

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Tuesday, July 6, 2021 - 6:00 p.m.

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

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Father Yves Geffrard, Notre Dame Catholic Mission
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of the minutes from the June 21, 2021 regular meeting.
6. **PROCLAMATIONS**
 - a. Presentation of Certificate of Completion of the Florida League of Cities Leadership Academy 1 to Commissioner Curtis Johnson, Jr.
7. **LETTERS TO COMMISSION**
 - a. Letter from Clara Beckley thanking Fort Pierce Police Officers Troy Carter, Shayne Stokes, Cory Bernardini and Angelo Tsaousis for their benevolence while providing her with assistance.
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**

11. **CONSENT AGENDA**

- a. Approval of travel for Commissioner Curtis Johnson, Jr. to attend the Florida League of Cities conference in Orlando, Florida in the total amount of \$1,303.76.
- b. Approval of travel for Mayor Hudson to attend the Florida League of Cities Conference in Orlando, Florida in the total amount of \$1,337.78.
- c. Approval of travel for Commissioner Curtis Johnson, Jr. to attend the National Conference on Preventing Crime being held in Orlando, Florida on August 25-27, 2021 in the total amount of \$896.50.
- d. Approve Amendment Employment Contract and position description with Linda Cox, City Clerk effective July 6, 2021.
- e. Approval of Employment Agreement with Nicholas Mimms, City Manager effective July 6, 2021
- f. Approval of a twelve (12) month Lease Agreement between the City of Fort Pierce and the Woods Family Limited Partnership II, for 7 parcels along Seaway Drive to provide additional parking for the public.
- g. Approve request to enter into a Lighting, Maintenance, and Compensation Agreement with FDOT for a term of 7-years.
- h. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of \$328.01 against 712 N 22nd Street, Fort Pierce, FL, Parcel ID# 2404-709-0050-000/7 owned by Eleanor Virgile, by waiving the interest and penalties in the amount of \$159.58, leaving a **balance due of \$168.00 payable in 60 days.**

- i. Approve staff recommendation in response to request to reduce demolition fees in the amount of \$9,444.88 against 712 N 22nd Street, Fort Pierce, FL, Parcel ID# 2404-709-0050-000/7 owned by Eleanor Virgile, by waiving the interest, penalties and a portion of the administrative costs in the amount of \$5,323.68, leaving a **balance due of \$4,121.20 payable in 120 days**. (The applicant is asking to waive interest, penalties, administration fees and a portion of the hard costs in the amount of \$6,444.88 leaving a balance due of \$3,000.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.)
- j. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of \$1,368.40 against 712 N 22nd Street, Fort Pierce, FL, Parcel ID# 2404-709-0050-000/7 owned by Eleanor Virgile, by waiving the interest, penalties and a portion of the administrative costs in the amount of \$936.54, leaving a **balance due of \$431.86 payable in 60 days**. (The applicant is asking to waive the interest, penalties and almost all the administration fees in the amount of \$1,030.40 leaving a balance due of \$338.00 payable in 60 days, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.)
- k. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of \$11,518.51 against TBD Avenue G, Fort Pierce, FL, Parcel ID# 2404-814-0019-000/1 owned by Victoria E Young, by waiving the interest, penalties and a portion of the administrative costs in the amount of 5,943.55, leaving a **balance due of \$5,574.96 payable in 60 days**. (The applicant/proposed buyer Kaleel Coker, is asking to waive interest, penalties, administrative fees and portion of the hard costs in the amount of \$9,018.51 leaving a balance due of \$2,500.00 payable in 60 days, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.)
- l. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of \$3888.98 against 1130 Avenue F, Fort Pierce, FL, Parcel ID# 2404-443-0033-000/7 owned by BCAG LLC, by waiving the interest, penalties and a portion of the administrative costs in the amount of \$2,364.59, leaving a **balance due of \$1,524.39 payable in 30 days**.
- m. Approve opioid litigation, Purdue Pharma Bankruptcy Settlement Plan.

12. PUBLIC HEARINGS

- a. Legislative Hearing - Ordinance 21-017 - extending the territorial limits of the City of Fort Pierce, to include six (6) properties at or near 2261 Peters Road in Fort Pierce, Florida. SECOND READING
- b. Legislative Hearing - Ordinance 21-019 establishing a registration program for vacation rentals, including standards, rules and enforcement. FIRST READING

- c. Legislative Hearing - Ordinance 21-020 - Text Amendment to Section 125-187: "Use Table" in order to allow for Dwelling Rentals to be permitted by right in every zoning district. FIRST READING
- d. Legislative Hearing - Ordinance 21-021 modifying the existing vendor code to eliminate the requirement for a Vendor Permit, Application and the payment of the fee as a result of the preemption by Florida Statute 509.102. FIRST READING

13. **CITY COMMISSION**

- a. Resolution 21-R34 appointing Caleta Scott to the Fort Pierce Housing Authority Board.
- b. Resolution 21-R35 appointing Megan Dirs-DuBois to the Arts and Culture Committee as Commissioner Perona's appointee.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

- a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

City Commission Regular Meeting - 6:00 pm

5. a.

Meeting Date: 07/06/2021

Re:

SUBJECT:

Approval of the minutes from the June 21, 2021 regular meeting.

Attachments

minutes

Form Review

Form Started By: Linda Cox

Started On: 06/30/2021 02:01 PM

Final Approval Date: 06/30/2021

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 4:30 P.M. ON MONDAY, **June 21, 2021.**

1. CALL TO ORDER

Mayor Hudson call the June 21, 2021 Regular Meeting of the City Commission to order at 4:30pm

2. OPENING PRAYER - Pastor Eldrew Baldwin Jr, First Bethel Missionary Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Absent: Commissioner Rufus Alexander

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

5. APPROVAL OF MINUTES

- a. Approval of minutes from the June 7, 2021 regular meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the June 7, 2021 Regular Meeting.

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

Passed

6. PROCLAMATIONS

- a. Juneteenth Independence Day Proclamation

7. LETTERS TO COMMISSION

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

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There were no public comments

9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Attorney Pete Sweeney requested that item 12c be continued to August 2 due to imminent legislation scheduled before the Commission which may alter the Conditional Use process.

City Manager Nick Mimms requested that item 10c proceed 10b.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve Agenda as amended.

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

Passed

10. MISCELLANEOUS REPORTS

- a. Presentation of New Horizons of the Treasure Coast and Okeechobee by William Wims, President/CEO

Mr. William Wims, President and CEO of New Horizons of the Treasure Coast and Okeechobee expressed his desire to reestablish the partnership with the City of Fort Pierce to offer mental health services including medication to those with need. The mobile response team can be reached at 772-468-3909, 772-672-8470 or 211. The office has multiple locations including a satellite office at 709 S 5th street.

- b. Presentation and Approval to proceed to partner with Tyler Technologies for a cloud-based software as a subscription Munis ERP solution as a five-year partnership in an amount not to exceed \$2,031,903.00, with a first year fee of \$1,147,103.00 and a recurring annual fee of \$221,200.00 for years two through five as a piggyback off the cooperative contract with Sourcewell.

DeVoshay Johnson, IT manager, presented Tyler Technologies (ERP) Enterprise Resource Planning process as a replacement for the current infrastructure.

Mr. Johnson shared that the program is cloud based, no hardware is required, and there is capability for barcode and QR code for asset tracking which does require additional equipment. He also confirmed that the program will improve efficiency and transparency while offering employee mobility since it is cloud based.

Tim Vickers, Senior Account Executive, Tyler Technologies explained the program ties to purchasing for seamless integration and also offers geo-fencing for location information. He detailed the timeframe and staff required for program implementation and explained community boards are also available to pose questions searchable by keywords and products.

Mr. Johnson acknowledged that the program has the capability for community engagement, the dashboard is customizable, and training will be ongoing as it is implemented. He indicated that integration is possible because the programs leverage the same technology with technical support and help options within programming. Additionally, during the transition Central Square would be retained and service would continue with no termination penalty.

Mr. Vickers explained that after five years the term would renew with an increase of between three and five percent then locked at agreed upon term; everything currently utilized is offered by Tyler Technologies. He went on to explain that the company has two data centers, Maine, and Texas where information is backed up nightly, compliant, and regularly audited.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve item 10b.

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

Passed

- c. Request and discussion by Former State Representative Larry Lee, Jr. regarding an African American Cultural and Historical Grant to be used for the future Highwaymen Museum.

Former State Representative Larry Lee, Jr. provided an update on the Highwaymen Museum and shared new legislation provided grant opportunities. Mr. Lee explained that the grants can be direct allocations or matching grants. The Highwaymen board would like to raise 1 million dollars for a possible match totaling 2 million. They are currently looking into a property. The plan timeframe is based on the application which may be expedited. Delores Hogan-Johnson explained the expedited application process and the guidelines for eligibility. Doretha Hair Truesdell provided the names of the Highwaymen Board members.

Consensus was that the City would move forward to apply for the grant.

11. CONSENT AGENDA

- a. Approval of a utility easement for the use and benefit of Fort Pierce Utilities Authority following the abandonment of a portion of Avenue B.
- b. Approval of travel for Commissioner Tom Perona to attend the FMEA Annual Conference in Naples, FL from July 20 through July 23, 2021 in the total amount of \$1,388.44.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve items 11a and 11b.

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

Passed

12. PUBLIC HEARINGS

- a. Legislative Hearing - Ordinance 21-014 abandoning a portion of the Avenue B right-of-way, bound by A.E. Backus Avenue to the north, North 2nd Street to the east, Avenue A to the south, and the FEC Railroad to the west. SECOND READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.
Ordinance 21-014

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ABANDONING A PORTION OF THE AVENUE B RIGHT-OF-WAY, BOUND BY A.E. BACKUS AVENUE TO THE NORTH; NORTH 2ND STREET TO THE EAST, AVENUE A TO THE SOUTH, AND THE FEC RAILROAD TO THE WEST; BEING APPROXIMATELY 65.00 FEET WIDE;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No 21-014.

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

Passed

- b. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with New Construction submitted by Property Owner, , and Representative , to operate a 5,898 sq. ft. Amusement Arcade Center with 50 arcade machines at 1702 Delaware Avenue in Fort Pierce, FL. The property is zoned General Commercial Zone (C-3). Parcel ID(s): 2409-314-0027-000-0, 2409-314-0024-000-9.

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 of the City Commission on the Dioceses, City Clerk, or City Attorney 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.

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

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

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.

Staff Presentation:

Vennis Gilmore , Planner, sworn, provided an overview of the request and the staff recommendation for approval of the Conditional Use Application with four conditions.

1. Per City Code 125-325. – Amusement Arcades and Arcade Amusement Centers.(2)(f): **Amusement arcades or arcade amusement centers shall provide bicycle racks within enough stalls to accommodate one bicycle for each five game machines located within the premises.** Bicycle racks shall be located as close as practical to the entrance of the facility and shall not be located in a manner that obstructs any entrances, exits, sidewalks, driveways, or parking areas. **Install a bicycle rack with a minimum of 10 bicycle spaces.**
2. Adhere to City Code Section 125 . 325. – Amusement Arcades and Arcade Amusement.

3. No Parking shall be permitted within the 8,361 square foot grass area to the west.
4. A Lot Combination and Unity of Title of Parcel ID: 2409-314-0027-000-0 and Parcel ID: 2409-314-0024-000-9, to provide continual access for a sustainable commercial site must be completed.

Commissioner Jeremiah Johnson inquired if parcel number one is a grass area and does it front 18th Street.

Mr. Gilmore explained that part of the parcel effects the driveway limiting access if sold in the future, and that it does front 18th street.

Mayor Hudson inquired if future use is a restaurant would be prohibited from selling alcohol, to which Jennifer Hofmeister, Planning Director, sworn clarified that alcohol sales are prohibited due to proximity and future sales would require a Waiver of Distance.

Mrs. Hofmeister explained that fencing could be provided if the applicant decided to join the parcels. Currently, code does not allow for vacant land to be fenced.

Mayor Hudson opened the public hearing.

Applicant Presentation:

Maria Alvarez, manager, sworn, had no question for staff or comments.

Commission Questions for Applicant:

Applicant stated that a chain will be installed around grassed area, and signage present to prevent illegal parking.

Applicant stated that the vacant lot is fenced, and the south side is residential.

Commissioner Curtis Johnson Jr. inquired if security will be provided.

Applicant confirmed that security would be provided.

Mayor Hudson opened the public hearing.

Daniel Rodriguez, Director of Business Operations, sworn, added that full time security will also address any parking issues.

Mayor Hudson closed the public hearing.

Comments by the City Commission:

Commissioner Jeremiah Johnson expressed concern with parcel number two as it is fenced and adjacent to residential.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 12 b with the four (4) staff conditions.

