase in Airbnb listings is causally associated with a 0.018% increase in rental rates and a 0.026% increase in house prices. While these effects may seem very small, consider that Airbnb's year-over-year average growth is about 44%.

This means that, in aggregate, the growth in home-sharing through Airbnb contributes to about one-fifth of the average annual increase in U.S. rents and about one-seventh of the average annual increase in U.S. housing prices. By contrast, annual zip code demographic changes and general city trends contribute about three-fourths of the total rent growth and about three-fourths of the total housing price growth.

These results show that Airbnb does have an impact on the housing market. However, they don't tell the full story of how it is happening. In our study, we present two additional results that help explain the underlying economics.

First, we show that zip codes with higher owner-occupancy rates (the fraction of properties occupied by the owners themselves) are less affected by Airbnb. Those rates are important because the landlords who switch their properties from long-term rentals to short-term

rentals are those who don't live in the houses they rent. Owner-occupiers do use Airbnb, but they use it to rent out their spare rooms or perhaps the whole home while they are away. However, these homes are still primarily occupied by a long-term resident (the owner), so they are not the ones being reallocated as short-term rentals through Airbnb.

Second, we present evidence that Airbnb affects the housing market through the reallocation of housing stock. By looking at housing vacancies, we show two things about the Airbnb supply: it is *positively* correlated with the share of homes that are vacant for seasonal or recreational use — which is how the Census Bureau classifies houses that are part of the short-term rental market — and *negatively* correlated with the share of homes in the market for long-term rentals.

Taken together, our results are consistent with the story that, because of Airbnb, absentee landlords are moving their properties out of the long-term rental and for-sale markets and into the short-term rental market.

Policy makers around the world are struggling to find the best way to regulate home-sharing platforms like Airbnb. On the one hand, these platforms allow homeowners to make money when they have more room than they need. On the other hand, absentee landlords are reducing the housing supply, which, in turn, increases the cost of living for local renters. According to our results, one way to reduce the latter effect while retaining the benefits of home-sharing would be to limit how many homes can be added to the short-term rental market, while still allowing owner-occupiers to share their extra space.

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Florida State University Law Review

Volume 38 | Issue 4 Article 2

2011

The Community Aspect of Private Ownership

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FLORIDA STATE UNIVERSITY
LAW REVIEW



THE COMMUNITY ASPECT OF PRIVATE OWNERSHIP

Nadav Shoked

VOLUME 38 SUMMER 2011 NUMBER 4

Recommended citation: Nadav Shoked, *The Community Aspect of Private Ownership*, 38 FLA. ST. U. L. REV. 759 (2011).

THE COMMUNITY ASPECT OF PRIVATE OWNERSHIP

NADAV SHOKED*

ABSTRACT

This Article advances a new understanding of property rights by introducing the concept of the community aspect of private ownership. Unlike traditional accounts, which assign property rights to the individual owner alone, this Article argues that property rights should be conceived as held by the individual owner in partnership with her immediate community. The neighborhood within which a residential property is located holds a limited interest in that property. The Article reaches this conclusion following a discerning reading of the prevalent theories of property law. As they have so far mostly failed to acknowledge this community aspect of ownership, writers in these diverse traditions have not been able to provide a conceptualization of ownership that will correspond to their theories' own premises. Through the prism of the community aspect of ownership, this Article thus provides not only a more accurate notion of ownership, but also a better view of the contending philosophies of property. In addition, this Article suggests a legal reform that will promote the community aspect of ownership by stabilizing neighborhoods experiencing rapid change in the form of either abandonment or gentrification. Finally, this Article examines the ways in which its proposed community-invested idea of ownership can be applied to problems in other fields of property, torts, and intellectual property law.

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I. INTRODUCTION

"For the quality of owning freezes you forever into 'I,' and cuts you off forever from the 'we.'" John Steinbeck, The Grapes of Wrath.[1]

On September 22, 1988, the City of Chicago issued a rezoning ordinance revising the land uses allowed on a parcel of land where an abandoned factory stood. The ordinance permitted commercial-residential planned development.[2] Maria Rodriguez, who lived nearby in a building she owned, should have been thrilled. Everyone predicted an increase in property values following the development—a true windfall for Ms. Rodriguez.[3] Nevertheless, Ms. Rodriguez did not view the ordinance as a blessing. Quite the opposite; she chose to go to court, arguing that the ordinance was a deprivation of her property in violation of the Illinois Constitution's substantive due process guarantees.[4]

How so? If anything, her private property rights appeared to have been enhanced, as real estate values were to increase. Yet Ms. Rodriguez was looking beyond this traditional perception of enhancement and deprivation of private property rights. She understood her property right as implying a broader entitlement; as being more than a mere economic private endowment. For Ms. Rodriguez, her private property right contained a community component without which it would lose much of its value. The rezoning ordinance was putting at risk that important element of her right. She feared the governmental act would entail a change in her community, offsetting any monetary gain brought about by the increase in the property's market value. She believed that the rise in property values following the rezoning would generate higher rents and property taxes leading to

1. JOHN STEINBECK, THE GRAPES OF WRATH 152 (centennial ed. 2002).
2. Rodriguez v. Henderson, 578 N.E.2d 57, 59 (Ill. App. Ct. 1991).
3. *Id.*
4. *Id.* (citing ILL. CONST. art. I, § 2).

residents' displacement, thereby changing the local social fabric. Similarly, she worried that higher taxes might force her to move. Though she would sell her house at a profit, she would not be able to recreate elsewhere the atmosphere of her old neighborhood. By thus potentially transforming the community, the ordinance could decrease her subjective valuation of her land, even though it did not touch her parcel or injure the parcel's objective valuation.

Such an argument strikes legal observers as novel, perhaps too novel. The Illinois trial court dismissed Ms. Rodriguez's complaint, noting that it was "unaware of precedent which would recognize an increase in the property value as an injury" to an owner.[5] But the state appellate court was undeterred by the unconventionality of the legal challenge, and it reversed the decision.[6] It explained that "even if [Ms. Rodriguez's] property might experience net dollar value increases, theoretically realizable in the future,"[7] she would suffer harms, "including destruction of . . . neighborhood social and commercial fabric."[8] Accordingly the court concluded that she had stated a constitutional claim.

In so doing, the Illinois Appellate Court implicitly recognized the community aspect of an owner's property right. The Illinois Constitution mandates due process of law when a person is "deprived of . . . property."[9] Ms. Rodriguez was not deprived of her property under any traditional understanding of the terms "deprivation" or "property."[10] The building was not confiscated, nor did it lose value.[11] Regardless, as the court understood, her holdings were being altered in an irreversible way. This alteration was as troubling as any other damage

5. *Id.* at 60.
6. *Id.* at 66.
7. *Id.* at 63.
8. *Id.* at 64.
9. ILL. CONST. art. I, § 2.
10. Neither was her property "taken," as this latter term is normally used and understood in constitutional takings clauses. The Illinois Constitution employs the term in its eminent domain clause. ILL. CONST. art. I, § 15 ("Private property shall not be taken . . . for public use without just compensation."). The term and its common legal meaning are not irrelevant for due process analysis since American courts have not always clearly distinguished the takings test from the due process test when reviewing zoning ordinances. To find that a zoning ordinance violated substantive due process rights the Illinois courts require a showing that the enactment was "arbitrary, capricious and unrelated to the public morals, safety and general welfare." Mercer Lumber Cos. v. Vill. of Glencoe, 60 N.E.2d 913, 916 (Ill. 1945). This test closely traces the federal standard, set by the Supreme Court in *Village of Euclid v. Ambler Realty Co.*, 272 U.S. 365 (1926). That landmark decision blurred the lines between due process and takings. *See* Steven J. Eagle, *Property Tests, Due Process Tests and Regulatory Takings Jurisprudence*, 2007 BYU L. REV. 899, 906-07 (2007). The ambiguity persisted for decades, even though takings jurisprudence appeared to have emerged as an independent body of law a few years earlier. The starting point for modern takings jurisprudence is *Pennsylvania Coal Co. v. Mahon*, 260 U.S. 393 (1922).
11. On the importance of loss of economic value in takings jurisprudence, see *Lucas v. South Carolina Coastal Council*, 505 U.S. 1003 (1992).

the government could inflict on her land. While maybe not directly invading Ms. Rodriguez's own private property, the government action was impinging on her community. The Illinois ruling stands for the idea that the value of the individual piece of private property is intertwined with the value of the surrounding community. This Article will argue that property law theory should embrace this view.

Owning property means more than owning land and walls. It denotes owning specific land and walls, which other lands and walls, owned by others, surround.[12] Owning land is owning a part of a specific community. Removal of the community, just like removal of the land and walls, alters the nature of the property right. It does so in a different way that might be perceived as less intrusive, but it does so nonetheless.

Ownership contains a community aspect, and this aspect of ownership is not merely an attribute of an owner's right that should be shielded from arbitrary government interference in the manner envisioned by the Illinois court. The community aspect of ownership is much more meaningful than that. Ms. Rodriguez's story illustrates this point nicely, for it did not end in the courts, where Ms. Rodriguez won the battle. Unfortunately, on her neighborhood's streets, she probably lost the campaign. Her neighborhood, West Town,[13] was to become the focal point for gentrification processes: households' median income soared by more than 50%, and the median home value rose 176%.[14] The neighborhood's racial composition exhibited a clear trend of change: the non-Latino white population increased from 27.4% to 39.39%, as the percentage of persons of Latino origin decreased from 59% to 46.85%.[15] Latino homeowners were squeezed out as the assessed value of their properties for tax purposes increased dramatically.[16] Thanks to all these developments West Town ended up extolled as the equivalent of New York City's SoHo;[17] unfortunately, this eventuality was in all likelihood the exact outcome Ms.

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12. Lee Anne Fennell coined the very useful and accurate term "the unbounded home." The home has come unbound since threats to its value originate from events and conditions that lie outside the parcel's boundaries and never cross those boundaries in a physical sense. Fennell mostly focuses on threats to the house's objective monetary value. LEE ANNE FENNELL, THE UNBOUNDED HOME: PROPERTY VALUES BEYOND PROPERTY LINES 13, 25 (2009).

13. The decision does not specify the location of the property, but it does include the address of the rezoned factory, which is nearby. It is within the West Town neighborhood.

14. *See* David Mendell & Darnell Little, *Rich '90s Failed to Lift All: Income Disparity Between Races Widened Greatly, Census Analysis Shows*, CHI. TRIB., Aug. 20, 2002, http://articles.chicagotribune.com/2002-08-20/news/0208200185_1_median-household-income-whites-blacks.

15. U. ILL. AT CHI. NATHALIE P. VOORHEES CENTER FOR NEIGHBORHOOD AND COMMUNITY IMPROVEMENT, GENTRIFICATION IN WEST TOWN: CONTESTED GROUND 20 (2001).

16. A case study of one home owned by a Latino family shows consistent increases, including a jump in assessed value of 117% between 1995 and 1996 alone. *Id.* at 17.

17. John J. Betancur, *The Politics of Gentrification: The Case of West Town in Chicago*, 37 URB. AFF. REV. 780, 792 (2002). For more on gentrification in West Town, see *id.*

Rodriguez was dreading. It must have been an interference with the community aspect of her ownership: a stark decrease in her property right's subjective value.[18] Yet the state court, which had identified such harm as a deprivation of property, could not have come to her rescue this time around. Its decision introduced a remedy applicable where the cause of harm was a specific governmental decision;[19] but here, the harm was generated mainly by the cumulative effect of private decisions made by Ms. Rodriguez's neighbors—a decision to sell their houses to gentrifiers and leave. The court was willing to act when there was state action: it addressed the problem within the contours of public law; but the underlying problem is broader than that—it extends to private law as well.

The fact that Ms. Rodriguez could find no legal redress for the diminution in her property right is a problem for property law. It also presents a challenge for the way we think about what property rights mean. This specific—though rather widespread—predicament endured by Ms. Rodriguez and her neighbors should propel us to engage a broader review of our theories of property. This Article will answer that call by highlighting the community aspect of ownership, thereby enriching our understanding of ownership as a concept and a legal institution. The time is ripe for such an intervention since the scholarly debate over the nature of property rights and their social role has recently gained much needed momentum.[20]

Yet, until it acknowledges the community aspect of ownership, this normative discussion will remain lacking. The action taken by the Illinois court was a bold move in recognizing the community aspect of ownership; still it was merely a first, and insufficient, step. In order for the community aspect of property to exist and benefit owners, it must also burden owners and limit their freedom. For Ms. Rodriguez to be able to safeguard the stable community that allowed her to enjoy her property, curtailing governmental powers was obviously not enough. Recognizing her neighbors'—and her own—obligations created by the community interest in property is, as this Article will explain, necessary.

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18. For details on racial conflicts and outrage of the Latino community, see U. ILL. AT CHI., *supra* note 15.

19. For examples of earlier such proposals, see Frank I. Michelman, *Property as a Constitutional Right*, 38 WASH. & LEE L. REV. 1097 (1981) and Richard Lewis, *Destruction of Community*, 35 BUFF. L. REV. 365 (1986).

20. *See, e.g.*, JOSEPH WILLIAM SINGER, ENTITLEMENT: THE PARADOXES OF PROPERTY (2000); LAURA S. UNDERKUFFLER, THE IDEA OF PROPERTY: ITS MEANING AND POWER (2003); Abraham Bell & Gideon Parchomovsky, *A Theory of Property*, 90 CORNELL L. REV. 531 (2005); Hanoch Dagan, *The Craft of Property*, 91 CALIF. L. REV. 1517 (2003); Michael A. Heller, *The Boundaries of Private Property*, 108 YALE L.J. 1163, 1193-94 (1999); Thomas W. Merrill & Henry E. Smith, *Optimal Standardization in the Law of Property: The* Numerus Clausus *Principle*, 110 YALE L.J. 1 (2000).

The right to a stable community carries a correlative duty on community members, i.e., the opposite of an unlimited freedom to move out.[21] Lee Ann Fennell explains that while property within a neighborhood can be divided into individually owned units, important aspects of neighborhood life (e.g. "atmosphere" and greenbelts) are not amenable to being parceled out.[22] Thus, as she argues, the neighborhood has both privately owned elements and elements held in common by all neighbors and it should be viewed as a semicommons.[23] This very valid point can—and should—be carried further. Even the supposed privately owned elements of the community (i.e. individual parcels and structures) contain elements held in common. The concept of the community aspect of ownership, as promoted by this Article, holds that private property rights, normally perceived as belonging to the individual owner alone, are in fact held by the owner in partnership with the surrounding immediate community. In this partnership, the owner is by far the senior partner—her stake in the land is much greater than the neighborhood's. Still, other members of the community hold an interest in the individual homes of their counterparts, as the latter affect their enjoyment of their own homes. A private owner has a right to expect the law to protect her property interests, and the community has a right to expect the same. The community interest in ownership, and the community itself, cannot be obliterated without hindrance. The neighborhood's interest in the properties of residents entails the maintenance, at least to some degree, of community stability, even at the cost of making it more burdensome for owners to exercise their freedom to sell their properties and leave.

This community interest in ownership should be introduced since it is a natural outgrowth of our thinking about property. As long as we do not recognize it, the property rules we adopt fail to serve their function. They treat a right that is inherently social as if it were a mere individual entitlement, independent, in its enjoyment, promise, and setbacks, from the surroundings. Commonly, it is assumed that this is only true if communitarian or relational conceptions of property law's role are adopted. These approaches highlight property rights' contextual and social nature.[24] When read in this fashion, it is easy to detect in property rights a community aspect. Yet property is not always interpreted in this way. For some theories of property, property is all about the individual and her independence from soci-

21. On rights and their correlatives, see Wesley N. Hohfeld, *Some Fundamental Legal Conceptions as Applied in Judicial Reasoning*, 23 YALE L.J. 16, 30-44 (1913).

22. FENNELL, *supra* note 12, at 55, 64.

23. On semicommon property rights, see Henry E. Smith, *Semicommon Property Rights and Scattering in the Open Fields*, 29 J. LEGAL STUD. 131 (2000).

24. *See infra* Sections II.A and II.C.4.

ety. According to such worldviews, property stands for privacy, for the ability to detach oneself from others' desires and pursue idiosyncratic preferences.[25] Still it is the thesis of this Article that even in reliance on such individualistic theories of property the community's stake in private ownership cannot be ignored. Even without assuming that society predates private property, or that the community's existence is an objective good, the community should be viewed as owning a stake in an individual's private property. Recognizing this element of ownership entails a certain role for property rules: property law should do more to stabilize communities so that the community aspect of a given property is preserved.

In order to make this argument, Part II will analyze the competing theories that account for the existence of property rights and will demonstrate why law should recognize the community interest inherent to property rights. The first theory to be examined will be communitarianism, under which the case for the community aspect of property is the easiest to make. Afterwards, I will move to theories that at first blush appear less hospitable to my argument, examining utilitarian and right-based arguments. The objective of the exercise made in Part II is to illustrate how these diverse theories can all justify, and even necessitate, the recognition of the community interest in property. It follows that it is not the goal of Part II, or of this Article as a whole, to pass judgment on the merits of these rival theories of property.

By the same token, the reader need not adopt all of the perspectives presented in Part II in order to accept my conclusion. On the contrary, Part II aims at proving that be one's preferred theoretical approach to property as it may, she should seriously consider the existence of the community aspect of private property. In this regard this Article assumes an approach that differs from that embraced by most property theorists whose work is reviewed in Part II. Adherents of competing schools of thought normally write with the aim of refuting their counterparts' theories. They thus focus on the polarities between theories. In this Article, I will rather try to bridge the gap between the different theories. I will demonstrate that, despite their many important contrasts, and mostly without even realizing it, these theories share common grounds with regards to the interplay of community and ownership. Without renouncing their own tenets or claims at exclusivity and superiority, the disparate theories should embrace an understanding of property that includes a community aspect. In order to make this argument in a coherent and persuasive manner Part II will introduce the contending theories with some detail. Those well versed in the relevant literature might naturally prefer to

25. *See infra* Sections II.B and II.C.1-3.

read the more general segments of the discussion less closely and focus on the more particularized treatment of the community aspect.

To better understand the meaning of this proposed community aspect, I will supplement the theoretical discussion with a practical one. Part III will explain how the new understanding of the essence of property emerging from Part II should affect property law. As one possible application I will put forward a novel approach for tackling rapid neighborhood change—in the form of gentrification or abandonment—relying on varied legal tools including local taxation, rent control, and the provision of municipal services. Part III will thereby address the problem faced by Ms. Rodriguez and the many others whose plight as owners is currently ignored. Part IV will further bolster the theoretical argument by reviewing its implications for other legal rules in the fields of property, nuisance, and intellectual property.

Finally, an important caveat should be kept in mind throughout this Article. The community right suggested here is not absolute. I am arguing that the community should be accorded partnership status in private properties. But in our liberal society, the community is solely the owner's *junior* partner—and it must remain so. While property has a community aspect that should provide security and assure some degree of neighborhood stability, property is also a tool to promote liberty. The community interest in ownership does not imply an attempt to negate an owner's ability to move out of her home and community. As its name indicates, the community aspect of ownership merely calls for the introduction of another aspect to private ownership, not for the institution's abolition.

II. THE COMMUNITY ASPECT OF PRIVATE OWNERSHIP AND PROPERTY THEORY

A. Communitarian Theories

In an influential study, sociologist Herbert Gans found that Levittown, New Jersey—the quintessential postwar American suburb—was neither an economic unit whose members depended on each other, nor a cohesive social body.[26] In this respect it differed greatly from earlier communities, such as the medieval town.[27] Nevertheless, Gans discovered that in Levittown, very much like in the medieval town, there was the possibility of "an intense identification with the community" if exposed to an external threat.[28] Communitarian theo-

26. HERBERT J. GANS, THE LEVITTOWNERS: WAYS OF LIFE AND POLITICS IN A NEW SUBURBAN COMMUNITY 145 (1967). The town has since reverted to its original name: Willingboro Township.

27. On the medieval town, see GERALD E. FRUG, CITY MAKING: BUILDING COMMUNITIES WITHOUT BUILDING WALLS 27-30 (1999).

28. GANS, *supra* note 26, at 145.

ries seize upon this persistent sociological, non-materialistic role of communities in defining individuals.

Though pursued elsewhere for decades, these theories' application to property discourse is a recent phenomenon.[29] Nonetheless, as they make the most natural argument for recognizing community attributes of private ownership, they should serve as the starting point for this Article's theoretical discussion. This Section will show how communitarianism recognizes the community element inherent to ownership and advocates for an ensuing need to maintain stable neighborhoods.

1. The Communitarian Worldview

Communitarian thought evolved in reaction to the liberal tradition,[30] and many of its proponents trace its roots to the Aristotelian idea of the "good life."[31] Communitarians reject the liberal notion that the "right" is prior to the "good." They believe that "principles of justice depend for their justification on the moral worth . . . of the ends they serve,"[32] i.e., on a particular conception of the good life.[33] This position stands in stark contrast to the liberal aspiration at neutrality, epitomized in the positioning of individual liberty as the substitute for any predetermined set of values describing the good life. This liberal celebration of individual liberty is grounded in a conception of the individual that is rejected by communitarians.

The liberal individual is depicted by communitarians as an empty, atomized, disembodied, solitary, characterless self. The liberal self exists before her attributes, associations, and ends, which she only

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29. *See, e.g.*, Gregory S. Alexander & Eduardo M. Peñalver, *Properties of Community*, 10 THEORETICAL INQUIRIES L. 127 (2009); Eduardo M. Peñalver, *Property as Entrance*, 91 VA. L. REV. 1889 (2005). In addition, Gerald Frug applied communitarian theories to local government law, FRUG, *supra* note 27, at 85-89, and Gregory S. Alexander, *Dilemmas of Group Autonomy: Residential Associations and Community*, 75 CORNELL L. REV. 1 (1989) to homeowners associations. The value of groups has also been used to justify the constitutional protection of group rights. *See* Ronald R. Garet, *Communality and Existence: The Rights of Groups*, 56 S. CAL. L. REV. 1001 (1983).

30. Michael Walzer, *The Communitarian Critique of Liberalism*, 18 POL. THEORY 6, 20 (1990).

31. Aristotle believed that humans are not born with the capacity to live full human lives. Such lives require the cultivation of intellectual and moral virtues that can only take place when an individual forms a part of a political community. Humans can perform their highest actions, such as philosophy or virtuous acts, only within a community. Hence Aristotle described the relationship between the individual and the community as a part-whole relationship. Many, though not all, philosophers further argue that for Aristotle the community was a natural, or organic, entity. *Compare* David Keyt, *Three Fundamental Theorems in Aristotle's Politics*, 32 PHRONESIS 54 (1987), *with* Robert Mayhew, *Part and Whole in Aristotle's Political Philosophy*, 1 J. ETHICS 325 (1997).

32. MICHAEL J. SANDEL, LIBERALISM AND THE LIMITS OF JUSTICE xi (2d ed. 1998).

33. *Id.* at 185-86.

later chooses in an independent manner.[34] The resulting liberal society is constituted by many different selves, each with different ends. Values become nothing but the distinct expressions of preferences of the separate selves. In such a society there can be no aspiration towards reaching an agreement regarding values or the nature of the good life, and hence each individual must be left free to set her own perceptions of the good life.[35]

Against this detached liberal self, communitarians posit their alternative: a social self, deeply attached to her community. She is a situated self—born and placed into certain associations. The attachments to these associations define her and mold her identity.[36] Without them, the self is not only devoid of character,[37] but also of the ability to feel, since feelings are learned through the experience of others and cannot be described even to oneself without sharing a tradition of discourse.[38] As Charles Taylor explains, "[m]y identity is defined by the commitments and identifications which provide the frame or horizon within which I can try to determine from case to case what is good, or valuable, or what ought to be done, or what I endorse or oppose."[39] This is not to say that the self enjoys no independence; the self can decide at a certain point in her life to break loose from her community and develop her unique identity and values. However, the uniqueness of her new values—indeed her independence itself—will be defined in relation to the social values she previously absorbed.[40]

This portrayal of the self's communal constitution is perceived as the heart of communitarian thinking. Michael Walzer, however, argues that fellow communitarians carry the point too far. He believes that the central issue is not the self's constitution, but rather the pattern of social relations.[41] Liberalism is a theory of relationship that has voluntary associations at its center, with voluntarism meaning a persistent right of rupture.[42] Communitarians view these ties not as

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34. *Id.* at 62-65, 94-95, 133, 186-88; ALASDAIR MACINTYRE, AFTER VIRTUE: A STUDY IN MORAL THEORY 33 (2d ed. 1984); CHARLES TAYLOR, SOURCES OF THE SELF: THE MAKING OF THE MODERN IDENTITY 35 (1989).

35. *See* SANDEL, *supra* note 32, at 175-77; TAYLOR, *supra* note 34, at 507 (arguing further that since under such an outlook nothing outside subjective goals can be allowed to trump self-realization, the resulting modes of life are shallow).

36. *See* SANDEL, *supra* note 32, at 150; MACINTYRE, *supra* note 34, at 33-34; *see also* Duncan Kennedy, *Political Power and Cultural Subordination: A Case for Affirmative Action in Legal Academia, in* AFTER IDENTITY: A READER IN LAW AND CULTURE 83, 90 (Dan Danielson & Karen Engle eds., 1995).

37. SANDEL, *supra* note 32, at 179.

38. ROBERTO MANGABEIRA UNGER, PASSION: AN ESSAY ON PERSONALITY 20-21 (1984).

39. TAYLOR, *supra* note 34, at 27.

40. *Id.* at 36, 39.

41. Walzer, *supra* note 30, at 21.

42. *Id.* at 20-21.

associations but as attachments, which the individual does not choose and which she is limited in her ability to sever.

The contrast between liberalism and communitarianism concerning the nature of relationships is not merely theoretical. It has an empirical component. In this regard communitarianism is of a dualistic quality. On the one hand it is a normative attack on a modern society that has allegedly become liberal, lacking consensus and guided by private caprices. On the other hand, it is a sociological-empirical condemnation of modern liberal thinking for misrepresenting real life, in which social ties still matter. The normative and empirical arguments cannot coexist: each implies an opposite diagnosis of modern society. Walzer settles the inconsistency by concluding that each of the two claims is only partly right.[43] Modern society is indeed characterized by a continuous motion of individuals, who leave behind, more easily than before, old associations and attachments. But individuals have remained to some degree creatures of community, whose ties of place, class, family, and politics survive new mobility.[44]

As the culmination of this—partly normative, partly sociological—criticism of liberalism, communitarians prescribe a clear policy. Alasdair MacIntyre, who laments the loss of morality reaching its climax with modern liberalism, concludes with these powerful words:

> What matters at this stage is the construction of local forms of community within which civility and the intellectual and moral life can be sustained through the new dark ages which are already upon us. And if the tradition of the virtues was able to survive the horrors of the last dark ages, we are not entirely without grounds for hope. This time however the barbarians are not waiting beyond the frontiers; they have already been governing us for quite some time.[45]

MacIntyre and others view the reinstitution and reinforcement of communities as a moral concern. But it is not only a moral imperative. It is also a political concern for the democratic state. Unlike Enlightenment European republicans who viewed intermediate communities as a threat to general society,[46] communitarians regard these "partial societies" as vital for the survival of the state. The shattering of local communities will lead to the disintegration of the larger national community since a "society of self-fulfillers," where

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43. *Id.* at 20-22.

44. *Id.* at 7-14.

45. MACINTYRE, *supra* note 34, at 263.

46. JEAN-JACQUES ROUSSEAU, ON THE SOCIAL CONTRACT 17-18 (G. Cole trans., 2003). Some argue that Rousseau's objection to intermediate associations was more attenuated. *See* Maure L. Goldschmidt, *Rousseau on Intermediate Associations*, *in* VOLUNTARY ASSOCIATIONS: NOMOS XI 119 (J. Roland Pennock & John W. Chapman eds., 1969). Regardless, American civic republicans have traditionally been much more sympathetic to intermediate communal entities. *See generally* Frank Michelman, *Law's Republic*, 97 YALE L.J. 1493 (1988).

affiliations are perceived as revocable, cannot sustain the strong identification with the political community democracy requires.[47] For this reason, in the words of John Dewey:

> When a state is a good state . . . . [i]t renders the desirable associations solider and more coherent . . . . it gives the individual members of valued associations greater liberty and security: it relieves them of hampering conditions which if they had to cope with personally would absorb their energies in mere negative struggle against evils. It enables individual members to count with reasonable certainty upon what others will do, and thus facilitates mutually helpful coöperations [*sic*].[48]

In so acting to preserve a community, the state unavoidably inflicts harms on some members of that community—it curtails their freedom in order to serve their community's interests. As seen in the Introduction, the community interest is not only a right, but also a duty placed on community members. Under communitarian premises this harm is justified, even from the standpoint of the injured party. When required to enlist her resources in the service of a communal endeavor, the communitarian individual is not being used for others' ends; she is contributing to the purposes of a community she regards, or regarded in the recent past, as her own. The justification for her sacrifice "is not the abstract assurance that unknown others will gain more than [she] will lose, but the rather more compelling notion that by [her loss she] contribute[s] to the realization of a way of life in which she take[s] pride and with which [her] identity is bound."[49]

So far we have seen why community matters, why the state must act in order to help it survive, and why, when doing so, the state may demand contributions from community members. This is not enough for the purposes of this Article's argument. For communitarianism to serve as grounds for recognizing a community aspect inherent to private property and necessitating legal action to stabilize surroundings, it must be shown that the neighborhood—private land's environment—is a community. For communitarians a community is not a spatial notion. A community is created by "a common vocabulary of discourse and a background of implicit practices and understandings within which the opacity of the participants is reduced if never finally dissolved."[50]

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47. TAYLOR, *supra* note 34, at 508.

48. JOHN DEWEY, THE PUBLIC AND ITS PROBLEMS 71-72 (Swallow Press 1991) (1927).

49. SANDEL, *supra* note 32, at 143. Not surprisingly, critics of communitarianism find such "ethics of sacrifice" worrisome. *See, e.g.,* Hanoch Dagan, *Reimagining Takings Law, in* PROPERTY AND COMMUNITY 39, 44 (Gregory S. Alexander & Eduardo M. Peñalver eds., 2010).

50. *Id.* at 172.

Localities are frequently invoked in communitarian writings as examples of such communities,[51] and it is widely believed that social groups are often constituted by their connection to land.[52] As Jennifer Wolch and Michael Dear wrote, "social life structures territory . . . and territory shapes social life."[53] These claims are bolstered by the works of urban scientists who have found that neighborhoods provide residents with an important source of identity. Over the past half-century the traditional notion of the neighborhood as an organic self-contained unit has receded.[54] Nonetheless, planners and social scientists still consider the neighborhood to be a meaningful unit. While they accept that the neighborhood is a contested concept lacking a settled definition,[55] most contend that this indeterminacy does not disprove the neighborhood's existence.[56] Even the currently prevalent open-ended definitions—such as that "a neighborhood is a limited territory within a larger urban area where people inhabit dwellings and interact socially"[57]—posit that neighborhoods offer not only spatial demarcations but also social demarcations. Therefore it is not surprising that studies have found that residents will act passionately relying on the meaning the neighborhood provides them.[58]

Communitarians will agree that the individual and her private abode are meaningless when separated from their surrounding community. Part of what makes an individual an individual, and a home a home, is their close environment. Identity is intimately tied to memory and a person's memory is interconnected with the histories of her neighbors.[59] Therefore,

> a more humane conception of land has to go beyond the notion of a physical, material space demarcated by a finite number of square feet. It also must be understood as an integral part of the social

51. *See, e.g., id.* at 143.

52. Alexander, *supra* note 29, at 11-12.

53. THE POWER OF GEOGRAPHY: HOW TERRITORY SHAPES SOCIAL LIFE 4 (Jennifer Wolch & Michael J. Dear eds., 1989).

54. *See, e.g.*, GERALD D. SUTTLES, THE SOCIAL CONSTRUCTION OF COMMUNITIES (1972); HERBERT J. GANS, PEOPLE, PLANS, AND POLICIES: ESSAYS ON POVERTY, RACISM, AND OTHER NATIONAL URBAN PROBLEMS (1991).

55. ROBERT K. YIN, CONSERVING AMERICA'S NEIGHBORHOODS 121 (1982); NAT'L COMM'N ON NEIGHBORHOODS, PEOPLE, BUILDING NEIGHBORHOODS: FINAL REPORT TO THE PRESIDENT AND THE CONGRESS OF THE UNITED STATES 7 (1979).

56. HOWARD W. HALLMAN, NEIGHBORHOODS: THEIR PLACE IN URBAN LIFE 15 (1984).

57. *Id.* at 13. For a similar definition, see ANTHONY DOWNS, NEIGHBORHOODS AND URBAN DEVELOPMENT 15 (1981).

58. JOHN R. LOGAN & HARVEY L. MOLOTCH, URBAN FORTUNES: THE POLITICAL ECONOMY OF PLACE 101-02, 107-08 (1987).

59. DOLORES HAYDEN, THE POWER OF PLACE: URBAN LANDSCAPES AS PUBLIC HISTORY 9 (1997).

> and spiritual life of our communities—socially produced *places* that have meaning for all of us.[60]

Communitarians will argue that measures should be adopted so that the neighborhood, given its importance as a community, can persist. In a similar vein, a communitarian will object to the perception of the neighborhood as a mere commodity, whose fate is to be determined by market dynamics generated by the actions of supposedly despotic owners. The mere use of price rhetoric in this context can be accused of engendering social alienation, of undermining personal identity, and of doing "violence to our deepest understanding of what it is to be human."[61]

2. Complicating to the Communitarian Worldview

While the communitarian endorsement of neighborhoods as communities that property law should embrace is straightforward, it often seems too simplistic. It should be fine-tuned. I will now examine several critiques of communitarianism and use their counter-arguments to question and revise several of the broad statements made above.

A forceful denial of many communitarian assumptions is found in post-modernist theory. Post modernists, occupied with the deconstruction of identity, view the self as fragmented and shifting.[62] This post-modern self is embedded within a matrix of social and psychological factors.[63] The effort at prescribing one identity to the self is not merely fruitless—it is dangerous; all the interlacing identities within the self are delusional and serve as tools for exercising power over her, by defining the "self" and contrasting her with the "other." The self's identity and relationships, complex and highly mobile, are performances. They are not an "internal" feature of hers, but an effort she makes to live up to an invented figure others created for her. The choice of words here is important: the self is invented, but is by no means false, as there is no "true inner self" to be repressed.[64]

These few lines cannot begin to convey the richness and complexity of post-modernist literature, but they introduce the essence of the post-modernist reply to this Section's themes. They suggest that the neighborhood should not be treated as the self's main source of iden-

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60. TOM ANGOTTI, NEW YORK FOR SALE: COMMUNITY PLANNING CONFRONTS GLOBAL REAL ESTATE 22 (2008).

61. Margaret Jane Radin, *Market-Inalienability*, 100 HARV. L. REV. 1849, 1905-06 (1987); *see also* ELIZABETH ANDERSON, VALUE IN ETHICS AND ECONOMICS 164-66 (1993).

62. Joan C. Williams, *Dissolving the Sameness/Difference Debate: A Post-Modern Path Beyond Essentialism in Feminist and Critical Race Theory*, 1991 DUKE L.J. 296, 307-08 (1991).

63. *Id.* at 307.

64. *See* JUDITH BUTLER, GENDER TROUBLE: FEMINISM AND THE SUBVERSION OF IDENTITY xiv-xv, 181-90 (1999); FRUG, *supra* note 27, at 92-97; JEAN-FRANÇOIS LYOTARD, THE POSTMODERN CONDITION: A REPORT ON KNOWLEDGE 14-17 (1984); ROBIN WEST, CARING FOR JUSTICE 281-84 (1997); Williams, *supra* note 62, at 306-08.

tity; that we should be sensitive to the discourse of power associated with spatial identities and with any community component inserted into private rights. The basic demand post-modernism makes is to realize that the community and the connections that allegedly tie individual residents to it are performances. But what are the implications of these observations?

Mostly they advise us to exercise caution in arguing for the social component of the self generally and for neighborhood stability particularly. Caution here does not necessarily entail a substantial revision of the communitarian project. Caution implies acknowledging that each individual has many identities, and that the neighborhood—or any other community—may be the mainstream's weapon for subjugating minorities. Despite this cautionary note, the post-modernist perspective does not deny the need for personal and community identity. Post-modernism does not require law to ignore the enabling and constitutive power that identities and communities exert over people's lives and feelings. They might be performances, mythical rather than real connections, but they still influence people and hence deserve recognition.