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

Passed

- c. POSTPONED TO AUG. 2 AT THE REQUEST OF STAFF. Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owners, Christy & Timothy Estes, to operate a Vacation Rental with a rental period of 30 days or less located at 1578 Thumb Point Drive. The property is zoned Single-family Low Density Residential Zone (R-1).
- d. Legislative Hearing - Ordinance 21-015 seeking a Future Land Use Map Amendment for two (2) properties generally located at or near 2398 Peters Road from Mixed Use (MXD) to General Commercial (GC). FIRST READING (Transmittal Hearing)

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

ORDINANCE NO. 21-015 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 2398 PETERS ROAD FROM CITY OF FORT PIERCE MIXED USE (MXD) TO CITY OF FORT PIERCE GENERAL COMMERCIAL (GC); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Staff Presentation:

Brandon Creagan, Planner, sworn, provided an overview of the request and the staff recommendation for approval of the Future Land Use Application.

It is consistent with surrounding Future Land Uses and Zoning.

Consistent with Section 125-136 of City Code & the Comprehensive Plan
Does not adversely affect the public health, safety, convenience and general welfare.

The Planning Board/Local Planning Agency voted 5-0 to recommend approval of both requests.

Mayor Hudson opened the public hearing.

Applicant:

Brad Currie with the EDC. No questions or comments.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve item 12d.

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

Passed

- e. Quasi-Judicial Hearing - Ordinance 21-016 rezoning two (2) properties generally located at or near 2398 Peters Road from Residential Single Family 2 Units Per Acre (E-2) to General Commercial (C-3). FIRST READING

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

ORDINANCE NO. 21-016

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 2398 PETERS ROAD FROM CITY OF FORT PIERCE RESIDENTIAL SINGLE FAMILY 2 UNITS PER ACRE, E-2 TO CITY OF FORT PIERCE GENERAL COMMERCIAL, C-3; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

Mayor Linda Hudson called the proceeding to order.

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

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

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.

Staff Presentation:

Brandon Creagan, Planner, sworn, provided an overview of the request and the staff recommendation for approval of the Future Land Use Application.

Consistent with surrounding Future Land Uses and Zoning.

Consistent with Section 125-136 of City Code & the Comprehensive Plan

Does not adversely affect the public health, safety, convenience and general welfare.

The Planning Board/Local Planning Agency voted 5-0 to recommend approval of both requests.

Mayor Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve item 12e.

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

Passed

- f. Legislative Hearing - Ordinance 21-017 - extending the territorial limits of the City of Fort Pierce, to include six (6) properties at or near 2261 Peters Road in Fort Pierce, Florida. FIRST READING

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

ORDINANCE NO. 21-017

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE SIX (6) PARCELS AT OR NEAR **2261 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.

Staff Presentation:

Brandon Creagan, Planner, sworn, provided an overview of the request and the staff recommendation for approval of the application for Future Land Use.

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed annexation. The Planning Board at their meeting on June 10, 2021, voted 5-0 to recommend approval of the request as presented.

Mayor Hudson opened the public hearing.

Applicant:

Jeff H. Irvani with JHI Consultants. No questions or comments.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item 12f.

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

Passed

13. CITY COMMISSION

- a. Resolution 21-R30 restructuring the Keep Fort Pierce Beautiful Advisory Board.

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

RESOLUTION NO. 21-R30

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING MEMBERSHIP REQUIREMENTS OF THE CITY OF FORT PIERCE KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD;** RESPONSIBILITIES OF THE BOARD, ELECTION OF PRESIDING OFFICER, MEETINGS, AND QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Presentation:

Director of Public Works, Mike Reals gave a brief presentation on the revision of the Keep Fort Pierce Beautiful Advisory Board.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve item 13 a.

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

Passed

- b. Resolution 21-R31 reappointing Claudette Pelletier, Esq. as a Special Magistrate.

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

RESOLUTION NO. 21-R31

A RESOLUTION REAPPOINTING **CLAUDETTE PELLETIER, ESQ. AS SPECIAL MAGISTRATE** TO PRESIDE OVER CERTAIN CODE ENFORCEMENT PROCEEDINGS; MAKING SUCH APPOINTMENT SUBJECT TO APPLICABLE ORDINANCES AND STATUTES; AND PROVIDING FOR EFFECTIVE DATES.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve item 13b.

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

Passed

- c. Resolution 21-R32 appointing members to the Auditor Selection Committee.

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

RESOLUTION NO. 21-R32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE AUDITOR SELECTION COMMITTEE**; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve item 13c.

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

Passed

- d. Resolution 21-R33 Approving Lease of Space in City Hall to Brian Mast United States Representative for a monthly rental payment of \$250.00.

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

RESOLUTION NO. 21-R33

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE **LEASE OF SPACE IN CITY HALL TO BRIAN MAST**, UNITED STATES REPRESENTATIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item 13d.

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

Passed

- e. Selection of City of Fort Pierce Voting Delegate at the 95th Annual Florida League of Cities Annual Conference on August 12-14, 2021.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to designate Mayor Linda Hudson as voting delegate.

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

Passed

14. COMMENTS FROM THE PUBLIC

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

Krissy Estes
Jeanne Arias
Larry Winter
Susan Baker
Mike Nole

15. COMMENTS FROM THE CITY MANAGER

City Manager had no comments

16. COMMENTS FROM THE COMMISSION

Commissioner Jeremiah Johnson expressed that the Ordinance for Vacation Rentals is still being molded, and that he is available to hear the comments of the City residents. Commissioner Curtis Johnson, Jr. reiterated the comments made by Commissioner Jeremiah Johnson and encouraged the residents to voice their concerns by attending his office hours and community engagement events. The next engagement event will be held June 24th at the Blackburn Center, 6:30 pm with guest speaker City Manager Nick Mimms. Commissioner Thomas Perona expressed his understanding of the sensitivity with short term/vacation rentals and is supportive of the Community and the task force process. He thanked the Commission for sending him to the FMEA Conference and plans to bring updates to the City. Mayor Linda Hudson announced the Sunrise Humane Society's open house June 24th and addressed the current social distancing of 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.

Mayor Linda Hudson adjourned the meeting at 6:58 pm.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting - 6:00 pm

6. a.

Meeting Date: 07/06/2021

Re:

SUBJECT:

Presentation of Certificate of Completion of the Florida League of Cities Leadership Academy 1 to Commissioner Curtis Johnson, Jr.

Attachments

Certificate

Form Review

Form Started By: Linda Cox
Final Approval Date: 06/17/2021

Started On: 06/17/2021 02:39 PM



May 28, 2021

Clerk, City of Fort Pierce
100 N US Highway 1
City of Fort Pierce FL, 34950-4205

Greetings from Florida League of Cities University:

Enclosed is one or more Certificate(s) of Completion to be awarded to the elected official(s) of City of Fort Pierce for completion of the Leadership Academy I, held virtually on May 14-15, 2021.

We ask that the certificate(s) be presented as an agenda item for your next meeting and be formally recorded in the minutes. We believe the importance of completing the Leadership Academy I training should be known to key officials and your community. We also invite them to register for the next offering of Leadership Academy II, when registration opens in the fall.

Thank you so much for your cooperation with this. If you have any questions, please don't hesitate to call me at (407) 367-3443.

Sincerely,

A handwritten signature in black ink that reads 'Christen Barton'.

Christen Barton
FLC University
Florida League of Cities





June 1, 2021

Commissioner Curtis Johnson, Jr.
City of Fort Pierce
100 N US Highway 1
City of Fort Pierce FL 34950-4205

Commissioner Curtis Johnson, Jr.,

On behalf of the Florida League of Cities, I am pleased to award this certificate to you for the completion of the Institute for Elected Municipal Officials in Tampa on May 7-9, 2021.

It is our sincere hope that you found the program challenging and worthwhile. We encourage you take advantage of other training opportunities through FLC University. We also invite you to register for the next offering of IEMO II, when registration opens. You can find dates and locations for other trainings on our event calendar.

We strongly believe that your attendance at the Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

Sincerely,

A handwritten signature in black ink that reads 'Lynn S. Tipton'.

Lynn S. Tipton
Director, FLC University
Florida League of Cities



IEMO

 **FLC UNIVERSITY**

Certificate of Completion

May 7-9th, 2021 • Tampa, FL

Presented to

Curtis Johnson, Jr.

Commissioner

City of Fort Pierce

City Commission Regular Meeting - 6:00 pm

7. a.

Meeting Date: 07/06/2021

Re: Letter from Clara Beckley

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Clara Beckley thanking Fort Pierce Police Officers Troy Carter, Shayne Stokes, Cory Bernardini and Angelo Tsaousis for their benevolence while providing her with assistance.

Attachments

Letter from Clara Beckley

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/24/2021 02:41 PM
City Manager	Nick Mimms	06/24/2021 02:41 PM
Form Started By: Jennifer Robinson		Started On: 06/23/2021 04:50 PM
Final Approval Date: 06/24/2021		

JUNE 18, 2021

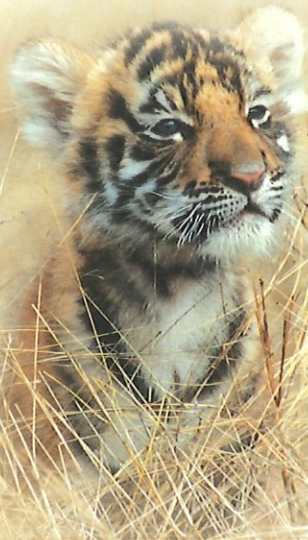
ON JUNE 16, I ORDERED FOOD FROM AN EATERY IN FORTPIERCE, FLA. I DROVE IN PARK THE CAR IN A DIFFERENT PLACE THAT I USUALLY PARK. WHEN I GOT THERE, I ORDERED THE FOOD, PAY FOR IT, BUT THE FOOD WAS IN A LARGE BOX, SO THEY TOLD ME TO GO AND GET THE CAR, AS IT WAS OK TO PARK ALMOST NEXT TO THE RESTAURANT. WELL I WENT TO LOOK FOR THE CAR WHERE I HAD PREVIOUSLY PARKED AND THE CAR WAS'NT THERE. I CALL THE POLICE, THEY CAME TO HELP TO LOOK FOR THE CAR, I THOUGHT SOMEONE HAD STOLEN IT. THE OFFICERS CAME, THEY LOOK HIGH/LOW THEY COULDN'T FIND THEY WERE LOOKING FOR IT WHERE I TOLD THEM I HAD PARKED IT. I WAS SO POSSITIVE THAT I HAD PARKED IT, I FORGOT WHERE I HAD ACTULLY PARKED THE CAR THAT DAY. THE OFFICERS TREATED WITH EMPHATY, COMPASSION/RESPECT, I'M VERY THANKFULL FOR THE CARE THE OFFICERS OF THE POLICE DEP. OF FORT PIERCE TREATED ME.

CLARA BECKLEY
365 HOGAN STREET
PORT SAINT LUCIE, 34983
305-783-0397

RECEIVED

JUN 22 2021

CHIEFS OFFICE/FPPD



City Commission Regular Meeting - 6:00 pm

11. a.

Meeting Date: 07/06/2021

Re: FLC Conference

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Curtis Johnson, Jr. to attend the Florida League of Cities conference in Orlando, Florida in the total amount of \$1,303.76.

SUMMARY:

Commissioner Johnson has requested attendance.

RECOMMENDATION:

Approve travel.

ALTERNATIVES:

Do not approve the request.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Finance Department

Fiscal Impact

OTHER INFORMATION:

Amount is budgeted.

Attachments

Travel Statement

Conference Announcement

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 06/24/2021

Reviewed By

Nick Mimms

Date

06/24/2021 02:40 PM

Started On: 06/22/2021 12:47 PM

DATE:

1. TRAVELER'S NAME: Curtis Johnson, Jr.
 2. DEPARTURE DATE: 8/12/2021
 3. RETURN DATE: 8/15/2021
 4. DESTINATION: Orlando, FL
 5. CODE CHARGE: _____
 6. AMT BUDGETED: _____

DEPARTMENT: City Commission
 DEPARTURE TIME: 11:00 a.m.
 RETURN TIME: 11:00 a.m.
 PURPOSE: FLC Annual Conference

7. BALANCE AVAILABLE:

Expenses must comply with City Code of Ord 1-158.
 Per Diem Allowance \$50.00 or \$12.50 per quarter day.
 Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:	550.00			
* HOTEL BILL: Confirmation #		537.00		
BAGGAGE ALLOWANCE (\$5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.56 224			125.44	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			28.00	
* MISC. EXPENSES				
MEALS				
0 BREAKFAST @ \$8.00			0.00	
1 LUNCH @ \$8.00			8.00	
2 DINNER @ \$20.00			40.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			3.12	
15% GRATUITIES			7.20	
TOTALS	550.00	537.00	216.76	\$1,303.76

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
 LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
 DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
 REFUND DUE CITY: _____
 REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: _____
 DEPARTMENT SUPERVISOR

 CITY MANAGER
 (220 WITH CITY MANAGER
 SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
 FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
 REV 1/21 DLN



2021 FLC ANNUAL CONFERENCE

REGISTRATION INFORMATION

August 12-14, 2021 • Orlando World Center Marriott

Hotel Registration
Deadline: July 22, 2021

Conference Registration
Deadline: July 30, 2021

Paid registration
is required to receive
housing information,
so sign up early!

See page 6
for details.

GENERAL INFORMATION



The Florida League of Cities 2021 Annual Conference will be held **in person** August 12-14, 2021, at the Orlando World Center Marriott.

The conference is an opportunity for municipal officials and senior staff to enhance leadership skills, learn from municipal experts, share ideas with peers, discuss strategies for Florida's future and hear about the latest in products and services for municipal governments.

This year's conference will include breakout sessions, committee meetings, keynote presentations, awards and more. Plus, we will discuss and adopt the FLC 2022 Legislative Action Agenda to guide advocacy efforts at the state Capitol. Don't miss this opportunity to learn, network and share.

LOCATION/DATES

Orlando World Center Marriott
Thursday, August 12 - Saturday, August 14, 2021

REGISTRATION HOURS

Thursday, August 12: 7:00 a.m. - 7:00 p.m.
Friday, August 13: 7:00 a.m. - 5:00 p.m.
Saturday, August 14: 7:30 a.m. - 4:00 p.m.

REGISTRATION FEES

City/County/Government (\$550), **Corporate** (\$650) and **Guest** (\$150): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's Home Rule Heroes Reception, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners

or other nonprofessional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's Home Rule Heroes Reception and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$50): This pass allows family members and guests who are not registered for the conference to access all events in the exhibit hall, as well as Friday's Home Rule Heroes Reception. **The pass is not good for any other conference events and is not equivalent to a registration.**

REGISTRATION PROCEDURES

Online Registration – Credit Cards Only

Visit flcities.com/annualconference to access online registration and pay with your Visa, Mastercard or American Express. You will receive your conference confirmation immediately via email. Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct and inform the League immediately of any errors.

Mail Registration – Checks Only

To pay via check, fill out the registration form on page 7, attach your check for the appropriate fee and mail it to the League office by **Friday, July 30, 2021**. Name badges and other information can be picked up at the conference registration desk.

GENERAL INFORMATION



DEADLINES

Registration – Conference registrations must be received no later than **Friday, July 30, 2021**. If you are unable to meet this deadline, please register on-site. **NOTE: Registration fees will increase to \$580 for government and \$680 for corporate registrants for all registrations done on-site**, so we encourage you to register in advance.

Hotel Reservations – The cutoff date for reservations at the Marriott is **July 22, 2021**. Reservations must be made via an FLC-provided security code only; no one will receive housing information until **after** their **paid** registration is received. Please see page 6 for more details.

CANCELLATION POLICY

Conference registration cancellation requests must be sent in writing via email to mhowe@flcities.com. All cancellations received in the FLC office by 5:00 p.m., **Friday, July 30, 2021**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after July 30 or for early departure from the conference.**

Hotel deposits will be refunded only if the hotel receives notification no later than **72 hours** before the scheduled arrival date.

SPECIAL NEEDS

If you are physically challenged and require special services, or if you have special dietary needs (i.e., allergies or Kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

CONTINUING EDUCATION CREDIT

Some of the conference's educational sessions may be eligible for continuing education credit through the Florida Bar and/or the Florida Board of Accountancy. It is the attendee's responsibility to submit these hours for approval. FLC will provide sign-in sheets at each session and send certificates of attendance to all delegates who complete the sign-in sheets.

LIVE FEEDS VIA SOCIAL MEDIA

The League will be posting real-time updates and photos via Twitter, Facebook, Instagram and YouTube during the conference. Follow @FLCities on all major platforms. Connect with the conversation or pose questions by using the hashtag **#FLCities2021** in all your conference-related posts.



THURSDAY IS CITY SHIRT DAY!

We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 12**.

CONTACT INFORMATION

For additional information, please contact Melanie Howe at mhowe@flcities.com or **850.222.9684**.

TENTATIVE PROGRAM



Following is a tentative schedule of conference events. Be sure to check our website for updates!

WEDNESDAY, AUGUST 11, 2021

8:30 a.m. - 1:00 p.m.

Research Symposium

Additional registration required through the League's Center for Municipal Research; contact Wade Burkley at wburkley@flcities.com.

2:00 p.m. - 5:00 p.m.

Candid Conversation with Mayors

Additional registration required through the Florida League of Mayors; contact Rachel Embleton at rembleton@flcities.com.

THURSDAY, AUGUST 12, 2021

7:00 a.m. - 7:00 p.m.

Registration Desk Open

8:00 a.m. - 12:00 p.m.

Continuing Education in Ethics: Have You Completed Your Hours?

Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes) and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this class is a good refresher.

NOTE: You must be registered for the full conference to attend this session, and pre-registration is required. Registration is limited to the first 150 people. See the registration form for details.

9:00 a.m. - 10:00 a.m.

Florida League of Mayors Nominating Committee Meeting

10:00 a.m. - 11:00 a.m.

Florida League of Mayors Business Meeting

For more information, contact Rachel Embleton at rembleton@flcities.com.

11:00 a.m. - 12:00 p.m.

Florida League of Mayors Board of Directors Meeting

12:30 p.m. - 7:30 p.m.

Municipal Marketplace Open

1:00 p.m. - 3:00 p.m.

"Cities 101" Workshop

If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, the services they provide and governing challenges will be discussed. This course is a prequel to the popular Institute for Elected Municipal Officials (IEMO) but is not a substitute for the three-day IEMO class.

1:00 p.m. - 3:00 p.m.

Legislative Policy Committee Meetings

Finance, Taxation and Personnel

Land Use and Economic Development

Municipal Administration

Transportation and Intergovernmental
Relations

Utilities, Natural Resources and Public Works

3:15 p.m. - 5:00 p.m.

Workshops

5:00 p.m. - 6:00 p.m.

Federal Action Strike Team Meeting

5:15 p.m. - 6:00 p.m.

First-Time Attendees' Orientation

If this is your first FLC Conference, welcome! This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional League, FLC legislative policy committees and other municipal services.

6:00 p.m. - 7:30 p.m.

President's Welcome Reception in Municipal Marketplace

TENTATIVE PROGRAM



FRIDAY, AUGUST 13, 2021

6:15 a.m. - 8:00 a.m.

5K Fun Run

Join us for our fifth biennial **Florida League of Cities 5K Fun Run/Walk**. The run will take place on the grounds of the Marriott's golf course and is open to everyone participating in the conference. This event will be a "fun run" and not a timed event. There is no charge for the event, **but pre-registration is required**. (See main registration form.) All participants will receive a T-shirt and gym towel. Light refreshments will be provided after the race. So come on out and start your morning off right with a **fun run** and great company!

7:00 a.m. - 8:00 a.m.

Florida Black Caucus of Local Elected Officials Breakfast

Additional registration required through the Florida Black Caucus of Local Elected Officials; contact Nykierama Cooper at ncooper@flcities.com.

7:00 a.m. - 9:00 a.m.

Continental Breakfast in Municipal Marketplace

7:00 a.m. - 1:15 p.m.

Municipal Marketplace Open

7:00 a.m. - 5:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

Workshops

9:15 a.m. - 10:30 a.m.

Resolutions and Legislative Committee Meetings

9:15 a.m. - 10:30 a.m.

Workshops

10:45 a.m. - 12:15 p.m.

Opening General Session

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by **Leland Melvin**.



**LELAND
MELVIN**

Leland Melvin is an engineer, educator, former NASA astronaut and NFL wide receiver. He served on board the space shuttle *Atlantis* as a mission specialist on mission STS-122 (2008) and STS-129 (2009), and helped to construct the International Space Station.

Upon hanging up his space boots, he led the NASA education program. He co-chaired the White House's Federal Coordination in STEM Education Task Force and developed the nation's five-year STEM education plan.

After 24 years with NASA as a researcher, astronaut and senior executive service leader, he now shares his life story as an athlete, astronaut, scientist, engineer, photographer and musician to help inspire the next generation of explorers to pursue STEM careers.

In May 2017, Leland released his memoir *Chasing Space: An Astronaut's Story of Grit, Grace, and Second Chances*. In the book, Leland shares his journey from the gridiron to the stars and examines the intersecting roles of community, perseverance and grace that align to create opportunities for success.

TENTATIVE PROGRAM



12:15 p.m. - 1:15 p.m.

**Sidewalk Café in Municipal Marketplace
(Cash Sales)**

1:30 p.m. - 2:30 p.m.

Workshops

2:45 p.m. - 4:00 p.m.

Workshops

4:15 p.m. - 5:30 p.m.

Workshops

6:00 p.m. - 7:00 p.m.

2021 Home Rule Heroes Reception
(All delegates welcome.)

Evening Open

SATURDAY, AUGUST 14, 2021

7:30 a.m. - 8:30 a.m.

**Various Local/Regional League Breakfast
Meetings**

Contact your local League for more information.

7:30 a.m. - 4:00 p.m.

Registration Desk Open

9:00 a.m. - 10:00 a.m.

Annual Business Meeting

10:15 a.m. - 12:15 p.m.

Second General Session

Featuring recognition of the Years of Service awards and a keynote address by **Kenneth W. Gronbach**.

12:30 p.m. - 2:15 p.m.

**Past Presidents' Luncheon and Installation
of New President**

2:30 p.m. - 5:00 p.m.

Workshops

6:30 p.m. - 9:30 p.m.

**Inaugural Celebration – Recover, Relax,
Rejoice**

Join your friends and colleagues as we celebrate being back together after a long year apart. Enjoy strolling entertainment, delicious food and drink and an opportunity to dance the night away.

Schedule and speakers subject to change.



**KENNETH W.
GRONBACH**

Come explore the common sense, easy-to-understand, counterintuitive and very fascinating realm of demography. **Kenneth W. Gronbach** is an internationally respected demographer who has forecast societal, commercial, economic, cultural and political phenomena with uncanny accuracy. Let him bring you into his world of counting people and accurately predicting future markets. What products or services will fly or die? What nations are demographically doomed? What countries and continents are demographically positioned to excel? How will workforces change, and where is my best source of talent? If you're writing a post-pandemic strategic plan, you need this information.

CONFERENCE HOUSING INFORMATION



The **Orlando World Center Marriott** will serve as the conference hotel. It is located at 8701 World Center Drive in Orlando. The resort phone is 407.239.4200. (**NOTE:** Reservations may be made via an FLC-provided security code only. Please **do not** call the resort to make reservations until you receive this code, which will be provided with your paid registration.) FLC has secured the reduced rate of \$7.00 per day for self-parking and \$15.00 per day for valet parking.

Visit the hotel's website at marriottworldcenter.com for details about the facility. Note that some services may be limited or not available as the hotel industry recovers from the economic impacts of COVID-19.

NOTE: The Marriott is a smoke-free property.

ROOM RESERVATIONS – IMPORTANT – PLEASE READ

To protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via email.

Please note that the reservation cutoff date at the Marriott is **July 22, 2021**, and the rate is **\$179/night**. It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone or the exact date on which the hotel block will sell out, so **please register early**.

2021 FLC Annual Conference Registration Form

August 12-14, 2021 | Orlando World Center Marriott

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | 850.222.9684 | Fax 850.222.3806 | mhowe@flcities.com

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, flcitiesconference.com, to access online registration. **NOTE: Credit card payments may only be made online.**

DELEGATE INFORMATION

Name: _____ | _____ | _____
First M.I. Last

First Name or Nickname: _____
As You Wish to Appear on Badge

Title: _____ Affiliation: _____
City, County, Government or Company

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address (for confirmations): _____
Please provide the address of the person who should receive the confirmation.

First-Time Attendee? Yes No Contact Person: _____

GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

REGISTRATION FEES

	NO.	FEE	TOTAL FEE
City/County/Government	____@	\$550.00*	\$ _____
Corporate	____@	\$650.00*	\$ _____
Guest	____@	\$150.00	\$ _____
Guest (13-18 years)	____@	\$20.00	\$ _____
Guest (3-12 years)	____@	\$15.00	\$ _____
Exhibit Hall Pass	____@	\$50.00	\$ _____

OPTIONAL ACTIVITIES

	NO.	FEE	TOTAL FEE
Thursday, August 12			
Ethics Session	____@	\$0.00	\$ _____
Friday, August 13			
5K Fun Run	____@	\$0.00	\$ _____
T-shirt size? _____			
Saturday, August 14			
Extra Luncheon Ticket	____@	\$50.00	\$ _____
Extra Inaugural Celebration Ticket	____@	\$60.00	\$ _____
Total		\$	\$ _____

*NOTE: Registration fees will increase to \$580 for government and \$680 for corporate for all registrations done onsite.

SPECIAL NEEDS

If you require special services or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

Registration forms must be postmarked by **July 30, 2021**.

Remember: You will not receive housing information until we have received your **PAID** registration.

CANCELLATION POLICY

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City Commission Regular Meeting - 6:00 pm

11. b.

Meeting Date: 07/06/2021

Re: FLC Conference Mayor

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Mayor Hudson to attend the Florida League of Cities Conference in Orlando, Florida in the total amount of \$1,337.78.

SUMMARY:

Mayor Hudson serves on a policy committee and has been named the voting delegate for the City of Fort Pierce.

RECOMMENDATION:

Approval travel.

ALTERNATIVES:

Do not approve.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Finance Department

Fiscal Impact

OTHER INFORMATION:

Funds are budgeted.