The neighborhood is an "imagined community,"[65] often defined less by actual interactions and "true" identity than by subjective perceptions and beliefs regarding the existence and importance of said interactions and identity.[66] This does not mean that the neighborhood is a mere personal fantasy that can persist indefinitely regardless of changes to surrounding places and people.[67] Rather it is an inter-subjective creation. Being a "neighbor" might be a performance, but one that needs to be performed with, and in front of, others who are engaged in the same performance and understand it. The fleeting and seemingly meaningless sight of a neighbor, the knowledge that she is there, constructs the neighborhood and confers psychic benefits. The neighborhood might be imagined, but it is still important for individuals and thus should carry legal weight.

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65. The term "imagined community" was coined by Benedict Anderson to describe the notion of the nation. Anderson explained that the nation is imagined since its members view themselves as related to one another, despite the fact that they have never met all their "fellow" nationals. BENEDICT ANDERSON, IMAGINED COMMUNITIES: REFLECTIONS ON THE ORIGIN AND SPREAD OF NATIONALISM 5-6 (rev. ed. 1991).

66. Residents sometimes even have difficulty describing the boundaries of their neighborhoods. *See generally* ALBERT HUNTER, SYMBOLIC COMMUNITIES (1974). They will talk about "their neighborhood" or "their community," even though the boundaries and meanings of these self-defined places are unlikely to be exact. WILLIAM PETERMAN, NEIGHBORHOOD PLANNING AND COMMUNITY-BASED DEVELOPMENT: THE POTENTIAL AND LIMITS OF GRASSROOTS ACTION 21 (2000).

67. *See* ANGOTTI, *supra* note 60, at 22 ("[S]tories of people threatened with displacement show how land may evoke deep feelings and emotions associated with the everyday lives and activities of people. This approach cannot be understood as purely 'subjective' because ideologies and symbols have a material base and are a material force in the world.").

This revised understanding of the nature of community can be used as a reply to a critique of the communitarian case coming from another quarter. Some argue that it is a mistake to group all neighborhoods under the same heading. They concede that some neighborhoods are communities and should be protected, but they contend that other neighborhoods are not communities. These views are associated with an understanding of community as implying real life interactions. When faced with a neighborhood where one resident has never talked to another, adherents to this understanding deny the neighborhood's pretensions of community status.[68] This "behavioralist" approach would therefore require, before a specific locale is granted protection, an empirical examination to determine to what degree its residents interact.[69]

But the portrayal of the neighborhood as an imagined community renders unsustainable such cries for empirical distinctions. The experience of community is richer than that represented by any metric of interactions suggested by a behavioralist approach. As we saw, the neighborhood defies easy objective definitions.[70] The community is based on imagination and beliefs, and thus there is no need for it to always have actual, objective, or easily identifiable features. "A neighborhood is a subjective entity as well as an objective reality. Its face and form and the social relations within are what individual residents perceive."[71] The neighborhood as residents imagine it, an abstract invented idea, may be more important than the neighborhood residents actually experience. Even when its beneficial attributes are a shared fantasy, the neighborhood still delivers those beneficial attributes. Without them, the individual loses something that is important to her constitution, and her private property ceases to perform a function that is extremely important.

3. The Communitarian Worldview in Property Law

Communitarian theories are invoked much less often than theories presented in the following Sections when property law rules are debated. Still, their neglect does not render them irrelevant; they are not alien to existing property rules.

The Supreme Court acknowledged the importance of maintaining communities, noting that "the State has a legitimate interest in local

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68. MARGARET JANE RADIN, REINTERPRETING PROPERTY 87-89 (1993).

69. An example for this research approach is social networks analysis. *See, e.g.,* Gary Bridge, *Gentrification, Class and Community: A Social Network Approach*, *in* THE URBAN CONTEXT: ETHNICITY, SOCIAL NETWORKS AND SITUATIONAL ANALYSIS 259 (Alisdair Rogers & Steven Vertovec eds., 1995).

70. *See supra* notes 55-58 and accompanying text.

71. HALLMAN, *supra* note 56, at 13. *See also* NAT'L COMM'N ON NEIGHBORHOODS, *supra* note 55, at 7 (admiting an inability to provide an agreed definition of "neighborhood," and concluding that "[i]n the last analysis, each neighborhood is what the inhabitants think it is").

neighborhood preservation, continuity, and stability."[72] It thus upheld a property tax scheme that discriminated against similarly located properties in the service of neighborhood preservation.[73] Elsewhere, citing the same public interest in preserving neighborhood character, the Court authorized the curtailment of owners' free speech in an effort to disperse adult motion picture theatres throughout the city.[74] Other courts have addressed governmentally inflicted harms to neighborhoods' stability in similar communitarian terms. When New York City approved the construction of a luxury building in Chinatown, the state Court of Appeals ruled that under the State Environmental Quality Review Act,[75] the city should have considered detrimental effects on the Chinatown community. The court construed the phrase "environmental impact" as including impact upon "neighborhood character."[76]

Furthermore, communitarian thinking exerts tremendous influence throughout whole bodies of property law. Zoning laws, often presented as tools for spatial engineering, function to a great extent as measures of social engineering. They are employed to control the community, not just the environment.[77] Restricting construction to single-family units, mandating minimum lot sizes, limiting the ability to subdivide, capping the number of unrelated occupants—these laws serve to keep unwanted persons out of the community.[78] Exclusionary zoning is many times attributed to municipalities' desire in ensuring a tax base,[79] but some argue that it is mainly driven by non-fiscal reasons, such as preferences for racial and income homogeneity and preservation of suburban lifestyles.[80] These non-fiscal reasons can be understood, at least to some extent, as communitarian.

Zoning laws are no longer the only instrument designing the environments and communities within which owners exercise their rights.

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72. Nordlinger v. Hahn, 505 U.S. 1, 12 (1992).

73. *Id.*

74. Young v. Am. Mini Theatres, Inc., 427 U.S. 50 (1976).

75. N.Y. ENVTL. CONSERV. LAW § 8 (Consol. 2011).

76. Chinese Staff & Workers Ass'n v. City of New York, 502 N.E.2d 176, 180 (N.Y. 1986). The federal statute, the National Environmental Policy Act, 42 U.S.C. §4321, has not been interpreted in this manner. *See* Breckinridge v. Rumsfeld, 537 F.2d 864 (6th Cir. 1976).

77. *See, e.g.*, J. Gregory Richards, *Zoning for Direct Social Control*, 1982 DUKE L.J. 761, 762-67, 777-78, 806-07 (1982).

78. LOGAN & MOLOTCH, *supra* note 58, at 186.

79. *See* S. Burlington Cnty. NAACP v. Twp. of Mount Laurel, 336 A.2d 713, 730-31 (N.J. 1975). The seminal paper on fiscal zoning is Bruce W. Hamilton, *Zoning and Property Taxation in a System of Local Governments*, 12 URB. STUD. 205 (1975) (explaining that by setting a minimum value for properties in the locality, zoning assures that buyers will pay a minimum share of property taxes). There are other economic motives for exclusionary land use control, as explained in Lee Anne Fennell, *Exclusion's Attraction: Land Use Controls in Tieboutian Perspective, in* THE TIEBOUT MODEL AT FIFTY: ESSAYS IN PUBLIC ECONOMICS IN HONOR OF WALLACE OATES 163, 173-77 (William A. Fischel ed., 2006).

80. DUANE WINDSOR, FISCAL ZONING IN SUBURBAN COMMUNITIES 38-39, 41-42 (1979).

As many as sixty million Americans are now living in housing subject to covenants limiting the uses of their properties and governed by a condominium or homeowners association.[81] Traditionally, property law placed many restrictions on the ability to create and enforce covenants, as they curtail the owner's freedom to use her land. The legal drive to liberalize these old laws of restrictive covenants culminated in the adoption of the *Restatement (Third) of Prop. (Servitudes)* in the year 2000. It has facilitated the placement of intrusive restrictions on the rights of owners.[82] These can, for example, forbid repainting,[83] constructing or dismantling a fence,[84] hanging curtains,[85] planting trees,[86] or keeping pets.[87] They might also limit an owner's freedom to lease or sell her property.[88] Such restrictions do not merely safeguard certain desired neighborhood aesthetics; they also ensure that the residents themselves correspond to a certain "community character."[89] Affirmative covenants, such as a duty to pay fees for membership in a recreational club,[90] serve a similar function.

Covenants are regarded by many as forms of private governance, assuming roles once ascribed to public government.[91] Yet individualistic-utilitarian explanations cannot alone account for homeowners associations' popularity. Covenants have generally not been carefully designed to assure maximization of property values. For example,

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81. According to estimates, as of 2010, 62 million Americans were living in homeowners associations, condominiums, or cooperatives. An estimated 309,600 such planned communities existed, containing 24.8 housing units overall. Cmty. Ass'ns Inst., *Industry Data: National Statistics,* http://www.caionline.org/info/research/Pages/default.aspx (last visited Sept. 2, 2011).

82. For more on restrictive covenants and homeowners associations, see, for example, EVAN MCKENZIE, PRIVATOPIA: HOMEOWNER ASSOCIATIONS AND THE RISE OF RESIDENTIAL PRIVATE GOVERNMENT (1994) and James L. Winokur, *The Mixed Blessings of Promissory Servitudes: Toward Optimizing Economic Utility, Individual Liberty, and Personal Identity*, 1989 WIS. L. REV. 1, 88 (1989).

83. *See, e.g.*, W. Hill Colony, Inc. v. Sauerwein, 138 N.E.2d 403 (Ohio Ct. App. 1956).

84. *See, e.g.*, Cohen v. Kite Hill Cmty. Ass'n, 191 Cal. Rptr. 209 (Cal. Ct. App. 1983).

85. *See* Paula A. Franzese, *Does It Take a Village? Privatization, Patterns of Restrictiveness and the Demise of Community*, 47 VILL. L. REV. 553, 556 (2002).

86. *See, e.g.*, Ironwood Owners Ass'n IX v. Solomon, 224 Cal. Rptr. 18 (Cal. Ct. App. 1986).

87. *See, e.g.*, Nahrstedt v. Lakeside Vill. Condo. Ass'n, 33 Cal. Rptr. 2d 63 (Cal. 1994). *But see* CAL. CIV. CODE § 1360.5 (West 2007) (adopted following the decision, and making it illegal for an association to prohibit owners from keeping at least one pet).

88. *See, e.g.*, Laguna Royale Owners Ass'n v. Darger, 174 Cal. Rptr. 136, 141 (Cal. Ct. App. 1981) (holding that a restriction on the right of alienation requiring that the condominium board consent to a sale will be upheld if exercised reasonably); Franklin v. Spadafora**,** 447 N.E.2d 1244, 1250 (Mass. 1983) (upholding covenant limiting the number of units a person can own in a condominium, thereby barring one resident from selling to another); Worthinglen Condo. Unit Owners' Ass'n v. Brown, 566 N.E.2d 1275, 1279 (Ohio Ct. App. 1989) (holding that condominium declaration prohibited leases).

89. Racially restrictive covenants, though, are now forbidden. *See* Fair Housing Act, 42 U.S.C. §§ 3601-3619, 3631 (2006); Shelley v. Kraemer, 334 U.S. 1, 120 (1948).

90. *See, e.g.*, Regency Homes Ass'n v. Egermayer, 498 N.W.2d 783, 793 (Neb. 1993).

91. *See* Uriel Reichman, *Residential Private Governments: An Introductory Survey*, 43 U. CHI. L. REV. 253 (1976).

they do not allow for deviation from association rules whenever an expert panel predicts that an owner's proposed action will increase property values.[92] The reason is that covenants are not only meant to keep property values from declining; they are meant to preserve community character, even when threatened by actions that increase property values.

In light of this role of homeowners associations, the legal regime that allowed them to prosper can be viewed as corresponding to communitarian views.[93] The willingness of property law in this and the other contexts presented in this Subsection to further communitarian causes illustrates how communitarian ideas can be employed to legitimize the recognition of the community interest in property. It shows that doing so will not be out of line with existing property principles.

If anything, it will complement them. Law has on many occasions restricted its recognition of the community interest to affluent communities. While exclusionary zoning and homeowners association laws serve communitarian goals in private properties situated in relatively affluent neighborhoods, political authorities and courts have been much less eager to adopt similar community-promoting property rules when inner city properties are concerned.[94] This discrimination against the community needs of lower income residents is troubling, since the local community and the social ties it engenders play a larger role in the lives of the poor than in the lives of the affluent.[95] The latter, given their resources and salience, may much more easily find and, if necessary, create other communities within which they feel at home and freely express their identities.[96]

4. Conclusion

Communitarian theories insist that the individual cannot exist without the community, and thus she cannot be served by private rights, such as ownership, that lack a community component. They advocate for the protection of neighborhood stability, and property law indeed recognizes this need in many fields. Yet as persuasive as the communitarian case may be, the protection of neighborhood stability must not be absolute. An extreme communitarian conception will lead to effacement of the individual and erosion of freedom.[97]

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92. Homeowners associations' staunch supporters have recognized the need for allowing covenants' modification without a unanimous vote, as is customary. *See* Richard A. Epstein, *Covenants and Constitutions*, 73 CORNELL L. REV. 906, 922 (1988).

93. *See* Alexander, *supra* note 29, at 11-12, 40-42.

94. *See* FRUG, *supra* note 27, at 81-82.

95. Jeffery James Minton, *Rent Control: Can and Should It Be Used to Combat Gentrification?* 23 OHIO N.U. L. REV. 823, 827, 833 (1997).

96. For a similar argument, see RADIN, *supra* note 68, at 70, 97.

97. BENJAMIN R. BARBER, STRONG DEMOCRACY: PARTICIPATORY POLITICS FOR A NEW AGE 147-50, 231-32 (1984); Dagan, *supra* note 49, at 44.

Furthermore, community members are not the only ones to pay the price of the community's empowerment. Outsiders, the "others" used to define the community members' "we," pay a higher toll.[98] As put by Gregory Alexander, "[c]ommunities by their very nature exclude."[99]

Rigid adherence to the ideal of stable neighborhoods is extremely dangerous. It will block residents from moving out, impeding their pursuit of lives they desire. It will prevent others, immigrants who could have improved their own living standards and enriched the neighborhood, from moving in.[100] We must not blind ourselves to the costs of zealously promoting community stability. This is a key theme of this Article—stability and change must be allowed to interplay. We need and want stability to exist side by side with change, not at its expense. Most communitarians will agree with this contention;[101] it is not clear, however, whether communitarianism can offer a sensible balance. Communitarians should not ignore the role of the individual and mobility, just as liberals should not ignore the role of the community and stability.

B. Utilitarian Theories

In the preceding Section the justification for recognizing the community's stake in a private owner's right and the ensuing legal need to promote neighborhood stability was derived from the community's alleged intrinsic value. That is, the community was perceived as a good in itself. Utilitarian theories vehemently reject any such notion. The only goods they recognize are those originating in the individual and her preferences. The community as such is of no value.[102] But what if individuals, independently, want a community? This Section will put forward possible utilitarian responses to this challenge, developing a utilitarian case for the community aspect of ownership.

1. Preferences for a Stable Community

Welfare economics, probably the currently most prevalent utilitarian theory, assesses policies exclusively in terms of their effects on individuals' wellbeing. [103] The notion of wellbeing—"utility"—incorporates everything that an individual might value.[104] The analy-

98. *See* William H. Simon, *Social-Republican Property*, 38 UCLA L. REV. 1335, 1403-1412 (1991).

99. Alexander, *supra* note 29, at 52.

100. *See* Robert C. Ellickson, *Rent Control: A Comment on Olsen*, 67 CHI.-KENT L. REV. 947, 953 (1991).

101. *See, e.g.*, Walzer, *supra* note 30, at 21-22.

102. *See* JEREMY BENTHAM, AN INTRODUCTION TO THE PRINCIPLES OF MORALS AND LEGISLATION 12 (J. H. Burns & H. L. A. Hart eds., Oxford University Press 1996) (1781).

103. LOUIS KAPLOW & STEVEN SHAVELL, FAIRNESS VERSUS WELFARE 16 (2002).

104. *Id.* at 18.

sis revolves around the *actual* preferences of individuals, not on what the analyst thinks these preferences *ought* to be.[105]

Hence, for welfare economics to support legal promotion of community stability, it must be shown that stability corresponds to individuals' actual preferences. Some evidence for the existence of such a preference was provided earlier when the popularity of homeowners associations was noted. Americans are eager to be able to exercise control not only upon the physical contours of their homes, but also upon the surroundings' human composition. Their motivation might be assuring quality of living, and it might also be that such control preserves property values: in either case the premiums owners put on exerting this power indicate a potent preference for avoiding change.

A strong consumer preference for living in homogenous neighborhoods exists.[106] Housing in such neighborhoods commands a substantial "exclusivity premium."[107] Anxiety and social fright are widely associated with anticipated neighborhood change.[108] The American suburban dream has been based on the constant fear of being caught up by people of lower standing, of neighborhoods being "invaded." More recently, as the Introduction demonstrated, inner city homeowners have turned apprehensive as higher-class residents invade their neighborhoods. All these observations indicate an intense preference for neighborhood stability.

This preference is readily explicable. The neighborhood is the focal point of residents' daily routine. Since routines only develop after a lengthy process of trial and error, neighborhood change undermining a routine's element is costly. Neighborhoods also supply residents with informal support networks, which deliver various goods, ranging from a cup of sugar and babysitting to political connections. These bonds enable people to rely on one another.[109] The bonds of trust also allow residents to learn what to expect from each other. Residents can then cooperate in order to achieve common goals, such as better local services.[110] Neighborhood bonds facilitate the creation of social norms and other coping mechanisms that invisibly control behavior and prevent unacceptable actions, like parking across another's driveway or playing loud music at night. These civil forces control uncivil actions, and only in exceptional cases is police intervention

105. *See id.* at 409-463.

106. *See* Robert C. Ellickson, *The Irony of "Inclusionary" Zoning*, 54 S. CAL. L. REV. 1167, 1199-1201 (1981).

107. Andrew G. Dietderich, *An Egalitarian's Market: The Economics of Inclusionary Zoning Reclaimed*, 24 FORDHAM URB. L.J. 23, 55-59 (1996).

108. CONSTANCE PERIN, EVERYTHING IN ITS PLACE: SOCIAL ORDER AND LAND USE IN AMERICA 109 (1977).

109. *See* LOGAN & MOLOTCH, *supra* note 58, at 103-05.

110. Lee Anne Fennell, *Beyond Exit and Voice: User Participation in the Production of Local Public Goods*, 80 TEX. L. REV. 1, 71 (2001).

needed. These norms and their informal enforcement render residents' lives more agreeable. When neighborhood stability is lost, social norms break down.[111] In addition, a stable neighborhood provides a sense of physical and psychic security that comes with a familiar and dependable environment. Being a part of a stable community provides the benefit of membership in an orderly and protective social space. Finally, a neighborhood enables residents to benefit from economies of scale; residents enjoy benefits that would have been unavailable had they not been living within the community. The concentration of a large number of similar people stimulates the development of agglomerations appropriate to their needs. For example, in an immigrants' community residents will enjoy restaurants, shops, and entertainment venues tailored to their customs. If the community disintegrates and its members disperse, such businesses will not be operated and the individuals will be deprived of goods they desire.[112]

The conclusion is that individuals entertain a preference for stable communities, as these enhance their welfare. Obviously, this preference is different from a preference for, say, running water or heating. Unlike running water or heating, a stable community is an intangible good. The quantification of such a good is always difficult. It is rendered even more difficult in this case since a stable community entertains characteristics of an irreplaceable good. Owners prize their community because it is unique, and hence its valuation increases dramatically when the individual owns a right in it. Therefore, the discrepancy between relevant asking and offering prices is likely to be substantial,[113] and the allocation of a property right in the community's preservation will greatly influence its valuation.

These characteristics make it challenging for economic analysis to calculate the preference, since the analysis tends to focus on preferences' monetary values. Indeed, efficiency analysis has been criticized for not accounting for the loss of a community's way of life as a cost.[114] Yet the difficulty associated with appraising such intangible preferences, accompanied by lack of rigor on the part of some analysts, is no valid justification for welfare economics to ignore a viable preference.[115] Welfare economics, as explained above, is interested in all actual preferences regardless of their nature.

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111. ROLF GOETZE, UNDERSTANDING NEIGHBORHOOD CHANGE: THE ROLE OF EXPECTATIONS IN URBAN REVITALIZATION 92 (1979).

112. *See* LOGAN & MOLOTCH, *supra* note 58, at 105-09.

113. On these problems of valuating irreplaceable goods, see Daniel S. Levy & David Friedman, *The Revenge of the Redwoods? Reconsidering Property Rights and the Economic Allocation of Natural Resources*, 61 U. CHI. L. REV. 493, 506-15 (1994).

114. *See* SINGER, *supra* note 20, at 124-125; Radin, *supra* note 61, at 1878.

115. *See* SINGER, *supra* note 20, at 124-125; Radin, *supra* note 61, at 1878; KAPLOW & SHAVELL, *supra* note 103, at 454-55.

2. Providing for a Stable Community: Markets and Dilemmas

After a preference for a good has been identified, welfare economic analysis inquires whether legal intervention in the allocation of rights is necessary to assure the supply of desired quantities of the good. I intend to prove that such a need exists since problems of collective action inhibit the market from providing desired levels of community stability.

a. Stable Communities as a Public Good

A stable community is in many ways a public good, yet it is not a classic or pure public good. Public goods are defined by two attributes: non-rivalry of consumption and non-excludability of benefits.[116] Application of these criteria to neighborhood stability produces ambiguous results. As to non-rivalry of consumption, a resident's partaking in the consumption of neighborhood stability's benefits does not reduce the benefits derived by others. On the other hand, each outsider added to the pool of consumers of neighborhood stability—each new resident—is likely to subtract from the enjoyment of stability by other neighbors: newcomers, by their very nature, contradict stability. In this regard neighborhood stability corresponds to the definition of a "club good," which involves only a certain degree of "publicness" in consumption. It is a good optimally consumed by more than one person but less than an infinitely large number of persons. Beyond a certain group size, the benefit that the individual places on the good will decline as congestion sets in.[117]

The non-excludability criterion also indicates that we are faced with a case of a partially public good: insiders cannot be excluded from enjoying the benefits derived from a stable community, while outsiders can be excluded. The latter can be blocked via zoning or covenants from moving into the neighborhood and enjoying the community's stability. Still, not all benefits generated by a stable community can be withheld from outsiders. A community's stability may confer benefits on the entire society. Displacement, gentrification, and neighborhood abandonment have negative social and economic effects—externalities—burdening the entire society. These include extreme poverty, social unrest, homelessness, crime, and arson.[118] To

116. RICHARD CORNES & TODD SANDLER, THE THEORY OF EXTERNALITIES, PUBLIC GOODS, AND CLUB GOODS 8-9 (2d ed. 1996); *see also* RICHARD A. MUSGRAVE & PEGGY B. MUSGRAVE, PUBLIC FINANCE IN THEORY AND PRACTICE 44 (Scott D. Stratford ed., 5th ed. 1989) (noting that "[a]lthough the features of nonrival consumption and nonexcludability need not go together, they frequently do").

117. James M. Buchanan, *An Economic Theory of Clubs*, 32 ECONOMICA 1 (1965).

118. *See* James Brady, *The Social Economy of Arson: Vandals, Gangsters, Bankers and Officials in the Making of an Urban Problem*, *in* 6 RESEARCH IN LAW, DEVIANCE AND SOCIAL CONTROL: A RESEARCH ANNUAL 199, 212 (Steven Spitzer & Andrew T. Scull eds., 1984).

the extent that neighborhood stability prevents such phenomena, its benefits are non-excludable.

b. The Failure of Market Mechanisms in Policing the Provision of Community Stability

That neighborhood stability is not endowed with all the characteristics of a public good does not necessarily render it a regular consumer good. No good fits fully the polar definition of a public good.[119] Moreover, the major market mechanism regulating the provision of private goods is highly problematic when used for the efficient provision of neighborhood stability. The "exit" mechanism represents the ability to stop consuming a certain producer's products. It is vital to the functioning of an efficient market, as it communicates consumers' desires to producers and forces them to adjust. Goods provided by local government have triggered debate regarding their dual nature as public and consumer goods, mainly due to the controversial role of this "exit" mechanism in local life.

In a highly influential article, Charles Tiebout sought to show that local services are very much like ordinary private goods.[120] In his model, the nation is perceived as a market, where each municipality supplies public goods—such as education, sanitation, and security—at a price—represented by taxation—and consumers choose freely the municipality that satisfies best their set of preferences. Citizens pick a locality in the same manner as they choose any other product: Tiebout compares the citizen's search for a community to a "shopping trip."[121] The model's basic premise is that if the city does not provide the services desired by an individual she can move to another provider—she can exercise the "exit" mechanism. This ability to leave a municipality spurs competition over consumers, assuring municipalities' efficiency.[122]

The model's assumptions—e.g., that people are fully mobile and have perfect knowledge regarding the quality of municipal services—have been denounced as unrealistic.[123] More important for this Article's purposes, the mere exercise of the action of leaving a community—i.e., the operation of the "exit" mechanism—dramatically decreases social welfare. Normally, when a consumer chooses to avoid

119. 5 JAMES M. BUCHANAN, THE DEMAND AND SUPPLY OF PUBLIC GOODS 48-50 (1999).

120. *See* Charles M. Tiebout, *A Pure Theory of Local Expenditures*, 64 J. POL. ECON. 416 (1956).

121. *Id.* at 422.

122. *See* ALBERT O. HIRSCHMAN, EXIT, VOICE, AND LOYALTY: RESPONSES TO DECLINE IN FIRMS, ORGANIZATIONS, AND STATES 21 (1970).

123. *See, e.g.*, Gerald E. Frug, *City Services*, 73 N.Y.U. L. REV. 23, 26-27 (1998); Clayton P. Gillette, *The Wrong Side of the Tracks: A Revolutionary Rediscovery of the Common Law Tradition of Fairness in the Struggle Against Inequality*, 100 HARV. L. REV. 946, 959-60 (1987) (book review). Tiebout himself admitted that these two assumptions are problematic. *See* Tiebout, *supra* note 120, at 423.

consuming a product, her choice does not directly and immediately affect her peers' ability to remain loyal to that product and reap the benefits they detect in it. This, however, is not the case with the choice of a municipality. "Everybody who selects a new environment affects the environments of those he leaves and those he moves among."[124] A consumer's decision to leave a municipality hampers the ability of those left behind to enjoy local services, especially as the first to exit a deteriorating community are the most quality-conscious members, those who could make the greatest contribution to fighting deterioration.[125]

In the context of neighborhood stability the problem intensifies: a member's choice to resort to the "exit" mechanism not only hastens the deterioration of the good's supply to others, but it actually embodies the deterioration. Since stability—people not departing *en masse*—is the product, its supply cannot systematically be improved by residents' departure.[126] True, the "exit" mechanism is not wholly counterproductive. Stability implies that the residents maintain a certain character, not necessarily that they remain the same individuals. Some individual turnover may even be vital to the maintenance of the characteristic that makes some neighborhoods desirable. For example, a neighborhood cherished by owners as a good environment for families can only persist if at least some of its residents leave once they become empty nesters.[127] At that time those owners should choose a neighborhood which better fits their new preferences. Similarly, an immigrants' neighborhood cannot be maintained unless the established and integrated younger generations depart and are replaced by more recent immigrants. But even in such neighborhoods, when those exercising the "exit" mechanism are the residents who contribute to the neighborhood's character (i.e. in the first case families with children and in the second case recently arrived immigrants), stability—the relevant good—is threatened.

Moreover, the "exit" mechanism not only impedes the ability of those who remain to enjoy the good, it also fails to provide the consumer opting for exit greater benefits from the good. Exiting a community and entering a different one stands in opposition to the exiting individual's own desire to enjoy a stable community, for mobility contrasts stability. The definition of the relevant good—neighborhood

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124. THOMAS C. SCHELLING, MICROMOTIVES AND MACROBEHAVIOR 150 (1978).

125. *See* HIRSCHMAN, *supra* note 122, at 45-47, 49-51.

126. *See* Fennell, *supra* note 110, at 28-30 (arguing that "exit" cannot serve as a viable feedback mechanism for spurring improvement in local education and security services because the consumers *are* the product: consumers of municipalities don't choose a product, but rather who to live with. Thus, when they choose to leave one pool of users, the remaining consumers cannot improve who they are).

127. This assumes, of course, that not all neighbors become empty nesters at the same moment and accordingly adopt a new preference regarding the character of the neighborhood.

stability—is limited membership turnover; that is to say, limited exits and entries. Hence offering "exit" as a mechanism to supply the good is very often contradictory to the good's nature.

The "exit" mechanism cannot be fully relied on to discipline the community to better appease members' tastes, which is its healthy market effect elsewhere. "Exit," however, is not the only market mechanism regulating the provision of goods. The other mechanism associated with consumer goods and often appealed to when local government services are discussed is the mechanism of "voice."[128] As first explained by Albert Hirschman, the customer's option of "exit" is sometimes complemented or even substituted by expressing dissatisfaction to the managing authority.[129] Thanks to the ability of consumers to voice their concerns, producers become advised of market preferences and the market can operate more efficiently. Unfortunately, the ability to assure desired levels of neighborhood stability as a consumer good via the mechanism of "voice" is limited. The notion of "voice" assumes a distinction between consumers and management. It presupposes a tiered system with one level of consumers and another of decisionmakers charged with controlling the quality of the good provided to costumers.[130] With neighborhood stability as a good, the role of such central decisionmakers is secondary. Each member needs to influence not only government to act, but other members to act—i.e., to stay (recall the Introduction). Obviously, governmental policies may indirectly influence other members' decisions, yet eventually each member makes her own decision. Hence utilizing one's "voice" to influence "management" can only help in providing the good up to a certain point.

c. The Strategic Dilemma Neighbors Face

Market tools are inadequate for the supply of community stability. The main reason is that many times the situation involves a strategic dilemma. All neighbors may want a stable community, but in order to attain and maintain it they must act in concert. At the same time, each neighbor may have an incentive to bail out whenever market conditions make selling her house appealing.[131] The situation is likely to be aggravated by a fear of change strengthening the tendency to

128. *See* LYNN A. BAKER & CLAYTON P. GILLETTE, LOCAL GOVERNMENT LAW: CASES AND MATERIALS 338 (3d ed. 2004) (and sources listed therein).

129. HIRSCHMAN, *supra* note 122, at 4; *see also id.* at 15-20, 30-43.

130. Fennell, *supra* note 110, at 23-24.

131. *See* Thomas C. Schelling, *A Process of Residential Segregation: Neighborhood Tipping*, *in* RACIAL DISCRIMINATION IN ECONOMIC LIFE 157, 174 (Anthony H. Pascal ed., 1972) (discussing the case of the deteriorating community, in which the owner seeks to limit her monetary exposure). Since an owner risks a capital loss, she attempts to get rid of her house a little sooner than everyone else. This is a strong incentive leading to spirals of neighborhood decline. *See id.*

sell, thereby prompting change in a "feedback loop."[132] Housing markets are easily susceptible to such self-fulfilling prophecies, as owners are sensitive to perceived "changes in the wind" that may alter neighborhood characteristics.[133] Prominent commentators argue that this dynamic—in which homeowners can sustain or improve the neighborhood if they all stay and invest in their properties, but an owner who stays and invests when others leave will lose most of her home's value—resembles the Prisoner's Dilemma.[134] As the ensuing discussion will illustrate, this proposition is inaccurate and leads to misguided policy suggestions. A more accurate characterization of the situation will suggest recognizing the community interest in private ownership as the strategic dilemma's solution.

The Prisoner's Dilemma is a strategic game in which the preferences of the actors are ranked as follows: (1) I defect, other actor cooperates, (2) I cooperate, other actor cooperates, (3) I defect, other actor defects, (4) I cooperate, other actor defects. Regardless of the other actor's decision, a rational actor will choose to defect. This option leaves her better off no matter what the other actor chooses to do: at the most it allows her to free ride the efforts of the other actor (option (1)), and at the least it assures her that the other actor will not free ride her efforts (option (3)). The result is that all actors defect and the preference fulfilled is option (3), even though all actors would have been better off with another outcome (i.e. the resultant option (3) does not represent maximum social welfare).[135] Thus in a Prisoner's Dilemma the best result is unattainable in the absence of intervention.

Yet the structure of the Prisoner's Dilemma does not correspond to neighborhood dynamics. Before laying out the perimeters of the more representative dynamics, the assumptions guiding them should be specified. Based on the discussion in Section II.B.1., I will assume that a resident has an absolute preference to stay in her stable neighborhood. I will relax this unrealistic assumption later. Deprived of the possibility to enjoy a stable community, she will prefer to leave and sell her house for the highest price. Monetary benefit, according to these assumptions, is a motivation, but it is only secondary to stabil-

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132. *Cf.* DAVID A. MOSS, WHEN ALL ELSE FAILS: GOVERNMENT AS THE ULTIMATE RISK MANAGER 310-11 (2002) (discussing debates in the 1930s concerning the possibility that "feedback loops" could arise as a result of deposit insurance and unemployment insurance).

133. C. Leven, J. Little & H. Nourse, *Neighborhood Change: Lessons in the Dynamics of Urban Decay, in* HOUSING IN AMERICA: PROBLEMS AND PERSPECTIVES 192, 196 (Roger Montgomery & Daniel R. Mandelker eds., 2d ed. 1979); *see also* OSCAR NEWMAN, COMMUNITY OF INTEREST 83 (1980).

134. *See, e.g.*, BUCHANAN, *supra* note 119, at 13-15; Duncan Kennedy, *Legal Economics of U.S. Low Income Housing Markets in Light of "Informality" Analysis*, 4 J.L. SOC'Y 71, 76 (2002).

135. *See generally* MORTON D. DAVIS, GAME THEORY: A NONTECHNICAL INTRODUCTION 108-19 (Dover Publications rev. ed. 1997) (1970) (discussing the historical evolution of game theory and its potential applications, including the Prisoner's Dilemma); RUSSELL HARDIN, COLLECTIVE ACTION 22-30 (1982).

ity. I will further assume, at this preliminary stage, that stability can be preserved only if all actors cooperate and stay in the neighborhood.

Based on these assumptions, the proper ranking of the actors' preferences is: (1) I cooperate, other actor cooperates, (2) I defect, other actor cooperates, (3) I defect, other actor defects, (4) I cooperate, other actor defects.[136] I assumed that residents' highest preference is having their environment remain stable, which means that both they and their neighbors remain. Unlike the situation in the Prisoner's Dilemma, free riding is not available as an option here: in order to enjoy neighborhood stability, one must cooperate.[137] Defection, by definition, carries a price of losing the enjoyment the actor derives from the stable community. Hence, unlike in the Prisoner's Dilemma, it is not the most preferred option, and that is why I swapped the rankings of preferences (1) and (2) of the Prisoner's Dilemma.[138] Once no possibility of enjoying the stable community survives, the actor would like, at least, to cut her financial losses (or make a gain) and leave the community. Yet when she decides to leave, other actors' decisions cease to influence her enjoyment of a stable community. They do probably influence the financial reward she reaps when defecting: if others sell as well, the price a buyer will pay her diminishes. Therefore, option (2) in most cases will be preferable to option (3).[139] The worst option, as in the Prisoner's Dilemma, is staying in the neighborhood, investing in the property while the community disintegrates. In this scenario, the actor loses both the benefits of stability and the financial benefits associated with a sale. Her investments in

136. A similar ranking of preferences has been suggested for the decision whether to rehabilitate a house in a rundown neighborhood. *See* McKim N. Barnes, *A Strategy for Residential Rehabilitation*, REAL EST. REV., Fall 1976, at 40, 41.

137. The provision of stable communities differs from other local public goods, such as lighting and security, where free riding is possible. *See* Gillette, *supra* note 123, at 957.

138. This ordering is even clearer in a deteriorating neighborhood: an owner will prefer to have stability reintroduced over selling her home at a loss. In this case (unlike the gentrifying neighborhood) preferences for neighborhood stability and for financial benefits correspond.

139. I chose to restrict this statement to most cases and not all since there might be a difference between a declining and improving neighborhood. The logic of positions preference (2) before preference (3) is obvious in a declining neighborhood: the demand for housing is limited to begin with and hence as supply grows, prices decrease. In gentrifying neighborhoods the situation is more complex. On the one hand, the above analysis of supply and demand may apply: the demand for housing may not be strong enough to offset the rise in supply. On the other hand, the demand for housing in such neighborhood may rise dramatically only after a certain point is attained. Most wealthy incomers arrive only after the neighborhood has been partially transformed by earlier movers. Therefore, owners of assets in a gentrifying neighborhood can receive higher consideration for their homes if they sell only after the turnover rate intensified (and major gentrification set in motion). Theoretically, being the last to sell might be the most lucrative option (preferences (4) and (2) change places). However, in many cases this is not a viable option, since rising living expenses in the improved neighborhood may exact a high price from a resident choosing to stay too long. Therefore in a gentrifying neighborhood there is no rule ordering options (2) and (3) (and to a lesser degree option(4)), since they depend on the elasticity of the supply and demand curves.

the neighborhood, which may solely amount to the loss of opportunity to sell earlier at a better price, are gone to waste. The actor cannot retrieve them, while standing alone they do nothing to provide desired neighborhood stability.