Attachments

Conference Announcement

Travel Statement

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 06/24/2021

Reviewed By

Nick Mimms

Date

06/24/2021 02:40 PM

Started On: 06/22/2021 12:51 PM



2021 FLC ANNUAL CONFERENCE

REGISTRATION INFORMATION

August 12-14, 2021 • Orlando World Center Marriott

Hotel Registration
Deadline: July 22, 2021

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Deadline: July 30, 2021

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NOTE: Registrants are defined as any elected government official or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners

or other nonprofessional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's Home Rule Heroes Reception and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$50): This pass allows family members and guests who are not registered for the conference to access all events in the exhibit hall, as well as Friday's Home Rule Heroes Reception. **The pass is not good for any other conference events and is not equivalent to a registration.**

REGISTRATION PROCEDURES

Online Registration – Credit Cards Only

Visit flcities.com/annualconference to access online registration and pay with your Visa, Mastercard or American Express. You will receive your conference confirmation immediately via email. Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct and inform the League immediately of any errors.

Mail Registration – Checks Only

To pay via check, fill out the registration form on page 7, attach your check for the appropriate fee and mail it to the League office by **Friday, July 30, 2021**. Name badges and other information can be picked up at the conference registration desk.

GENERAL INFORMATION



DEADLINES

Registration – Conference registrations must be received no later than **Friday, July 30, 2021**. If you are unable to meet this deadline, please register on-site. **NOTE: Registration fees will increase to \$580 for government and \$680 for corporate registrants for all registrations done on-site**, so we encourage you to register in advance.

Hotel Reservations – The cutoff date for reservations at the Marriott is **July 22, 2021**. Reservations must be made via an FLC-provided security code only; no one will receive housing information until **after** their **paid** registration is received. Please see page 6 for more details.

CANCELLATION POLICY

Conference registration cancellation requests must be sent in writing via email to mhowe@flcities.com. All cancellations received in the FLC office by 5:00 p.m., **Friday, July 30, 2021**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after July 30 or for early departure from the conference.**

Hotel deposits will be refunded only if the hotel receives notification no later than **72 hours** before the scheduled arrival date.

SPECIAL NEEDS

If you are physically challenged and require special services, or if you have special dietary needs (i.e., allergies or Kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

CONTINUING EDUCATION CREDIT

Some of the conference's educational sessions may be eligible for continuing education credit through the Florida Bar and/or the Florida Board of Accountancy. It is the attendee's responsibility to submit these hours for approval. FLC will provide sign-in sheets at each session and send certificates of attendance to all delegates who complete the sign-in sheets.

LIVE FEEDS VIA SOCIAL MEDIA

The League will be posting real-time updates and photos via Twitter, Facebook, Instagram and YouTube during the conference. Follow @FLCities on all major platforms. Connect with the conversation or pose questions by using the hashtag **#FLCities2021** in all your conference-related posts.



THURSDAY IS CITY SHIRT DAY!

We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 12**.

CONTACT INFORMATION

For additional information, please contact Melanie Howe at mhowe@flcities.com or **850.222.9684**.

TENTATIVE PROGRAM



Following is a tentative schedule of conference events. Be sure to check our website for updates!

WEDNESDAY, AUGUST 11, 2021

8:30 a.m. - 1:00 p.m.

Research Symposium

Additional registration required through the League's Center for Municipal Research; contact Wade Burkley at wburkley@flcities.com.

2:00 p.m. - 5:00 p.m.

Candid Conversation with Mayors

Additional registration required through the Florida League of Mayors; contact Rachel Embleton at rembleton@flcities.com.

THURSDAY, AUGUST 12, 2021

7:00 a.m. - 7:00 p.m.

Registration Desk Open

8:00 a.m. - 12:00 p.m.

Continuing Education in Ethics: Have You Completed Your Hours?

Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes) and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this class is a good refresher.

NOTE: You must be registered for the full conference to attend this session, and pre-registration is required. Registration is limited to the first 150 people. See the registration form for details.

9:00 a.m. - 10:00 a.m.

Florida League of Mayors Nominating Committee Meeting

10:00 a.m. - 11:00 a.m.

Florida League of Mayors Business Meeting

For more information, contact Rachel Embleton at rembleton@flcities.com.

11:00 a.m. - 12:00 p.m.

Florida League of Mayors Board of Directors Meeting

12:30 p.m. - 7:30 p.m.

Municipal Marketplace Open

1:00 p.m. - 3:00 p.m.

"Cities 101" Workshop

If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, the services they provide and governing challenges will be discussed. This course is a prequel to the popular Institute for Elected Municipal Officials (IEMO) but is not a substitute for the three-day IEMO class.

1:00 p.m. - 3:00 p.m.

Legislative Policy Committee Meetings

Finance, Taxation and Personnel

Land Use and Economic Development

Municipal Administration

Transportation and Intergovernmental
Relations

Utilities, Natural Resources and Public Works

3:15 p.m. - 5:00 p.m.

Workshops

5:00 p.m. - 6:00 p.m.

Federal Action Strike Team Meeting

5:15 p.m. - 6:00 p.m.

First-Time Attendees' Orientation

If this is your first FLC Conference, welcome! This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional League, FLC legislative policy committees and other municipal services.

6:00 p.m. - 7:30 p.m.

President's Welcome Reception in Municipal Marketplace

TENTATIVE PROGRAM



FRIDAY, AUGUST 13, 2021

6:15 a.m. - 8:00 a.m.

5K Fun Run

Join us for our fifth biennial **Florida League of Cities 5K Fun Run/Walk**. The run will take place on the grounds of the Marriott's golf course and is open to everyone participating in the conference. This event will be a "fun run" and not a timed event. There is no charge for the event, **but pre-registration is required**. (See main registration form.) All participants will receive a T-shirt and gym towel. Light refreshments will be provided after the race. So come on out and start your morning off right with a **fun run** and great company!

7:00 a.m. - 8:00 a.m.

Florida Black Caucus of Local Elected Officials Breakfast

Additional registration required through the Florida Black Caucus of Local Elected Officials; contact Nykierama Cooper at ncooper@flcities.com.

7:00 a.m. - 9:00 a.m.

Continental Breakfast in Municipal Marketplace

7:00 a.m. - 1:15 p.m.

Municipal Marketplace Open

7:00 a.m. - 5:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

Workshops

9:15 a.m. - 10:30 a.m.

Resolutions and Legislative Committee Meetings

9:15 a.m. - 10:30 a.m.

Workshops

10:45 a.m. - 12:15 p.m.

Opening General Session

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by **Leland Melvin**.



**LELAND
MELVIN**

Leland Melvin is an engineer, educator, former NASA astronaut and NFL wide receiver. He served on board the space shuttle *Atlantis* as a mission specialist on mission STS-122 (2008) and STS-129 (2009), and helped to construct the International Space Station.

Upon hanging up his space boots, he led the NASA education program. He co-chaired the White House's Federal Coordination in STEM Education Task Force and developed the nation's five-year STEM education plan.

After 24 years with NASA as a researcher, astronaut and senior executive service leader, he now shares his life story as an athlete, astronaut, scientist, engineer, photographer and musician to help inspire the next generation of explorers to pursue STEM careers.

In May 2017, Leland released his memoir *Chasing Space: An Astronaut's Story of Grit, Grace, and Second Chances*. In the book, Leland shares his journey from the gridiron to the stars and examines the intersecting roles of community, perseverance and grace that align to create opportunities for success.

TENTATIVE PROGRAM



12:15 p.m. - 1:15 p.m.

**Sidewalk Café in Municipal Marketplace
(Cash Sales)**

1:30 p.m. - 2:30 p.m.

Workshops

2:45 p.m. - 4:00 p.m.

Workshops

4:15 p.m. - 5:30 p.m.

Workshops

6:00 p.m. - 7:00 p.m.

2021 Home Rule Heroes Reception
(All delegates welcome.)

Evening Open

SATURDAY, AUGUST 14, 2021

7:30 a.m. - 8:30 a.m.

**Various Local/Regional League Breakfast
Meetings**

Contact your local League for more information.

7:30 a.m. - 4:00 p.m.

Registration Desk Open

9:00 a.m. - 10:00 a.m.

Annual Business Meeting

10:15 a.m. - 12:15 p.m.

Second General Session

Featuring recognition of the Years of Service awards and a keynote address by **Kenneth W. Gronbach**.

12:30 p.m. - 2:15 p.m.

**Past Presidents' Luncheon and Installation
of New President**

2:30 p.m. - 5:00 p.m.

Workshops

6:30 p.m. - 9:30 p.m.

**Inaugural Celebration – Recover, Relax,
Rejoice**

Join your friends and colleagues as we celebrate being back together after a long year apart. Enjoy strolling entertainment, delicious food and drink and an opportunity to dance the night away.

Schedule and speakers subject to change.



**KENNETH W.
GRONBACH**

Come explore the common sense, easy-to-understand, counterintuitive and very fascinating realm of demography. **Kenneth W. Gronbach** is an internationally respected demographer who has forecast societal, commercial, economic, cultural and political phenomena with uncanny accuracy. Let him bring you into his world of counting people and accurately predicting future markets. What products or services will fly or die? What nations are demographically doomed? What countries and continents are demographically positioned to excel? How will workforces change, and where is my best source of talent? If you're writing a post-pandemic strategic plan, you need this information.

CONFERENCE HOUSING INFORMATION



The **Orlando World Center Marriott** will serve as the conference hotel. It is located at 8701 World Center Drive in Orlando. The resort phone is 407.239.4200. (**NOTE:** Reservations may be made via an FLC-provided security code only. Please **do not** call the resort to make reservations until you receive this code, which will be provided with your paid registration.) FLC has secured the reduced rate of \$7.00 per day for self-parking and \$15.00 per day for valet parking.

Visit the hotel's website at marriottworldcenter.com for details about the facility. Note that some services may be limited or not available as the hotel industry recovers from the economic impacts of COVID-19.

NOTE: The Marriott is a smoke-free property.

ROOM RESERVATIONS – IMPORTANT – PLEASE READ

To protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via email.

Please note that the reservation cutoff date at the Marriott is **July 22, 2021**, and the rate is **\$179/night**. It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone or the exact date on which the hotel block will sell out, so **please register early**.

2021 FLC Annual Conference Registration Form

August 12-14, 2021 | Orlando World Center Marriott

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | 850.222.9684 | Fax 850.222.3806 | mhowe@flcities.com

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, flcitiesconference.com, to access online registration. **NOTE: Credit card payments may only be made online.**

DELEGATE INFORMATION

Name: _____ | _____ | _____
First M.I. Last

First Name or Nickname: _____
As You Wish to Appear on Badge

Title: _____ Affiliation: _____
City, County, Government or Company

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address (for confirmations): _____
Please provide the address of the person who should receive the confirmation.

First-Time Attendee? Yes No Contact Person: _____

GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

REGISTRATION FEES

	NO.	FEE	TOTAL FEE
City/County/Government	____@	\$550.00*	\$ _____
Corporate	____@	\$650.00*	\$ _____
Guest	____@	\$150.00	\$ _____
Guest (13-18 years)	____@	\$20.00	\$ _____
Guest (3-12 years)	____@	\$15.00	\$ _____
Exhibit Hall Pass	____@	\$50.00	\$ _____

OPTIONAL ACTIVITIES

	NO.	FEE	TOTAL FEE
Thursday, August 12			
Ethics Session	____@	\$0.00	\$ _____
Friday, August 13			
5K Fun Run	____@	\$0.00	\$ _____
T-shirt size? _____			
Saturday, August 14			
Extra Luncheon Ticket	____@	\$50.00	\$ _____
Extra Inaugural Celebration Ticket	____@	\$60.00	\$ _____
Total		\$	\$ _____

*NOTE: Registration fees will increase to \$580 for government and \$680 for corporate for all registrations done onsite.

SPECIAL NEEDS

If you require special services or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

Registration forms must be postmarked by **July 30, 2021**.

Remember: You will not receive housing information until we have received your **PAID** registration.

CANCELLATION POLICY

All cancellations received in writing via email to mhowe@flcities.com and received by 5:00 p.m. **July 30, 2021**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after July 30 or for early departure from the conference.**



DATE:

1. TRAVELER'S NAME: Linda Hudson
 2. DEPARTURE DATE: 8/11/2021
 3. RETURN DATE: 8/14/2021
 4. DESTINATION: Orlando, FL
 5. CODE CHARGE: _____
 6. AMT BUDGETED: _____

DEPARTMENT: City Commission
 DEPARTURE TIME: 11:00 a.m.
 RETURN TIME: 3:00 p.m.
 PURPOSE: FLC Annual Conference

7. BALANCE AVAILABLE:

Expenses must comply with City Code of Ord 1-158.
 Per Diem Allowance \$50.00 or \$12.50 per quarter day.
 Class A Travel 24-hour day.