Changing the ordering of preferences in this manner changes the dynamics of neighbors' interaction. The problem arising out of this ranking of preferences is similar to the Assurance Problem, rather than to the Prisoner's Dilemma.[140] The major characteristic of the Assurance Problem is that if the actor expects the other to cooperate, she will cooperate as well, thereby assuring an efficient result.[141] Contrast this outcome to the one envisioned in the Prisoner's Dilemma: there, even when the actor expects her counterpart to cooperate, she will defect (since she can free ride), and an efficient result is unachievable. Our case, on the other hand, is covered by reciprocity theory: the collective action problem *can* be solved, but because of the assurance problem, we cannot predict that it *will* be solved.[142] An actor confronted with an Assurance Problem, unlike one confronted with a Prisoner's Dilemma, has no dominant strategy: her preferred action is influenced by her expectations of the other's actions.[143]

This difference is of dramatic importance for policy-making. While the Prisoner's Dilemma presents a problem of compulsory enforcement, the Assurance Problem does not. In an Assurance Problem, assurances as to other actors' behavior are sufficient to achieve an efficient result, and outside enforcement is unnecessary.[144] Assurance is needed because in its absence an actor may not trust the others to cooperate. The actor will choose not to cooperate since her contribution will only have a miniscule effect on the desired outcome of a stable community, while it may result in the worst outcome for her: investing in the neighborhood without reward.[145] However, once assur-

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140. The Assurance Problem was identified in Amartya K. Sen, *Isolation, Assurance and the Social Rate of Discount*, 81 Q.J. ECON. 112 (1967). The lack of clarity regarding the ordering of options (2) and (3) is not detrimental to the characterization as an Assurance Problem. Some variants of the Problem reverse the ordering of options (2) and (3). *See, e.g.*, Daphna Lewinsohn-Zamir, *Consumer Preferences, Citizen Preferences, and the Provision of Public Goods*, 108 YALE L.J. 377, 392 n.40 (1998).

141. Sen, *supra* note 140, at 114.

142. For a discussion on reciprocity theory and the assurance problem, see Robert Sugden, *Reciprocity: The Supply of Public Goods through Voluntary Contributions*, 94 ECON. J. 772, 781 (1984).

143. The Assurance Problem is similar to the "Stag Hunt Game." Hungry hunters have two options: work together and hunt a stag, which will provide them with a good meal, or individually chase rabbits, which will provide a poorer meal. If one hunter deserts the company and chases rabbits, the stag escapes. The best option, hence, is cooperating, while the worst is chasing the stag when all others deserted to chase rabbits (in which case the remaining cooperator starves). The choice is based on expectations regarding the fellow hunters' behavior. *See* EDNA ULLMANN-MARGALIT, THE EMERGENCE OF NORMS 121-24 (1977).

144. Sen, *supra* note 140, at 114-15.

145. This motivation to defect in an Assurance Problem has been labeled "hopelessness." Lewinsohn-Zamir, *supra* note 140, at 392-94.

ance is provided, enforcement is not needed in the Assurance Problem, for the result in which both actors cooperate is an "equilibrium point"—a point from which no actor would depart even after the other actor's choices are revealed—since it is the actor's top individual preference.[146] In the Prisoner's Dilemma, the result where all actors cooperate is not an equilibrium point: each actor will still have an incentive to defect and move to the result which is better from her standpoint. Therefore assurances as to the other's behavior are insufficient in the Prisoner's Dilemma.[147]

The assurance needed in an Assurance Problem, such as the one here, might be supplied by contracts: parties can promise each other that they will cooperate. This is the practice of residents in homeowners associations. Often enough, as seen in Section II.A.3., properties within such communities are subject to restraints on alienation. Rights accorded to the association to block a unit's transfer guarantee that no resident will be able to defect in a manner hurtful to the community.[148] However, outside such associations, in large and already constructed neighborhoods, the transaction costs of subjecting all developed properties to restraints on alienation impede contractual assurances.

In the absence of explicit contracts, an implicit contract might still serve as assurance. Implicit contracts can take the form of norms based on ideas of honor[149] or loyalty to the community.[150] The reputational injury associated with violating social norms may assure that the actor internalizes harms her defection causes to the community. Though such intangible factors probably are at play, they are not robust checks on defections from neighborhoods, as the empirical record shows.[151] The costs of being denounced as a deserter are not likely to affect a community member contemplating a move, because she will not be around to suffer the harsh reaction.

Seeing that the market cannot produce an efficient contractual assurance that will allow an efficient outcome, the solution is regulatory intervention. Recall that in the Assurance Problem defecting is not a dominant strategy. There is no natural and unavoidable tendency to defect. The actor's choice between defection and cooperation is motivated by three factors: the costs associated with not defecting

146. Once more, in a declining neighborhood the same result is achieved without such assumption. *See infra* note 159.

147. *See* Sen, *supra* note 140, at 122.

148. Restraints on alienation held by homeowners associations, unlike those held by parties in other contexts, are generally upheld by courts if they either require the association to act reasonably or are in the form of preemptive rights. JOSEPH WILLIAM SINGER, PROPERTY LAW: RULES, POLICIES, AND PRACTICES 526 (3d ed. 2002).

149. ULLMAN-MARGALIT, *supra* note 143, at 36-37, 40-41.

150. For a discussion of the role of loyalty in economic and political markets, see HIRSCHMAN, *supra* note 122, at 76-105.

151. Fennell, *supra* note 110, at 51.

when others defect, the rewards offered by defecting, and the expectations regarding others' behavior. One regulatory tool for adjusting the payoffs—the first two factors affecting an actor's decision—is a partial locking device. This locking device ought to make the resident contemplating leaving internalize the costs her departure will inflict on the community. It should make the option of leaving less financially attractive, and of staying less financially risky.

This alteration in the attractiveness of defecting vis-à-vis cooperating also serves as an assurance. The resident, whose motivations have been changed, knows that her neighbors' incentives to defect have also been decreased. Since she knows that moving has become costlier for her neighbors, she has more grounds to expect them to remain.[152] Given this assurance that neighbors are likelier to stay, her inclination to defect decreases. The locking device sparks a reinforcing loop of incentives to stay, which renders the attainment of a stable community more probable.[153]

There is no need, though, for an absolute locking device making a departure impossible. Such a radical solution is only called for by a Prisoner's Dilemma, where the cooperative result is not an equilibrium point. Since this is an Assurance Problem, stability and change are allowed to coexist. Furthermore, because the game does not require such drastic measures, the recommendations it generates survive the relaxation of the assumptions laid at its foundation.

Two of the assumptions made earlier are unrealistic. The first was that there is an absolute preference for a stable community. This is a false assumption, as residents might prefer to leave a stable community in certain circumstances and given certain financial rewards. Therefore, let me now assume a pool of residents, some still holding the ordering of preferences presented above in the Assurance Problem, while others, added to the pool, do not hold an overriding preference for a stable community. For the latter, option (2)—I defect, other actor cooperates—and probably even option (3)—I defect, other actor defects—are preferable to option (1)—I cooperate, other actor cooperates.[154] The entry of residents with this preferences ordering to the

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152. *Cf.* Abraham Bell & Gideon Parchomovsky, *The Integration Game*, 100 COLUM. L. REV. 1965, 2007 (2000) (noting that purchasing home equity insurance can signal to other homeowners an intention to stay in a neighborhood experiencing white flight).

153. Another possible positive effect barriers to exit can have is that of stimulating "voice": neighbors who remain in a deteriorating community will work to improve the neighborhood. *See* HIRSCHMAN, *supra* note 122, at 79-80. However, the concern has been raised that people locked in a particular pool against their will may show a tendency not to cooperate, particularly where they view escape as imminent. Fennell, *supra* note 110, at 72-73. Such reservations might not be pertinent to the neighborhood stability context (unlike education), since non-cooperation will injure the resident's possible financial reward for leaving.

154. The different way in which the two groups of residents rank their preferences relates to the two distinct values that an owner derives from her house. Logan and Molotch use the terms "use value" and "exchange value" to describe these two different benefits.

pool does not render a stable community unattainable for those other residents who cling to the original ordering. The reason is that a second unrealistic assumption should be relaxed. I assumed that all neighbors must cooperate in the creation of a stable community. In reality, a neighborhood may endure a certain degree of turnover and remain stable; indeed, as mentioned earlier,[155] turnover may in some instances be needed to maintain stability.

The partial locking device suggested by the analysis based on the unrealistic assumptions can now be examined in a more realistic world based on this new set of assumptions where a "mixed game" exists. With a partial locking device, those newly introduced residents who prefer option (2) to option (1) are still able to move, but the exercise of this option will become more expensive for them. The result will, however, remain efficient, as long as the locking device reflects their actions' externalities—the harm their departure causes to those who seek to preserve the community.[156] If this harm, now internalized by the mover, is greater than the increase in welfare the mover gains by moving, she will not move (her ordering of preferences will change and she will join the group preferring option (1) to option (2)), which is the efficient result. The externalities of a move will decrease as the number of residents interested in stability decreases. Therefore as their number dwindles, the impediment placed on others' ability to act on their preference to move lessens. This result is efficient, as it reflects individuals' actual preferences: they now prefer moving to remaining. Even at this point a Prisoner's Dilemma does not emerge: if all prefer moving, they may all move without injuring others.[157]

I can now summarize the conclusions of the neighborhood stability dilemma. In order to allow residents interested in preserving their

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"Exchange value" relates to financial return, and "use value" relates to the essential needs of life, for example securing a "home." Their analysis centers upon the interaction between residents, who prefer use value, and entrepreneurs, who prefer exchange value. LOGAN & MOLOTCH, *supra* note 58, at 1-2. My analysis centers upon the interaction between different residents, assuming that different individuals, and indeed each individual, might hold the two conflicting preferences. Residents hold their houses both as a consumer good and an investment. The relative importance of these two values is not constant: residents differ in their attitudes, and over time a resident's own attitude is susceptible to change.

155. *See supra* text accompanying note 127.

156. Restraints on alienation within a homeowners association, discussed above, follow this model. If the action of leaving is more valuable to the seller than her staying is valuable to the community, she will be able to buy from the association its refusal right. If she cannot offer enough money to persuade it to approve the sale, her staying is more valuable to the community than her departure is for her, and a decision to sell is indeed inefficient. Courts should apply this analysis in deciding whether in an association's exercise of a refusal right is reasonable.

157. When an owner wants to leave the influence the decision of others to leave will have upon her wellbeing is not as dramatic as in the Prisoner's Dilemma. It might influence to some degree the economic reward she gets, but it will not make her prefer the cooperative result over the result in which all defect. Her first priority is to leave, and thus possibilities of cooperation are ranked as lower preferences.

community to do so, the payoffs of leaving the community must be altered. This alteration is achieved by introducing a partial locking device, which makes residents contemplating leaving internalize the costs of their move to the residents left behind who prefer the preservation of neighborhood stability. The partial locking device will entail subjecting ownership rights to some kind of a community interest in the property that makes its transfer less attractive. This community interest is a peculiar right. It is amorphous and fluctuating. Its size and effect change as the influence of the property owner's actions on her neighbors' preferences for a stable community changes. Nevertheless, it achieves its important goal: it allows owners, otherwise hopelessly locked in a group dilemma, to enjoy the balance between neighborhood stability and mobility that best suits their personal preferences.

3. Conclusion

Even without ascribing any intrinsic value to the community, law ought to provide it with protection. Individuals prefer a stable community as a good that allows them to better enjoy their lives. Market failures prevent them from satisfying this preference, creating a loss of efficiency. Actions of actors in the real estate market generate externalities that are not internalized. As property rights have historically been created, according to utilitarians, in response to needs for internalization of externalities,[158] a community property right ought to be established. This right will diminish social losses created by absolute private property rights and allow the internalization of the harmful effects of an owner's decision to sell her property.

C. Right-Based Arguments

In the previous Sections justifications for the community interest in property were sought in theories that view and evaluate reality through a social prism: the community for the communitarian, aggregate social welfare for the utilitarian. In this Section I will demonstrate that even theories that focus solely on the individual and her rights, rights that should not be overridden for community goals or collective welfare, support recognizing the community aspect of property.

As Jeremy Waldron defines it, a "right-based argument for private property is . . . an argument which takes an individual interest to be sufficiently important in itself to justify holding others (especially the government) to be under duties to create, secure, maintain, or respect an institution of private property."[159] This Section will review two such individual interests that lie at the heart of influential right-

158. Harold Demsetz, *Toward a Theory of Property Rights*, 57 AM. ECON. REV. 347, 348-50 (1967).

159. JEREMY WALDRON, THE RIGHT TO PRIVATE PROPERTY 115 (1988).

based arguments for private property: personhood and labor-desert. The Section will demonstrate that neither is sufficiently important to justify holding others under a duty to maintain absolute individualistic property rights. Both will be shown to justify a duty to respect a community interest in private property rights.

1. Personhood Theory

No right-based argument for property focuses more on the individual and her powers as an independent owner than personhood theory. This theory ties the institution of private property to the owner's basic attributes of personality; it relates property to a person's humanity. Still, as the ensuing discussion will show, despite its avowed individualism, personhood theory's conception of private property is incoherent, on its own terms, without recognizing the community aspect of ownership. In order to serve the important role that personhood theory assigns to it, ownership must include a community component that will assure the stability of the neighborhood where the property is situated.

Personhood theory is a tradition originating in the ideas of Aristotle and Hegel.[160] Its most prominent modern advocate is Margaret Radin. Radin claims that certain properties, "personal properties," are bound up with personhood,[161] and that these properties must be guaranteed to every person.[162] Such "personal properties" deserve more extensive protection than other kinds of property—"fungible" properties—held for purely instrumental reasons.[163] The determination as to which properties constitute "personal properties" is based on shared understandings.[164] Radin and others present the home as the most striking example of a "personal property."[165] A shared understanding has evolved in American society that housing is not a mere commodity, but a crucial element in allowing people to flourish personally.[166]

Therefore, personhood theory, as Radin explains, holds that a person should be allowed to have the choice between leaving and remaining in the home and environment—"context"—to which she has become attached.[167] For this reason, property law must extend special

160. Lawrence C. Becker, *The Moral Basis of Property Rights*, *in* NOMOS XXII: PROPERTY 187, 209-10 (J. Roland Pennock & John W. Chapman eds., 1980). For a survey and critique of Hegel's discussion of property see WALDRON, *supra* note 159, at 351-89.

161. RADIN, *supra* note 68, at 37.

162. *Id.* at 36-38, 43.

163. *Id.* at 53, 55-56.

164. *Id.* at 11, 18.

165. *See, e.g.*, *id.* at 56-57, 84; WALDRON, *supra* note 159, at 296; Joseph William Singer, *The Reliance Interest in Property*, 40 STAN. L. REV. 611, 682-84 (1988).

166. GREGORY S. ALEXANDER, COMMODITY AND PROPRIETY: COMPETING VISIONS OF PROPERTY IN AMERICAN LEGAL THOUGHT 1776-1970, at 361 (1997).

167. RADIN, *supra* note 68, at 23-24, 30.

protection to an owner's right to keep her home. This protection is apparent in different bodies of law, such as adverse possession, eminent domain, privacy, takings jurisprudence, and tenant rights.

This legal approach of personhood theory, however, ignores an important variable: it might assure a person's option of remaining in the "context," yet it does not assure her that the "context"—the community—will remain. Personhood theory envisions the home as a rich and meaningful social institution, embodying the person's relationship to herself and her surroundings. But when translating this philosophical notion into property law rules, the theory conceives the home as merely a parcel of land and four walls to be protected. If it were to follow its own ideas regarding the home's role, the theory would adopt a broader legal attitude to preserving the home. Describing the ideas animating personhood theory, Radin explains:

> Contextuality means that physical and social contexts are integral to personal individuation, to self-development. . . . The relationship between personhood and context requires a positive commitment to act so as to create and maintain particular contexts of environment and community. Recognition of the need for such a commitment turns toward a positive view of freedom . . . in which proper self-development, as a requirement of personhood, could in principle sometimes take precedence over one's momentary desires or preferences.[168]

This exploration into the notion of "contextuality" implies a need for subjecting at times the individual's impulses to restraints assuring the context's survival. Yet the common celebration of the homeowner's "personal right" by personhood theory ignores this duty which is essential to being part of a context.

If property law is to respect constitutive attachments, as personhood theory demands, it should strengthen the resident's right to her home—the traditional banner of personhood theory—but also provide disincentives against dissolving the community. This does not mean that one resident's option to leave should be blocked so as to allow another resident to preserve her "context" forever undisturbed. The first resident too enjoys personhood rights allowing her the same choice between remaining in her "context" and leaving. Even when property is conceived as freedom to create the social arrangements a person desires, the person's choice does not have conclusive effect, since other persons—other decisionmakers—are involved.[169] However, rendering the choice to leave the "context" harder is legitimate in personhood theory's terms.

A resident choosing to leave her house and neighborhood perceives the house and neighborhood as "fungible goods," goods that she can

168. Radin, *supra* note 61, at 1905.
169. *See* WALDRON, *supra* note 159, at 296-97.

replace. By moving she is actively seeking to replace them, and thus now these goods only represent in her eyes an instrumental monetary value. In contrast, for the neighbor remaining behind, the context still represents a "personal good." In the conflict between the two, the interest of the person for whom the good is a "personal good" should prevail, according to personhood theory.[170] Therefore the community's interest in property, a tool that will make leaving a neighborhood more difficult as means for preserving the "context," can and should become a part of personhood theory.

Without it, and as long as personhood focuses solely on the individual right to a specific asset, personhood theory cannot serve its own goals of creating property rules that preserve the owner's personality and deepest attachments. As William Simon notes when critiquing the theory, "[i]t may be harder to assimilate into a new community than to recreate a comfortable home environment, and loss of membership in a community seems a more serious threat to identity than loss of a particular dwelling."[171]

Simon believes that the community can only be afforded the necessary legal protection under communitarian theories, reviewed in Section II.A. This conclusion may be too hasty. The emphasis on a person's attachment to her community can come not only from a firm belief in the community, but also from an unwavering dedication to the person and her needs as a human being. The obligation to preserve the community can be explained within personhood theory's framework. This result is conditioned upon the framework being widened, so as to make it, in practice and not only theory, inclusive and responsive to a person's attachment to her home and environment. Only in this manner can personhood theory and its emphasis on personal ties to "context" remain coherent.

2. Labor-Desert Theory

a. The Theory

Personhood theory presents a forceful right-based argument for private property. Still the most influential right-based argument for property is found elsewhere—in labor theory. The idea that labor creates a property right is deeply rooted in legal thought: "It would seem to be a first principle of Anglo-American jurisprudence, an axiom of the most fundamental nature, that every person is entitled to the fruit of his labors unless there are important countervailing public policy considerations."[172] This idea traces back to the philoso-

170. *See supra* note 163 and accompanying text.

171. Simon, *supra* note 98, at 1361.

172. Melville B. Nimmer, *The Right of Publicity*, 19 LAW & CONTEMP. PROBS. 203, 216 (1954).

phy of John Locke. Locke's theory of property holds that by mixing her labor with an unowned—or rather, owned by the commons—part of the earth or its fruits, a person makes that part her own.[173] The entitlement to the products of one's labor is frequently explained by a notion of desert. Though it is unclear whether this was Locke's own intention,[174] the labor theory is often read as a desert theory: a person deserves the product of her work.

If labor is the basis of entitlement to property, it must be defined. Locke himself did not devote much attention to this matter. Commentators have suggested several alternative notions of labor. One is the production of something (even if valueless to society) that otherwise would not have existed.[175] A second possibility is that only labor producing something of value to others deserves reward—a "value added" labor theory.[176] Finally, labor might be an activity that involves pain to the laborer.[177]

b. The Production of Value

This Article is concerned with rights in a residential unit. More specifically, it contends that the surrounding community should be assigned an interest in a house, that it should be entitled to some of its value. For labor-desert theory, the central task, when assigning property rights, is to identify the asset's creator. Thus this Article's question, "Who should have a right to the house and its value?" translates to the question, "Who labored and produced it?" This, in turn, given the possible definitions of labor, implies an inquiry as to the identity of those creating the house, adding value to it, or exerting pains in doing so. Is the house's value "natural?" Is it produced solely by the dweller? Is it the result of the labor of others who deserve corresponding rights? To answer these questions it is necessary to address the general issue of the origin and nature of goods' values.

Until at least the second half of the seventeenth century, scientists believed that when placed in the open air, putrefying meat generates, out of itself, maggots of flies. Following such experiments as those conducted by Francesco Redi and later Louis Pasteur, this theory of "spontaneous generation" was eventually abandoned.[178] Similarly, few will contend today that if a house is placed in a neighbor-

173. *See* 2 JOHN LOCKE, TWO TREATISES OF GOVERNMENT §§ 27-28 (Peter Laslett ed., 1988). Locke placed limits on the ability to appropriate, none of which are relevant here.

174. WALDRON, *supra* note 159, at 206.

175. Becker, *supra* note 160, at 193.

176. *Id.*; Justin Hughes, *The Philosophy of Intellectual Property*, 77 GEO. L.J. 287, 305 (1988).

177. *Id*. at 302-03; Lawrence C. Becker, *The Labor Theory of Property Acquisition*, 73 J. PHIL. 653, 655-56, 659 (1976).

178. For more on the demise of the theory, see John Farley, *The Spontaneous Generation Controversy (1700-1860): The Origins of Parasitic Worms*, 5 J. HIST. BIOLOGY 95 (1972).

hood, it will generate, out of itself, its value. More generally, it is accepted that "our concern for goods . . . . does not arise in spontaneous consumer need," as renowned economist John Galbraith put it.[179] Nevertheless, while "spontaneous generation" has long ceased to influence thinking about the natural sciences, the belief that assets' values are created organically by some natural need still affects our thinking about the moral justification for an owner's right to the value of her asset and any increases in it. The remainder of this Subsection will criticize this outdated idea. In its stead, it will promote the argument that if the justification for property is that she who labors upon a thing deserves to own it, then when part of the thing's value is created by society, society deserves an interest in it.

Philosophers and economists have been noting that the values of goods, and accordingly their prices, are not natural, but social. Locke himself distinguished money and other "treasures" from goods that are naturally needed. "[A]s to Money, and such Riches and Treasure," he wrote,

> these are none of Natures Goods, they have but a Phantastical imaginary value: Nature has put no such upon them: They are of no more account by her standard, than the Wampompeke of the *Americans* to an *European* Prince, or the Silver Money of *Europe* would have been formerly to an *American*.[180]

Jean-Jacques Rousseau, who lamented the replacement of the romantic state of nature by civilized society, described the latter as an "assemblage of artificial men and factitious passions, which . . . have no foundation in nature."[181] He viewed civilized man as constantly living "outside himself," a man whose needs and desires—anything but natural—are created by society, and who has hence ceased to be free.[182]

Like Rousseau, John Stuart Mill was concerned about the modern separation of actual values and desires from natural needs and "true" values. Relying on a labor theory and conceiving labor as related to efforts, Mill criticized the economy of his times, where labor's rewards were not proportional to the pains exerted.[183] Karl Marx's approach to workers' entitlements in the nineteenth century was similar. Furthermore, he sought to make people realize that decisions regarding production and distribution are not natural, but are rather made by men. He believed that the characterization of such decisions

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179. JOHN KENNETH GALBRAITH, THE AFFLUENT SOCIETY 132 (4th ed. 1984).

180. LOCKE, *supra* note 173, § 184.

181. JEAN-JACQUES ROUSSEAU, THE SOCIAL CONTRACT AND THE FIRST AND SECOND DISCOURSES 137 (Susan Dunn ed., 2002).

182. *Id.* at 122-23, 137-38. On Rousseau's thesis that man has come to live outside of himself see ALAN RYAN, PROPERTY AND POLITICAL THEORY 53-54 (1984).

183. JOHN STUART MILL, PRINCIPLES OF POLITICAL ECONOMY 235-36 (Jonathan Riley ed., Oxford Univ. Press 1994) (1848).

as natural consequences of properties of the produced commodities, accompanied by the claim that value is intrinsic to the commodity, were means of concealing the true nature of these decisions and values.[184] In reality, they are events that individuals themselves bring about through concrete social activities. By hiding this reality, an illusion is created that the actual patterns of production and distribution are the necessary ones.[185]

These insights have been largely incorporated into twentieth century theories of markets and prices. As already seen, Galbraith attacked the myth of consumer sovereignty. He emphasized that preferences and demand were to some degree created by production—the same activity depicted as reacting to consumer needs.[186] Similarly, Walzer argues that goods themselves are inter-subjective, and not objective, creations:

> All the goods with which distributive justice is concerned are social goods. . . . Goods in the world have shared meanings because conception and creation are social processes. For the same reason, goods have different meanings in different societies. The same 'thing' is valued for different reasons, or it is valued here and disvalued there.[187]

Ross Zucker elaborates on the impact of this realization upon concepts of justice and equality. Social influences—generated by all community members—greatly affect the formation and character of individuals' consumer wants, which determine economic value. Zucker explains that needs are formed in an interdependent, intersubjective manner because the individual constitutes herself so as to accommodate others' needs; she must be able to provide others with means to satisfy their needs so she can receive in exchange means to satisfy her needs.[188] She must also develop her needs in a manner that will enable them to be satisfied by things other persons provide.[189] The capitalist system is thus sustained by common action of all the members of the economic community.[190] Zucker concludes that every member of the economic community should be entitled to an equal share of some of the national income, as each contributed to its creation.[191]

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184. Duncan Kennedy, *The Role of Law in Economic Thought: Essays on the Fetishism of Commodities*, 34 AM. U. L. REV. 939, 969, 984 (1985).

185. *See id.* at 968-88.

186. GALBRAITH, *supra* note 179, at 131-33.

187. MICHAEL WALZER, SPHERES OF JUSTICE: A DEFENSE OF PLURALISM AND EQUALITY 7 (1983).

188. ROSS ZUCKER, DEMOCRATIC DISTRIBUTIVE JUSTICE 29-30, 112-13 (2001).

189. *Id.* at 113.

190. *Id.* at 206, 238.

191. *Id.* at 86-88, 119, 254-55.

c. The Production of Residential Properties' Value

All these arguments highlight the social nature of the economic value of assets, which is evident in the case of residential properties. In his book *The Production of Space*, discussing urban space in general, the influential French sociologist and philosopher, Henri Lefebvre, wrote that "Space is permeated with social relations; it is not only supported by social relations but it is also producing and *produced by social relations*."[192] The value of a house is the product of many factors, only one of which is the structure's quality and the owner's patterns of investment in it. Other impactful factors are generated by the surrounding community. First, much of the change in a house's value is the outcome of public investment in the city, of changes in the regional and national economy, and of changes in the way the real estate market is regulated and taxed.[193] Second, an upgrade to one property may improve the market value of nearby properties (neglect will have similar, though detrimental, effects).[194] Hence, some of the value of my property is created by the investment of my neighbor in her property. Third, the house's value is influenced by neighborhood context. In the dynamics associated with neighborhood change, areal factors play a major role.[195] The value of my property is a function of the common perception of my neighborhood: if others view it as up-and-coming and desirable, the value will increase. If they perceive it as declining, the value will decrease.[196] The stigma or status conferred on a particular neighborhood distorts the allocation of resources.[197] Rolf Goetze goes as far as stating that actual events such as changes in credit availability and facts regarding turnover rates often go unnoticed when deciding whether to live in a neighborhood and invest in a house, until reported by the media.[198] Neighborhood confidence, which determines property values, is produced by attitudes' change, rather than by housing obsolescence.[199]

A house's value is deeply influenced by social perceptions. Hence, labor-desert ideas can hardly justify the owner's entitlement to the full increase in its value. The owner did not create it alone. The same goes for decreases in value. This conclusion holds, no matter which

192. HENRI LEFEBVRE, THE PRODUCTION OF SPACE 286 (Donald Nicholson-Smith tr., 1991) (emphasis added).

193. JOHN EMMEUS DAVIS, NAT'L HOUS. INST., SHARED EQUITY HOMEOWNERSHIP: THE CHANGING LANDSCAPE OF RESALE-RESTRICTED, OWNER-OCCUPIED HOUSING 65 (2006).

194. *See generally* Barnes, *supra* note 136, at 41-45 (examining the rehabilitation experience in Boston's South End and its impact on property values).

195. HOUSING IN AMERICA: PROBLEMS AND PERSPECTIVES 192 (Roger Montgomery & Daniel R. Mandelker eds., 2d ed. 1979).

196. *See* Leven et al., *supra* note 133, at 199.

197. GOETZE, *supra* note 111, at 31.

198. *Id.* at 61.

199. *Id.* at 62.

meaning of labor is adopted. The owner did not create something new, the added value was not wholly due to her efforts, and the pains she suffered are limited to those associated with improvements she made, which form only part of the story. The community, on the other hand, labored on the asset and accordingly deserves reward. It created something new: a trendy neighborhood where previously there was a forgotten one. This something new is of value to society. Finally, efforts were made by the community: the improvement in the perception of one neighborhood normally entails the deterioration of that of others—the harms caused to those other neighborhoods are "pains" the community endured. [200]

d. Conclusion

Part of the change in a residential unit's value is due to changing attributes of the community where it is situated. These attributes are created not by the unit's owner, but by public perceptions or economic circumstances, improvements to neighbors' houses, and government investment in infrastructure. As John Morgan and Harvey Molotch conclude, in the market for places and homes "*price is sociological*."[201] There is nothing "natural" about it.[202] Therefore, in accordance with notions of desert, the community that labored on creating part of the asset's value should maintain a property right in that part: the community aspect of property.

Still, a caveat must be added regarding this application of Lockean theory. The relationship of the preceding analysis to labor theory is complicated. The discussion is consonant with the theory's spirit and logic, yet the theory as written by Locke might not accommodate it. Locke's theory was a theory of first appropriation: the first man who labors on an unowned asset is entitled to own it. After this appropriation, a later laborer on the same—but now owned—asset will acquire nothing. Locke's is a theory of natural rights, of historical entitlements.[203] As such, it encounters difficulties in acknowledging any property interest in the house credited to the community (or anyone else) after an original owner acquired the asset. Theories of natural rights are static theories; they thus might be irrelevant to real-world problems of a developed interdependent society. I will address this difficulty in the following two Subsections.

200. On the harms gentrification in one neighborhood inflicts on other neighborhoods, see Peter Marcuse, *Gentrification, Abandonment, and Displacement: Connections, Causes, and Policy Responses in New York City*, 28 WASH. U. J. URB. & CONTEMP. L. 195, 216-17 (1985).

201. LOGAN & MOLOTCH, *supra* note 58, at 9.

202. WALDRON, *supra* note 159, at 138.

203. *Id.*

3. Property as a Natural Right

The preceding discussion explored two right-based arguments justifying property rights and concluded that they call for recognizing a community interest in such rights. This might not have been the case had those right-based arguments been read as natural right theories of property. The strongest opposition to the community interest in private property stems from natural rights theories. I will now point at the concerns raised by these theories and highlight the problematic nature of their understanding of the role and law of property.

A natural rights and historical entitlement system is not a specific right-based argument justifying property. The natural right to property can emerge from whatever source—labor and personhood being two contenders. The key element in a natural rights/historical entitlement philosophy is that afterwards—after the right's original creation—it is forever protected. The particular rule that determines the just origin of the property right is only of secondary importance.

Therefore, Robert Nozick, the most prominent philosopher of the historical entitlement theory, refrains from formulating the "principles of justice in acquisition," though they are an important component in his system of justice.[204] Nozick holds that in a just world, a person who acquires a holding in accordance with the principles of justice in acquisition is entitled to that holding.[205] The only way another person can become entitled to that holding is by acquiring it from her in accordance with the "principle of justice in transfer" (also not detailed by Nozick).[206] This is a historical theory of justice in distribution, rather than an end-result theory of justice. The determination whether a distribution is just depends upon how it came about, and not upon how things are distributed at the present.[207] For the existing system of property to be just, it must be the result of transfers of assets from those who acquired them in accordance with the original principle of acquisition. If those transfers were made following the governing rules of transfer then the result is just—regardless of its specific character.

Such a theory would arguably deny the introduction of the community's interest in property. Nozick differentiates his principles of justice from "*patterned*" principles of distribution.[208] The latter specify "that a distribution is to vary along with some natural dimension, weighted sum of natural dimensions, or lexicographic ordering of natural dimensions."[209] According to his theory, if a distribution is

204. ROBERT NOZICK, ANARCHY, STATE, AND UTOPIA 150, 153 (1974).
205. *Id.* at 151.
206. *Id.*
207. *Id.* at 153-55.
208. *Id.* at 155-56.
209. *Id.* at 156.

arrived at by the principles of historical entitlement, it is just, no matter how "unpatterned" and random.[210] Hence arguments for distribution according to "patterns" of moral merit, needs, or marginal product, are alien to the system.[211] The claims made in the former two Subsections that the community is entitled to an interest in property because of notions of desert or due to individual needs for maintaining constitutive attachments are irrelevant to a Nozickean system.

This denial is reinforced when the role of first acquisition is further strengthened, as it is by other writers in the natural rights tradition. The desire to acquire is sometimes presented as inherent to human nature: a biological instinct or an uncontrollable psychological impulse, serving both as means for survival and tool for self-fulfillment. For this reason property is understood as a natural right, predating organized society.[212] On a less abstract and deterministic note, first possession has been justified as the source of property due to its alleged enduring role in most societies.[213]

If first acquisition or possession is the controlling factor, it is hard to argue for an interest emerging for the community's benefit in a house already acquired and possessed. It is not, however, an impossible argument to make. Individuals can maintain natural rights in assets they acquired, and still those rights may be subject to limitations, even in a natural rights/libertarian world—if the individuals *choose* the limitations. The property right voluntarily restricted ex-ante is a complicated issue for libertarian approaches.[214] On the one hand, such theories object to limits placed on property rights. On the other hand, they celebrate individual choice. Nozick's assignment of a key role to voluntary communities is thus highly intriguing.[215] The proliferation of these communities represents utopia for Nozick. His utopia is a framework—a minimal state—within which many societies exist, each living its members' idea of the utopian society. Every group of persons sharing the same idea of utopia may come together and realize its ideal. Internally, the different communities may impose restrictions on their members to assure the realization of their utopia. Had they been imposed by the state, these restrictions would have been unjustifiable on libertarian grounds. Yet the different communities may enforce these limitations on freedom. For example, a communist community may redistribute wealth between its members,

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210. *Id.* at 156-58.

211. *See id.* at 155-60.

212. *See* RICHARD PIPES, PROPERTY AND FREEDOM 65-86, 286 (1999).

213. Richard A. Epstein, *Possession as the Root of Title*, 13 GA. L. REV. 1221, 1241-43 (1979).

214. *See* RANDY E. BARNETT, RESTORING THE LOST CONSTITUTION: THE PRESUMPTION OF LIBERTY 43 (2004).

215. Nozick is a strong proponent of free contract: he believes that an individual should be allowed to sell himself into slavery. NOZICK, *supra* note 204, at 331.

while the central government may not redistribute wealth between communities.[216]

It may follow that the different communities should be preserved so that they can continue to live diverse utopias, thereby allowing each person to choose her utopia. However, Nozick emphasizes that the system should be based on a person's ability to leave one community and move to another.[217] Community stability is to be achieved by the payoffs the community awards each member, persuading her to stay.[218] Nozick's utopia consists of "a world which all rational inhabitants may leave for any other world they can imagine . . . an *association*," and not of a "world in which some rational inhabitants are not permitted to emigrate to some of the associations they can imagine, an *east-berlin* [*sic*]."[219]

But at the same time, Nozick acknowledges that absolute rights to leave a community lead to an impasse:

> [P]roblems arise if an individual can plausibly be viewed as *owing* something to the other members of the community he wishes to leave: for example, he has been educated at their expense on the explicit agreement that he would use his acquired skills and knowledge in the home community. Or, he has acquired certain family obligations that he will abandon by shifting communities. Or, without such ties, he wishes to leave. What may he take out with him? . . . Clearly the principles will be complicated ones.[220]

If the idea of "owing something" to the community is broadly conceived, loyalty and a duty to allow peers to continue living their utopia may serve as justifications for making leaving a community more difficult. Recall the issues explored in Section II.B.2.ii.: the Nozickean utopia is analogous to Tiebout's model of the market for local public goods. While Tiebout's individuals shop for municipalities, Nozick's shop for utopias. Accordingly, Nozick's utopia encounters problems similar to those that Tiebout's model faced, namely the damage inflicted to the community by every departure. This problem renders the visions impossible to realize. Like Tiebout's model, Nozick's utopia can be saved only following the introduction of reasonable controls allowing communities' survival without turning them into "east-berlins." This idea might, to the superficial observer, contrast the notion of the minimal state, which is Nozick's framework for utopia.[221] But the minimal state always plays an active role in

216. *See generally id.* at 297-334.
217. *Id.* at 302, 317.
218. *Id.* at 306.
219. *Id.* at 299.
220. *Id.* at 330.
221. *Id.* at 333-34.

protecting property rights,[222] or—in Nozick's terms—in rectifying deviations from the principles of justice in acquisition and transfer. So why must it refrain from acting to protect a certain form of property right and community desired by owners?

These ambiguities make it difficult to assess the response of libertarian thinking to the reinforcement of voluntary associations' powers. They are symptoms of libertarianism's general deficiencies. The theory is attractive as it offers clear-cut notions of justice, freedom, and property; but, for the same reason, it is also unrealistic. It fails to recognize the complex nature of property rights. In a world with more than one owner, property rights conflict and regulation must be introduced to determine which right shall prevail.[223] This Article demonstrates the problem: while one owner—for example Ms. Rodriguez of the Introduction—seeks to preserve her property right as it were, another demands to secure her ability to use or transfer her property right as she pleases. Yet if the latter is allowed to act, the former cannot maintain her property right in its current condition. Answers to such conflicts—between one owner's security and another's freedom—cannot be found by resorting to an endorsement of "natural property rights" and to a denial of "regulation," because property rights are found on both sides of the dispute. Society, not nature, picks the winners in such contests.

4. Property as a Social Phenomenon

The natural rights conception of property is juxtaposed with a very different idea regarding the origin of property, explained by Rousseau in this famous excerpt:

> The first man, who after enclosing a piece of ground, took it into his head to say, *this is mine*, and found people simple enough to believe him, was the real founder of civil society. How many crimes . . . how many misfortunes and horrors, would that man have saved the human species, who pulling up the stakes or filling up the ditches should have cried to his fellows: Beware of listening to this impostor; you are lost, if you forget that the fruits of the earth belong equally to us all, and the earth itself to nobody![224]

This conception of property rights as a social phenomenon that could not have antedated society shatters any pretences of sanctity on the part of property rights. First acquisition can no longer be portrayed as natural. In a style reminiscent of Rousseau, Carol Rose explains the common law's acceptance of first acquisition as ownership's origin by its being a manner for communicating a message, a "text" intelli-

222. Singer, *supra* note 165, at 651.
223. SINGER, *supra* note 20, at 94, 171-74.
224. ROUSSEAU, *supra* note 181, at 113.

gible to others. It therefore is not enough for the person to say "it's mine"; "some relevant world must understand the claim it makes and take that claim seriously."[225] First possession is "the articulation of a specific vocabulary within a structure of symbols approved and understood by a commercial people."[226]

Property rights can only exist within a society. They are not a natural right that cannot be modified after the individual enters society. As society defines the right, it may set the right's limits.[227] This conception of property makes it easier to recognize the need to reward the community's labor on the creation of the house's value, and to constrain property rights in residential units in a manner that will better protect owners' personhood.

More importantly, this social conception of property allows an understanding of property that integrates the different theoretical approaches explored in this Part of the Article. Joseph Singer has proposed replacing the ownership model with an entitlement model, which will direct attention to the way in which property law structures relations.[228] He explains that property rules not only protect individual rights, but also form the overall social context in which individuals live.[229] Accordingly, the property rules chosen are those that shape the contours of social relations in a manner which accords with our considered judgments about the appropriate forms of social life. The central normative goal of property law is to protect justified expectations. The decision as to what constitutes justified expectations relies both on utilitarian and right-based arguments.[230] As seen in this Section, right-based arguments, both those appealing to labor-desert and those appealing to personhood, lead to the conclusion that the expectation that a neighbor will not easily leave her fellows behind, is justified. Utilitarian arguments, explored in the preceding Section, and communitarian ideas, reviewed still earlier, converge on the same result.

These insights counsel that emphasis be placed upon the relations that develop between neighbors. This is indeed the approach advocated by Singer:

> The relational approach shifts our attention from asking "Who is the owner?" to the question "What relationships have been established?" The shift is partly a shift from focusing on the relation between the owner and the resources owned to the relation between

225. Carol M. Rose, *Possession as the Origin of Property*, 52 U. CHI. L. REV. 73, 81, 84-85 (1985).
226. *Id.* at 88.
227. *See* Singer, *supra* note 165, at 647-48, 650-51.
228. SINGER, *supra* note 20, at 91.
229. *Id.*
230. *Id.* at 90, 130-39, 146, 210-12.

> the owner and non-owners who have benefited from the resources. But more important, the shift is from a perspective that focuses on the owner as an isolated individual whose presumptive control of the resource is absolute within her sphere of power to a perspective that understands individuals to be in a continuing relation to each other as part of a common enterprise.[231]

This property theory has been applied to gentrification and neighborhood change. One researcher found that neighborhood activists in Vancouver based their struggle against development that would have led to gentrification and displacement on an alleged community property right in a privately owned department store and a public park.[232] Residents viewed themselves as owners of the properties, in defiance of the classical ownership model.[233] They invoked the entitlement model arguing that these properties became part of the community.[234]

In this manner the relational theory was enlisted to regulate the relations between the community and external forces. It can guide the internal relations between neighborhood residents just as well. The relationship between residents should be viewed as constituting a common enterprise—a community—on which all residents are dependent. The residents rely on the relationship's continuity: they invest in their houses and make them the center of their lives, based on an assumption that their relationship with their surroundings, which benefits all involved, will persist. The reliance on such relationships should be protected. [235] Owners should have property rights—community property rights—in the private holdings of their neighbors.

Property rights are the creation of society, not nature or god. As such, society may model property rights according to its conceptions of individuals' needs, of justice and desert, and of desired social relationships. Hence property rights should be recognized when people reasonably rely on existing relationships with others. Reliance on the character of one's environment, on lasting interactions with surrounding people, is something that socially created property rights seek to promote.

5. Conclusion

Right-based arguments, in their vast majority, necessitate the protection of the community's interest in private property. The community is entitled to such an interest as a reward for its labor on the

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231. Singer, *supra* note 165, at 657.

232. NICHOLAS BLOMLEY, UNSETTLING THE CITY: URBAN LAND AND THE POLITICS OF PROPERTY 37-53 (2004).

233. *Id.* at 55-65.

234. *Id.* at 73-74.

235. *See* Singer, *supra* note 165, at 661.

creation of a portion of a house's value. This interest is also vital in order to enable the existence of the individual's personhood and to safeguard her "personal properties," which cannot be detached from the "context" where she lives. Even if these or other right-based arguments are regarded as creating natural property rights, they may still be understood as requiring the protection of certain communities—certain forms of property—that people voluntarily choose. Regardless, social conceptions of property rights may be deemed preferable to natural rights worldviews. From the perspective of these relational readings of rights, the absence of protection for the community's interest in ownership is particularly troubling.

D. Conclusion

This Part of the Article has explored diverse property theories and illustrated how they all could support—indeed, necessitate—the recognition of the community aspect of private ownership. It must be stressed, however, that the fact that communitarianism, welfare economics, and rights-based arguments all converge on this conclusion does not imply that their rationalizations are identical or that the specific contributions they make are useful for the same purposes. Thus, for example, communitarianism provides us with a rich understanding of the meaning and import of the neighborhood, but it falls short in putting forward detailed principles for regulating the relationship between the neighborhood and the individual: for balancing neighborhood stability against individual freedom. Welfare economics presents the groundwork for such a balancing scheme, but the intangible value of the neighborhood is, too often, not a natural element in its calculus. Rights-based arguments ground the community aspect of ownership in the very powerful tradition and rhetoric of property rights, but, as each right-based explanation isolates one salient attribute of reality, such accounts' notion of community is rather thin. Those not exclusively attached to one specific theory will draw in a pragmatic manner on all of them when considering the community aspect of ownership. Those adhering to one or another of the theories are bound to view the community aspect in divergent lights. That being said—they are still likely to view it favorably.

III. THE COMMUNITY ASPECT OF PRIVATE OWNERSHIP AND PROPERTY LAW PRACTICE: A PROPOSAL

A clear conclusion emerged from Part II of the Article. The community's interest in property should be recognized. But how can this goal be achieved? How—if at all—can the community aspect of property don a practical garb? The impetus for challenging property law theory to recognize the community interest was provided by a real

world problem presented in the Introduction. It originated in a difficulty faced by actual owners whose neighborhoods are destabilized. It is thus important that the community aspect of ownership not be constricted to the realm of theory. This Part of the Article will suggest one possible way of giving it concrete substance. I will propose a scheme that will grant the community the partnership interest in assets' value to which it is entitled, in a way that can alleviate the plight of owners whose community is threatened.

The proposal distinguishes two disparate situations: one where properties' market values are increasing dramatically—the conditions characteristic of an improving/gentrifying neighborhood—and another where property values are decreasing dramatically—the common occurrence in a declining neighborhood.

A. An Improving Neighborhood

In the improving neighborhood the traditional individualized notion of property and the community-invested idea of property, introduced by this Article, contrast most strikingly. Therefore Ms. Rodriguez's story served as a good illustration of the problem property law faces. In a gentrifying neighborhood properties' monetary values increase, while the community aspect of those same properties is threatened. Local residents are displaced. The owners among them—like Ms. Rodriguez—might be able to reap a profit when selling. Yet they lose their community, which was a constitutive element of their property right and the enjoyment they derived from it.

In light of the fact that, as already seen, this result is inefficient and unjust, what should be the policy response? I suggest imposing a tax calculated as a percentage of the profit made in selling property and collected at the time of sale, accompanied by rent control. The tax rates are to be set according to the intensity of gentrification, with higher taxes levied the more intense the process. The establishment of such a tax corresponds to the requirements of the theoretical approaches reviewed in Part II. The tax will deter sales since it will render them less lucrative, thereby carrying a stabilizing effect.[236] In this manner it will convey upon residents better chances at preserving their attachment to their neighborhood, as suggested by communitarian and personhood theories. It will make emigrants internalize their departure's costs, thereby solving the collective action problem identified by utilitarian theories. It will compensate those remaining behind for the upsetting of their reliance and expectations, as required by relational theories. The tax will also be a reward to

236. For a similar proposal of a sales tax aimed at deterring further destabilization and resegregation in neighborhoods undergoing racial integration, see Bell & Pachomovsky, *supra* note 152, at 2009-11.

society for its work on the creation of the increase in the house's value, a reward merited in accordance with labor-desert theory.

The tax will be levied at sale. At that time, the difference between the price for which the owner bought the house, and the price for which she is selling it, will be taxed. Subtractions should be introduced for improvements she made to the property, as well as for general increases in housing prices in the entire region and nation.

The best way to understand these characteristics of the proposed tax is by identifying the tax's relationship to other taxes to which property owners are subject. The proposed tax, like existing property taxes, will be paid to a local authority. Another similarity between these two taxes lies in their normative structure. The tax contemplated is based to some degree on the "benefit tax" principle of taxation, as property taxes are held to be.[237] The benefit principle of taxation dictates that a person be taxed in keeping with the amount of benefit she derives from services provided by the relevant governmental body. Property taxes represent a payment a homeowner makes for her enjoyment of local public services. More importantly, these services enhance property values. Hence, when paying property taxes, calculated based on her home's value, the taxpayer is paying the local government consideration for its services. Similarly, the proposed tax will be paid in accordance with the contribution the community, via public and private investment, made to the value of the taxpayer's asset.

But unlike property taxes, the proposed tax will only be paid when the investment is realized—upon the occurrence of a sale. In this feature, the tax is comparable to the capital gains tax, which forms a part of the income tax.[238] The reason for emulating the capital gains tax in this regard is obvious; levying the suggested tax while the owner is still occupying the house will achieve a result opposite to the desired outcome. Subjecting homeowners in a gentrifying neighborhood to higher taxes puts further pressure on them, making displacement practically unavoidable.[239] Conditioning the tax on a sale relates it to the principle of taxation according to ability to pay (which contrasts the benefit principle of taxation)—the guiding principle in income taxation.[240] A homeowner is being taxed according to her ability to pay since she only pays the tax when she is in actual

237. *See* William A. Fischel, *Municipal Corporations, Homeowners and the Benefit View of the Property Tax*, *in* PROPERTY TAXATION AND LOCAL GOVERNMENT FINANCE 33 (Wallace E. Oates ed., 2001).

238. For more on taxation upon realization, see Charles T. Terry, *Normative Capital Cost Recovery for a Realization-based Income Tax*, 5 FLA. TAX REV. 467 (2002).

239. Property taxes might be viewed as undermining property rights, since they might compel owners to sell their properties. *See* RICHARD A. POSNER, ECONOMIC ANALYSIS OF LAW 496 (6th ed. 2003).

240. RICHARD A. MUSGRAVE, THE THEORY OF PUBLIC FINANCE: A STUDY IN PUBLIC ECONOMY 61-63 (1959).

possession of the funds representing the increase in her home's value, i.e., after she sold it for a profit. Nevertheless, the tax does not truly embody the taxpayer's ability to pay. Unlike income taxation, the proposed tax is paid without considering the taxpayer's overall wealth. It only deals with income gained from one source—the sale of a house. Such an approach naturally deviates from the ability to pay principle, which sets taxes according to the taxpayer's entire income.[241] It also contradicts a major aspiration of income taxation, which is to tax similarly different investments, so as not to distort capital market decisions (i.e., not to have investors choose an investment solely because it is taxed favorably).[242] The proposed tax targets a specific investment—residential units—while leaving other investments untouched. Still, this is not a problem: the tax explicitly aims at "distorting" decisions in this one market.

Because of these major differences the tax is neither an addition to the capital gains tax, nor a part of its normative structure. Rather, it in some ways evokes Henry George's late nineteenth century proposed comprehensive taxation of land value as a single tax.[243] Although rejected in most jurisdictions,[244] that proposal still exerts much influence on the way scholars think about land taxation.[245] The famed economist and politician envisioned one single tax whose amount is determined solely by the value of land, discounting structures built on it. He believed that such a tax would be both efficient and progressive in incidence. In addition, he saw it as just, since land's value increases due to social and economic developments, as well as governmental investment, while owners do practically nothing to bring about such value increases. Hence, George did not believe that landowners earn these increments in value and conceived owners as occupying a different position than individuals who contribute labor and capital to production and earn their compensation.[246] This Article's community interest in property, as explained in Section II.C.2., shares this rationale, though it does not separate the value of buildings from the value of land. In addition, the tax sug-

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241. On determining a taxpayer's income, see HENRY C. SIMONS, PERSONAL INCOME TAXATION: THE DEFINITION OF INCOME AS A PROBLEM OF FISCAL POLICY 49-50 (1938) and Robert Murray Haig, *The Concept of Income—Economic and Legal Aspects*, *in* READINGS IN THE ECONOMICS OF TAXATION 54, 75 (Richard A. Musgrave & Carl S. Shoup eds., 1959).

242. *See* John K. McNulty, *Flat Tax, Consumption Tax, Consumption-Type Income Tax Proposals in the United States: A Tax Policy Discussion of Fundamental Tax Reform,* 88 CALIF. L. REV. 2095, 2138 (2000).

243. *See generally* HENRY GEORGE, PROGRESS AND POVERTY (1942).

244. Pennsylvania is the main exception. J. Anthony Coughlan, *Land Value Taxation and Constitutional Uniformity*, 7 GEO. MASON L. REV. 261, 262 (1999).

245. *See, e.g.*, LAND VALUE TAXATION: CAN IT AND WILL IT WORK TODAY? (Dick Netzer ed., 1998).

246. *See generally* Coughlan, *supra* note 244, at 263-68 (examining arguments in favor of land value taxation).

gested has no aspirations at replacing other forms of taxation, in stark contrast to George's plan.

Now that the proposed tax has been situated among other taxation schemes, and its roles and characteristics clarified, it is necessary, in order to evaluate its effects, to try and predict who will actually pay it. Foreseeing the economic incidence of a tax[247] is practically impossible, as it depends, among other factors, on the elasticities of supply and demand.[248] As far as the relationship between seller and buyer is concerned, this is not a major worry: whether the owner/seller pays the tax, or whether she passes the tax on to the buyer, the tax's purposes are attained. In both scenarios, the sale is deterred, and either the owner moving out or the in-mover internalizes the move's costs to the neighborhood.

The incidence of the tax does raise a concern with regards to the possibility that owners will pass it on not to potential buyers, but to tenants. When sales' profits are taxed, owners have an incentive to lease their properties for higher rents rather than sell them.[249] Theoretically, rent proceeds should be taxed as sale proceeds since the two are economically equivalent. However, the danger is that landlords will pass on, via higher rents, rent income tax to current tenants, leading to displacement and the community's demise. A better approach, thus, is to avoid taxing rent income. Instead, the sales tax should be supplemented by a more traditional rent control policy. Rent control prevents landlords from increasing rents beyond a set amount representing fair return on their investment. It thereby prevents higher-income in-movers from outbidding lower-income tenants.[250] The rent control suggested here correlates to the taxation of sales and is thus justified on the same grounds justifying the tax: it is an embodiment of the community's interest in the asset. Rent control will check owners' ability to realize value increases by leasing for higher rents, thereby evading the tax levied at sale. It will allow this Article's proposal, which otherwise centers on homeowners, to convey benefits directly to tenants. Rent control is probably the only tool that can effectively help tenants stay in a gentrifying community.[251]

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247. The economic incidence of the tax relates to the identity of the party who is unable to pass along the burden of the tax. It need not correlate to the legal incidence.

248. Fulton Corp. v. Faulkner, 516 U.S. 325, 341-42 (1996); Walter Hellerstein, *Complementary Taxes as a Defense to Unconstitutional State Tax Discrimination*, 39 TAX LAW. 405, 438-42 (1986).

249. For a similar scenario with a land improvement tax, see POSNER, *supra* note 239, at 496.

250. Rent control has been controversial for years. For an overview of the debate, see SINGER, *supra* note 148, at 777-81. For the debate in the context of gentrification, compare Molly McUsic, Note, *Reassessing Rent Control: Its Economic Impact in a Gentrifying Housing Market*, 101 HARV. L. REV. 1835 (1988) with Minton, *supra* note 95.

251. *See, e.g.*, J. Peter Byrne, *Two Cheers for Gentrification*, 46 HOW. L.J. 405, 426 (2003).

Aiding tenants is necessary for the realization of the community interest in ownership, as their displacement threatens the community.

B. A Declining Neighborhood

This Article focused on the operation of the community interest in a gentrifying neighborhood. However, as has been made clear, the community aspect of property is operable in all situations, and community stability is at threat in declining neighborhoods as well. In fact, the declining neighborhood presents an easier case for justifying the community interest in property. Maintaining it in such neighborhoods implies combating the drop in property values, and thus it correlates to traditional individualized understandings of property protection. However, when it comes to practical implementation, the challenge of protecting the community's interest in such neighborhoods might be more complex than in improving neighborhoods. The reason is that the theoretical justifications for the community interest explored in Part II of this Article may diverge in their recommendations here.

When understood as created by society, the decrease in property values calls for a transfer of funds from society to the owner/seller, perhaps in the form of a negative tax.[252] As seen in Section II.B.2, society is the entity responsible for locations losing appeal. If the community is a silent partner in land ownership, partaking in its benefits (as suggested by the tax discussed above), it should also share in the losses.

However, the stabilizing effect of such a scheme is questionable at best. A promising precedent is the experience of Oak Park, Illinois. When, during the 1970s, the Chicago community bordering Oak Park became segregated following white flight and neighborhood decline, the Oak Park community fought back by enacting an equity assurance plan.[253] The plan—financed by a one percent general tax on all local properties—is open to any single-family homeowner that enrolls by paying a fee covering the cost of appraisal.[254] An appraisal is then made of the home's value. Five years after the owner enters the program, the protection sets in, and if an owner is unable to sell her residence at the appraised value, she is reimbursed for eighty percent of the loss.[255] The plan has been perceived as a success: no owner has

252. The term negative tax describes government payments made to citizen through the tax system instead of the welfare system. *See* James Tobin, Joseph Pechman & Peter M. Mieszkowski, *Is a Negative Income Tax Practical?* 77 YALE L.J. 1, 2 (1967).

253. Maureen A. McNamara, *The Legality and Efficacy of Homeowner's Equity Assurance: A Study of Oak Park, Illinois*, 78 NW. U. L. REV. 1463, 1466-67 (1984).

254. *Id.* at 1468.

255. *Id.*

ever sought reimbursement and the community remains remarkably stable. As a result, other municipalities adopted similar programs.[256]

Still, in Oak Park the municipality promised to reimburse owners for eighty percent of their losses. It is doubtful whether less affluent locales could assume such a financial burden. Yet if they solely pledge partial compensation for owners' losses, the chances of replicating Oak Park's success dramatically decrease. A partial monetary compensation might not hand the owner a strong enough incentive to refrain from selling; she might fear the cost of waiting will be greater.[257]

Therefore, another policy tool should be developed. One possible approach might be lowering property taxes using public funding (generated by the proposed tax collected in improving neighborhoods) to finance the ensuing tax deficit. It is imperative that local authorities advise residents that the same level of public services will be maintained (or even enhanced) despite the decrease in property taxes. At times of abandonment city government often reduces services, or at least does not keep up with the greater needs of the poor neighborhood.[258] It thereby, if only inadvertently, intensifies the spiral of neighborhood decline. In contrast, assurances that public investments in the neighborhood will remain steady, accompanied by the decrease in living costs, serve as incentives to stay.[259] They help preserve the community. The plan plays a role in reinstating neighborhood confidence, which, as seen in Section II.B.2.iii., is vital to neighborhood recovery. Indeed, property tax abatements have been known to encourage private investment in neighborhood rehabilitation.[260]

Furthermore, this plan, despite its eschewal of straightforward reimbursements for property value losses, is not inconsistent with the community interest's goal of reflecting the partnership between owner and neighborhood. Though not a direct transfer of funds, this scheme provides compensation for losses created by society: studies show that fiscal factors, namely tax rates and per capita municipal

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256. *See, e.g.,* 65 ILL. COMP. STAT. ANN. 95/1-20 (West 2010). On the plan elsewhere, see Bell & Parchomovsky, *supra* note 152, at 2005 n.136, 2006 n.140.

257. *See supra* note 131 and accompanying text.

258. HALLMAN, *supra* note 56, at 218.

259. Theoretically, any price stabilization scheme could also lead to the opposite result: it may induce moves. When the market trends downward, owners may refuse to accept prices that are lower than those the properties could have commanded earlier, and therefore they tend to stay put. The reason is liquidity constraints and also loss aversion. Once the market is stabilized, owners are thus less hesitant to sell. Lee Anne Fennell, *Homeownership 2.0*, 102 NW. U. L. REV. 1047, 1109-10 (2008). While this may be true to some extent in the general market, deteriorating neighborhoods normally, as seen, experience an exodus of residents. In such places, the pre-intervention baseline is excessive mobility, rather than the lack thereof.

260. Judith Bernstein-Baker, *Cooperative Conversion: Is It Only for the Wealthy? Proposals that Promote Affordable Cooperative Housing in Philadelphia*, 61 TEMP. L. REV. 393, 419 & n.229 (1988).

expenditures, are capitalized into house values.[261] Hence, under the plan suggested here, the community will monetarily compensate the homeowner whose house decreased in value: the more favorable fiscal environment will offset part of the decrease in the asset's value.[262]

IV. THE COMMUNITY ASPECT OF PRIVATE OWNERSHIP AND OTHER LEGAL PROBLEMS

Part III of this Article translated Part II's theoretical insights into practice by suggesting a plan implementing the community's interest in residential properties. This Article's theoretical insights have implications for the design and defense of still other rules of law. This concluding part of the Article will briefly review several such implications. I will highlight rules in other fields of property law that are, or can be, justified by reference to concepts similar to the community interest. I will also use the Article's thesis to suggest reforms in several of these rules. The discussion of each example will be merely introductory. My goal is to point at directions for further research, and I entertain no pretensions of engaging a full exploration of each and every example.

The discussion will be divided into three groupings of legal issues: properties other than residential housing, nuisance law, and intellectual property law.

A. Properties Other than Residential Units

This Article focused on the need to subject residential ownership to a community interest. The thesis relates to earlier calls for the acknowledgment of a similar interest in factories,[263] and commercial and public assets important to a community.[264] Several other assets with similar attributes, in which a community may claim an interest, exist.

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261. For a survey of these studies, see Vicki Been, *"Exit" as a Constraint on Land Use Exactions: Rethinking the Unconstitutional Conditions Doctrine*, 91 COLUM. L. REV. 473, 521-22 (1991).

262. The plan proposed in this Part of the Article, in both its facets, can be viewed as a form of home-equity insurance. It insulates, to some extent, the homeowner from decreases in the value of her home that are beyond her control. The premium she pays for this insurance is the loss of the ability to realize some of the increases in the value of said home. For an example of a scheme reimagining property rights in a way that will allow for the easier provision of home equity insurance, see Fennell, *supra* note 259. The program as proposed in this Article is a form of public—rather than private—insurance. Such an approach to the provision of the relevant insurance product might be justified as moral hazards are likely precluding its provision by private insurers. *See, e.g.,* ROBERT J. SHILLER, MACRO MARKETS: CREATING INSTITUTIONS FOR MANAGING SOCIETY'S LARGEST ECONOMIC RISKS 79, 82-83 (1993).

263. *See* Singer, *supra* note 165.

264. *See* BLOMLEY, *supra* note 232.

1. Places of Worship

Church closings have become a major issue over the past few years.[265] Faced with declining attendance and mounting costs, archdioceses close churches that no longer appear viable. But worshippers feel that their churches should not be treated as standard assets with which the owner—the Catholic Church—can do as it pleases. They perceive themselves as entitled to a holding in what is not just a real estate commodity, but also an institution central to their communities and lives. Though not cloaked in legal terms, this is a debate about ownership rights in churches.

Throughout the years, courts have dealt with ownership in church properties mainly when confronted with controversies between religious fractions, arising out of a schism. Difficulties in deciding these cases stem from the First Amendment's Free Exercise and Establishment Clauses. Because of the latter, the Supreme Court has held that courts adjudicating such disputes must refrain from analyzing religious doctrines in an effort to determine which fraction is "loyal" to the church's tenets.[266] Rather, the Court has suggested two alternative approaches. Under the first, courts must defer to the church's governmental structure. This structure may be hierarchal (as in the Roman Catholic Church) or congregational (as with Judaism and Baptist Christianity). If the church's governance is hierarchical, ownership of church properties resides with the church's highest authority, whose decisions are binding even when arbitrary or fraudulent. If the church is organized on a congregational basis, each congregation owns its own property and governs it. Under the second approach legitimized by the Court for settling controversies over church properties, a court is to apply "neutral" secular legal principles. It is to employ standard property and contract doctrines to the relevant documents setting the assets' status.[267]

When a church closing is at issue there is hardly doubt that both these approaches allow an archdiocese to proceed with its plans.[268] The Catholic Church is the prototypical hierarchical organization, and it is also the properties' owner according to secular principles. Thus traditional legal analysis of church property controversies pays scant attention to the interests of community members. Commenta-

265. *See, e.g.*, James Barron & Jennifer Lee, *After Vigil to Protest Church Closing, Six Women Are Arrested*, N.Y. TIMES, Feb. 13, 2007, at B2; *Vigil Ends as Police Seal Boston Area Church*, N.Y. TIMES, Dec. 27, 2004, at A13.

266. *See, e.g.*, Presbyterian Church in the United States v. Mary Elizabeth Blue Hull Mem'l Presbyterian Church, 393 U.S. 440, 449 (1969). For a review of the cases, see Kent Greenawalt, *Hands Off! Civil Court Involvement in Conflicts over Religious Property*, 98 COLUM. L. REV. 1843, 1846-55 (1998).

267. For an analysis of the approaches, see Louis J. Sirico, Jr., *Church Property Disputes: Churches as Secular and Alien Institutions*, 55 FORDHAM L. REV. 335, 348-57 (1986).

268. *See* Akoury v. Roman Catholic Archbishop of Boston, 18 Mass. L. Rptr. 271 (Mass. 2004).

tors share this bias. In prescribing standards for church property disputes, the only individuals whose intent and reliance is mentioned as meriting consideration are those who donated money to the purchase and upkeep of the specific church.[269]

This legal attitude is too restrictive. Part II of this Article suggests that the community aspect of church properties ought to be acknowledged. This goal can be attained if courts, in applying "neutral" standards to church property disputes, identify and enforce implied agreements between members and the church. Over the lifespan of the parish an implied agreement comes into being, encompassing an understanding that the church will, at least to some extent, protect parishioners' reasonable expectations. The agreement implies that closing a church will only be the solution of last resort, and that the community will be supplied with an alternative place of worship. Progress can also be made if courts categorize churches' governmental structure as congregational more liberally. Since courts must avoid religious doctrine, there is little barring them from setting their own secular criteria for defining a local church as an empowered congregation, even when the church's doctrine requires otherwise.

2. Sports Teams

For many, sports teams are an indispensable component of their community and an important part of their identity.[270] As noted elsewhere, "[f]or better or ill, a cultural hallmark of our era is the truism that almost any community's most visible and cherished asset is a local major league professional sports franchise."[271] Yet most sports teams are private properties that can easily relocate.[272]

This reality bluntly ignores teams' roles in constituting communities, fans' attachment to them, and fans' contributions to a team's reputation. Several legal solutions have been proposed for these problems. First, there is the community-owned team model. The National

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269. *See* Greenawalt, *supra* note 266, at 1865; *see also* Catharine Pierce Wells, *Who Owns the Local Church? A Pressing Issue for Dioceses in Bankruptcy*, 29 SETON HALL LEGIS. J. 375, 389-95 (2005) (examining the impact of donations on a church's ability to declare bankruptcy).

270. *See* MICHAEL MANDELBAUM, THE MEANING OF SPORTS: WHY AMERICANS WATCH BASEBALL, FOOTBALL, AND BASKETBALL AND WHAT THEY SEE WHEN THEY DO 33 (2004).

271. Matthew J. Mitten & Bruce W. Burton, *Professional Sports Franchise Relocations from Private Law and Public Law Perspectives: Balancing Marketplace Competition, League Autonomy, and the Need for a Level Playing Field*, 56 MD. L. REV. 57, 57 (1997).

272. The ability to restrict the mobility of sports franchises is limited by law. NFL policies restricting franchise relocation violate the Sherman Antitrust Act. L.A. Mem'l Coliseum Comm'n v. NFL, 726 F.2d 1381 (9th Cir. 1984). The situation of baseball teams is different since the Court exempted them from the Act. *See* Fed. Baseball Club of Baltimore, Inc. v. Nat'l League of Prof'l Base Ball Clubs, 259 U.S. 200 (1922); *see also* Jeffrey Gordon, *Baseball's Antitrust Exemption and Franchise Relocation: Can a Team Move?* 26 FORDHAM URB. L.J. 1201, 1213-21 (1999) (discussing baseball's antitrust exemption).

Football League's Green Bay Packers is incorporated as a non-profit organization, whose shares are owned by fans.[273] Another possible solution is limiting teams' ability to relocate and obliging relevant approving bodies to consider the implications for the community.[274] A third proposal is to award a team's home city trademark rights in the team's name, logo, and colors.[275] Finally, there have been failed attempts at acquiring by eminent domain the property of a sports franchise contemplating a move.[276]

All these proposals raise serious issues of law and policy. However, they all evidence a belief shared by many that private sports teams have a community aspect.

3. Other Examples

The community interest in the preservation of its culture and architectural history may serve as justification for historic preservation legislation.[277] Cultural heritage is created by the community and helps define it. Consequently it deserves protection.

Even in non-historic districts, buildings' façades are important to neighborhood life and confidence. The maintenance of the neighborhood's appearance presents a collective action problem. Thus statutory obligations placed on homeowners to renovate their buildings'

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273. *See* Lynn Reynolds Hartel, Comment, *Community-Based Ownership of a National Football League Franchise: The Answer to Relocation and Taxpayer Financing of NFL Teams*, 18 LOY. L.A. ENT. L.J. 589, 593-95 (1998).

274. *See* Gordon, *supra* note 272, at 1259-64.

275. *See* Alvin B. Lindsay, Comment, *Our Team, Our Name, Our Colors: The Trademark Rights of Cities in Team Name Ownership*, 21 WHITTIER L. REV. 915, 936-61 (2000). In one recent case, parties arrived at this solution by agreement. Ending litigation initiated by the city of Seattle seeking to stop the relocation of the local professional basketball team—the SuperSonics—the team owners agreed in a settlement that though they will retain the rights to the SuperSonics' name, colors, and logos, they will not use them after moving to Oklahoma City. If a new National Basketball Assocation team arrives in Seattle, the owners will turn over those rights to the new team's owner at no cost. In addition, the team left behind all banners, trophies, and retired jerseys. Jeff Latzke, *Seattle to Retain SuperSonics Banners and Trophies*, SEATTLE TIMES, Aug. 20, 2008, http://seattletimes.nwsource.com/html/nba/2008127774_websoni20.html. A similar agreement was reached in 1996 when the original Cleveland Browns left for Baltimore, where they became the Ravens. In an accord with the city, the National Football League allowed the city to keep that team's name, colors and records, for use by a new promised team, which entered the league in 1999. Jon Morgan, *Deal Clears NFL Path to Baltimore*, THE BALT. SUN, Feb. 9, 1996.

276. *See, e.g.*, Indianapolis Colts v. Mayor & City Council of Baltimore, 741 F.2d 954 (7th Cir. 1984); Mayor & City Council of Balt. v. Balt. Football Club, Inc., 624 F. Supp. 278 (D. Md. 1985); City of Oakland v. Oakland Raiders, 646 P.2d 835 (Cal. 1982); City of Oakland v. Oakland Raiders, 646 P.2d 835 (Cal. Ct. App. 1985), *cert. denied*, 478 U.S. 1007 (1986).

277. *See generally* Carol M. Rose, *Preservation and Community: New Directions in the Law of Historic Preservation*, 33 STAN. L. REV. 473 (1981).

exteriors might be justified (lower income owners should be provided financial support to enable them to abide by such obligations).[278]

Finally, for more than three decades now, banks have been subject to a statutory duty to meet their communities' credit needs.[279] Said legislation was introduced to combat redlining (the practice of denying credit to certain, mostly poor and minority, communities) and to force banks to reinvest in communities from which they obtain deposits. It is based on a belief that banks are obliged to serve their communities: that they are not merely market actors, but entities that carry societal duties.[280] Though the law's efficacy is debatable,[281] it reflects a conception of financial institutions imbued with a community aspect.

C. Stigma-Based Nuisances

A nuisance is "a substantial and unreasonable interference with the use or enjoyment of land."[282] Courts have stated that a diminution in property value, standing alone, does not constitute an actionable interference.[283] Thus, if, for example, an owner discharges hazardous waste contaminating a neighbor's land, she may be sued for nuisance. But if the hazardous waste does not reach the neighbor's land, yet public perceptions stigmatize the area educing a diminution in the land's value, the situation becomes more complex. As the *Restatement (Second) of Torts* explains, the tort protects the owner's interest in "[f]reedom from discomfort and annoyance while using land[,] . . . freedom from physical interruption with his use[,] . . . [and] freedom from detrimental change in the physical condition of the land itself."[284] Stigmas do not cause discomfort and annoyance, nor are

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278. Many cities require owners to maintain the exterior façades of their buildings in a safe condition. *See generally* BUILDING FACADE MAINTENANCE, REPAIR, AND INSPECTION 3-44 (Jeffrey L. Erdly & Thomas A. Schwartz eds., 2004). In Israel the city of Tel-Aviv went beyond mere safety concerns and adopted an ordinance forcing owners to renovate a building's exterior every fifteen years. Ranit Nahum-Halevy, *Tel Aviv Landlords Now Required to Renovate Buildings Every 15 Years*, HAARETZ.COM (July 13, 2010), http://www.haaretz.com/news/national/tev-aviv-landlords-now-required-to-renovate-buildings-every-15-years-1.301585.

279. Community Reinvestment Act of 1977, 12 U.S.C. §§ 2901-2908 (2006).

280. Wendy Cassity, Note, *The Case for a Credit Union Community Reinvestment Act*, 100 COLUM. L. REV. 331, 349-50 (2000). *But see* A. Brook Overby, *The Community Reinvestment Act Reconsidered*, 143 U. PA. L. REV. 1431 (1995) (arguing the Act is better explained by principles of individual equality).