* REGISTRATION FEE:
 * HOTEL BILL: Confirmation #
 BAGGAGE ALLOWANCE (\$5 PER PERSON)
 * COMMUNICATION:

 * FARES: AIR FARE
 * TAXI, BUS
 * CAR RENTAL
 * MILEAGE @ 0.56 224
 * GASOLINE EXPENSE
 * TOLL ROAD FEES OR PARKING FEES
 * MISC. EXPENSES

 MEALS
 0 BREAKFAST @ \$8.00
 2 LUNCH @ \$8.00
 3 DINNER @ \$20.00
 SPECIAL LUNCHEON/BANQUET
 7% STATE TAX
 15% GRATUITIES

PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
550.00			
	537.00		
		5.00	
		125.44	
		28.00	
		0.00	
		16.00	
		60.00	
		0.00	
		4.94	
		11.40	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
 LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
 DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

TOTALS	550.00	537.00	250.78	\$1,337.78
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ADVANCE CASH RECEIVED: _____
 REFUND DUE CITY: _____
 REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: _____
 DEPARTMENT SUPERVISOR

 CITY MANAGER
 (220 WITH CITY MANAGER
 SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
 REV 1/21 DLN

City Commission Regular Meeting - 6:00 pm

11. c.

Meeting Date: 07/06/2021

Re: Preventing Crime Conference

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Curtis Johnson, Jr. to attend the National Conference on Preventing Crime being held in Orlando, Florida on August 25-27, 2021 in the total amount of \$896.50.

SUMMARY:

Commissioner Johnson asked to attend this conference.

RECOMMENDATION:

Approve travel.

ALTERNATIVES:

Do not approve.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Finance Department

Fiscal Impact

OTHER INFORMATION:

Funds are budgeted.

Attachments

Conference Announcement

Travel Statement

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 06/24/2021

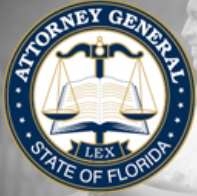
Reviewed By

Nick Mimms

Date

06/24/2021 02:40 PM

Started On: 06/22/2021 12:54 PM



Florida Office Of The Attorney General

NATIONAL CONFERENCE

ON PREVENTING CRIME



[Home](#) [About Us](#) [2021 Conference](#) [Testimonials](#) [FAQs](#) [How to Become a Co-Sponsor](#) [Contact Us](#)

2021 Conference

- [Awards](#)
- [Conference Details](#)
- [Registration Information](#)
- [Hotel Information](#)
- [Forms](#)
- [Schedule Information](#)
- [Scholarships](#)

Promoting Positive Solutions

- [Conference Success Stories](#)
- [Innovative Programs](#)
- [Crime Prevention Resources](#)
- [Additional Links](#)

Contact Us

Office of The Attorney General
National Conference on
Preventing Crime
The Capitol, PL-01
Tallahassee, FL 32399-1050
(850) 414-3350
www.preventcrimeconference.com

Conference Schedule

Wednesday, August 25, 2021

1:00 p.m. - 6:00 p.m.
Registration Opens

12:00 Noon – 6:00 p.m.
Job/Resource/Vendor Fair Open

Thursday, August 26, 2021

7:00 a.m. - 5:00 p.m.
Registration (continued)

Job/Resource/Vendor Fairs (continued)

8:00 a.m.
Musical Prelude

8:15 a.m. - 9:45 a.m.
Opening Plenary Session

Presiding

Invocation

Presentation of Colors

National Anthem

Welcoming Remarks

Awards

Keynote Address

10:15 a.m. - 11:45 a.m.
Concurrent Sessions (Adults)
Concurrent Sessions (Youth/Chaperons)

12:00 p.m. - 1:45 p.m.
Luncheon A (Adults)

Presiding

Invocation

Introduction of Speaker

Keynote Speaker

12:00 p.m. - 1:45 p.m.
Luncheon B (Youth/Chaperons)

Presiding

Invocation

Introduction of Speaker

Keynote Speaker

2:00 p.m. - 3:30 p.m.

We're In It Together

The [Florida Consortium of Urban League Affiliates](#), along with [Derrick Brooks Charities](#), manage the state's Black-on-Black and Youth Crime Prevention and Intervention grant programs. In 2012 they have joined the Office of the Attorney General as partners in presenting this annual conference. We are truly in it together.

Platinum Co-Sponsors

[Florida Department of Corrections](#)
[Florida Department of Juvenile Justice](#)
[Palm Beach County, Florida Sheriff - Ric L. Bradshaw](#)
[view all co-sponsors](#)

Get Involved

[Role of Co-Sponsors](#)
[How to Become a Co-Sponsor](#)
[How to Donate](#)

What Others Say

I found everything great and appreciated being able to attend several sessions. Please keep this conference going
- Community Leader
[more testimonials](#)

Concurrent Sessions (Adults)

2:00 p.m. - 3:30 p.m.
Concurrent Sessions (Youth/Chaperons)

3:45 p.m. - 5:15 p.m.
Concurrent Sessions (Adults)

3:45 p.m. - 5:15 p.m.
Concurrent Sessions (Youth/Chaperons)

Friday, August 27, 2021

8:00 a.m. - 12:00 p.m.
Registration (continued)

Job/Resource/Vendor Fairs (continued)

8:30 a.m. - 10:00 a.m.
Concurrent Sessions (Adults)

8:30 a.m. - 10:00 a.m.
Concurrent Sessions (Youth/Chaperons)

10:15 a.m. - 11:45 a.m.
Concurrent Sessions (Adults)

10:15 a.m. - 11:45 a.m.
Concurrent Sessions (Youth/Chaperons)

12:00 p.m. - 1:45 p.m.
Luncheon A (Adults)

Presiding

Invocation

Introduction of Speaker

Keynote Speaker
12:00 p.m. - 1:45 p.m.
Luncheon B (Youth/Chaperons)

Presiding

Invocation

Introduction of Speaker

Keynote Speaker:
2:00 p.m. - 3:30 p.m.
Concurrent Sessions (Adults)

2:00 p.m. - 3:30 p.m.
Youth Speak-Up Speak-Out Session (Adults/Youth Chaperons)

3:30 p.m. - 4:30 p.m.
Issuance of Certificates of Attendance (Adults)

7:00 p.m. - 11:00 p.m.
Youth Anti-Crime Rally

REGISTRATION INFORMATION
 Urban League of Broward County
 FL Office of Attorney General
 National Conference on Preventing Crime
 The Capitol, PL-01
 Tallahassee, FL 32399-1050

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
 Rosen Centre Hotel
 9840 International Drive
 Orlando, FL 32819
 1-800-204-7234 or 407-996-984

DATE: _____

1. TRAVELER'S NAME: Curtis Johnson, Jr.
 2. DEPARTURE DATE: 8/25/2021
 3. RETURN DATE: 8/28/2021
 4. DESTINATION: Orlando, FL
 5. CODE CHARGE: _____
 6. AMT BUDGETED: _____

DEPARTMENT: City Commission
 DEPARTURE TIME: 10:00 a.m.
 RETURN TIME: 11:00 a.m.
 PURPOSE: National Conference on Preventing Crime

7. BALANCE AVAILABLE: _____

Expenses must comply with City Code of Ord 1-158.
 Per Diem Allowance \$50.00 or \$12.50 per quarter day.
 Class A Travel 24-hour day.

* REGISTRATION FEE:
 * HOTEL BILL: Confirmation #
 BAGGAGE ALLOWANCE (\$5 PER PERSON)
 * COMMUNICATION:

 * FARES: AIR FARE
 * TAXI, BUS
 * CAR RENTAL
 * MILEAGE @ 0.56 324
 * GASOLINE EXPENSE
 * TOLL ROAD FEES OR PARKING FEES
 * MISC. EXPENSES

 MEALS
 3 BREAKFAST @ \$8.00
 0 LUNCH @ \$8.00
 3 DINNER @ \$20.00
 SPECIAL LUNCHEON/BANQUET
 7% STATE TAX
 15% GRATUITIES

PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
275.00			
	333.00		
		5.00	
		181.44	
		24.00	
		0.00	
		60.00	
		0.00	
		5.46	
		12.60	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
 LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
 DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

TOTALS	275.00	333.00	288.50	\$896.50
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ADVANCE CASH RECEIVED: _____
 REFUND DUE CITY: _____
 REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: _____
 DEPARTMENT SUPERVISOR

 CITY MANAGER
 (220 WITH CITY MANAGER
 SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
 REV 1/21 DLN

City Commission Regular Meeting - 6:00 pm

11. d.

Meeting Date: 07/06/2021

Re: Employment Contract

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approve Amendment Employment Contract and position description with Linda Cox, City Clerk effective July 6, 2021.

SUMMARY:

At the June, 2021 Conference Agenda meeting, the Mayor and Commissioners conducted a performance evaluation of the City Clerk. Consensus was given that Ms. Cox be given a 10% increase based upon her performance and the revised position description.

RECOMMENDATION:

Approve amended contract.

ALTERNATIVES:

Do not approve or approve with modifications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Attachments

Contract

Position Description

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 06/24/2021

Reviewed By

Nick Mimms

Date

06/24/2021 02:42 PM

Started On: 06/24/2021 02:32 PM

CITY OF FORT PIERCE, FLORIDA
LINDA W. COX, CITY CLERK
AMENDED EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into this 6th day of July, 2021, by and between the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, hereafter referred to as "CITY" and LINDA W. COX, hereafter referred to as "COX".

WHEREAS, CITY desires to secure the services of COX as City Clerk for a minimum of three (3) years from the Effective Date of this agreement and COX desires to accept such position; and

WHEREAS, CITY and COX intend by this Agreement to provide certain benefits and establish certain conditions of employment to which COX has agreed.

NOW, THEREFORE, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, CITY and COX agree with each other as follows:

1. Employment.

COX will render full time professional services to CITY in the capacity of City Clerk of the CITY for the amended term of three (3) years, commencing July 6, 2021 (the "Effective Date"), through July 5, 2024. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis.

The City Clerk is recognized as an independent and co-equal Charter Officer, as specified by the Charter of the City of Fort Pierce (See Article V, Section 44). No other Charter Officer shall have any authority or ability to direct, supervise or interfere with the administration or activity of the Office of the City Clerk, including any and all personnel actions or decisions (See Article IV, Section 42 and Article V, Section 43).

COX shall devote all of her time, attention, knowledge and skill, solely and exclusively to the business and interest of the City of Fort Pierce, and the public which it serves. COX will at all times faithfully, industriously, and diligently perform to the best of her ability all duties that may be required of her by virtue of her position as City Clerk, including the performance of all duties set forth in the City Charter, Ordinances, Resolutions, City Policies, and position description, attached hereto and made a part hereof, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Nothing herein shall prohibit COX from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from her performance of the terms of this Agreement. In the event

COX makes formal application for full-time employment elsewhere while serving as City Clerk, she shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

2. Compensation.

In consideration for these services as City Clerk, CITY agrees to pay COX an annual base salary of ONE HUNDRED EIGHT THOUSAND, EIGHT HUNDRED EIGHTY SIX DOLLARS (\$108,886.00) per annum, payable in bi-weekly installments.

The CITY agrees that it will not, at any time during the term of this Agreement, reduce COX's base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the CITY.

3. Performance Evaluations.

The City Commission shall, on an annual basis, evaluate COX's performance as City Clerk. These performance evaluations shall occur during the calendar month of June of each year, and shall be in such form and content and procedure as the City Commission shall in its discretion determine. These performance reviews shall consider COX's overall performance and efficiency in her duties and job description as City Clerk.

4. Benefits.

In addition to annual compensation specified above, the CITY agrees to provide COX with the following benefits:

(a) COX shall be entitled to receive the same vacation, sick leave, and holiday time as the City Manager. Said benefits shall be defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

(b) Lease or car allowance at \$350.00 per month, or such other rate agreed upon by the City Commission.

(c) Membership dues to professional associations and societies directly relating to her position as City Clerk, subject to the approval of the City Commission.

(d) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

(e) Retirement benefits as provided to City Employees, and specifically, such benefits applicable to new hires under current ordinances or rules and regulations or as subsequently amended.

5. Termination.

At all times during the term of this Agreement, COX shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the CITY, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of COX as City Clerk, COX shall have the right to declare that such amendments constitute termination; or

(c) If COX resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

6. Severance.

Except as provided in this Agreement, severance will be paid to COX when employment is terminated as defined in Paragraph 5 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the CITY shall continue to pay COX her then annual base salary for four (4) consecutive weeks thereafter, and the CITY shall also maintain COX's life insurance and major medical insurance coverage paid up and in effect during such period. COX shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, COX shall not be required to perform any duties for the City or come to the City.

The severance provisions set forth herein shall not apply and the City shall not be obligated to pay the four (4) weeks severance in the event COX is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Clerk, or material breach by COX of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

7. Best Efforts of Employee.

COX agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all the duties which may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of CITY. COX further agrees that she will continue her education and training so that she will keep up with or exceed education requirements of her position, and specifically, to use her best and continuous effort to obtain and maintain her City Clerk certification which shall be a mandatory term and condition of her employment under this Agreement. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as CITY shall in good faith require, or as the interest, needs or opportunity of CITY shall require.

8. Disability.

If COX is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, CITY shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, COX shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

9. Residency.

COX shall, maintain permanent residency within the City of Fort Pierce during her term as City Clerk.

10. Employee At-Will.

COX is an employee-at-will and works at the pleasure of the CITY who may, at any time and without showing cause, terminate this Employment Agreement.