281. *See, e.g.*, Jonathan R. Macey & Geoffrey P. Miller, *The Community Reinvestment Act: An Economic Analysis*, 79 VA. L. REV. 291, 294-97 (1993); Lawrence J. White, *The Community Reinvestment Act: Good Intentions Headed in the Wrong Direction*, 20 FORDHAM URB. L.J. 281, 281-87 (1993).

282. *SINGER, supra* note 148, at 305. *See, e.g.,* Alaska Stat. § 09-45-255 (2010*); see also* San Diego Gas & Elec. Co. v. Superior Court, 920 P.2d 669, 696-97 (Cal. 1996); RESTATEMENT (SECOND) OF TORTS § 822 (1979).

283. *See* John Copeland Nagle, *Moral Nuisances*, 50 EMORY L.J. 265, 299 (2001).

284. RESTATEMENT (SECOND) OF TORTS § 821D cmt. b (1979).

they physical interruptions. At the most, they may cause emotional distress, but the Restatement holds that the tort is not addressed at protecting the owner's "interest in freedom from emotional distress."[285]

Courts are thus mostly hostile to nuisance claims arising from stigmas not accompanied by physical damage.[286] For their part, commentators are spilt on the topic. Some believe that damages should be awarded as owners suffer economic affliction because of stigmas.[287] In contrast, others claim that stigmas are prone to transformation as public perceptions shift, and therefore plaintiffs may not suffer any financial harm; seeing that by the time they sell their houses the stigma might subside, owners' claims for such damages are speculative.[288]

The problems accompanying stigma-based nuisance claims relate to many of the topics discussed in Part II of this Article. The social origins of market values, the role of perceptions in setting housing market trends, and stigmas' negative influences on communities are connected to the review of the community aspect of property. It is thus likely that the policy proposal put forward in Part III of the Article will partially solve the problem of stigma-induced property devaluation. When the fair market values of properties in a certain community drop, residents will receive property tax abatements. The decrease's cause may be neighborhood change, but it may also be stigmas. Providing residents of neighborhoods affected by stigmas such compensation may replace nuisance awards.

This scheme acknowledges the damage suffered by residents and is sensitive to stigmas' devastating effects on communities. In this last regard it follows the cue of courts that have become aware of the dire prospects facing affected communities. Some courts tend to be more receptive to nuisance claims based on contamination stigmas when plaintiffs succeed in tying property devaluation "to a general loss in community quality of life caused by a particular source of contamination."[289] Another advantage of the plan promoted in this Article is that it only awards residents compensation for as long as the stigma actually impacts the neighborhood: when its effect subsides, values will re-stabilize and taxes will cease to be subsidized. Thus the

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285. *Id.* In the past, courts accepted claims for nuisance based on emotional anguish, especially those concerning the operation of funeral homes and prostitution houses. Courts have mostly retreated from such holdings. *See* Michael D. Riseberg, Comment, *Exhuming the Funeral Home Cases: Proposing A Private Nuisance Action Based on the Mental Anguish Caused by Pollution,* 21 B.C. ENVTL. AFF. L. REV. 557, 574-78 (1994).

286. *See* SINGER, *supra* note 148, at 319.

287. *See, e.g.*, Alex Geisinger, *Nothing but Fear Itself: A Social-Psychological Model of Stigma Harm and Its Legal Implications*, 76 NEB. L. REV. 452, 496 (1997); Jennifer L. Young, Comment, *Stigma Damages: Defining the Appropriate Balance Between Full Compensation and Reasonable Certainty,* 52 S.C. L. REV. 409, 423-24 (2001).

288. *See* E. Jean Johnson, *Environmental Stigma Damages: Speculative Damages in Environmental Tort Cases*, 15 UCLA J. ENVTL. L. & POL'Y 185 (1997).

289. Geisinger, *supra* note 287, at 467.

program mollifies the main concern of compensation's opponents—the fear of damages awarded to residents suffering no harm.

It should be noted, however, that this solution will not deter the original producers who created the pollution generating the stigma.[290] They will not be burdened with the compensation costs associated with stigma damages—a task that will be undertook by government. Since the polluters will be liable for the physical damages they caused, regardless of any stigma damages, it is not clear that such extra-deterrence is needed. The public, on the other hand, which did not produce the pollution but generated the stigma, will be "deterred." Thus, the duty to subsidize taxes in declining neighborhoods creates incentives for authorities to better educate the public in an effort to combat misguided stigmas.

D. Intellectual Properties

1. Copyright

"Why buy a Vermeer when a Metsu is available?" The eminent art historian Francis Haskell argued that this "question, which may sound odd today[,] . . . would have been natural enough in 1800."[291] In the twenty-first century Johannes Vermeer is a superstar, while his countryman and contemporary Gabriel Metsu is only known to dedicated art lovers. Yet for the first centuries following their deaths, the situation was reversed: starting in the early eighteenth century Metsu became one of the most celebrated artists among collectors and critics, while Vermeer slowly lapsed into near oblivion. Vermeer's modern rise, and the ensuing reversal in the artists' critical fortunes, is largely due to a few exhibitions and a heap of publications, including a best-selling novel.[292] The current comparative stature of the artists "says more about our taste than the artists' paintings."[293] Since their creation in the seventeenth century, the paintings have not changed. The transformation in their relative stature reflects the arbitrary nature of art-world popularity.

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290. On liability's role in achieving optimal levels of deterrence, see STEVEN SHAVELL, FOUNDATIONS OF ECONOMIC ANALYSIS OF LAW 178-204 (2004).

291. FRANCIS HASKELL, REDISCOVERIES IN ART: SOME ASPECTS OF TASTE, FASHION AND COLLECTING IN ENGLAND AND FRANCE 21-23 (1976).

292. The only time when the two artists' reputations seem to have been more or less on par was during their own lifetime. Illustrating the changes in later centuries Adriaan Waiboer writes: "Whereas Le Brun needed the epithet 'in the manner of Metsu' to raise Vermeer's profile in 1792, present-day taste requires phrases such as 'in the age of Vermeer' in order to promote paintings by Metsu." Adriaan E. Waiboer, *'Why Buy a Vermeer when a Metsu is Available?' The Relationship between Two Dutch Genre Painters, in* GABRIEL METSU 29, 50 (Adriaan E. Waiboer ed., 2010). For more see *id.*

293. *Id.* at 50. "It reflects our modern penchant for streamlined and stylized aesthetic, as evidenced by contemporary design and architecture." *Id.* This preference contrasts that which dominated during the artists' lifetime, when people preferred works with a "decorating richness" of objects. *Id.*

What changed was not the works, but rather the public perception of them.

Intellectual creations, such as Vermeer's works, have an inherently social character, and thus the discussion of the community aspect of property applies to them. The value of protected intellectual works is created to a large extent by the community, and not merely by the creator's talent.[294] At the same time, these works are a constitutive element of the community and its culture.[295] These observations help explain the limitations law places on copyright protection.

First, a major exception to copyright is the fair use doctrine, which exempts some otherwise infringing uses under a complex calculus involving multiple factors.[296] Some courts were willing to give substantial weight to the public interest/benefit under the first fair use factor, "the purpose and character of the use." Some courts appealed directly to "public interest" while others folded "public benefits" into other concepts such as "transformative use" or "parody."[297] Commentators have further suggested that the greater the work's relationship to the community's shared values, the greater the need for public availability. In such cases, and despite rulings to the contrary,[298] the fair use defense, so it has been argued, should be stronger.[299]

Another restriction placed on copyright is the temporal limitation.[300] A justification for this limitation can be found in the community aspect of the work. As Vermeer's case demonstrates, the farther we move from the original creative act, the more likely it is that the work's continuing success is due to factors unrelated to the original creative labor.[301] As time goes by, it may well be that a work's success "owes . . . more to the contributions of society . . . in imbuing [it] . . . with certain meanings."[302] Furthermore, as time passes, works begin the passage from pure products of creative expression to objects that are part of the community's collective cultural history.[303]

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294. *See* Stewart E. Sterk, *Rhetoric and Reality in Copyright Law*, 94 MICH. L. REV. 1197, 1237-38 (1996).

295. *See* John H. Merryman, *The Public Interest in Cultural Property*, 77 CALIF. L. REV. 339 (1989).

296. *See* 17 U.S.C. § 107 (2006).

297. *See, e.g.*, Campbell v. Acuff-Rose Music, 510 U.S. 569 (1994); SunTrust Bank v. Houghton Mifflin Co., 268 F.3d 1257 (11th Cir. 2001); American Geophyiscal Union v. Texaco, 60 F.3d 913 (3d Cir. 1994); Sega Enterprises v. Accolade, 977 F.2d 1510 (9th Cir. 1992).

298. *See, e.g.*, Harper & Row Publishers, Inc. v. Nation Enters., 471 U.S. 539 (1985).

299. *See* Linda J. Lacey, *Of Bread and Roses and Copyrights*, 1989 DUKE L.J. 1532, 1586-87 (1989).

300. Today, in most cases, copyright protection lasts for 70 years after the death of the author. 17 U.S.C. § 302 (2006).

301. For an economic approach to the issue, see William M. Landes & Richard A. Posner, *Indefinitely Renewable Copyright*, 70 U. CHI. L. REV. 471 (2003).

302. Joseph P. Liu, *Copyright and Time: A Proposal*, 101 MICH. L. REV. 409, 446 (2002).

303. *Id.* at 441-42.

Another field of copyright law where the community interest is relevant is the artist's moral rights. Moral rights confer on the artist entitlements relating to the meaning, representation, and attribution of the work even after she has relinquished title to either the physical object or the copyright in the work.[304] Though mainly justified in reliance on personhood theory and the bond between the artist and her creation,[305] some moral rights, especially the right of integrity, play a social role in preserving art for the community's benefit. Clearly, for instance, there is a public interest in preventing the owner of a Rembrandt painting from destroying it.[306] By carving an exception to the property owner's ability to modify or destroy the artwork she owns, the right of integrity assures the safeguard of cultural properties.[307] The social nature of the protection guaranteed by the right is demonstrated in several state moral rights statutes. California's law, for example, was named the Art Preservation Act, and declares a dual purpose—communal and personal.[308] This recognition of the moral right's community aspect has an operative meaning: the Act allows public interest organizations—and not only artists themselves—to commence actions for injunctive relief to preserve works' integrity.[309]

The right of integrity is also, to some extent, protected by the federal Copyright Act.[310] However, the protection of the community in-

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304. *See* Berne Convention for the Protection of Literary and Artistic Works, September 9, 1886, 828 U.N.T.S. 221, 235 (1972). The moral rights include the right of integrity, the right of attribution, the right of disclosure (i.e., the right to decide if and when the work should be presented to the public), and the right of withdrawal (i.e., the right to remove the work from public eye). Sometimes the rights are defined and distinguished differently. *See* 3 MELVILLE B. NIMMER & DAVID NIMMER, NIMMER ON COPYRIGHT § 8D.01[A] (rev. ed. 2010).

305. *See* Susan P. Liemer, *Understanding Artists' Moral Rights: A Primer*, 7 B.U. PUB. INT. L.J. 41, 42-45 (1998). *See generally* Edward J. Damich, *The Right of Personality: A Common-Law Basis for the Protection of Moral Rights of Authors*, 23 GA. L. REV. 1 (1988).

306. *See* JOSEPH L. SAX, PLAYING DARTS WITH A REMBRANDT: PUBLIC AND PRIVATE RIGHTS IN CULTURAL TREASURES (1999); Peter Linzer, *The Decline of Assent: At-Will Employment as a Case Study of the Breakdown of Private Law Theory*, 20 GA. L. REV. 323, 421 (1986).

307. Eric M. Brooks, Book Note, *"Tilted" Justice: Site-Specific Art and Moral Rights After U.S. Adherence to the Berne Convention*, 77 CALIF. L. REV. 1431, 1434 (1989). A counterargument can be made: the public interest may call for the freedom to alter the work. This argument, however, is much more forceful when the right of integrity is applied to the intellectual work, as opposed to its physical embodiment. My focus, as can be seen in the text, is on the latter: on prohibiting mutilation of the physical object. While it is conceivable that the public may benefit from a freedom to make changes to an object (e.g., in the case of public art or alterations to an architectural work), the benefits of integrity in this context are likely to, more often than not, outweigh these.

308. CAL. CIV. CODE § 987(a) (Deering 2011).

309. *Id.* § 989.

310. 17 U.S.C. § 106A, allows the author of "a work of visual art" to prevent modification of her work only if it is intentional and would be "prejudicial to . . . her honor or reputation." 17 U.S.C. § 106A (2006). It also allows her to prevent the destruction of the work, if it is "of recognized stature." *Id.* For a discussion of the role of the notion of a public stake in protection of important works of art in the legislative history, see JOSEPH L. SAX,

terest afforded by the moral right of integrity is not absolute: as the moral right is personal, it is limited in time,[311] and, furthermore, the community's interests and those of the artist may diverge.[312] A famous example is the order the author Franz Kafka gave his friend, Max Brod, to destroy his unpublished works after his death.[313]

A related element of copyright law that can be tied into the current discussion is the *droit de suite*. This right "provides that an artist shall share in the profits accruing to subsequent purchasers from the appreciation in value of the artist's work."[314] The right is recognized only in California.[315] It can be constructed to further promote the community interest in the work. In fact, it can be made the equivalent of the taxation of profits from selling residential units, proposed in Part III of this Article. The discussion of the community aspect of property implies that much of the increase in the work's value is due to society's labor—not the effort of the artist who is currently accorded the benefit of *droit de suite*. Thus, perhaps *droit de suite* should be redesigned to make royalties payable to a public entity promoting public access to art.[316] When considering such a proposal, its effects on art dealers' and collectors' incentives should be considered. Furthermore, it should also allow for compensation to collectors who sell works at a loss, as did the program put forward in Part III of the Article with regard to sellers of houses.

The role of collectors calls attention to one more manifestation of the community interest in copyrighted works. If the work is to some degree a creation of the community, and if it is a constituent part of the community, rights of public access to works—even when privately owned—should be assured. This suggestion has already been made elsewhere.[317]

PLAYING DARTS WITH A REMBRANDT: PUBLIC AND PRIVATE RIGHT IN CULTURAL TREASURES 25-26 (1999).

311. According to § 106A(d) of the federal Copyright Act, it lasts for the duration of the author's lifetime.

312. *See* Nicole B. Wilkes, *Public Responsibilities of Private Owners of Cultural Property: Toward a National Art Preservation Statute*, 24 COLUM.-VLA J.L. & ARTS 177, 187-92 (2001).

313. Luckily, Brod disobeyed. *See* Douglas E. Litowitz, *Franz Kafka's Outsider Jurisprudence*, 27 L. & SOC. INQUIRY 103, 115 (2002).

314. ROBERT A. GORMAN & JANE C. GINSBURG, COPYRIGHT: CASES AND MATERIALS 551 (6th ed. 2002).

315. The author of a work of fine art is entitled to 5% of the profits of any re-sale of her work, provided she "resides in California or the sale takes place in California." CAL. CIV. CODE § 986(a) (Deering 2005).

316. In California, if the owner of the work cannot find the author when she sells the work, the royalty due is paid to the state Arts Council for use in acquiring fine art. *Id.* § 986(a)(2)-(5).

317. *See* SAX, *supra* note 310, at 65-68. For a critique of Sax's proposal, see Jason Y. Hall, *Who "Owns" a Cultural Treasure?*, 98 MICH. L. REV. 1863, 1869-70 (2000) (book review).

2. The Right of Publicity

The right of publicity, recognized in more than half the states,[318] is the right a person, mostly a celebrity, holds to control the commercial use of her persona—her name, appearance, and voice.[319] Courts and scholars have debated the justifications for the right's existence.[320] Michael Madow made an interesting argument against it:

> Fame is a "relational" phenomenon, something that is *conferred by others*. A person can, within the limits of his natural talents, *make himself* strong or swift or learned. But he cannot, in this same sense, make himself famous, any more than he can make himself loved. Furthermore, fame is often conferred or withheld, just as love is, for reasons and on grounds other than "merit." . . . [T]he reason one person wins universal acclaim, and another does not, may have less to do with their intrinsic merits or accomplishments than with the needs, interests, and purposes of their audience. . . . [T]he canon [of great names]—literary, scientific, cultural, even athletic—is in fact a "socially constructed reality," not a "law of nature."[321]

This argument is similar to this Article's claims regarding the community aspect of property. The discussion concerning the creation of value in Section II.C.2.ii. illustrated that all properties' values are social constructions. Madow's depiction of the origins of fame is persuasive. Yet, as seen, publicity is not wholly different from other assets in this respect. The case against the labor-desert rationale for the right of publicity, when framed in such terms, can be reiterated, even if only to a lesser degree, against other property rights.

3. Patents

Copyright law, as seen above, considers the public interest in the protected work in some instances, but it is still mostly attached to the primacy of the contribution made by the original owner. Patent law moved closer to a more cumulative, collaborative conception of crea-

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318. *See* J. Thomas McCarthy & Paul M. Anderson, *Protection of the Athlete's Identity: The Right of Publicity, Endorsements and Domain Names*, 11 MARQ. SPORTS L. REV. 195, 199 (2001).

319. *See* Melissa B. Jacoby & Diane Leenheer Zimmerman, *Foreclosing on Fame: Exploring the Uncharted Boundaries of the Right of Publicity*, 77 N.Y.U. L. REV. 1322, 1328-30, 1335-38 (2002).

320. *See, e.g.*, Zacchini v. Scripps-Howard Broad. Co., 433 U.S. 562, 573-76 (1977) (discussing the differences in state interests and the degree of intrusion on dissemination between "false light" and "right of publicity" cases); Cardtoons, L.C. v. Major League Baseball Players Ass'n, 95 F.3d 959, 973-76 (10th Cir. 1996) (discussing the various economic and noneconomic justifications for the right of publicity); Peter L. Felcher & Edward L. Rubin, *Privacy, Publicity, and the Portrayal of Real People by the Media*, 88 YALE L.J. 1577 (1979); Alice Haemmerli, *Whose Who? The Case for a Kantian Right of Publicity*, 49 DUKE L.J. 383 (1999).

321. Michael Madow, *Private Ownership of Public Image: Popular Culture and Publicity Rights*, 81 CALIF. L. REV. 125, 188 (1993) (citation omitted).

tion in granting some protection to improvement patents.[322] An inventor adding an improvement to an existing patent can patent her improvement (assuming it meets the threshold for patentability) even if it infringes upon the underlying patent.[323] But the new patent does not privilege the infringement on the original patent. Since the material covered by that original patent is put to use by the new patent, the original owner may block the improver from using the new patent. At the same time the original owner is also blocked from using the improvement—which is now patented by the improver. The result is known as "blocking patents." The only way for either of the parties to benefit from the improvement is by striking a bargain. This arrangement contrasts with that which by and large prevails in copyright law: there, the original owner is bestowed with exclusive rights over future alterations to the work.[324] The approach adopted by patent law relates to several of the arguments made in this Article. The value of the asset—the improvement patent—is perceived as the product of the work of several individuals and not only the original patent owner. Rights in patents are accordingly assigned in a manner that seeks to promote efficient bargaining between the different contributors and to incentivize behaviors that avoid the detrimental effects of individualistic decisionmaking on joint production. The community aspect of ownership, as seen in Part II.B, aims at a similar goal.

Another relevant analogy from the field of intellectual property law is presented by proposals for replacing law's exclusive rights regime with a reward system.[325] A reward system decouples the question of the creator's compensation from the question of the scope of protection awarded to a work. It assures the creator remuneration deemed fair by society, without granting her the full ability to control the use of her work by other members of society. Even more than existing rules, it allows society to strike a balance between the interests of the individual owner and those of other members of society. It does so by dislodging, at least to some extent, the traditional property

322. *See* Mark A. Lemley, *The Economics of Improvement in Intellectual Property Law*, 75 TEX. L. REV. 989 (1997). I am grateful to Oren Bracha for drawing my attention to this issue.

323. 35 U.S.C. § 101 (2006) ("Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, *or any new and useful improvement thereof*, may obtain a patent therefor.").

324. Section 106(2) of the Copyright Act grants the owner of a copyrighted work the right to control "derivative works." 17 U.S.C. § 106(2) (2006). Section 103(a) provides that only the owner of the underlying copyrighted work can copyright any original contribution made in the creation of the derivative work. 17 U.S.C. § 103(a) (2006).

325. *See* WILLIAM W. FISHER III, PROMISES TO KEEP: TECHNOLOGY, LAW, AND THE FUTURE OF ENTERTAINMENT 199-258 (2004); Michael Abramowicz, *Perfecting Patent Prizes*, 56 VAND. L. REV. 115 (2003); Neil Weinstock Netanel, *Impose a Noncommercial Use Levy to Allow Free Peer-to-Peer File Sharing*, 17 HARV. J.L. & TECH. 1 (2003); Steven Shavell & Tanguy Van Ypersele, *Rewards versus Intellectual Property Rights*, 44 J.L. & ECON. 525 (2001).

rights-based market pricing mechanism. A reward system is, in this respect, very much like the argument made in this Article about the social aspect of rights heretofore read as primarily individual.

V. CONCLUSION

"This is the beginning—from 'I' to 'we.'" John Steinbeck, The Grapes of Wrath.[326]

We live in an era of constant change. Technological progress, globalization, and an array of economic and social developments have contributed to the creation of a society where everything and everyone must keep upgrading themselves or be left behind. Against this background, it is easy to believe that law, in order to remain loyal to its commitment to freedom, should concentrate its efforts on facilitating the ability to progress, change, and evolve.

This Article strived to show that, at least with regards to housing, this perception is mistaken. It proved that different theoretical frameworks converge on one conclusion: community stability must be preserved. Property rights should be subjected to a community interest. In order to breathe life into this theoretical insight, the Article suggested instituting the community aspect of property, a device making the option of leaving a neighborhood less attractive, thereby helping keep communities intact.

However, "[n]one of this is any guarantee against the erosion of the underlying communities or the death of local loyalties. It is a matter of principle that communities must always be at risk."[327] The aim of the community interest is to allow us to reach the middle ground, not to bring about a move from one pole—absolute mobility—to the other—absolute rigidity. The community interest is to be molded in keeping with one of property law's main social functions: to establish "a compromise between the desire for change and the desire for stability."[328] The community interest in property will render the departure from a neighborhood less attractive—but not impossible. It will not turn property law upside down. It will only make it more responsive to the needs and desires of actual owners.

Property law should lend a hand to Ms. Rodriguez and the many others who aspire to preserve communities they have come to cherish and regard as part of not only their ownership interests, but also their lives. This is by no means a desire felt only in gentrifying or declining neighborhoods, though it becomes more pressing in times of community crisis. We all want stability. Yet absolute stability is un-

326. JOHN STEINBECK, THE GRAPES OF WRATH 152 (centennial ed. 2002).

327. Walzer, *supra* note 30.

328. JOSEPH SINGER, THE EDGES OF THE FIELD: LESSONS ON THE OBLIGATIONS OF OWNERSHIP 30 (2000).

attainable; furthermore, it is paralyzing. A balance must be struck: between stability and mobility, between safeguarding the status quo and making room for transformation. This Article proposed injecting a greater degree of stability to property law and community life, since currently, while very much attentive to needs for change, law does not always devote enough attention to complementary needs for security.

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

February 21, 2018

RECEIVED
FEB 22 2018
CITY OF FORT PIERCE
PLANNING & ZONING

Mr. Andy Drucker
3475 Sheridan Street, # 301
Hollywood, FL. 33021

Dear Mr. Drucker:

At their meeting on Tuesday, February 20, 2018, the City Commission considered an application for a Conditional Use with No New Construction, submitted by Property Owner, Raul Arenas and Applicant, Andrew Drucker to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) month, at 1218 S. 11th Street, Fort Pierce, FL. After consideration, the City Commission denied your request in an effort to protect the health, welfare, safety and morals of the community on the following bases:

1. Extensive discussion on the close proximity between the property and the school and the problems that might spring therefrom;
2. Lack of connectivity to other attractions due to the lack of sidewalks;
3. Testimony about the history of speeding in the area and the fact that homeowners offered up their driveways to curb speeding; and
4. The inability to satisfy the requirement of a resident manager.

If you have any questions, please contact the Planning Department.

Very truly yours,

Linda W. Cox
City Clerk

cc: Rebecca Grohall, Planning Director

Raul Arenas
1218 S. 11th Street
Fort Pierce, FL. 34950

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

March 21, 2019

RECEIVED

MAR 21 2019

CITY OF FORT PIERCE
PLANNING & ZONING

Jeff Binner, Weichert Realtors
2361 SE Seafury
Port St. Lucie, FL 34952

Dear Mr. Binner:

At their meeting on Monday, March 18, 2019, the City Commission considered your application for a Conditional Use with No New Construction submitted by property owner, Igor Kublitskiy and representative, Jeff Binner, to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of thirty-one (31) days at 2005 Mimosa Avenue, Fort Pierce, FL. The property is zoned Single-Family Intermediate Density Zone (R-2), Parcel ID: 2412-503-0061-000-0. After hearing all testimony, the City Commission denied your application based upon the following competent substantial evidence:

- Overcapacity trash creation for a single-family home being used as a dwelling rental.
- Overcapacity parking of vehicles for a single-family home being used as a dwelling rental.
- Inadequate monitoring and management of end-users (vacationers) for a single-family home being used as a dwelling rental.
- Inappropriate noise for a single-family home being used as a dwelling rental.
- Negatively impact house values in the immediately adjacent area.
- Likely non-conforming use of a single-family home in an R2 zone district, pursuant to City Code.

If you have any questions, please contact the planning department at 467-3729.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Rebecca Grohall, Planning Director

Igor Kublitskiy
2005 Mimosa Avenue
Fort Pierce, FL 34949

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

RECEIVED
AUG 7 2019
CITY OF FORT PIERCE
PLANNING & ZONING

August 6, 2019

Mr. Michael Robbins
1014 South 7th Street
Fort Pierce, FL 34950

Dear Mr. Robbins:

On Monday, August 5, 2019, the City Commission of the City of Fort Pierce, Florida considered an application for Conditional Use with No New Construction submitted by property owner and applicant, Michael Robbins, to establish a Dwelling Rental, offering lodging for less than six (6) months, with a minimum of thirty-one (31) days at 1014 South 7th Street, Fort Pierce, FL. After hearing all testimony, the City Commission denied your application based upon the following competent substantial evidence:

- Overcapacity trash creation for a single-family home being used as a dwelling rental.
- Overcapacity parking of vehicles for a single-family home being used as a dwelling rental.
- Inadequate monitoring and management of end-users (vacationers) for a single-family home being used as a dwelling rental.
- Likely non-conforming use of a single-family home in an R2 zone district, pursuant to City Code.
- Student safety concerns with nearly 100 students living within a half-mile radius and four schools to which they walk.
- Failure to meet minimum housing standard requirements
- Inconsistent current building application versus existing prior records
- Currently advertising inconsistent with current City application process.

If you have any questions, please contact the planning department at 467-3729.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Rebeca Guerra, Interim Planning Director

Conditions of Faber Court

Exhibit one...Cul de Sac Faber Ct.



Exhibit 2-Faber Ct. Cul de Sac is 56.8 feet…new requirements are 100 feet.



Exhibit 3-Faber Court….only 19.7 feet wide!



Exhibit 4- Faber Ct. approaching cul de sac



Exhibit 5- Faber Ct. Cul de sac…note patches in the road



Exhibit 6- Faber Ct…This basketball hoop was hit by the moving van coming to 1507 Faber Court last week. The van just had no room to maneuver.



Exhibit 7- Approaching Faber Court Cul de sac….note patches in the road and how little space there is between the driveways



Exhibit 8- Faber Court leaving the Cul de sac



Exhibit 9- Faber Court cul de sac note road condition



Exhibit 10- more cracks and patches in the cul de sac



Exhibit 11 - again just more patches and cracks in the narrow cul de sac



Exhibit 12- Thumb Point Drive…the entrance to Thumb Pt. Again, the street width is less than 20 feet.



Exhibit 13-Garbage pickup on the Cul de sac



Exhibit 14-Garbage truck trying to turn around in the cul de sac



Exhibit 15-Garbage truck leaving the cul de sac..it takes up the whole street.



Faber Court, like Plover in Surfside is very narrow and in need of repair.

The Cul de sac on Faber Court is less than 60 feet ….new code requires 100. It too is in need of repair.

You can see from the photos the difficulty our garbage truck has. It is smaller than the lawn pick up truck and the household truck is even larger.

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

April 20, 2021

J & J PSL Investments, LLC
P.O. Box 7244
Port St. Lucie, FL 34985

Michelle Longarzo
715 South Ocean Drive Unit D
Fort Pierce, FL 34949

Dear Owner and Applicant:

At their meeting on Monday, April 19, 2021 the City Commission considered an Application 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.

At the conclusion of the quasi-judicial hearing, the City Commission denied your application for the following reason:

- The road known as Plover has unsafe conditions and is currently registered on the City's list of deteriorating roads.

If you have any questions, please contact the Planning Department.

Very truly yours,
Linda W. Cox
Linda W. Cox
City Clerk

cc: Jenn Hofmeister, Planning Director

Re: 1577 Thumb Point Drive
Insurance Considerations

My husband and I reside at 1562 Thumb Point, having purchased our home in 1990. We enjoy the tranquility of our neighborhood which is currently occupied by home owners and object to 1577 being potentially converted to a short term rental property for all of the reasons that were cited in the hearing on April 19.

At that hearing, the question of insurance arose. I want to offer some information on that subject and a bit on my career which I believe qualifies me to do so. I worked as a commercial insurance broker for just short of 50 years, specializing in casualty insurance. One of the clients for whom I brokered their casualty insurance program was Hyatt Corporation. I was licensed as a Broker in the State of Florida until my recent retirement.

A homeowners policy will not provide coverage for a short term rental property. Homeowner policies:

- Exclude business pursuits
- Provide coverage for the "insured location" - the residence premises - the dwelling where you, as owner, reside

A short term rental requires a Business Policy. From a risk standpoint it bears little difference from a hotel and in fact is subject to hospitality law, holding the owner liable for virtually any injury sustained by the guest. The home is "open for business" and is open to the public.

Insurance companies determine their premiums based on the risk presented, data, and claims history. As such, a short term rental policy is approximately twice the price of a homeowners policy.

Some of the booking platforms provide "free" coverage. Airbnb for example provides a $1 million per occurrence policy which is subject to a $10 million annual aggregate. Meaning that the most it will pay in any one year is $1 million, 10 times. With 80,000 booking per night, the aggregate limit doesn't go very far. Also, the Named Insured on the policy is Airbnb. Where does that leave the owner and everyone else in the line of liability?

If a severe injury or death were to occur at a short term rental, an attorney, looking for deep pockets, would include the:

- Property owner (no coverage from homeowners policy)
- Property manager (coverage only from a Professional Liability policy)
- Booking Platform
- City of Ft. Pierce

Did the City's TRC Review identify the hazard which caused the loss? The city's professionals based their review on the standards required of an existing single family residence. In the parlance of short term rentals, the house is a "Dwelling Rental." In the case of liability issues, it's no different from a hotel. In fact it's riskier in that there is no manager on duty. The City's review standards should be revised to reflect the increased risk that a short term rental presents.

Please refuse this permit for the sake of Public Health, Good Order, and General Welfare.

Thank you
Nancy Aque

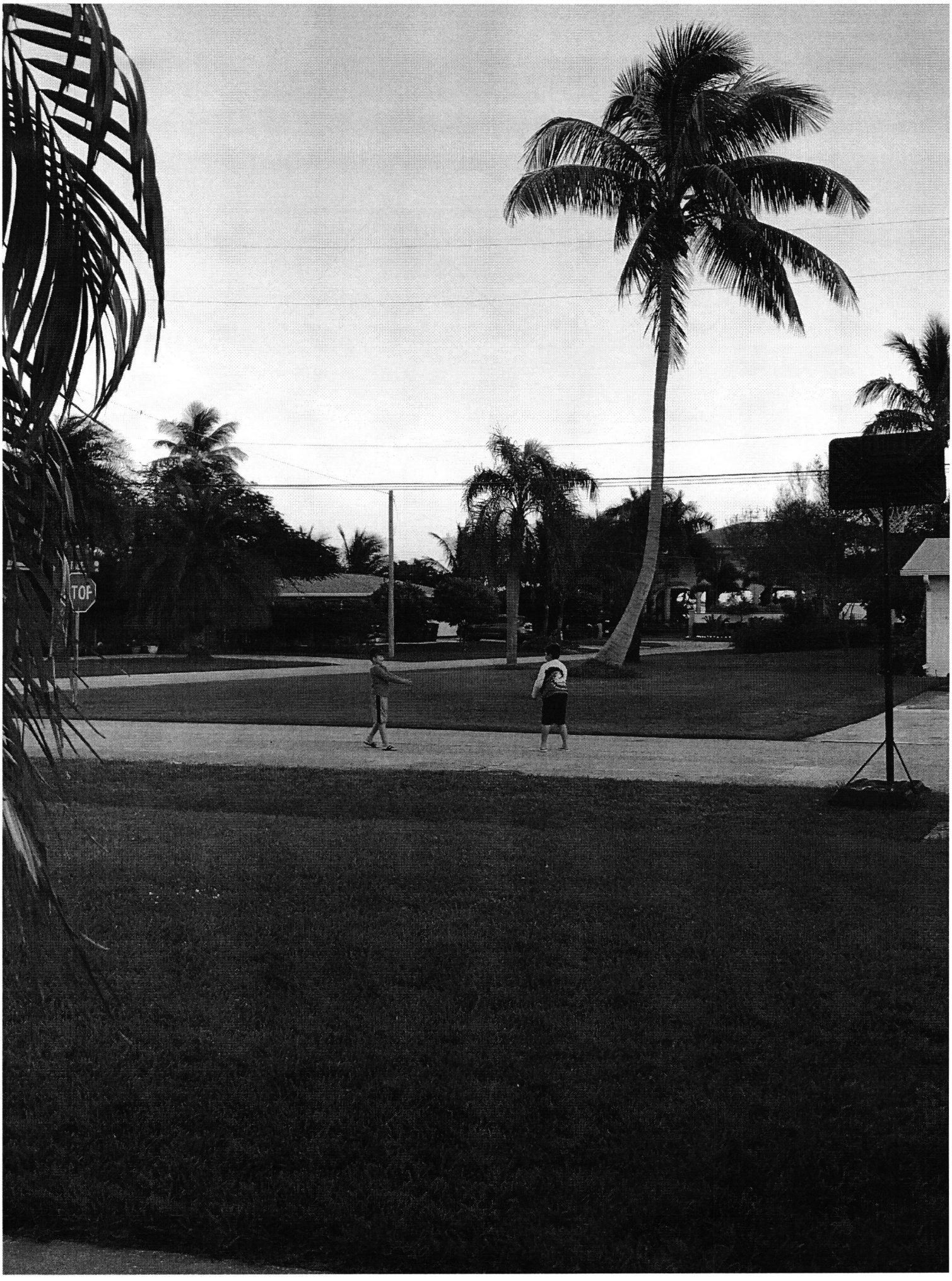
From: terry travelandfishing.com
To: Linda Cox
Subject: 1507 Faber Court ...17 May commission meeting
Date: Thursday, May 13, 2021 12:16:01 AM

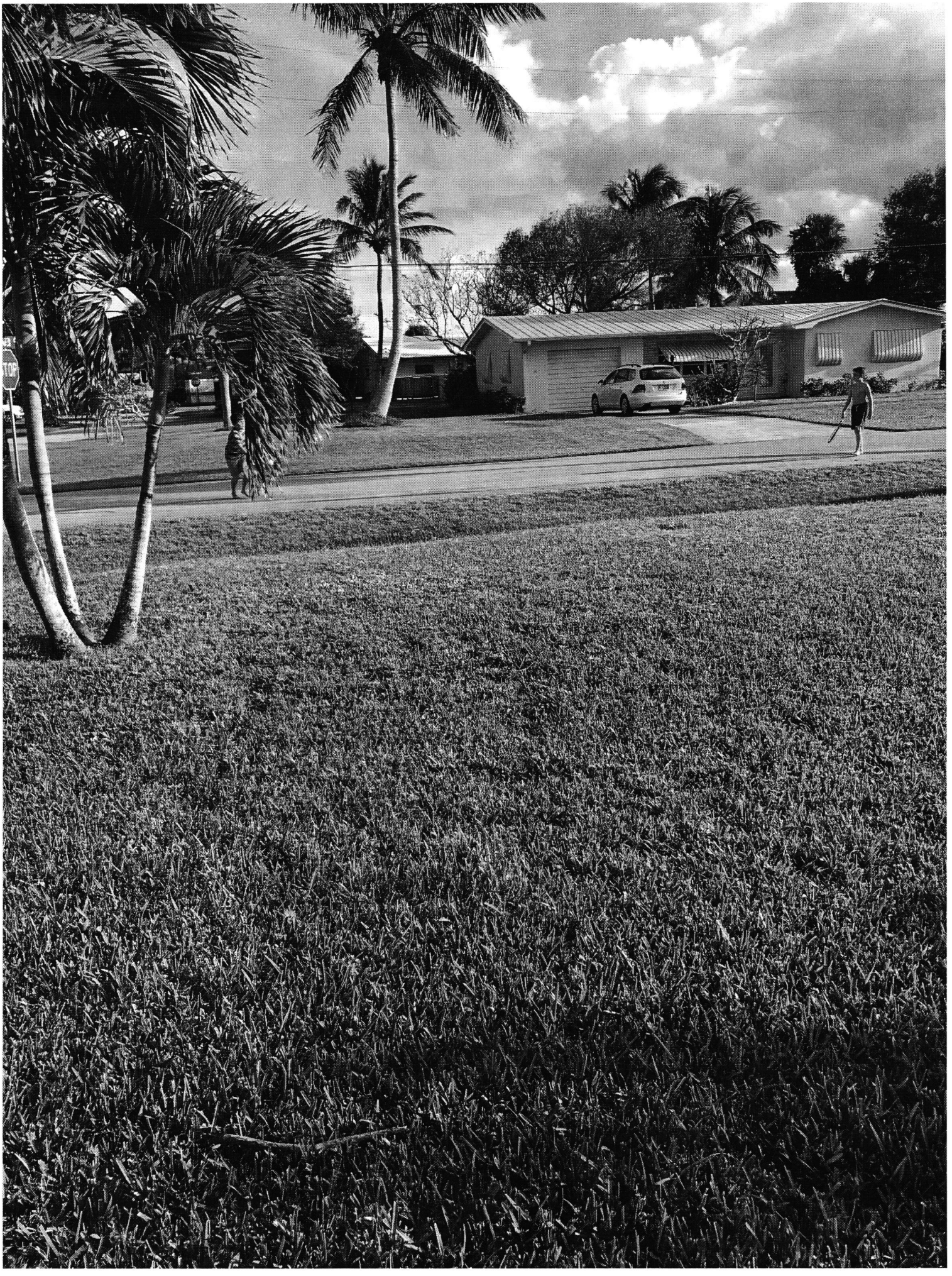
SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

To: Linda Cox
Re: hearing for 1507 Faber Court
17 May 2021
Mrs. Cox,
I do not really know the format for this but here goes:

Glynda Cavalcanti, Irving Shafer and Terry Shafer will continue to be intervenors for the 1507 Faber Court Hearing..
They will be represented by Michael Lawlor.
Our witnesses will be Glynda Cavalcanti, Terry Shafer, Irving Shafer, Shannon Pohl (expert witness- mortgage broker) Nancy Acque-(expert witness- insurance broker).
Regards,

Terry Shafer
772 979 0986


TOP


STOP



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
	Susan	Baker

Your address*

Street Address	City
1577 Thumb Point Dr	Fort Pierce

Meeting Date*

05/17/2021

Agenda Item*

12 A

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*

Dear Mayor and Commissioners',

Please treat all applicants for short- term rentals equally and follow the Florida state law. Each applicant who applies for a short-rental permit agrees to the conditions set forth. It is extremely sad that neighborhoods have to be divided over short-term rentals. Those property owners who chose to apply for a short term rental permits have experience unpleasant exchanges with opposing neighbors. The process has placed a tremendous toll on families especially those with children. Those opposing residents are spreading fear and hate. Homeowners who decide to share their space with guests do not want to disturb their community. The host or property manager will remove all guests who do not follow the rules immediately. Sharing a residential home with guests is not a commercial business. The fact remains that besides fear of the unknown and hypothetical situations

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.