11. Liability Claims.

The CITY shall defend and save harmless COX, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of COX's duties as City Clerk of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of COX's employment or services or for claims for punitive damages. The CITY will have the authority to compromise and settle any such claim or suit within the scope of COX's employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the CITY and COX shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

12. Voluntary Resignation.

In the event COX voluntarily resigns her position with the CITY, COX shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, COX shall not be entitled to nor shall the CITY be liable to pay severance if COX resigns.

13. General Provisions.

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(g) This Agreement shall be binding upon and inure to the benefit of the CITY and the City Commission, its successors and assigns, and shall be binding upon COX, her administrators, executors, legatees, heirs, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

CITY OF FORT PIERCE, FLORIDA

Linda Hudson, Mayor

ATTEST:

Deputy City Clerk

EMPLOYEE

Linda W. Cox, City Clerk

CITY OF FORT PIERCE

JOB DESCRIPTION

JOB TITLE: CITY CLERK

PAY RANGE: 95

SALARY RANGE: \$89,864 – \$200,266

DEPARTMENT: CITY CLERK DEPARTMENT

POSITION(S): 1

EXEMPT: YES

GENERAL DESCRIPTION

Appointed by the City Commission pursuant to the City Charter. Responsible administrative position involving advanced, difficult, and technical work.

ESSENTIAL JOB FUNCTIONS:

AGENDAS AND MEETINGS:

1. Arranges and attends all meetings of the Fort Pierce Redevelopment Agency (FPRA) and City Commission, including regular meetings, special meetings, attorney-client sessions, and workshops.
2. Supervises the recording, transcription and permanent filing of all City Commission and FPRA meeting minutes. Completes administrative functions relating to documents approved at such meetings, verification of related dates, and forwards copies to appropriate parties.
3. Coordinates, prepares, distributes and publishes FPRA and City Commission Agendas and agenda related information.
4. Prepares all required legal advertising for items submitted for the agenda.
5. Prepares ordinances and resolutions in coordination with City Manager, City Attorney and Departments.
6. Directs and supervises codification of ordinances and distribution of all supplements.
7. Composes letters and memoranda stemming from City Commission meetings. Notarizes, attests and certifies documents. Reviews and executes contracts, agreements, deeds, easements, and related authorized documents as approved by City Commission.
8. Preserves, files, and indexes contracts, agreements, deeds, easements, and other documents to which the city is a party.

CITY BOARDS AND COMMITTEES:

1. Coordinates the appointment process and maintains all records of appointments of city Boards and Committees.
2. Files annual state reports of committee membership as required.
3. Oversees the proper filing of financial disclosure statements as required.

OFFICIAL CITY RECORDS:

1. Serves as Custodian of official City records overseeing the comprehensive public record plan and program.
2. Serves as City's Records Management Liaison Officer under the Florida Statutes. Supervises the records management activities of all city departments, providing training and support.
3. Establishes and maintains Records Management Program.
4. Files annual reports of document destruction as required under Florida law.

5. Coordinates among departments the production of all documents in response to public record requests in a timely manner.
6. Updates and maintains optical imaging program for research of permanent City records - minutes, ordinances, resolutions, and other documents.
7. Custodian of the official city seal, all ordinances and resolutions, and all records and documents of a general or permanent character pertaining to the affairs of the City. Administers oaths, provides notary services and attests signatures on official documents.
8. Collects fees for animal licenses.
9. Responsible for titles and registrations for all city vehicles which are acquired, transferred, sold or otherwise disposed.

CITY ELECTIONS:

1. Serves as the City's Supervisor of Elections for all city elections and referendums.
2. Prepares candidate packages and qualifies candidates.
3. Receives and reviews all election forms and filings.
4. Certifies election results and reports to Supervisor of Elections and Florida Department of State, Division of Elections.

BUSINESS NAVIGATOR:

1. Works with the St. Lucie County Economic Development Council and Chamber of Commerce to ensure business issues, concerns and impediments are properly addressed, considered and resolved.
2. Coordinates with city and county departments to identify, address and resolve development related issues.
3. Investigates, responds and resolves business complaints and questions related to permitting and development procedures.
4. Develops and maintains a Development Review Guide to assist businesses navigate city processes and procedures and understand other agency requirements.
5. Interacts with businesses to resolve any issues related to city government.

BUSINESS TAX RECEIPTS:

1. Supervises preparation and issuance of business tax receipts (formerly called occupational licenses).
2. Insures proper state licensing of each business upon issuance of business tax receipt and subsequent years at renewal.
3. Monitors, understands and implements city procedures necessary to reflect new laws regarding the issuance of business tax receipts and required state licensing.
4. Work with Code Enforcement Department to collect past due business tax receipts and identify unlicensed businesses.

CONTRACTOR LICENSING:

1. Supervises the application and issuance of all contractor licensing, both new and renewals.

MAYOR AND CITY COMMISSION SUPPORT:

1. Provides administrative support to the Mayor and City Commissioners, including preparation of correspondence, proclamations, travel arrangements, maintaining public records, and coordinating schedules.

2. Receives citizen complaints and questions, investigates and attempts to resolve issues on behalf of the Mayor and City Commissioners.

DEPARTMENTAL OVERSIGHT:

1. Develops and manages annual city clerk and commission departmental budgets. Determines costs of planned programs or changes. Supervises the purchasing of supplies and equipment.
2. Supervises Deputy City Clerks.
3. Provides atmosphere and opportunities for professional growth and development.

MINIMUM QUALIFICATIONS

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of Code of Ordinances of the City of Fort Pierce.
- Knowledge of ordinances, resolutions, policies, procedures, contracts, agreements, and other related documents of the City.
- Knowledge of legal requirements of Florida Statutes in the preparation of documents and execution of duties related thereto.
- Knowledge of Roberts Rules of Order in conducting meetings.
- Knowledge of organization, function, and activities of municipal government.
- Knowledge of modern office methods, procedures, and office equipment.
- Ability to plan and supervise the work of subordinates.
- Ability to accurately prepare and report Commission actions.
- Ability to prepare correspondence and reports as needed.
- Ability to establish and maintain effective working relationships with City officials, employees, other government officials and the general public.
- Ability to effectively communicate orally and in writing.

EDUCATION AND EXPERIENCE

Bachelor's Degree (Masters Preferred) in Public/Business Administration or related field. At least 5 years' experience in Public or Business Administration.

(A comparable amount of training, education, or experience can be substituted for the minimum qualifications.)

LICENSE, CERTIFICATIONS, OR REGISTRATIONS

Florida Certified Municipal Clerk (To be obtained within four (4) years of appointment)
Florida Notary Public

ESSENTIAL PHYSICAL SKILLS:

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)

ENVIRONMENTAL CONDITIONS:

- Works inside in an office environment.

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

SUPERVISION OF EMPLOYEES

This position supervises a staff of at least three (3) employees.

Revised June, 2021

City Commission Regular Meeting - 6:00 pm

11. e.

Meeting Date: 07/06/2021

Re: Employment Agreement

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of Employment Agreement with Nicholas Mimms, City Manager effective July 6, 2021

Attachments

Employment Agreement

Form Review

Inbox

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 06/30/2021

Reviewed By

Nick Mimms

Date

06/30/2021 02:36 PM

Started On: 06/30/2021 02:26 PM

CITY OF FORT PIERCE, FLORIDA

NICHOLAS MIMMS
CITY MANAGER

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into effective **July 6, 2021**, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to "**CITY**" and **NICHOLAS MIMMS**, hereafter referred to as "**MIMMS**".

WHEREAS, CITY desires to secure the services of **MIMMS** as City Manager for a minimum of **five (5) years** from the Effective Date of this agreement and **MIMMS** desires to accept such position; and

WHEREAS, CITY and **MIMMS** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **MIMMS** has agreed.

NOW, THEREFORE, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **MIMMS** agree with each other as follows:

1. Employment.

MIMMS will render full time professional services to **CITY** in the capacity of City Manager of the **CITY** for the term of five (5) years, commencing **July 6, 2021 (the "Effective Date")**, through **July 6, 2026**. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis.

MIMMS shall devote all of his time, attention, knowledge and skill, solely and exclusively

to the business and interest of the City of Fort Pierce, and the public which it serves. **MIMMS** will at all times faithfully, industriously, and diligently perform to the best of his ability all duties that may be required of him by virtue of his position as City Manager, including the performance of all duties set forth in the City Charter, Ordinances, Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. In performing such duties, **MIMMS** further agrees to be subject to the ICMA Code of Ethics, and to otherwise devote full time and attention to his work as City Manager. Nothing herein shall prohibit **MIMMS** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from his performance of the terms of this Agreement. In the event **MIMMS** makes formal application for full-time employment elsewhere while serving as City Manager, he shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

2. Compensation.

In consideration for these services as City Manager, **CITY** agrees to pay **MIMMS** an annual base salary of **ONE-HUNDRED SEVENTY-ONE THOUSAND DOLLARS (\$171,000)** per annum, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **MIMMS'** performance by the City Commission. Base annual salary adjustments, including cost of living increases, for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **MIMMS'** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

3. Performance Evaluations.

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **MIMMS'** performance as City Manager. These performance evaluations shall occur during the calendar month of June of each year, and the matter of the performance evaluation shall be agendaed by the City Manager, to be discussed by the City Commission, at the first City Commission Conference Agenda Meeting in June of each year of this Agreement. These performance reviews shall consider continuing management objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **MIMMS**.

Should it be determined that **MIMMS** was successful in his overall performance, and if the Commission, in its sole discretion, determines that the fiscal condition of the **CITY** is sufficient, the City Commission will consider **MIMMS'** compensation and benefits, and endeavor to maintain them at a level commensurate with his peers in the city management profession in similarly situated Florida cities and the rate of general inflation in the economy.

4. Benefits.

In addition to annual compensation specified above, the **CITY** agrees to provide **MIMMS** with the following benefits:

- a) **MIMMS** shall be entitled to receive the same vacation, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.
- b) Paid attendance at the ICMA annual conference at a rate agreed upon by the City Commission and **MIMMS**.

- c) Lease or car allowance at \$350.00 per month, or such other rate agreed upon by the City Commission.
- d) Membership dues to professional associations and societies and to such service organizations and clubs of which **MIMMS** is a member, subject to the approval of the City Commission.
- e) Comprehensive health and major medical insurance equal to that which is provided to other City employees.
- f) Retirement benefits as per General Coverage Plan eliminating the maximum pension annuity

5. Termination

At all times during the term of this Agreement, **MIMMS** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

- a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.
- b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **MIMMS** as City Manager, **MIMMS** shall have the right to declare that such amendments constitute termination; or
- c) If **MIMMS** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

6. Severance.

Except as provided in this Agreement, severance will be paid to **MIMMS** when employment is terminated as defined in Paragraph 6 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **MIMMS** his then annual base salary for One Hundred Twenty (120) consecutive days thereafter, and the **CITY** shall also maintain **MIMMS'** life insurance and major medical insurance coverage paid up and in effect during such period. **MIMMS** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **MIMMS** shall not be required to perform any duties for the City or come to the City.

The severance provisions set forth herein shall not apply and the City shall not be obligated to pay the One Hundred Twenty (120) days severance in the event **MIMMS** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Manager, or material breach by **MIMMS** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, **CITY** shall have no obligation to pay the aggregate severance sum designated in this paragraph.

7. Attendance at Meetings.

The **CITY** agrees to permit **MIMMS** to be absent from the **CITY** during working days to attend professional meetings and to attend to such outside professional duties in the city management field as have been mutually agreed upon between him and the City Commission. Attendance at such approved meetings and accomplishment of approved professional duties

shall be fully compensated service time and shall not be considered vacation time. The **CITY** shall reimburse **MIMMS** for all reasonable expenses incurred by him incident to attendance at approved professional meetings; provided, however, that such reimbursement is appropriate and within the limits of the City's budget.

8. Best Efforts of Employee.

MIMMS agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all the duties which may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**.

MIMMS further agrees that he will continue his education and training so that he will keep up with or exceed education requirements of his position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

9. Disability.

If **MIMMS** is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **MIMMS** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

10. Residency.

MIMMS shall, at all times, maintain permanent residency within the City of Fort Pierce, Florida, during his term as City Manager.

11. Employee-At-Will.

MIMMS is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

12. Liability Claims.

The **CITY** shall defend and save harmless **MIMMS**, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **MIMMS'** duties as City Manager of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **MIMMS'** employment or services or for claims for punitive damages. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **MIMMS'** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **MIMMS** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

13. Voluntary Resignation.

In the event **MIMMS** voluntarily resigns his position with the **CITY**, **MIMMS** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, **MIMMS** shall not be entitled to nor shall the

CITY be liable to pay severance if **MIMMS** resigns.

14. General Provisions.

The following general provisions shall govern this Agreement:

- a) This Agreement shall be governed in accordance with the laws of the State of Florida.
- b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.
- c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.
- d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
- e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.
- f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **MIMMS**, his administrators, executors, legatees, heirs, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

CITY OF FORT PIERCE, FLORIDA

ATTEST:

By: _____
Linda Hudson, Mayor

Linda Cox, City Clerk

EMPLOYEE:

Nicholas Mimms

Approved as to Form and Correctness
For Use by the City of Fort Pierce:

City Attorney

City Commission Regular Meeting - 6:00 pm

11. f.

Meeting Date: 07/06/2021

Re: Lease Agreement for Seaway Drive Temporary Parking Area

Submitted For: Audria Moore-Wells, Special Projects Coordinator, City Manager

SUBJECT:

Approval of a twelve (12) month Lease Agreement between the City of Fort Pierce and the Woods Family Limited Partnership II, for 7 parcels along Seaway Drive to provide additional parking for the public.

SUMMARY:

To address the need for additional public parking for access to our beaches and other waterfront amenities, staff discussed with the owner of seven (7) vacant properties along Seaway Drive leasing the parcels for a temporary parking solution. It is anticipated the parcels will yield 165 additional parking spaces. Previously, the city leased three (3) of the parcels for parking from the former owner. The current proposed lease amount of \$27,786.75 for the seven (7) parcels is less than half the amount previously paid for the three (3) parcels. The term of the lease calls for an initial period of twelve (12) months commencing on the effective date, with an option to extend the lease on a month-to-month basis.

If approved, the city will pay rent on a quarterly basis for a total amount of \$27,786.75. The amount is equal to the total of the 2020 taxes paid to the City of Fort Pierce for the seven (7) parcels shown and depicted in lease Exhibit "A" (Proposed Lease Area).

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

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

Peter Sweeney, City Attorney

John Andrews, City Engineer

Sandy Woods, owner

Attorney Linnes Finney

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2021
Account: TBD
Amount: TBD Annually

FISCAL IMPACT:

This is a new contract with the current owner to lease seven (7) parcels for a temporary parking solution. This expense will be payment of the annual tax bill on a quarterly basis. The 2020 tax bill for the seven (7) properties was \$27,786.75.

Attachments

Seaway Drive Parking Lot Lease
Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/22/2021 09:42 AM
Finance Department	Johnna Morris	06/25/2021 09:05 AM
City Manager	Nick Mimms	06/26/2021 09:17 AM
Form Started By: Audria Moore-Wells		Started On: 06/02/2021 10:35 AM
Final Approval Date: 06/26/2021		

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this ____ day of July, 2021 by and between **WOODS FAMILY LIMITED PARTNERSHIP II, a Florida limited partnership**, (“LANDLORD”), whose address is 5121 South US Highway 1, Fort Pierce, Florida 34982; and **THE CITY OF FORT PIERCE, FLORIDA**, a Florida Municipal corporation, (“TENANT”), whose address is 100 North US Highway 1, Fort Pierce, Florida, 34954 (together referred to as the “PARTIES”).

WITNESSETH:

LANDLORD, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the PARTIES, does demise and lease to TENANT and TENANT rents from LANDLORD certain real property in Fort Pierce, Florida, consisting of seven (7) parcels as shown and depicted on the attached **Exhibit “A”** (Proposed Lease Area), with a general description of the parking lot and improvements to be constructed thereon (Temporary Parking Area) depicted on **Exhibit “B”**, said property hereafter referred to in this Lease as the “Demised Premises”, subject to all existing zoning and building restrictions and regulations and the provisions and clauses of this Lease.

1. TERM:

A. Initial Term: The term of this Lease shall be for an initial period of twelve (12) months (Initial Term) commencing upon the effective date, unless extended or terminated as provided for herein.

B. Extension Term: TENANT is also granted the option of extending this Lease on a month-to-month basis (Extension Term) provided TENANT furnishes written notice to LANDLORD at least thirty (30) days prior to the expiration of the Initial Term that TENANT is still in need of the property for temporary parking. The option of an Extension Term shall be void if LANDLORD is unable to deliver possession of the Demised Premises due to having entered a *bona fide* contract to sell the subject property prior to the Extension Term.

C. Termination of Lease: Either LANDLORD or TENANT may terminate this Lease at any time by providing thirty (30) days written notice to the other party in the manner provided in Section 8. TENANT shall be responsible for pro-rata rent for each month the Demised Premises is occupied.

2. RENT:

A. Base Rent: TENANT shall pay rent for the Initial Term in a sum equal to \$27,786.75, plus sales tax, if applicable. Rent shall be paid quarterly on or before the first (1st) of the month (July 1st, October 1st, January 1st, and April 1st)

B. Taxes and Assessments: All applicable taxes and assessments, payable on an annual basis, are to be pro-rated monthly by the PARTIES hereto for the year(s) comprising the Initial Term and Extension Term, if any, as well as the year in which this Lease is terminated.

B. Taxes and Assessments: All applicable taxes and assessments, payable on an annual basis, are to be pro-rated monthly by the PARTIES hereto for the year(s) comprising the Initial Term and Extension Term, if any, as well as the year in which this Lease is terminated.

C. Late Charges: TENANT covenants and agrees to pay LANDLORD a late charge of five percent (5%) of each quarterly installment of all rents if not paid within thirty (30) days of its due date. LANDLORD expressly reserves all other rights and remedies provided under this Lease Agreement or Florida law.

3. **USE OF PREMISES:**

A. Use: TENANT will use and occupy the Demised Premises solely for the purpose of constructing a temporary parking lot for the parking of motor vehicles and for no other purpose or use whatsoever except as agreed to in writing by LANDLORD. TENANT shall obtain all necessary permits from any and all governmental agencies necessary for the operation of the Demised Premises as a temporary parking lot.

B. Compliance: During the term of this Lease, TENANT shall maintain the property as may be required by all government authorities, collect and control trash and refuse, and comply with all environmental rules and regulations applicable to temporary parking facilities.

C. Alterations: TENANT shall make no alterations or additions except as depicted on **Exhibit "B"** without prior written consent of LANDLORD.

D. Waste: TENANT shall permit no waste to the Demised Premises and shall return the Demised Premises to LANDLORD at the end of the term in the same condition as existed at the beginning of the term of the Lease.

E. Improvements: Notwithstanding the foregoing, it is anticipated TENANT shall make certain improvements for access and parking, and LANDLORD shall not unreasonably withhold written consent in connection with same. TENANT shall block-off or enclose the rear portion of the Demised Premises to discourage parking on any of LANDLORD's remaining property not part of the Demised Premises.

4. **INSURANCE**: TENANT shall maintain its currently existing General Liability insurance coverages of \$200,000 each person/\$300,000 each occurrence with coverages for Bodily Injury, Property Damage, and Personal Injury, in addition to Broad Form Property Damage also provided under TENANT'S current policy. Upon request, TENANT shall furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect the earlier of the beginning of the lease term or fifteen (15) days after the execution of this Lease Agreement. TENANT shall provide LANDLORD a minimum of sixty (60) days' notice prior to cancellation or termination of any insurance policy required under this Lease.

5. **ASSIGNMENT AND SUBLETTING**: TENANT shall not assign or sublet this Lease without the written consent of LANDLORD.

6. **LIABILITY**: TENANT agrees to fully indemnify LANDLORD, and LANDLORD shall not be liable for any damage or injury to any person or property whether it be the person or property of TENANT, TENANT'S employees, agents, guests, invitees, or otherwise, by reason of TENANT'S occupancy of the leased premises or because of fire, flood, windstorm, acts of God, or for any other reason. TENANT acknowledges that it has fully inspected the Demised Premises and agrees to accept it in an as-is condition and shall be responsible for all maintenance of the Demised Premises during the term of this Lease and absolves LANDLORD from any obligations in connection therewith. As between TENANT and LANDLORD, TENANT shall be responsible for all loss, damage, claim, demand, liability, or expense by reason of damage to person or property which may arise or be claimed to have arisen during the term of this Lease as a result of any act or omission of TENANT, as a result of the occupancy or use of the Demised Premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or within the Demised Premises, including any allegations of negligent maintenance of the Demised Premises during the term of this Lease. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of TENANT under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Lease.

7. **ENVIRONMENTAL COVENANTS**: As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental agency having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act.

During the term of this Lease, TENANT shall not allow the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by TENANT, its agents, employees, business invitees, or contractors. TENANT shall not install or permit the installation of any underground storage tanks on the Leased Premises. As between TENANT and LANDLORD, TENANT agrees to defend and be responsible for all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the Demised Premises including presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises directly caused by the acts, omissions or negligence of TENANT, its employees, business invitees, or contractors and specifically documented to have occurred during TENANT's occupancy under this Lease.

8. **NOTICES**: All notices required to be served upon the LANDLORD or TENANT shall be served by hand delivery or by registered or certified mail, return receipt requested, to the following:

LANDLORD:

**WOODS FAMILY LIMITED
PARTNERSHIP II**
c/o Sanford L. Woods, Sr.
5121 South US Highway 1
Fort Pierce, FL 34982

Copy To:

Linnes Finney, Jr., Esq
Simmons, Finney & Winfield, LLC
145 NW Central Park Plaza, #115
Port St. Lucie, FL 34986

TENANT:

CITY OF FORT PIERCE
c/o Nicholas C. Mimms, City Manager
100 North US Highway 1
P.O. Box 1480
Fort Pierce, FL 34954

Copy To:

Peter J. Sweeney, City Attorney
100 North US Highway 1
P.O. Box 1480
Fort Pierce, FL 34954

All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited with the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

10. **JOINT VENTURE**: It is specifically understood and agreed that nothing in this Lease Agreement shall be construed as creating a joint venture, partnership, or other relationship between the PARTIES to this agreement other than LANDLORD and TENANT.

11. **ENTIRE AGREEMENT**: This Lease contains the entire and sole agreement between the PARTIES hereto relative to the lease of the Demised Premises and may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same

formalities as this Lease. The Agreement shall be binding on the PARTIES hereto, their respective heirs, successors, and assigns as permitted.

12. **TIME OF THE ESSENCE**: It is specifically agreed that the timely payment of each and every installment of rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

13. **COUNTERPARTS**: This Agreement may be executed by the PARTIES listed below in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute a single original Agreement. Facsimile and electronic signatures shall be acceptable and deemed originals.

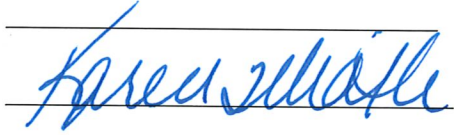
IN WITNESS WHEREOF, the PARTIES hereto have signed, sealed, and delivered this Lease effective as of the day and year first above written.

WITNESSES AS TO LANDLORD:

**LANDLORD:
WOODS FAMILY LIMITED
PARTNERSHIP II**



Print Name: Carla Kangel



Print Name: Karen Widath

By:



**Sanford L. Woods, Sr.,
General Partner**

Date: 6/14/21

WITNESSES AS TO TENANT:

Print Name: _____

Print Name: _____

ATTEST:

Linda Cox, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Peter J. Sweeney, City Attorney

TENANT:

**CITY OF FORT PIERCE,
FLORIDA**

By:

Linda Hudson, Mayor

Date:

Proposed Lease Area

Woods Family Limited Partnership II



Square Grouper Tiki
Bar Ft Pierce Inlet
Takeout

- **7 parcels**
- **Term: 12-month lease**
- **Extension: Month-to-month**
- **Frequency: Quarterly**
- **Total Amount: \$27,786.75**

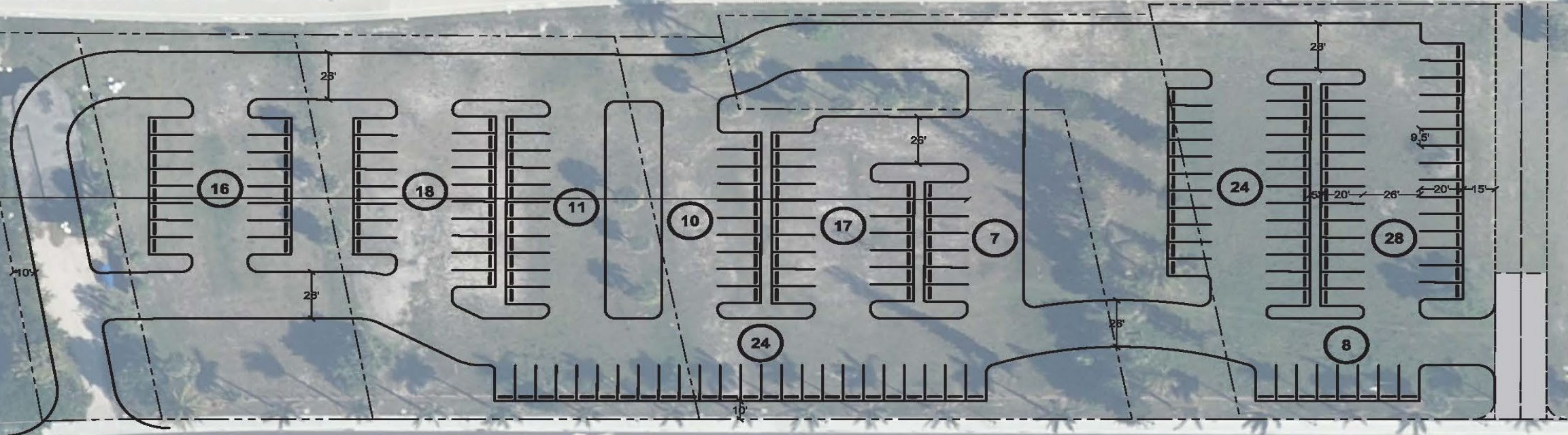


Proposed Lease Area



FT. PIERCE INLET

Estimated Total Parking Spaces: 165



SEAWAY DRIVE (S.R. A1A)

TOTAL SPACES: 165

C:\Engineering\CADD Files\Drawings\Legal\Temp Parking 2021.dwg



DATE:	MAY 2021
SCALE:	1" = 50'
DRAWN:	J. ANDREWS/D.SUMNER

PROPOSED TEMPORARY PARKING

NO.	DATE	BY	REVISIONS

SHEET
1

City Commission Regular Meeting - 6:00 pm

11. g.