Baker

Signature

Save and Print Submit

TESTIMONY/COMMENTS (continued)

I hope that all the neighbors involved can live amongst each respectfully without retaliation, threats, and fears.

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*

Ms	Sharon	Scalone
Prefix	First Name	Last Name

Your address*

1132 Granada Street	Fort Pierce, FL
Street Address	City

Meeting Date*

05/17/2021

Agenda Item*

1507 Faber Court - Conditional Use

Contact Information

sharonscalone@gmail.com	845-797-4183
Email	Phone

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TESTIMONY/COMMENTS*

I am in full agree of this Conditional Use of this 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.

Sharon Scalone

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*

Mr	Larry	Winter
Prefix	First Name	Last Name

Your address*

1933 Crestview Dr	Fort Pierce
Street Address	City

Meeting Date*

Monday-5/17/2021 at 4:30pm

Agenda Item*

1507 Faber Ct -Conditional use

Contact Information

larry_winter30076@yahoo.com	770-714-2246
Email	Phone

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TESTIMONY/COMMENTS*

I am in support of issuing a dwelling rental conditional use permit to the Guarnizo's for their house at 1507 Faber Ct.

This dwelling rental request is 100% consistent with the Federal Law on Fair Housing, with Florida State Statue 509.032 on vacation rentals, with the City of Fort Pierce Ordinances and City zoning tables, with legal opinions from the Florida Attorney General on vacation rentals, and several Florida Court rulings on vacation rentals.

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.

Larry Winter

Signature

Save and Print Submit

TESTIMONY/COMMENTS (continued)

Several of the neighbors will say this vacation rental will devalue their homes. I simply suggest they just go look at the Guarnizo's house. It has the best curb appeal of any house on the street.

Having seen the house, I can tell you the inside and back yard have a plush spa oasis look and feel. This house brings up values on their street.

These owners have chosen to make a big investment in Fort Pierce with their home. They will NOT want loud guests, lot of cars, big piles of trash, or unsafe streets. They will want guests that take care of the house, respect the neighborhood,and peacefully enjoy all the ammenities that the City of Fort Pierce offers.

This purchase is part of the Guarnizo's long term financial plan. They can not afford to have it be a problem for them or their neighbors.

If the neighbors or commission want to deny the request because of potential traffic or unsafe streets, I would point you to a legal opinion by the Florida Attorney General (Opinion #AGO 2014-09).

Quote: "While a local government may regulate vacation rentals, it may NOT enact a local law, ordinance, or regulation which would operate to prohibit vacation rentals. To the extent a zoning ordinance adresses vacation rentals in an attempt to prohibit them in a particular area where residences are otherwise allowed, it would appear that a local government would have exceeded the regulatory authority granted in section 509.032".

If a street is unsafe for a short term vacation rental, it is then also unsafe for a long term rental or a full time homeowner that lives on that street. The street should be shut down immediately.

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
	Darrin	Simmons

Your address*

Street Address	City
40 Country Lake Cir.	Boynton Beach

Meeting Date*
5/17/2021 @ 16:30

Agenda Item*
1507 Faber Ct -Conditional use

Contact Information

Email

Phone

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TESTIMONY/COMMENTS*
My comments are on the next page titled Testimony/Comments (continued). Thanks for your time.

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.
Darrin Simmons

Save and Print Submit

Signature

TESTIMONY/COMMENTS (continued)

To whom it may concern,

My name is Darrin Simmons and I'm writing on behalf of Andres Guarnizo and Sue Santiago who purchased 1507 Faber Ct. in the Thumb Point community on Hutchinson Island. My family has lived across the street from Andres and Sue for about 10 years now and we are grateful to have them as neighbors. Andres did 5 overseas tours in the US Army and fortunately he came home physically in one piece. He now works with a company who services satellite systems on cruise ships all over the world. Sue runs a medical company and their son Michael is currently serving in the US Army. He recently completed Ranger school. Sue reminds us when to pray for her baby by placing a yellow ribbon on their mailbox when Michael is overseas. Their oldest daughter Chris has worked her way up into management at a local car dealership and their youngest daughter is in middle school. Out of all of the places in Florida to purchase a home, they've invested well over a half million dollars in a home in your community. Do you really think they are going to do anything that would negatively affect their investment? Their home in Boynton Beach is one of the top 2 if not THE most beautiful home in our community. It is always manicured and maintained. Even their garage is always in order. Sue runs a tight ship at home. Maybe that's why Andres is such a good husband, he's used to taking orders. This amazing family wants to share their home with like minded people so they too can enjoy Hutchinson Island and support the local businesses. But you choose to condemn them when they haven't done anything wrong. They have and are currently serving our country, they are faithful to God, have strong family values and love their neighbors. I recently read a published article ranking the top 25 most dangerous cities in Florida and Fort Pierce came in the top 5. So you already live in one of the most dangerous city in Florida, crime is happening all around but you're worried that this family will bring the community to its knees. Meanwhile, you litter your yards and trash your neighborhoods with signs saying Airbnb is evil but nothing could be further from the truth. I own several short term rentals, not in your city and I've never had any problems or issues. In fact, short term rentals are usually the best kept properties. I bet a lot of you have stayed in an Airbnb home at some point. Andres and Sue only want to allow high end guests who will probably pay more per night than the most expensive room at your Marriott. Somehow this bothers you, yet you're okay with your neighbors junking up their yards with shipping containers and storage sheds made of wood and chicken wire. Most people prefer Airbnb over hotels these days so they can have all the luxuries of home when they are on vacation without needing to worry if the room next door has covid. Some of the big hotel chains are moving to this concept. It's truly disturbing how you are treating this fine family. Keep in mind that they are Ft. Pierce property owners and have rights as well. Their plan is to eventually make Ft. Pierce their full-time home. How about you stop bullying them and try being neighborly by welcoming this family to your "fine" city.

Thank you for your time.

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*

Mrs	Tiffany	Wright Ofeimu
Prefix	First Name	Last Name

Your address*

715 S. Ocean Dr. Unit E	Fort Pierce
Street Address	City

Meeting Date*

5/17/2021

Agenda Item*

1507 Faber Ct. - Conditional Use

Contact Information

twrightofeimu@yahoo.com	248-508-9297
Email	Phone

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TESTIMONY/COMMENTS*

I am a short-term rental permit holder in Fort Pierce. I had my permit for almost a year now. My condominium has been booked since the granting of the permit for almost every day. My only complaint is that I have limited personal used time due to the popular demand. My clients, as well as myself, come into town and spend lots of money in the city of Fort Pierce, which helps to support the economy. A majority of my clients are seniors visiting the area from northern states. In addition, I host many small families coming for sporting events, such as baseball. No guest has ever thrown a party in my unit. Furthermore, none of my guests came in more than one vehicle. I would like to address the concern about traffic and increase vehicles due to STRs. I just would like to say this does not make logical sense. I will use my own personal situation to make my point because it is similar to me. I have three sons.

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

Save and Print Submit

TESTIMONY/COMMENTS (continued)

At one point we were all living in the same home and two of the three boys were driving in addition to my husband and I. We had four cars at our home. However, every year we went on a family vacation and we drove in one car or flew somewhere and then rented one car. It does not make sense that short-term leaseholders would increase traffic or create parking issues. More than likely a long-term resident or a permanent resident would have more vehicles therefore for creating more traffic. There is no evidence presented that confirms that short-term rentals provide a safety or traffic concern for the community. In fact, with the number of short-term rentals that are already licensed. it would be easy to point to some verifiable evidence if there was any. These claims of safety and traffic issues are only hypothetical assumptions based on a lack of understanding of vacation rentals.

I am implore you all to follow the law and make ethical decisions regarding the granting of conditional permits.

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*

	Mike	Nole
Prefix	First Name	Last Name

Your address*

1147 Hernando St Apt A	Fort Pierce
Street Address	City

Meeting Date*

4/19/2021

Agenda Item*

12.e

Contact Information

misterjnole@hotmail.com	772-971-6363
Email	Phone

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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*

Mrs	Sally	Griffith
Prefix	First Name	Last Name

Your address*

1510 Thumb Point Drive	Fort Pierce
Street Address	City

Meeting Date* April 19, 2021

Agenda Item* #12.e.

Contact Information

dwsallyg@bellsouth.net	7724670095
Email	Phone

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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 1507 Faber Court, Fort Pierce, FL is not compatible with the neighborhood because of the proximity to adjacent homes and the narrow, 20 ft wide street with no sidewalks and dim street lighting. Any extra traffic on this street with no sidewalks would be a safety risk by interfering with passage of pedestrians and the small children who ride bikes and scooters and play ball on this street.

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)

It 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.

A specific concern is the owner's interest in our neighborhood and their Intentions for this house, since they applied for homestead exemption, do not live there and have requested an approval for this conditional use.

Our other concerns with this short term rentals is not having a property manager on the premises, having inadequate insurance to protect neighbors from unforeseen occurrences and having unlicensed, unvaccinated, or unruly dogs.

We are asking you to please deny this request.

City Commission Regular Meeting - 4:30 pm **12. b.**

Meeting Date: 05/17/2021

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. SECOND 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
Proof of Publication

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: 05/04/2021

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

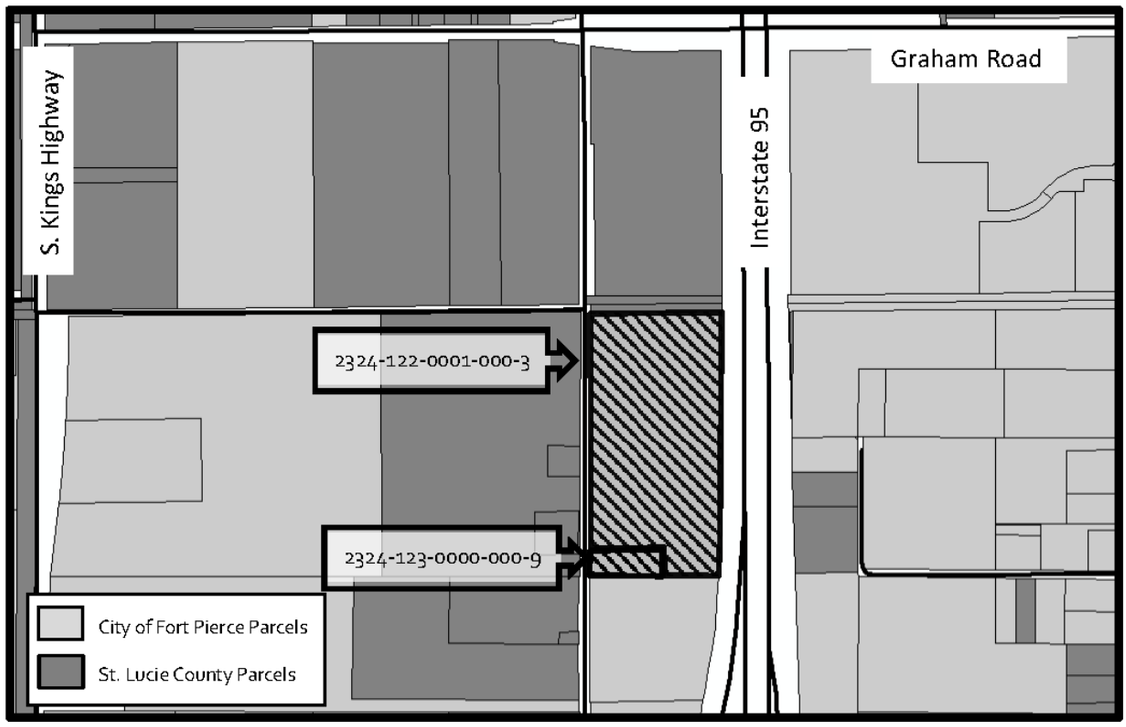
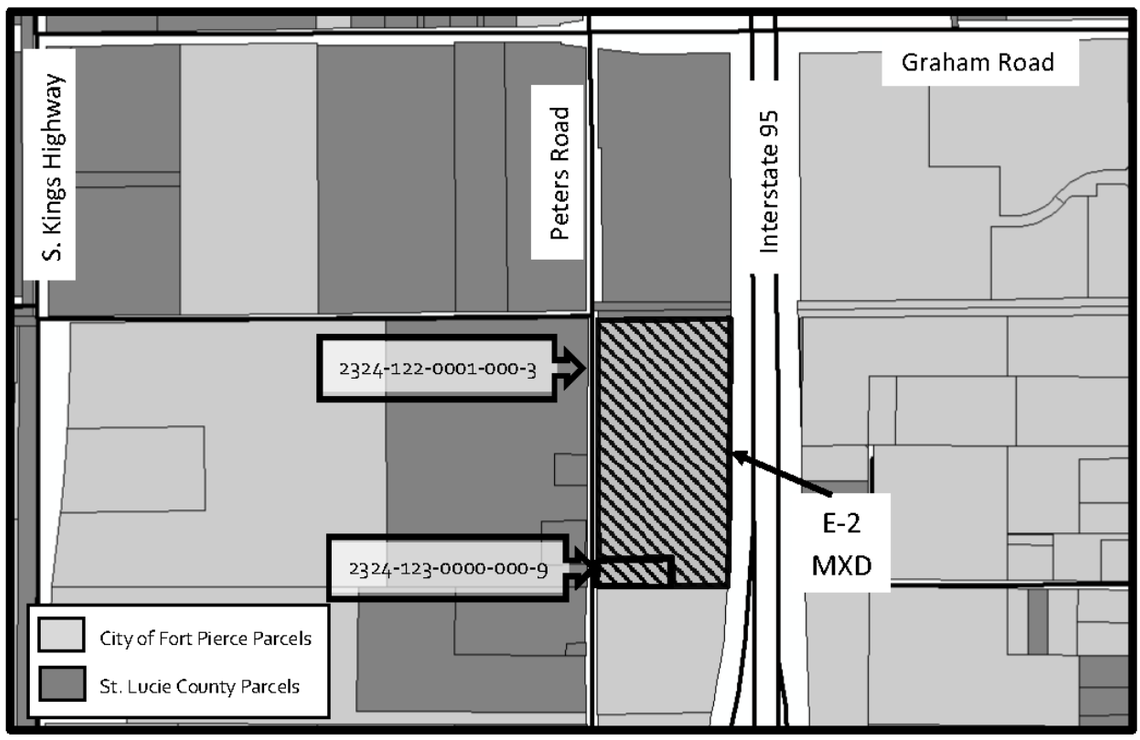


EXHIBIT B

Zoning & Future Land Use Designation Assignment



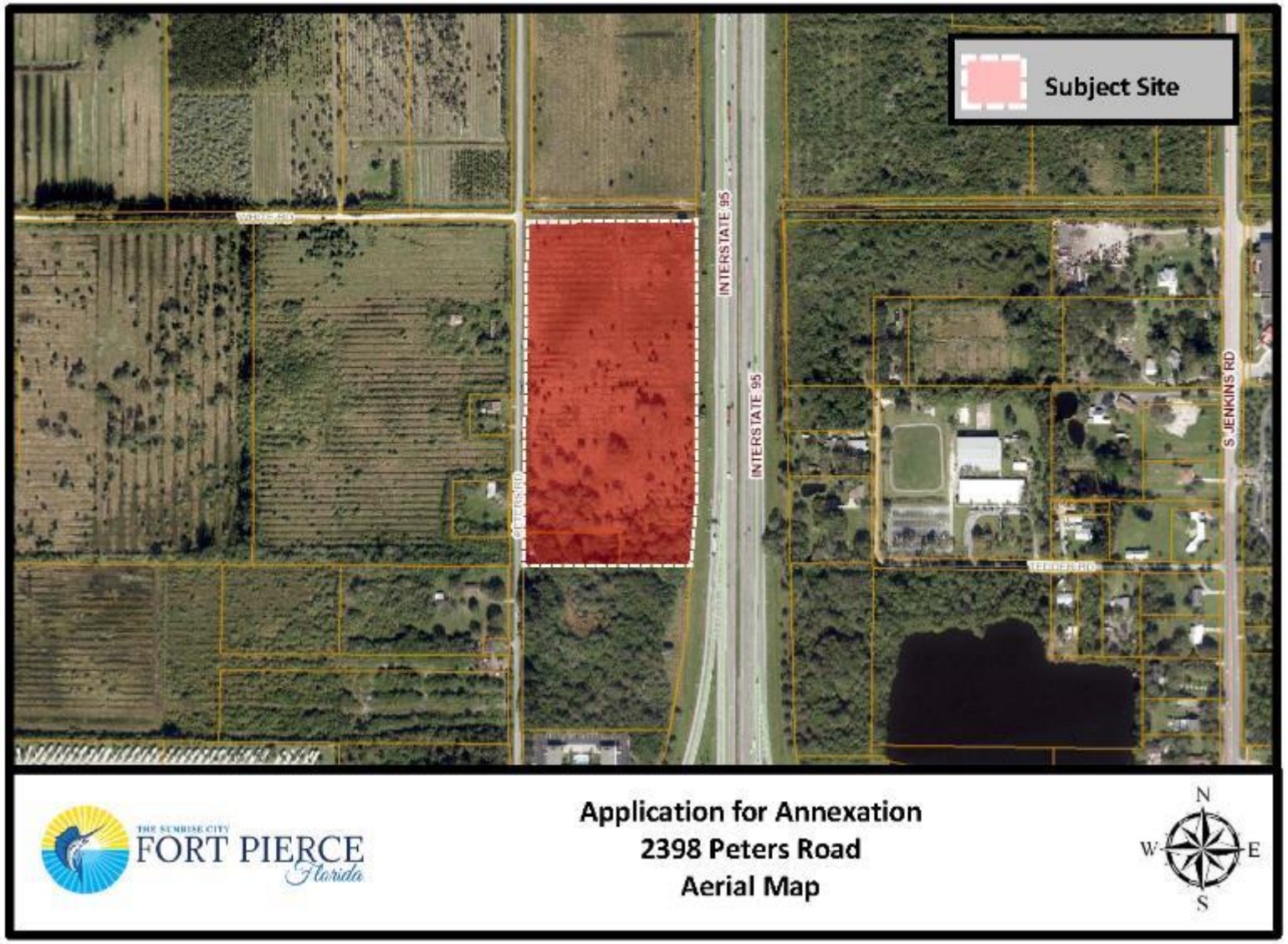
*The property to be annexed currently has a zoning of Single Family, 2 du/acre (RS-2) with a Future Land Use of Mixed Use (MXD). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Residential Single Family, two units per acre (E-2) and have a Future Land Use Designation of 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)

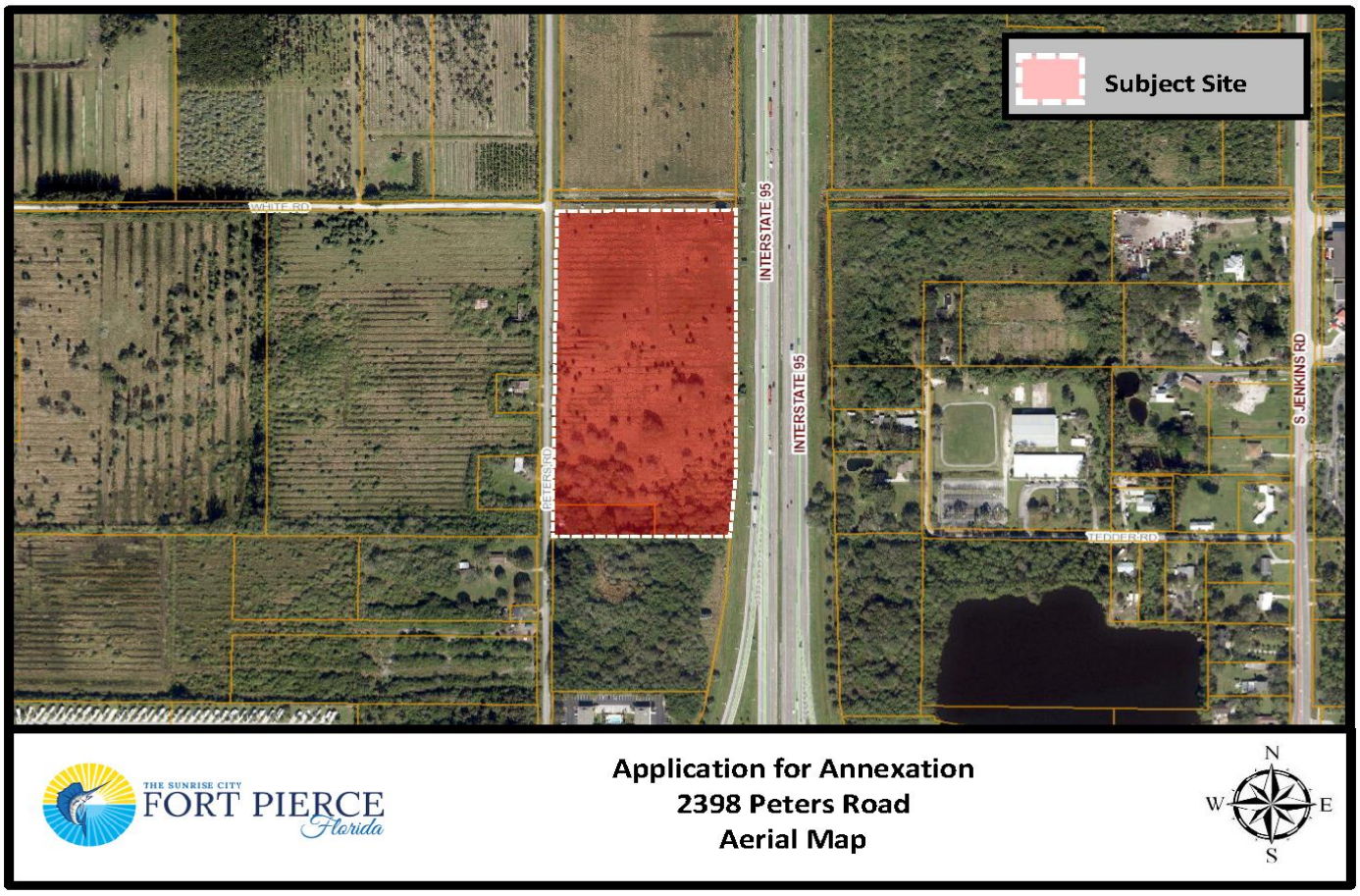
Utilities: FPUA

	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

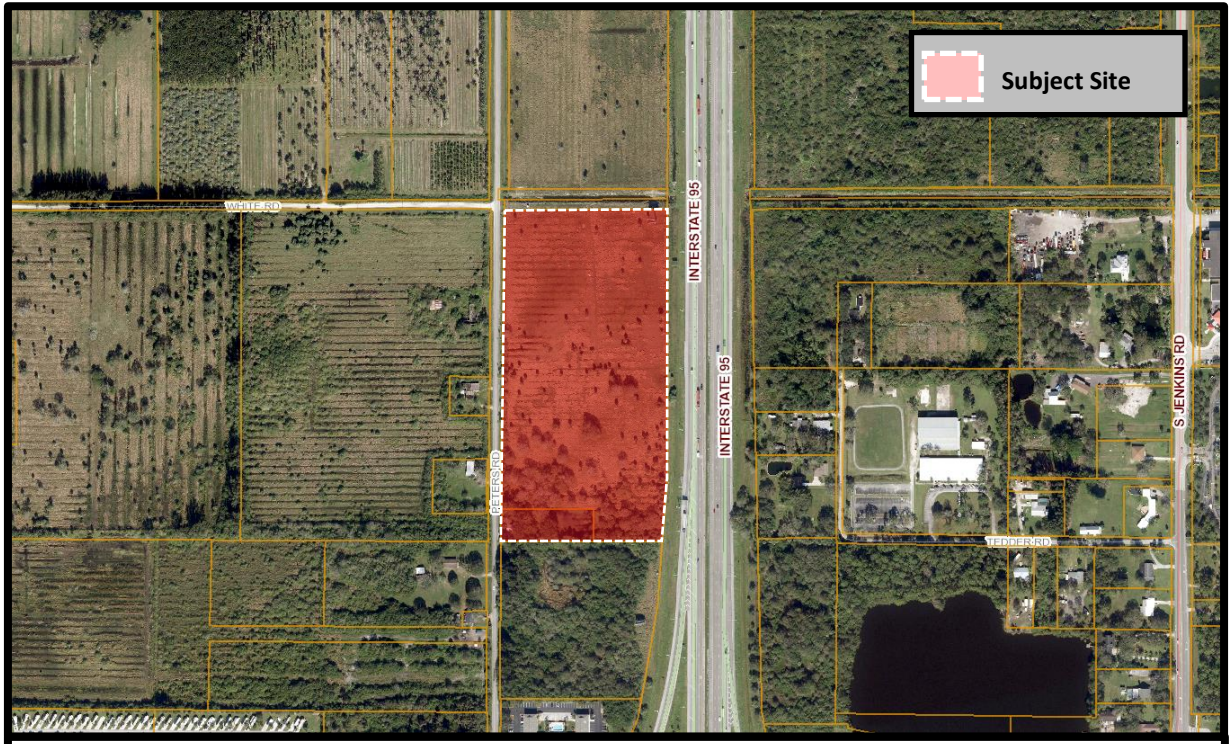
The City of Fort Pierce Planning Board, at their February 9, 2021 meeting, voted 7 to 0 to recommend Approval of the request as presented.

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

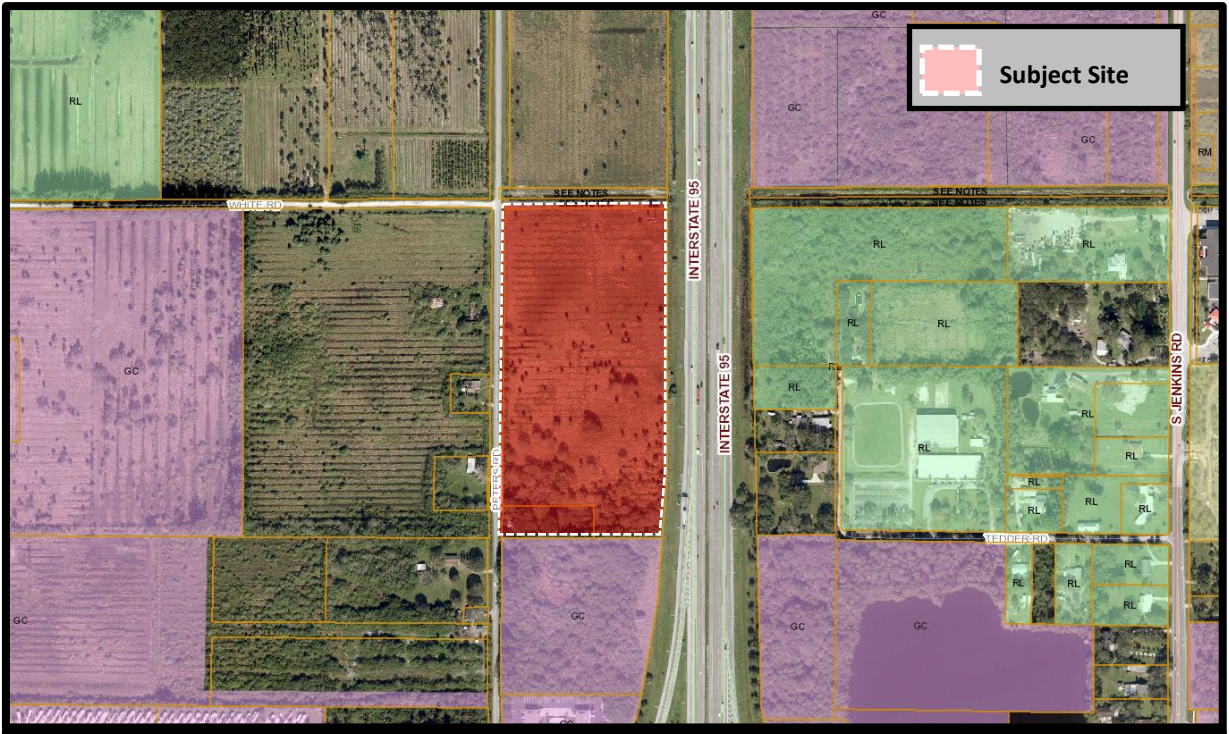
As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends **Approval** of the proposed annexation along with the Future Land Use designation of MXD and the Zoning designation of E-2.



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Annexation
2398 Peters Road
Aerial Map

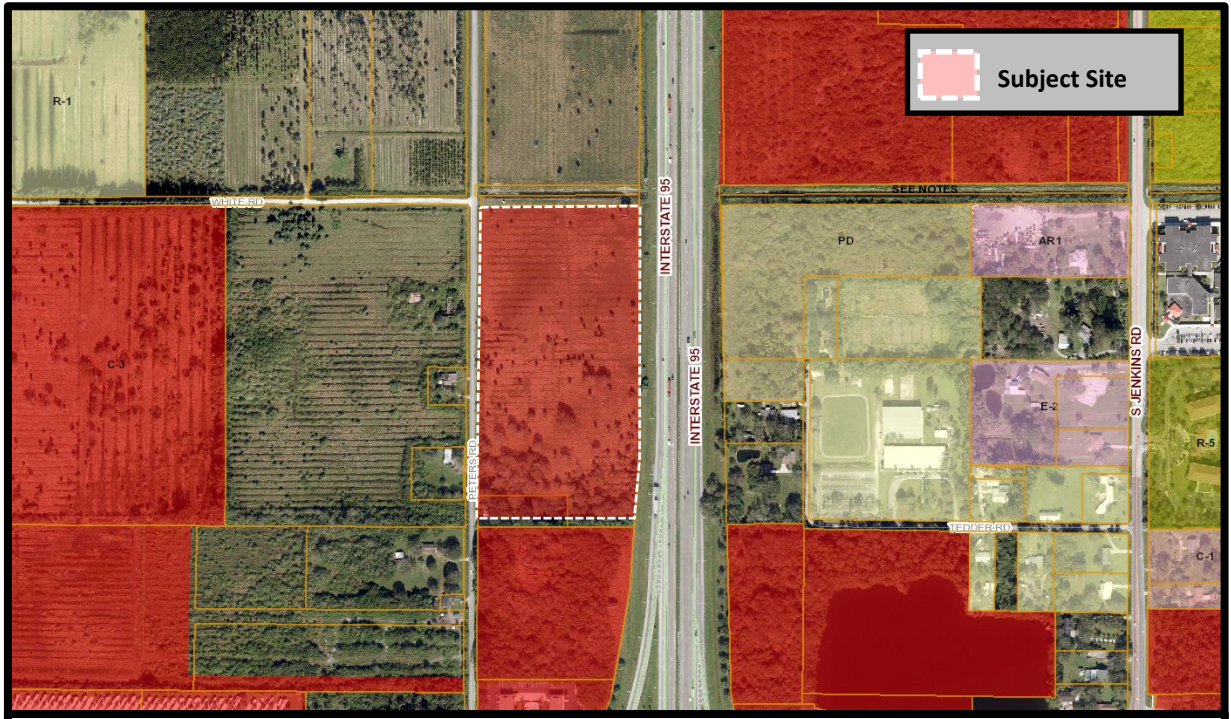
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THE SUNRISE CITY
FORT PIERCE
Florida

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

N
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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

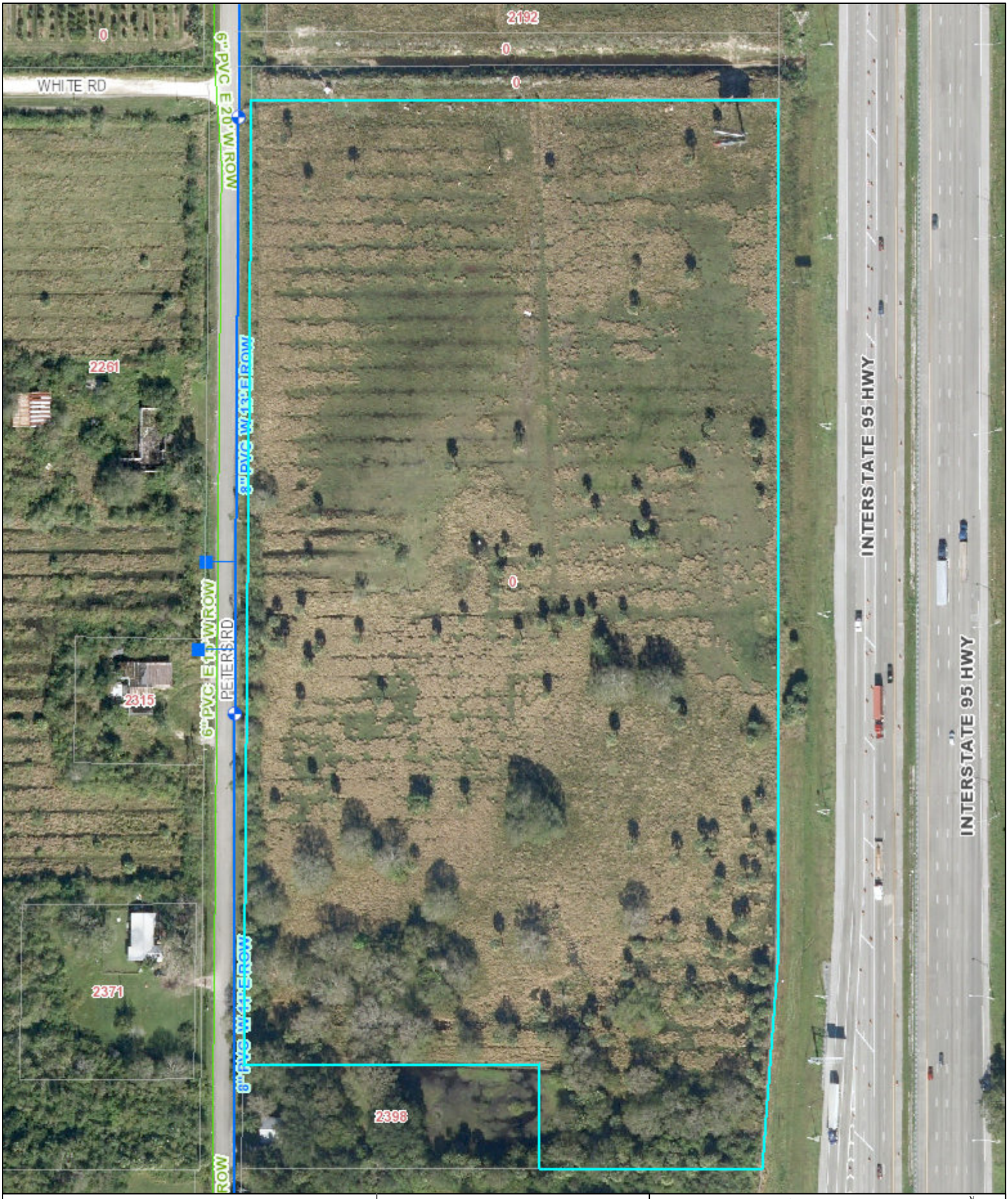
Annexation – 2398 Peters Road – 2 Parcels

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

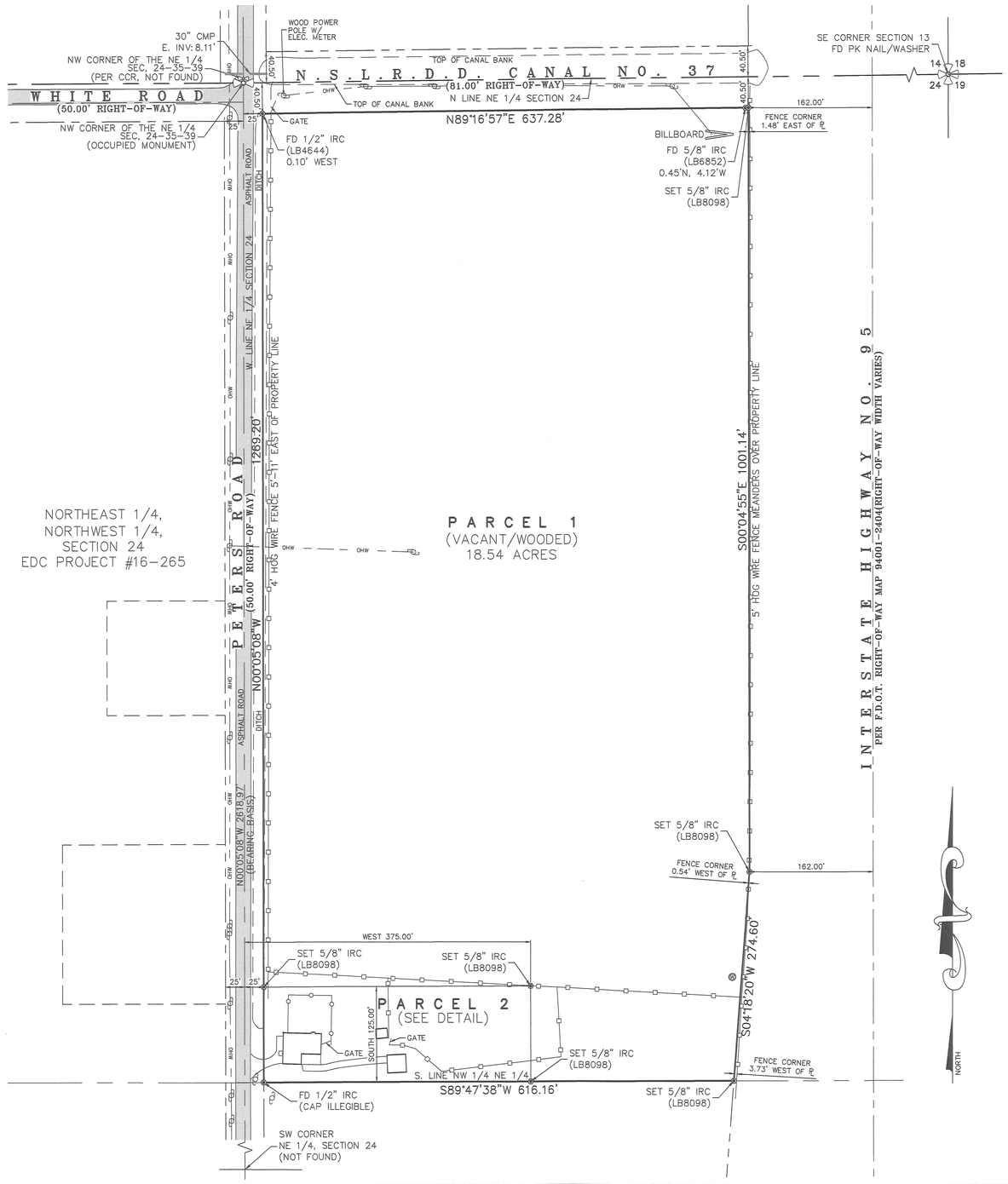
BOUNDARY SURVEY

FOR: PROJECT HURRICANE

GRAPHIC SCALE

80 0 40 80 160 240

(IN FEET)
1 inch = 80 ft.





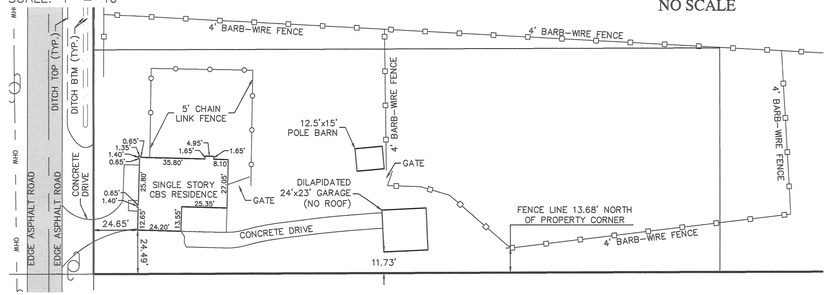
ST. LUCIE COUNTY, FLORIDA

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

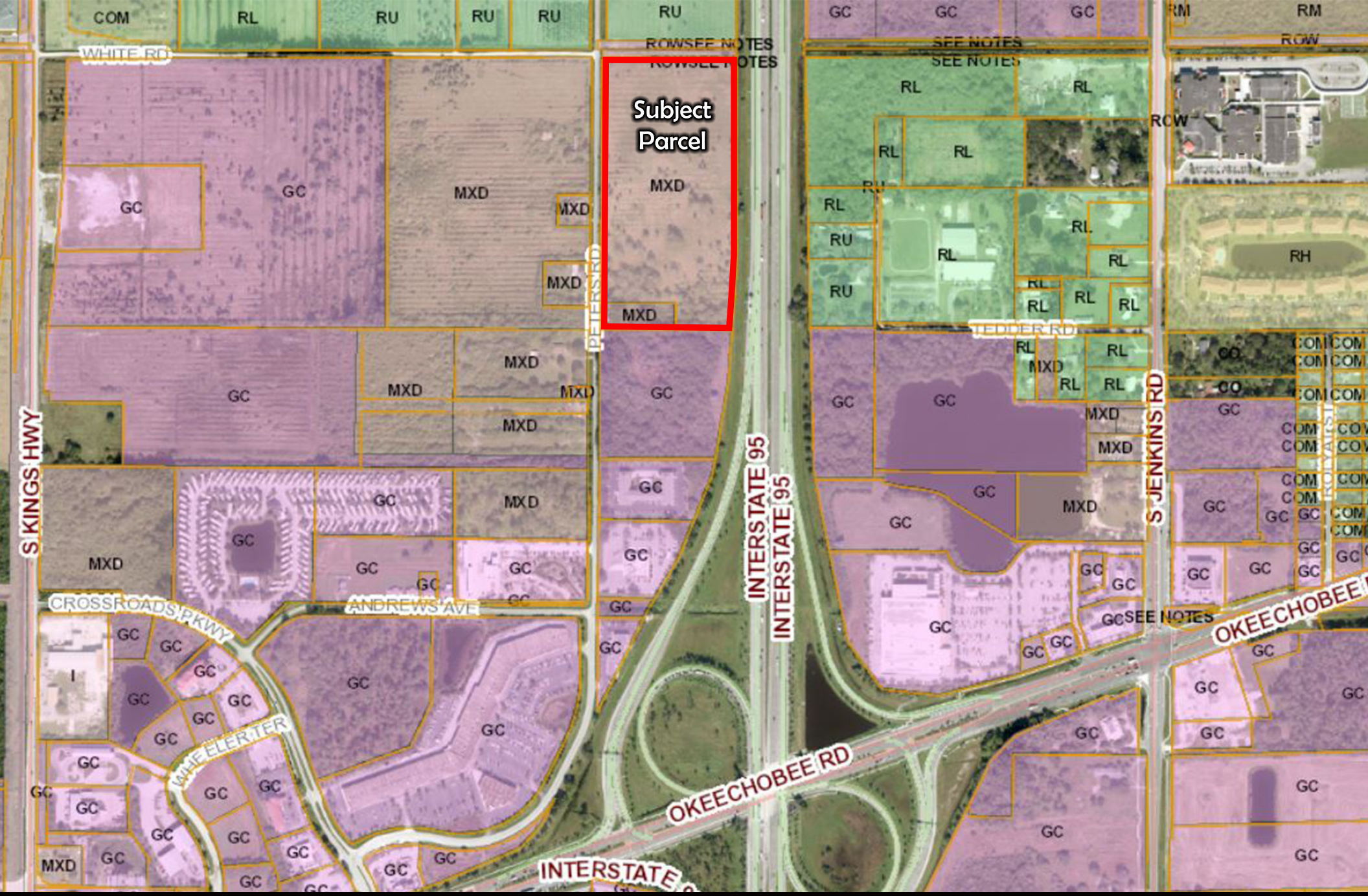
LAND LYING IN THE NW 1/4 OF THE NE1/4 OF SEC. 24, TWNSHP. 35 SOUTH, RGE. 39 EAST
ST. LUCIE COUNTY, FLORIDA

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.
Z:\EDC-2020\20-298 - Lazydays RV\SURVEY\Dwg - PDF\Survey\20-298 Boundary_rev2.dwg, 10/30/2020 3:18 PM
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

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
100 NORTH US 1
FORT PIERCE, FL 34950
ATTN LINDA COX

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager 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.

4/25/2021; 5/2/2021

Subscribed and sworn to before on the 2nd day of May, 2021

Tara Mondloch

Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

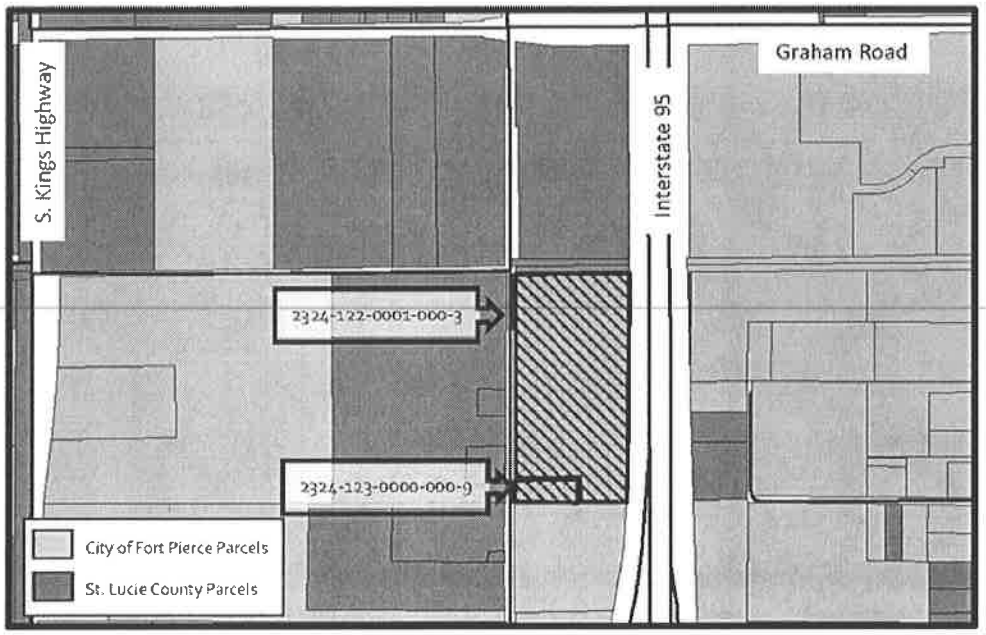
My commission expires: August 6, 2021

Publication Cost: $945.00
Ad No: GCI0636949
Customer No: 463454
PO#: PUBLIC NOTICE

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 3, 2021 at 6:00 p.m. and Monday, May 17, 2021 at 4:30 p.m. hold Public Hearings at their meeting on the enactment of the proposed Ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. Hwy 1, Fort Pierce, Florida; said ordinance entitled:

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.



All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.

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: 4/25/2021 and 5/2/2021

TR-GCI0636949-01

City Commission Regular Meeting - 4:30 pm **12. c.**

Meeting Date: 05/17/2021

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. SECOND 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: 05/04/2021

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 - 4:30 pm **12. d.**

Meeting Date: 05/17/2021

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. SECOND 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
Proof of Publication

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: 05/04/2021

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

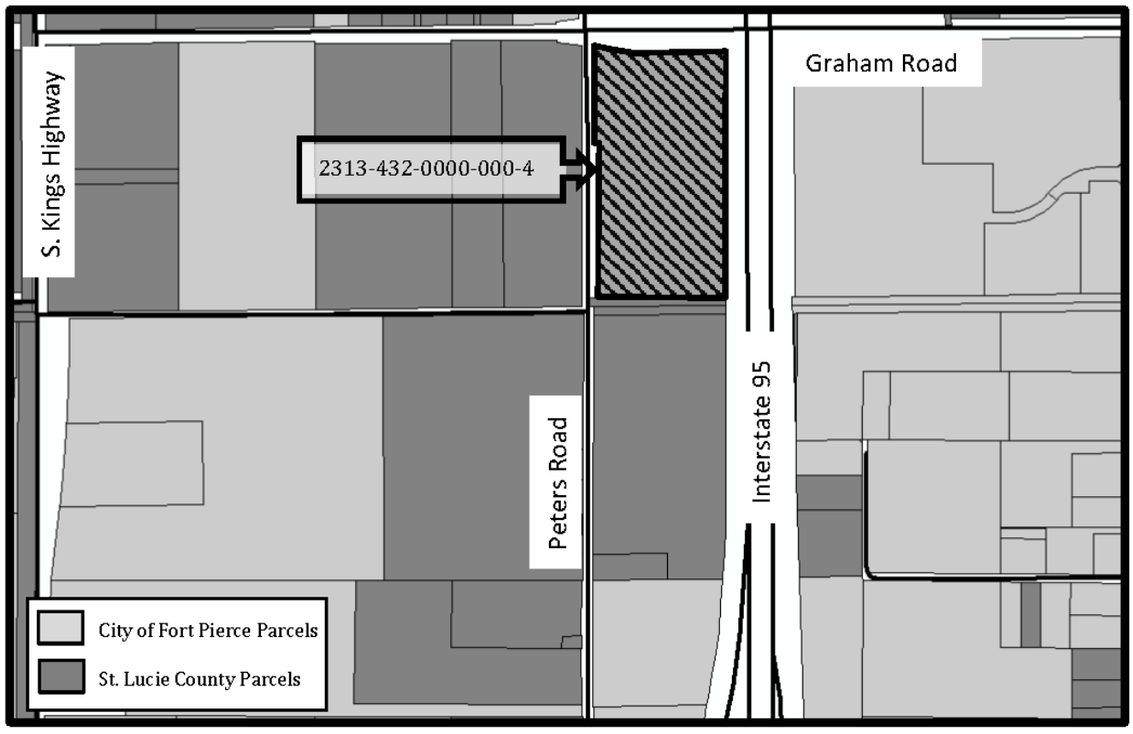
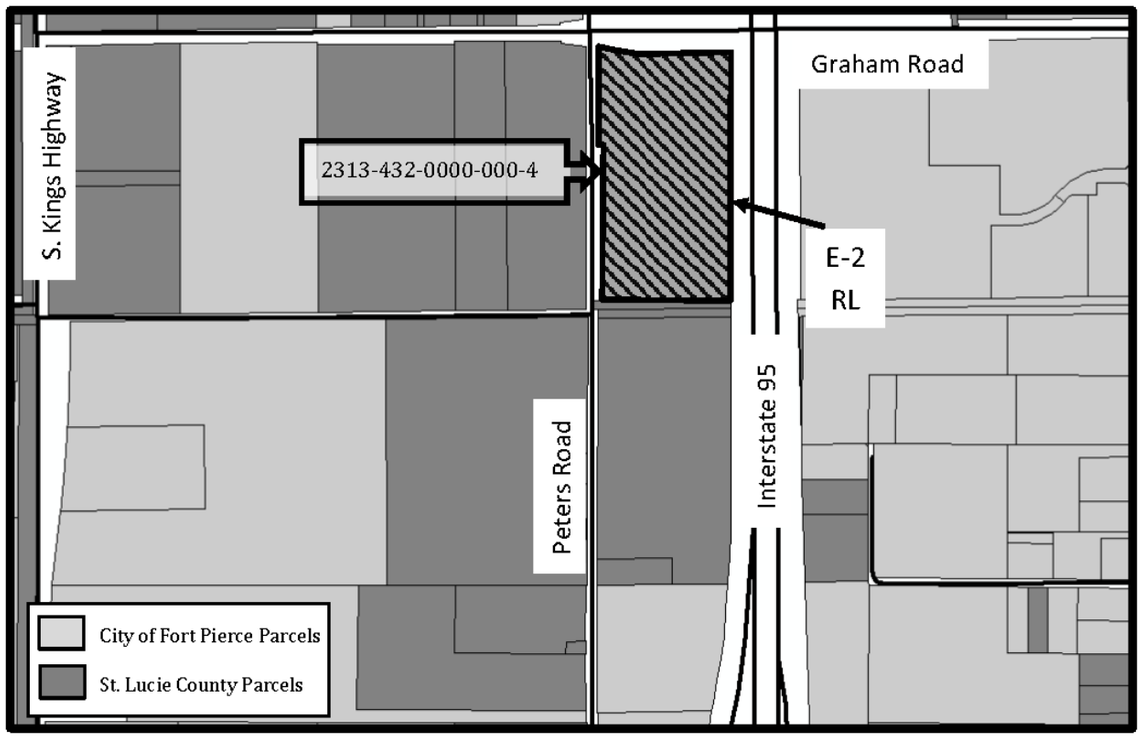


EXHIBIT B

Zoning & Future Land Use Designation Assignment



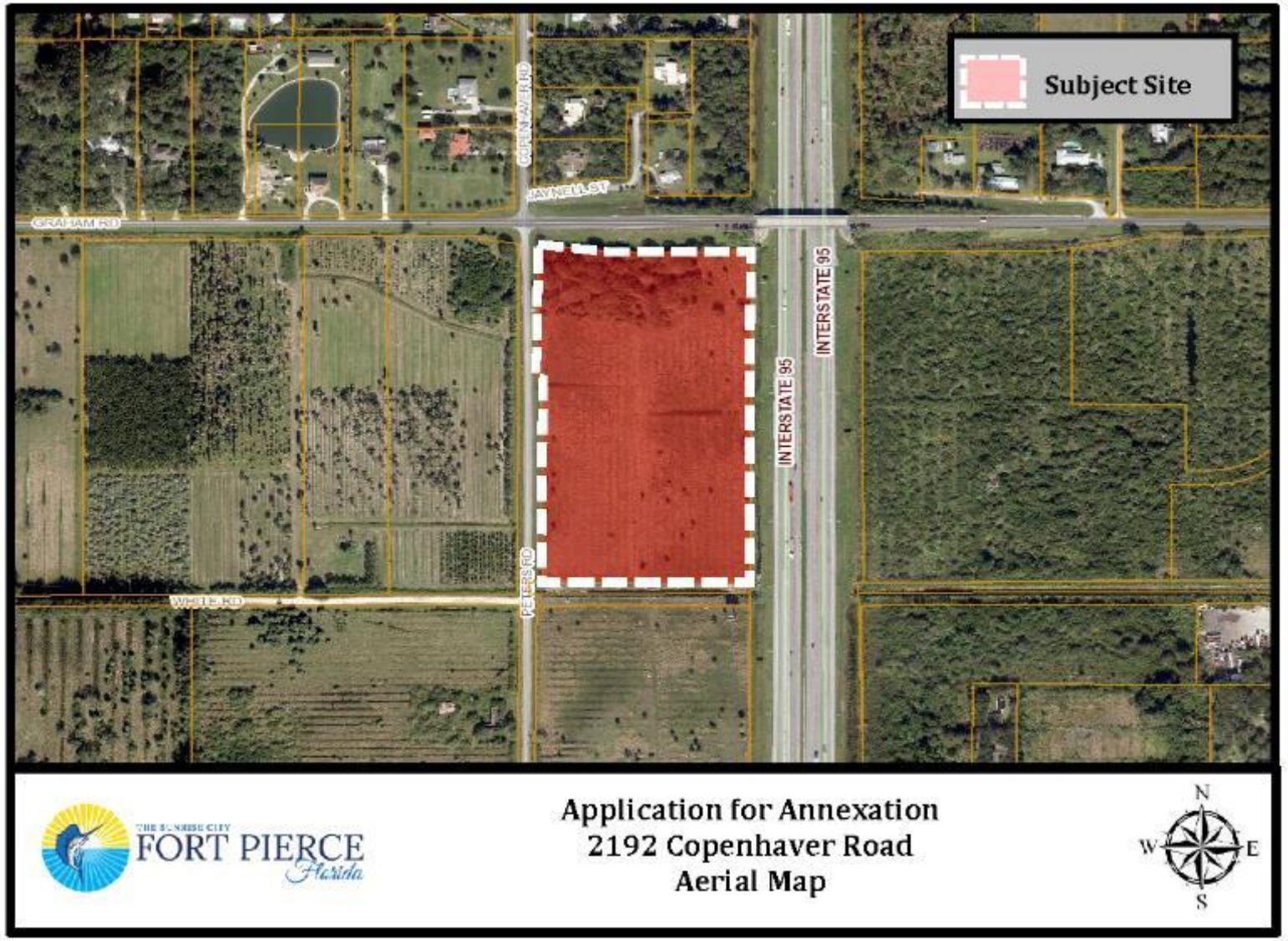
*The property to be annexed currently has a zoning of Single Family, 2 du/acre (RS-2) with a Future Land Use of Residential Urban, 5 du/ac (RU). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Residential Single Family, two units per acre (E-2) and have a Future Land Use Designation of Low Density Residential (RL).

Application for Annexation

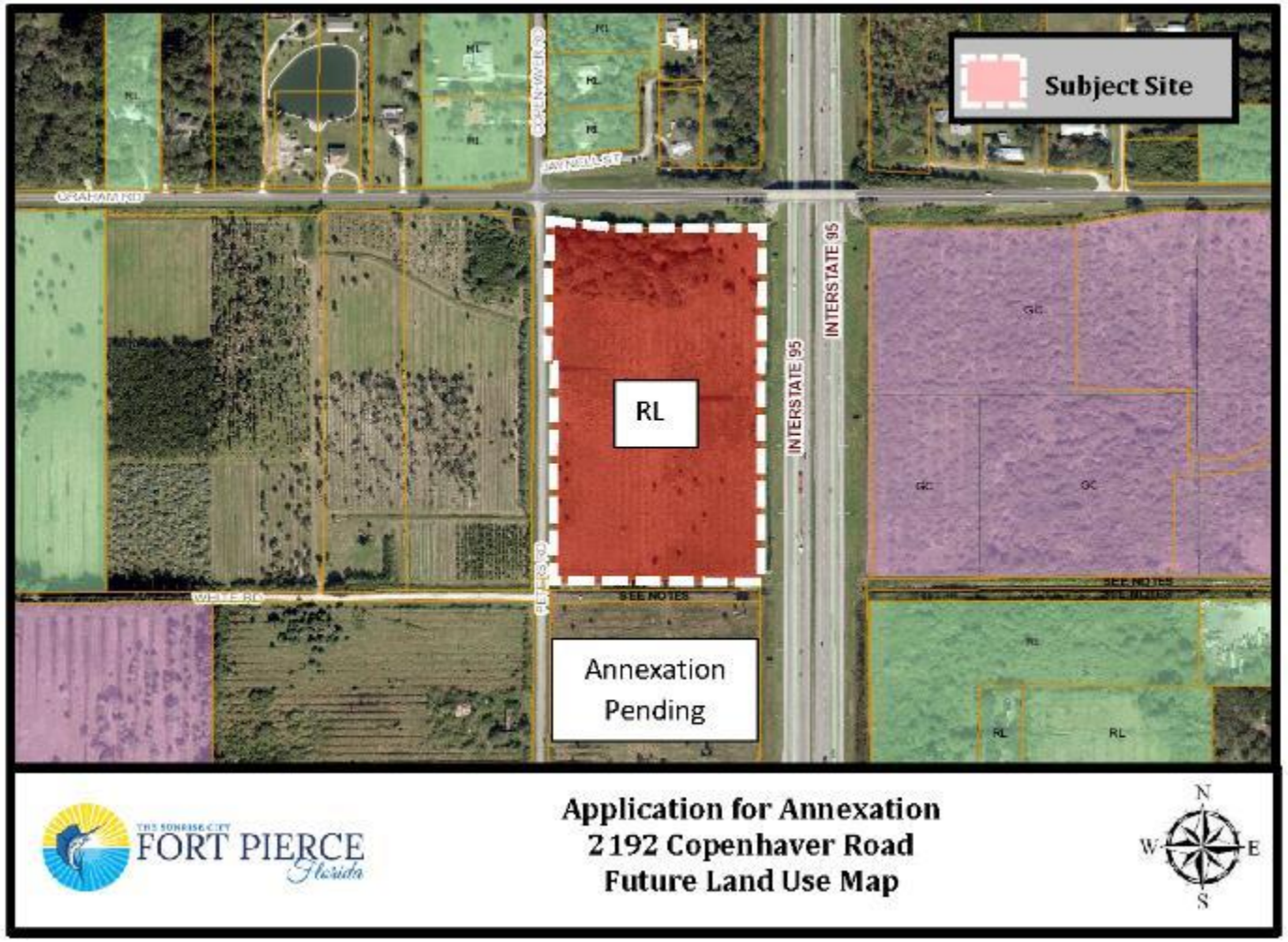


2192 Copenhaver Road

Site Aerial Map

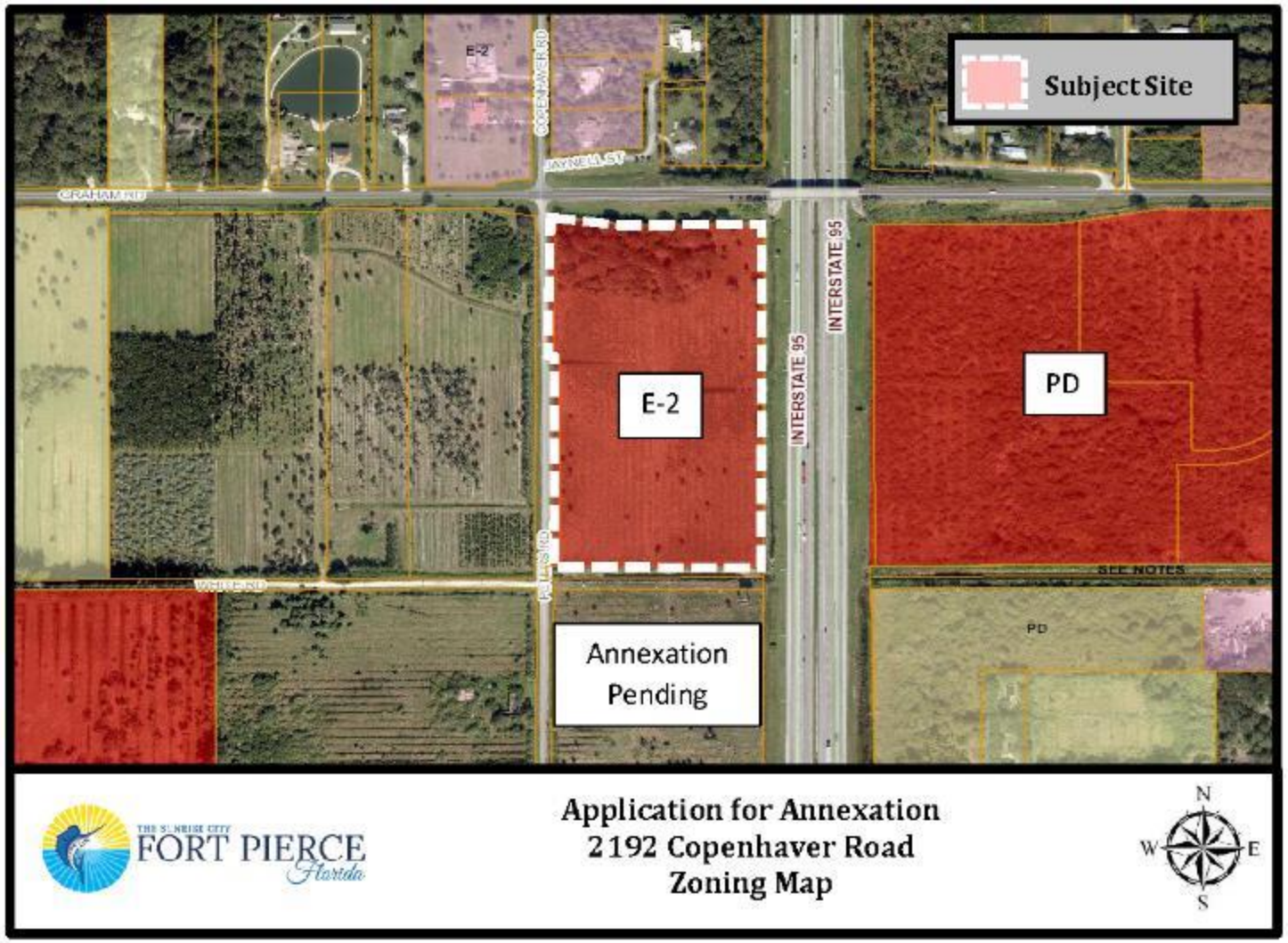


Future Land Use Map



- 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

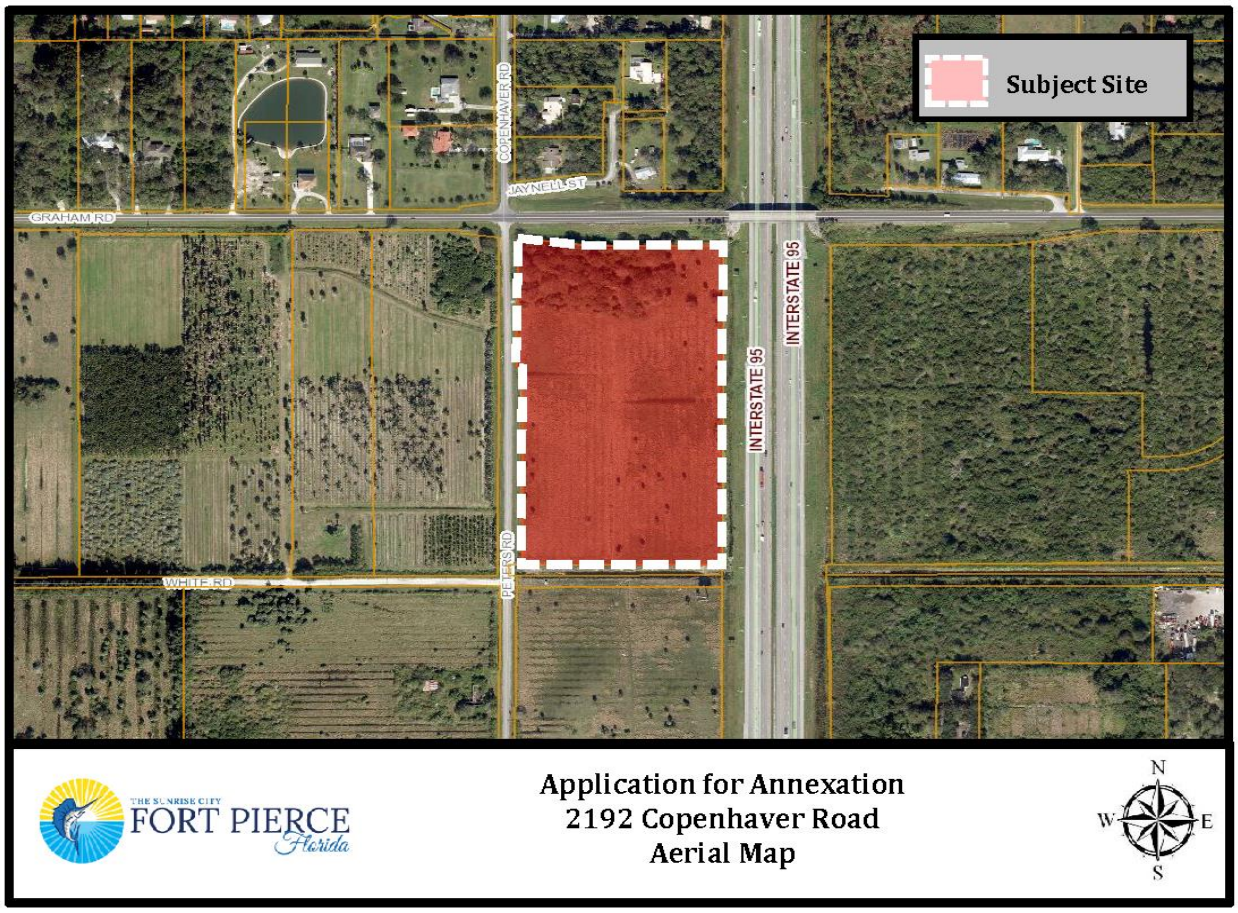
Property Owner/ Applicant	R.V. Development, LLC 547 Wash Roberts Lane McMinnville, TN 37110
Representative	Macritchie Storage Ventures, LLC 715 5th Avenue, SW, Suite 1700 Calgary AB T2P 2X6, Canada
Requested Action:	Approval of a Voluntary Application for Annexation of a parcel of land
Site Location:	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

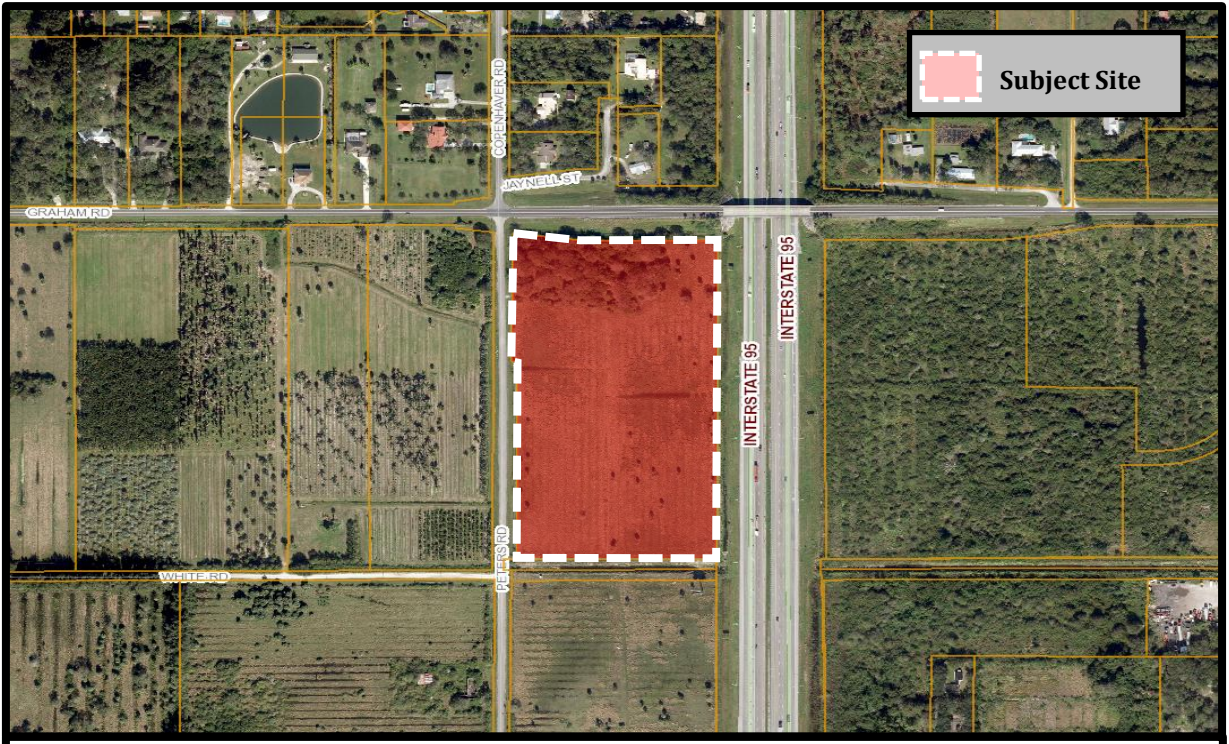
The City of Fort Pierce Planning Board, at their March 8, 2021 meeting, voted 5 to 0 to recommend Approval of the request as presented.

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

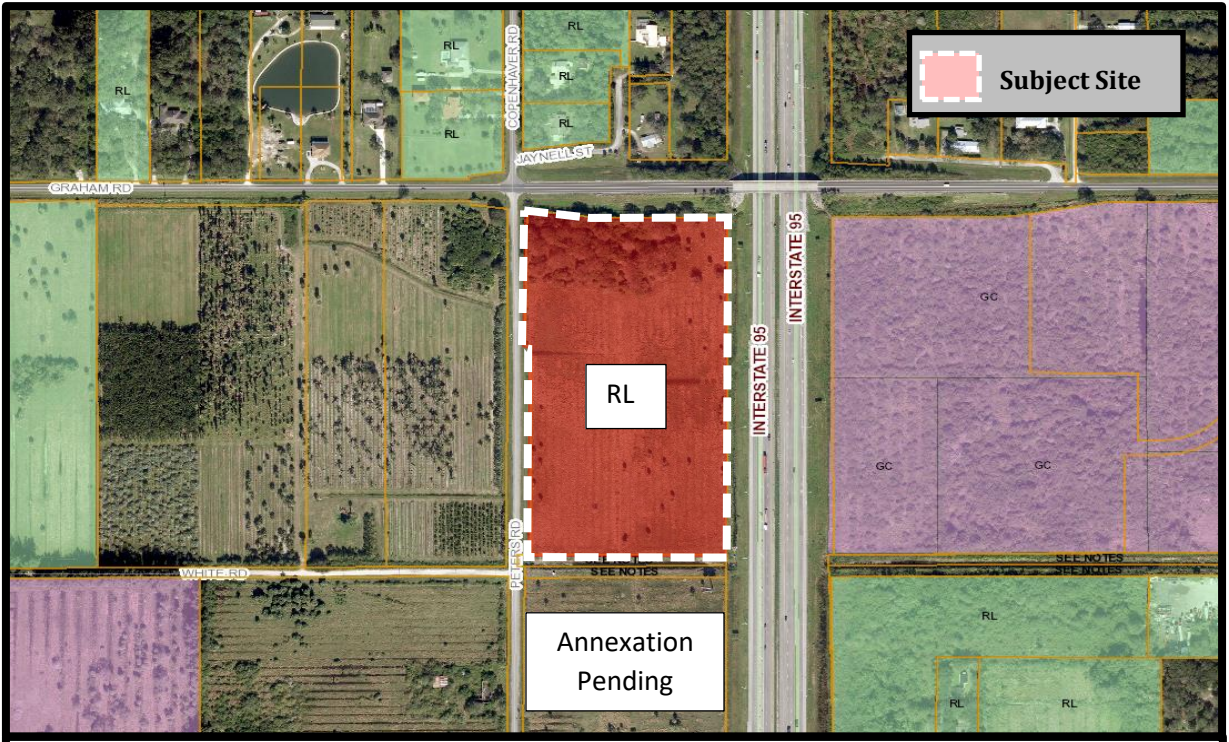
As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the Planning Board recommend approval of the proposed annexation along with the Future Land Use designation of RL and the Zoning designation of E-2.



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Annexation
2192 Copenhaver Road
Aerial Map

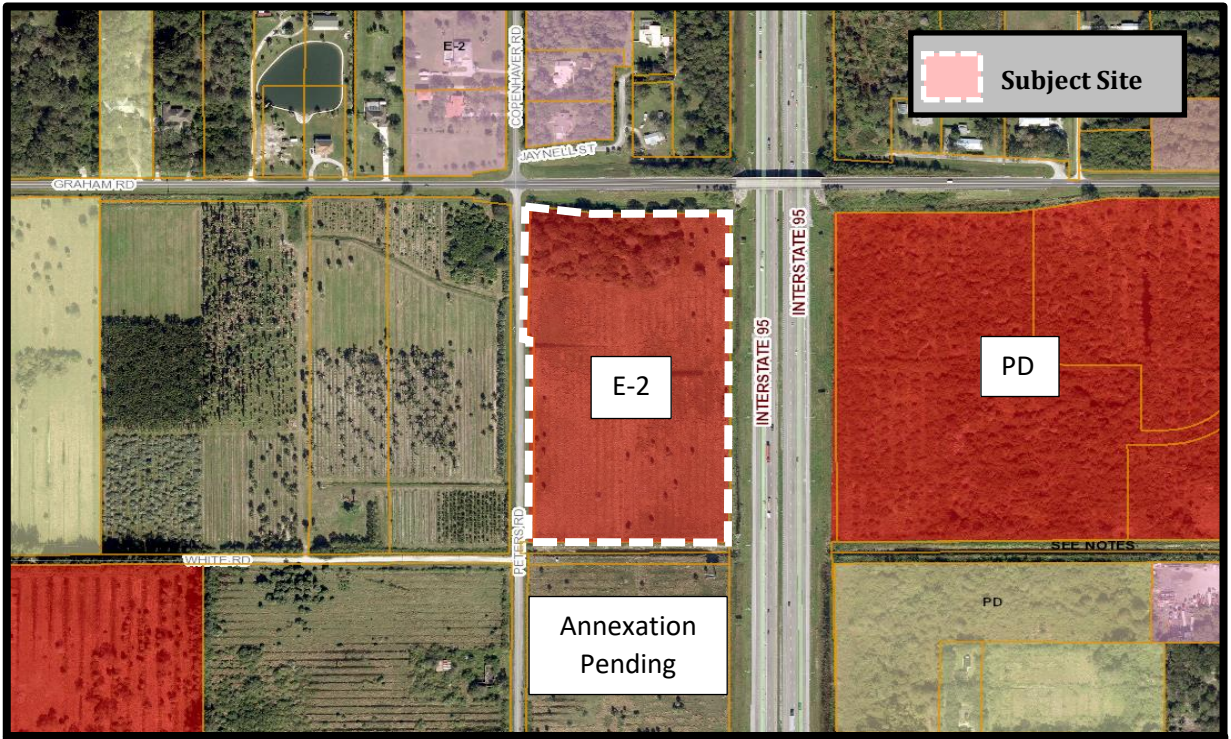
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THE SUNRISE CITY FORT PIERCE Florida

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

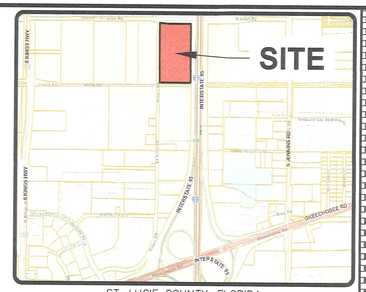
FOR: R.V. DEVELOPMENT, LLC

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%

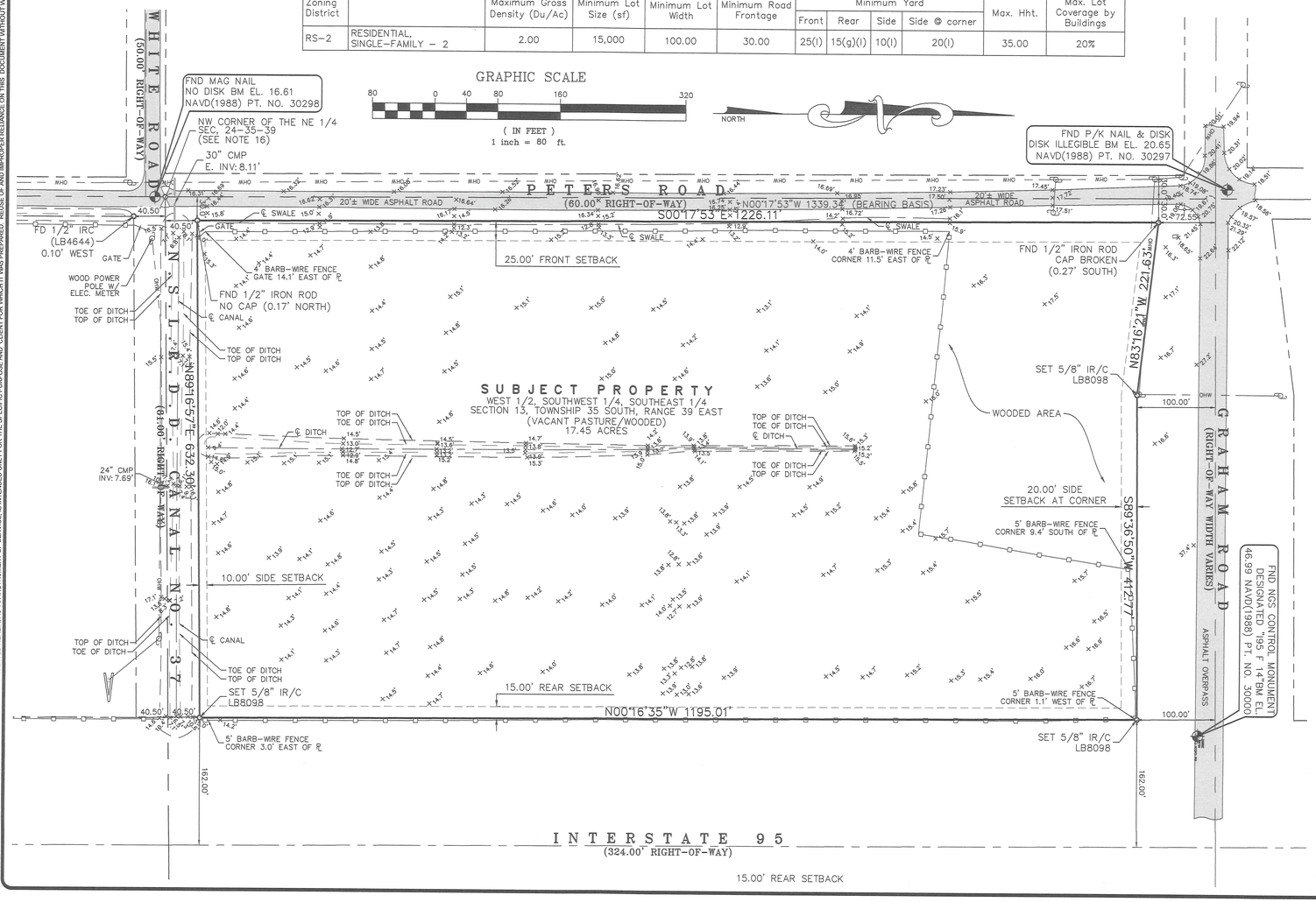
GRAPHIC SCALE

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

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
100 NORTH US 1
FORT PIERCE, FL 34950
ATTN LINDA COX

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager 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.

4/25/2021; 5/2/2021

Subscribed and sworn to before on the 2nd day of May, 2021

Tara Mondloch

Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

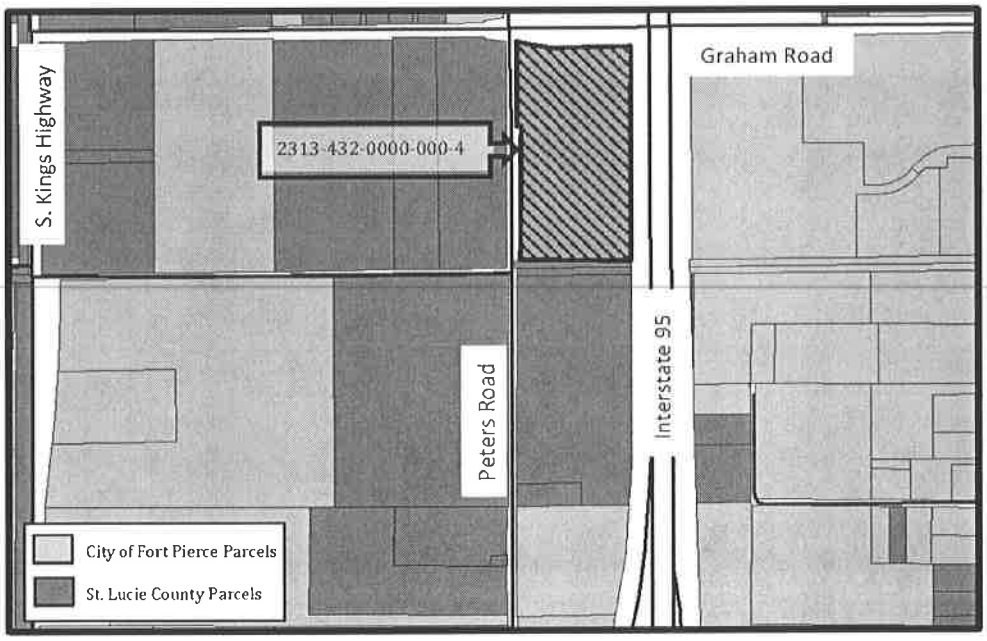
My commission expires: August 6, 2021

Publication Cost: $945.00
Ad No: GCI0636968
Customer No: 463454
PO#: PUBLIC NOTICE

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 3, 2021 at 6:00 p.m. and Monday, May 17, 2021 at 4:30 p.m. hold Public Hearings at their meeting on the enactment of the proposed Ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. Hwy 1, Fort Pierce, Florida; said ordinance entitled:

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.



All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.

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: 4/25/2021 and 5/2/2021
TR-GCI0636968-01

City Commission Regular Meeting - 4:30 pm **13. a.**

Meeting Date: 05/17/2021

Re: Hearing Resolution No. 21-R26 - 1909 N 16th Street

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

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SUBJECT:

Resolution No. 21-R26 determining that the structure located at 1909 N 16th Street is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on June 21, 2021.

SUMMARY:

On November 16, 2020, the City Commission disapproved Resolution No. 20-R54 and granted a six (6) month extension to commence construction and have the first inspection approved. Due to no action at this location during the extension period and in accordance with the City Code of Ordinances, a hearing shall be scheduled to allow the owners, agents, or any person, firm or corporation having a lien on, or interest in, the building / structure to show cause, if any, why a building / structure should not be condemned and its removal or destruction required.

This Resolution is to set the hearing date only and instruct the City Clerk to notify all interested parties of their right to be heard. No testimony or evidence will be presented at this time.

RECOMMENDATION:

Approve Resolution No. 21-R26 to establish the hearing of this matter on June 21, 2021.

ALTERNATIVES:

Select an alternate date.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Building Department
City Clerk's Office
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

pending

OTHER INFORMATION:

None

Attachments

Google Earth Street View
21-R26

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	11/17/2020 12:06 PM
City Manager	Nick Mimms	05/05/2021 10:54 AM

Form Started By: Peggy Arraiz Started On: 11/17/2020 12:05 PM
Final Approval Date: 05/05/2021


Legend
1909 N 16th St
Google Earth
© 2020 Google
N
7.53 ft

RESOLUTION NO. 21-R26

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **1909 N 16TH 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 ALL PARTIES OF INTEREST MUST SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE **DEMOLISHED IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF FORT PIERCE**; AND NOTIFYING ALL PARTIES OF POTENTIAL ACTION BY THE CITY OF FORT PIERCE FOR FAILURE TO ACT; AND THAT A **PUBLIC HEARING BE HELD AT THE REGULARLY SCHEDULED CITY COMMISSION MEETING ON JUNE 21, 2021 AT 4:30 PM,** IN THE CITY COMMISSION CHAMBERS LOCATED AT 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA; AND PROVIDING FOR NOTICE TO ALL PARTIES.

WHEREAS, the building or structure located at 1909 N 16TH STREET, Fort Pierce, Florida, 34950 has been declared unsafe in accordance with Section 108 of the International Property Maintenance Code as adopted by the City Commission in January 2017; and

WHEREAS, Section 108 of the International Property Maintenance Code requires that when a structure is found by the Code Official to be unsafe, such structure shall be condemned; and

WHEREAS, the City Commission determines that unsafe buildings or structures are declared a nuisance and constitute a menace to the business, health and safety of the community; and

WHEREAS, there shall be a public hearing before the City Commission whereby any and all interested parties may appear and show cause as to why said building or structure should not be condemned and its removal or destruction required;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

1909 N 16TH STREET

BLAKELY S/D BLK 2 N 45 FT OF LOT25 AND ALL LOT 26

Parcel ID: 2404-510-0033-000/2

is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community.

SECTION 2. The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, show cause, if any, before the City Commission of the City of Fort Pierce, Florida why said building or structure, which was condemned by the Code Official in accordance with Section 108 of the International Property Maintenance Code, should not be removed or demolished.

HAROLD KESSLER (EST)
C/O R G DEVELOPER INC
629 GLENVIEW AVE
FT PIERCE, FL, 34982

SUZANNE M KESSLER
453 DUSK WAY
FT PIERCE, FL, 34945

SECTION 3. Should the interested parties fail to show cause as to why the City Commission should not order the demolition or removal of the building or structure and fail to comply with any order of the City Commission requiring such removal or destruction, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien up on said property.

SECTION 4. This matter will be heard at the regularly scheduled meeting of the City Commission of the City of Fort Pierce on June 21, 2021 at 4:30 PM in the City Commission Chambers located at 100 North US Highway 1, Fort Pierce, Florida.

SECTION 5. The hereinbefore named persons, firms, or corporations, shall be provided notice of the scheduled hearing by mailing a certified copy of this resolution by registered or certified mail at least ten (10) days prior to the date of said hearing by the City Clerk for the City of Fort Pierce, Florida.

SECTION 6. This resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____, 20____.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Peter J. Sweeney, Esq.
City Attorney

City Commission Regular Meeting - 4:30 pm **13. b.**

Meeting Date: 05/17/2021

Re: Hearing Resolution No. 21-R27 - 427 N 14th Street #3(rear)

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

SUBJECT:

Resolution No. 21-R27 determining that the structure located at 427 N 14th Street, Building #3 (rear) is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on June 21, 2021.

SUMMARY:

On September 4, 2018 the City Commission did not take any action on Resolution No. 18-R41 as the owners of the property presented a building permit to rehabilitate both Building #2 and Building #3 on the property. On January, 21, 2021, Shaun Coss, Building Department Coordinator advised staff that Building #2 was complied in June 2020, but that the permit for Building #3 expired in 2018 and was never renewed.

Due to no additional activity and in accordance with the City Code of Ordinances, a hearing shall be scheduled to allow the owners, agents, or any person, firm or corporation having a lien on, or interest in, the building / structure to show cause, if any, why a building / structure should not be condemned and its removal or destruction required.

This Resolution is to set the hearing date only and instruct the City Clerk to notify all interested parties of their right to be heard. No testimony or evidence will be presented at this time.

RECOMMENDATION:

Approve Resolution No. 21-R27 to establish the hearing of the matter on June 21, 2021.

ALTERNATIVES:

Select an alternate date.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Building Department
City Clerk's Office
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

None

Attachments

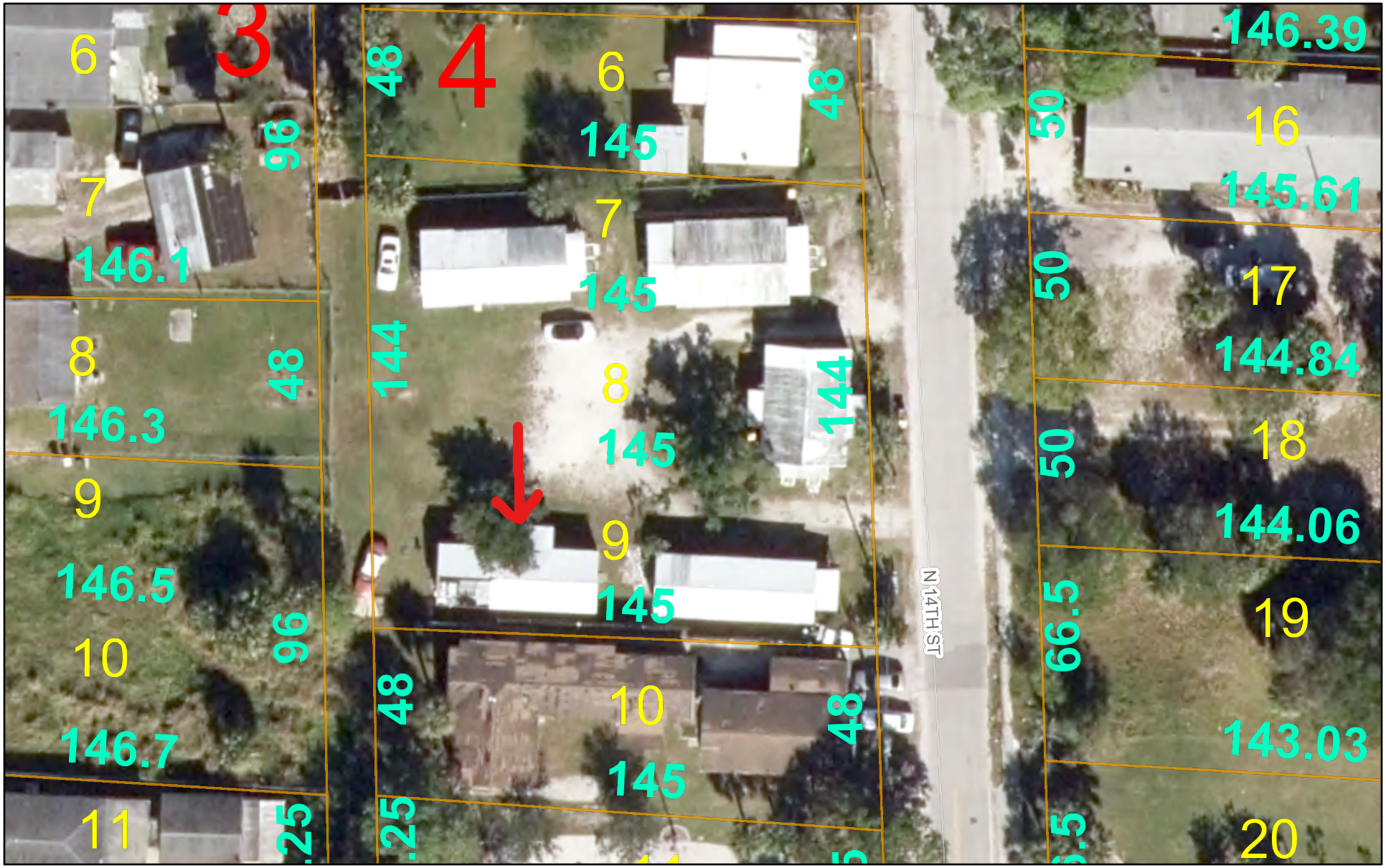
Property Appraiser's Map
Photo of front of building
21-R27

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2021 10:57 AM

Form Started By: Peggy Arraiz
Started On: 05/04/2021 01:36 PM
Final Approval Date: 05/05/2021

Saint Lucie County Property Appraiser



May 4, 2021

1:564

0 20 40 80 ft

0 5 10 20 m

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Jan 24, 2018 11:21:12 AM
Fort Pierce

RESOLUTION NO. 21-R27

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **427 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 ALL PARTIES OF INTEREST MUST SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE **DEMOLISHED IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF FORT PIERCE**; AND NOTIFYING ALL PARTIES OF POTENTIAL ACTION BY THE CITY OF FORT PIERCE FOR FAILURE TO ACT; AND THAT A **PUBLIC HEARING BE HELD AT THE REGULARLY SCHEDULED CITY COMMISSION MEETING ON JUNE 21, 2021 AT 4:30 PM,** IN THE CITY COMMISSION CHAMBERS LOCATED AT 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA; AND PROVIDING FOR NOTICE TO ALL PARTIES.

WHEREAS, the building or structure located at 427 N 14TH Street, Fort Pierce, Florida, 34950 has been declared unsafe in accordance with Section 108 of the International Property Maintenance Code as adopted by the City Commission in January 2017; and

WHEREAS, Section 108 of the International Property Maintenance Code requires that when a structure is found by the Code Official to be unsafe, such structure shall be condemned; and

WHEREAS, the City Commission determines that unsafe buildings or structures are declared a nuisance and constitute a menace to the business, health and safety of the community; and

WHEREAS, there shall be a public hearing before the City Commission whereby any and all interested parties may appear and show cause as to why said building or structure should not be condemned and its removal or destruction required;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

427 N 14TH STREET

GOLDSMITH`S S/D BLK 4 LOTS 7, 8 AND 9

Parcel ID: 2409-503-0048-000/3

is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community.

SECTION 2. The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, show cause, if any, before the City Commission of the City of Fort Pierce, Florida why said building or structure, which was condemned by the Code Official in accordance with Section 108 of the International Property Maintenance Code, should not be removed or demolished.

FOUNDATION LLC
2676 SW 129TH TER
PEMBROKE PINES, FL, 33027

MARLEX PROPERTY MANAGEMENT
2676 SW 129 TERRACE
PEMBROKE PINES, FL, 33027

CHRISTOPHER D PATTERSON
C/O MARLEX PROPERTY MANAGEMENT
PO BOX 278796
PEMBROKE PINES, FL, 33027

SECTION 3. Should the interested parties fail to show cause as to why the City Commission should not order the demolition or removal of the building or structure and fail to comply with any order of the City Commission requiring such removal or destruction, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien up on said property.

SECTION 4. This matter will be heard at the regularly scheduled meeting of the City Commission of the City of Fort Pierce on June 21, 2021 at 4:30 PM in the City Commission Chambers located at 100 North US Highway 1, Fort Pierce, Florida.

SECTION 5. The hereinbefore named persons, firms, or corporations, shall be provided notice of the scheduled hearing by mailing a certified copy of this resolution by registered or certified mail at least ten (10) days prior to the date of said hearing by the City Clerk for the City of Fort Pierce, Florida.

SECTION 6. This resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____, 20____.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Peter J. Sweeney, Esq.
City Attorney

@BCL@FC319E18

City Commission Regular Meeting - 4:30 pm **13. c.**

Meeting Date: 05/17/2021

Re: BOA Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 21-R28 appointing Jamiebeth Galinis to the Board of Adjustment as Commissioner Perona's appointee.

SUMMARY:

Resolution 21-R28 appointing Jamiebeth Galinis to the Board of Adjustment as Commissioner Perona's appointee.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Tom Perona

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

21-R28

Application

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/12/2021 03:54 PM

Form Started By: Linda Cox Started On: 05/05/2021 12:52 PM

Final Approval Date: 05/12/2021

RESOLUTION NO. 21-R28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF ADJUSTMENT,** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED that Jaimebeth Galinis be and is hereby appointed by the City Commission to serve as Commissioner Tom Perona', Jr.'s appointee to the Board of Adjustment; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 17th day of May, 2021.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
PETER J. SWEENEY, ESQ.
CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA

(City Residency Required)

Name: Jaimebeth Galinis	Phone: 561-715-5317
Home Address: 1710 Plover Avenue City/Zip Code: Fort Pierce, Fl 34949	How long at this address? 10+
Are you a qualified elector of the City of Fort Pierce? ☒ Yes ☐ No	
Occupation: Dir. Of Wound Care	Employer Name: DeRoyal
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: ALG Homes, Rental Apartments 725 S. 7th Street, Fort Pierce, 34950	
Do you now or in the future plan to do business with or have a business relationship with FPUA? ☐ Yes ☒ No If yes, please describe in detail outlining any businesses or matters deemed appropriate. No – other than paying our utility bill(s)	
Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information. I work in a highly regulated field like that of a utility, and hold a BA (from UF), MBA (from FAU) and MS in Regulatory Affairs and Quality Assurance (Temple School of Pharmacy). I have an interest in working on a committee where I think I can be useful.	
Do you have special training or knowledge in any of the following areas: Utilities: ☐ Yes ☐ No Engineering: ☒ Yes ☐ No Contracting/Development: ☐ Yes ☐ No Legal: ☒ Yes ☐ No Management: ☒ Yes ☐ No Finance/Accounting: ☒ Yes ☐ No Describe your education and background in any of the above areas: I attended UF on an accounting and IT scholarship, have worked in product development and prepared financial performa's most of my adult life. I am highly skilled in research and communicating complex topics with easy to understand verbiage.	
Are you currently a member of a Commission-appointed board or committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
If appointed, are you willing to attend a training session which could last at least 5 hours? ☒ Yes ☐ No	
Referred by:	Applicant Email Address:
Date: 6/30/2020	Applicant's Signature Jaimebeth Galinis

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Jaimebeth Galinis

History and Goals

Over the course of the past 18 years, I have worked with and for numerous organizations, large and small; including Office Depot Corporate Headquarters, Liberty/ MEDCO and have spent the past 6 years working for DeRoyal, a privately-owned medical device manufacture. With the ever changing world of healthcare and the business that goes along with it, I have been able to successfully transfer my marketing & business development background in the consumer space into the medical field. My areas of focus are Wound Care, Temperature Therapy & NPWT, as well as being the subject matter expert on all things FDA & Medicare/AHCA (inclusive of reimbursement, coding systems and 510K submissions). In addition to DeRoyal, I also teach as an adjunct professor at Indian River State College.

Key Accomplishments:

- 18 years of experience in marketing & product development, medical and non-medical fields
- Authored/published over 100 press releases & 1,000s of marketing literature pieces
- Awarded Best Radio Frequency Identification (RFID) case series by AIM (2019)
- Published at the SAWC for case series involving over 900 patients (May 2019)
- Published in the WOCN Journal for case series involving over 500 patients (June 2018)
- Launched 14 products (Class 1 & 2), 2 first to market and 4 requiring 510Ks for DeRoyal
- Achieved reclassification from PDAC on key product categories resulting in improved margins for DeRoyal and increased reimbursement for DMEs
- Presented at Innovation Theatre during the National WOCN Conference (2015-2019)
- Guest Speaker/Presenter on Medicare Reimbursement at TN Podiatric Medical Assn. (2015)
- Created & Certified CEU course in Wound Care Reimbursement with the BOC (Board of Certification) and ABC (Association of Boards of Certification) (2015)
- Published in the WOCN magazine “In the Know” (2014)
- Member of the WOCN Marketing Committee - only non-clinician invited to join (2012-2014)
- Lead successful business integration teams for Office Depot after the acquisition of Allied and Tech Depot
- Certified Professor of Business Management by the Southern Association of Colleges and Schools (2017 – 2022)
- M.S. Regulatory and Quality Assurance, School of Pharmacy, Temple University (2020)
- Master of Business Administration, Florida Atlantic University, Boca Raton (2004)
- Bachelor of Arts, University of Florida, Gainesville (1998)

City Commission Regular Meeting - 4:30 pm **13. d.**

Meeting Date: 05/17/2021

Re: Auditor Selection Committee

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 21-R29 Establishing an Auditor Selection Committee

SUMMARY:

Section 218.391(2)(b), Florida Statutes (2020), requires the governing body of a municipality to establish an Auditor Section Committee. The City's existing auditor contract is now expiring.

RECOMMENDATION:

Adopt Resolution 21-R29

ALTERNATIVES:

Adopt with amendments.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Johnna Morris, Finance Director

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

21-R29

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/12/2021 03:54 PM

Form Started By: Linda Cox Started On: 05/10/2021 04:22 PM

Final Approval Date: 05/12/2021

RESOLUTION NO. 21-R29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA ESTABLISHING AN AUDITOR SELECTION COMMITTEE, IN ACCORDANCE WITH SECTION 218.391, FLORIDA STATUTES (2020); PROVIDING FOR COMMITTEE PURPOSE, MEMBERSHIP, AND DUTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 218.391(2)(b), Florida Statutes (2020), requires the governing body of a municipality to establish an Auditor Section Committee; and

WHEREAS, the primary purpose of the Auditor Selection Committee is to assist the Fort Pierce City Commission in selecting an auditor to conduct the required annual audit; and

WHEREAS, Florida Statutes require that the Auditor Selection Committee consist of a minimum of three (3) members, which must include one (1) member of the Fort Pierce City Commission who will serve as the committee chair; and

WHEREAS, four (4) members of the Auditor Selection Committee will be appointed by City Commission provided they possess a general understanding of governmental financial reporting and auditing, as defined in Section 218.391, Florida Statutes (2020);

WHEREAS, the City's Finance Director will serve as an advisor to the Auditor Section Committee; and

WHEREAS, the Auditor Selection Committee will solicit certified public accounting firms that are qualified to complete the City's required annual audit through a request for proposal process, as required in Section 218.391(3), Florida Statutes (2020); and

WHEREAS, the Auditor Selection Committee will evaluate and rank, in order of preference, the proposals received from qualified certified public accounting firms; and

WHEREAS, the Auditor Selection Committee will present its ranked recommendations to the City Commission for consideration; and

WHEREAS, the City Commission will select a certified public accounting firm and, authorize the City Manager to negotiate a contract for auditing services with the selected firm, in accordance with Section 218.39, Florida Statutes (2020), and

WHEREAS, the Auditor Selection Committee will be dissolved after the City Commission approves a contract with the selected certified public accounting firm;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. That the Auditor Selection Committee is established pursuant to Section 218.391, Florida Statutes (2020).

SECTION 2. That the Auditor Selection Committee will consist of five (5) members:

a) The Chair will be a member of the City Commission who will be appointed by a majority of the City Commission.

b) One member shall be appointed by each member of the City Commission not serving on the committee. Committee members shall possess a general understanding of governmental financial reporting and auditing, as defined in Section 218.391, Florida Statutes (2020).

SECTION 3. That the Auditor Selection Committee will have the primary purpose of assisting the City Commission in the selection of a certified public accounting firm to conduct the City's required annual audit, in accordance with the duties specified in Section 218.39, Florida Statutes (2020).

SECTION 4. That the City's Finance Director wilt serve as advisor to the Auditor Selection Committee.

SECTION 5. That the City Manager, in accordance with Section 218.391(4)(d), Florida Statutes (2020), is authorized to complete contract negotiations with the certified public accounting firm selected by City Commission on behalf of the City Commission.

SECTION 6. That the Auditor Selection Committee will be dissolved after the City Commission approves a contract with the selected certified public accounting firm.

SECTION 7. This resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 17th day of May, 2021.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

Approved as to Form
And Correctness:

_____
Peter Sweeney, Esq.
City Attorney

City Commission Regular Meeting - 4:30 pm **13. e.**

Meeting Date: 05/17/2021

Re:

SUBJECT:

ADD ON ITEM: Memo to Fort Pierce Utilities Authority Board transmitting the Aqualia unsolicited proposal and requesting a joint meeting to discuss the proposal.

Attachments

Memo

Form Review

Form Started By: Linda Cox Started On: 05/18/2021 10:29 AM

Final Approval Date: 05/18/2021

THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION
Florida

TO : Fort Pierce Utilities Board

FROM : Mayor and City Commission

RE : Unsolicited Proposal for Advance Water Reclamation Facility Relocation

DATE : May 17, 2021

The City of Fort Pierce is in receipt of a revised unsolicited proposal from Aqualia for the relocation of the water reclamation facility on South Hutchinson Island, copy attached. City staff will be reviewing the documentation for compliance with Florida Statutes §255.065, and the proposal has been shared with John Tompeck, Director of Utilities.

In the near future, a joint meeting between the City Commission and FPUA Board to more fully discuss the proposal may be beneficial to our respective boards as we continue to explore the proposal. If the FPUA Board is agreeable to such a joint meeting, please work with the City Clerk to schedule the meeting at a mutually agreeable time.

cc: Linda W. Cox, City Clerk
Nicholas Mimms, City Manager
John Tompeck, Director of Utilities
Peter Sweeney, City Attorney
R.N. Koblegard, III, FPUA Attorney