Meeting Date: 07/06/2021

Re: Execution of Street Lighting Maintenance Agreement between the City of Fort Pierce and FDOT

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approve request to enter into a Lighting, Maintenance, and Compensation Agreement with FDOT for a term of 7-years.

SUMMARY:

The City of Fort Pierce initially entered into an agreement with FDOT in 2005. According to the terms of this agreement, the City maintains street lights along State roadways located within the boundaries of the city limits. Annual compensation for this maintenance work is provided to the City by the State with a FY 20/21 compensation of \$324,108. The State of Florida is now requesting updates to the agreement in order to provide conformity throughout the State.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Don't approve and revert maintenance back to the State.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Public Works

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: N/A

Amount: N/A

FISCAL IMPACT:

The City of Fort Pierce will receive compensation in the amount of \$335,682.60 in FY 21/22.

Attachments

2005 Lighting Agreement

Revised Lighting Agreement

Form Review

Inbox

Finance Department

City Manager

Form Started By: Tracy Telle

Final Approval Date: 06/26/2021

Reviewed By

Johnna Morris

Nick Mimms

Date

06/25/2021 09:05 AM

06/26/2021 09:18 AM

Started On: 06/17/2021 01:09 PM



Florida Department of Transportation

JEB BUSH
GOVERNOR

UTILITIES/DESIGN DEPARTMENT

DENVER STUTLER
SECRETARY

3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309-3421
(954) 777-4128 / FAX (954) 777-4482 & 777-4634 Toll free 1-866-336-8435

November 4, 2005

Mr. Hector P. Arias, P.E.
City Engineer
City of Ft. Pierce
100 North US 1
Ft. Pierce, FL 34954-1480

RECEIVED
TIME 4:15

NOV 14 2005

CITY OF FT. PIERCE
ENGINEERING DEPARTMENT

Dear Mr. Arias:

**RE: EXECUTED LIGHTING MAINTENANCE AND COMPENSATION
AGREEMENT**

City of Ft. Pierce

FM No.: 405122-1-72-31

Enclosed for your use and file is a fully executed agreement for the current fiscal year (2005/2006). As you know, you will be receiving a Work Authorization after we begin our new fiscal year in July, that assumes you will continue to provide street lighting services for Fiscal Year 2006/2007. You will need to submit an Invoice/Request for Funds by May 19, 2006 to Mr. Peter Nissen, District Maintenance Engineer, for this year's funding based on the attached agreement.

If you have any questions please feel free to contact me or the Office of the District Maintenance Engineer who will be assuming this contract for the management and implementation phase of this new effort. Thank you for your cooperation in an effort to benefit the citizens of your community.

Sincerely,

Anne V. Endsley
Utility Coordinator

AVE:b

cc: Pete Nissen, Dean Morris, District Maintenance; Vanessa Wright, District Financial Services; Melvin Pollock, Palm Beach Operations; Bernard Freeman, Design; David Recor, Deputy City Manager File

Enclosure

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

THIS AGREEMENT, entered into this 3rd day of November, year of 2005 by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT", and **CITY OF FT. PIERCE**, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System, and the **FDOT** is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of the **FDOT**, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and,
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of an **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain shall commence upon the **MAINTAINING AGENCY's** receipt of notification from the **FDOT** that the **FDOT** has finally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** shall not be required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to any acceptance by the **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s) and the **FDOT** agrees to undertake

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

Form No 710-010-30.
Utilities
10/04

those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the **FDOT** and the **MAINTAINING AGENCY**

- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

2. Compensation and Payment

- a. The **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ 205,185.00 for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's** fiscal year).
- b. For each future fiscal year, the **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. The **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The Work Order shall be an **FDOT** signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, And Compensation Agreement Work Order." The Work Order shall reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, and the lump sum amount to be paid for the fiscal year indicated. The Work Order shall be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. No payment will be made on Work Orders which are not properly signed and returned to **FDOT** prior to performing services.
- c. Invoices may be submitted anytime after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.
- d. Payment shall be made in accordance with Section 215.422, Florida Statutes.
- e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the **FDOT** and in detail sufficient for a proper pre-audit and post-audit thereof.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the **FDOT**.

Records shall be maintained and made available upon request to the **FDOT** at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the **FDOT** upon request.

4. Invoicing

Upon receipt, the **FDOT** has five (5) working days to inspect and approve the goods and services. The **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**.

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the Comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

The **FDOT** will provide a copy of the statement referenced above to the **MAINTAINING AGENCY**.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from the **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. The **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
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- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:

CITY MANAGER, CITY OF FT. PIERCE
CITY HALL
100 NORTH US 1
FT. PIERCE, FL 34954

FDOT:

DISTRICT MAINTENANCE ENGINEER
3400 WEST COMMERCIAL BOULEVARD
FT. LAUDERDALE, FL 33309

- g. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- h. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

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8. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY - CITY OF FORT PIERCE

BY: (Signature) _____

(Typed Name: Robert J. Benton, III)

(Typed Title: Mayor)

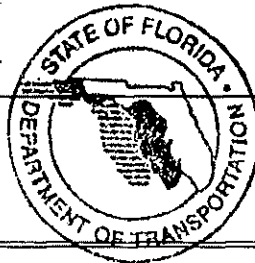
City Attorney
DATE: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

(Typed Name: James A. Wolfe)

(Typed Title: District Secretary)



11/3/05
DATE: _____

FDOT Legal Review

BY: (Signature) _____

District Counsel

(Typed Name: Dawn Raduano)

DATE: 11/3/2005



Gary M Keife/D4/FDOT
09/19/2005 03:33 PM

To Anne Endsley/D4/FDOT@FDOT
cc
bcc
Subject Fw: FUNDS APPROVAL/REVIEWED FOR CONTRACT
BDC10

At your service.
gk

----- Forwarded by Gary M Keife/D4/FDOT on 09/19/2005 03:32 PM -----



The job FI989HLR; user I.D.
FI989HL <MVS@DOT>
09/19/2005 03:22 PM

To RD446GK@dot.state.fl.us
cc
Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT BDC10

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #BDC10 Contract Type: BM Method of Procurement: G
Vendor Name: CITY OF FORT PIERCE LHATF
Vendor ID: VF596000322009
Beginning date of this Agmt: 09/19/05
Ending date of this Agmt: 12/31/06

Description:
Lighting Maintenance & Compensation Agreement.

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED
55 044010410 *HC *242052 * 205185.00 *40512217231 *996 *
2006 *55150200 *088712/06
0001 *00 * *0001/04

TOTAL AMOUNT: *\$ 205,185.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NATTOVE, CPA, COMPTROLLER
DATE: 09/19/2005

Light Pole Inventory ~ St. Lucie County

Section No.	State Road	Local Name	Mile Post		City	Side	Ownership		Total No. of Poles	Type of Pole					Remarks	
			From	To			FPL	FDOT		Aluminum	Concrete	Wood	High Mast	Other		
94060000	A1A	A1A / N. Beach Cswy	0.510	1.538	Fort Pierce	E			3							
94060000	A1A	A1A / N. Beach Cswy	0.510	1.538	Fort Pierce	W			6							
94050000	A1A	A1A / Ocean Drive	13.133	17.945	Fort Pierce	E			32	20						11 wood are FPL
94050000	A1A	A1A / Ocean Drive	13.133	17.945	Fort Pierce	W			81							45 wood are FPL
94100000	707	China	0.000	0.557	Fort Pierce	E			4							
94100000	707	China	0.000	0.557	Fort Pierce	W			7							
94100000	615	N/S 25th Street	0.991	3.750	Fort Pierce	E	X		50	1						alum. not FPL
94090000	615	N/S 25th Street	0.991	3.750	Fort Pierce	W	X		31	1						alum. not FPL
94030000	70	Okeechobee Road	22.140	22.292	Fort Pierce	S			2							
94030000	70	Okeechobee Road	22.038	25.225	Fort Pierce	S			65	59						8 alum. & 6 conc. are FPL
94030000	70	Okeechobee Road	22.140	22.292	Fort Pierce	N			3							
94030000	70	Okeechobee Road	22.916	25.225	Fort Pierce	N			28	2						18 conc. are FPL NO VIDEO LOG
94070000	65	Orange Avenue	19.695	21.869	Fort Pierce	E			45	43						
94010000	5	US1	0.610	3.594	Fort Pierce	E			78	2						21 wood are not FPL
94010000	5	US1	10.104	14.621	Fort Pierce	E	X		36							
94010000	5	US1	0.610	3.594	Fort Pierce	W			56							
94010000	5	US1	10.104	14.621	Fort Pierce	W			108							23 conc & 31 wood are FPL
94120000	716	Gulfstream	1.938	9.286	Port St. Lucie	S			599	93	14					3 conc. FPL, balanced, 838 off stream
94120000	716	Gulfstream	9.286	4.958	Port St. Lucie	N			108	7	26					conc are FPL
94000000	611		0.000	3.584	St. Lucie County	S			141	7						Total Number of Poles
94000000	611		0.000	3.584	St. Lucie County	N			8							
94000000	607		0.000	2.525	St. Lucie County	E	X		7							
94000000	607		0.000	2.525	St. Lucie County	W			3							
94060000	A1A	A1A / N. Beach Cswy	0.000	0.510	St. Lucie County	E			0							
94060000	A1A	A1A / N. Beach Cswy	1.538	2.709	St. Lucie County	E			1							
94060000	A1A	A1A / N. Beach Cswy	0.000	0.510	St. Lucie County	W			3							
94060000	A1A	A1A / N. Beach Cswy	1.538	2.709	St. Lucie County	W			0							
94030000	A1A	A1A / Ocean Drive	0.000	13.133	St. Lucie County	E			5							
94030000	A1A	A1A / Ocean Drive	0.000	10.198	St. Lucie County	E	6 wood		14	2						
94030000	715	Kings Highway	0.000	10.198	St. Lucie County	W			5	3						
94060000	615	N/S 25th Street	0.600	0.991	St. Lucie County	E	X		3							
94060000	615	N/S 25th Street	3.750	5.090	St. Lucie County	E			0							(Rights not on arms)
94030000	615	N/S 25th Street	0.000	0.991	St. Lucie County	W			0							
94030000	615	N/S 25th Street	1.750	3.090	St. Lucie County	W	X		21							
94030000	70	Okeechobee Road	0.000	22.140	St. Lucie County	S			12	3						
94030000	70	Okeechobee Road	23.262	23.038	St. Lucie County	S			20	5						
94030000	70	Okeechobee Road	0.000	23.140	St. Lucie County	N			36							
94030000	70	Okeechobee Road	23.626	23.916	St. Lucie County	N			11							



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*

TO: TRACY TELLE, ASSISTANT CITY ENGINEER

FROM: Pete Sweeney, City Attorney 

RE: FDOT State Highway Lighting, Maintenance, & Compensation Agreement, Contract No. ASM74 Financial Project No. 405122-2-78-31

RLS #: 21-120

DATE: April 21, 2021

I have reviewed the Request for Legal Services related to the FDOT state highway lighting, maintenance and compensation agreement (Contract No. ASM74). It is approved as to Form and Correctness and I have signed in the appropriate signature spaces.

Should you have any questions, please don't hesitate to contact the City Attorney's Office via phone or email.

Thank you,

PS/mm

cc: Nicholas C. Mimms, P.E., City Manager
John R. Andrews, P.E. City Engineer
Linda Cox, City Clerk



RECEIVED
JUN 07 2021
City Attorney

[Handwritten Signature]

Received
MAY 28 2021
City of Fort Pierce
City Manager's Office

CITY ATTORNEY USE ONLY

Date Received:	
Assigned To:	
File:	21-120
Due Date:	
Hours:	

REQUEST FOR LEGAL SERVICES

TO: PETER J. SWEENEY, CITY ATTORNEY

SUBMITTED BY: TRACY TELLE, ASSISTANT CITY ENGINEER *TST*

THROUGH: *JA* JOHN R. ANDREWS, P.E., CITY ENGINEER *TST*

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER *NCM*

RE: **FDOT STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT**
 CONTRACT NO. ASM74
 FINANCIAL PROJECT No. 405122-2-78-31

DATE: MAY 28, 2021

Service Required: (please circle or underline)

<u>Review Documents</u>	Draft Document	Written Opinion Requested
Attend Meetings	Advise	Other: _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

- Brief statement of the nature of the request or problem:** Review for form and correctness of the updated agreement as requested by FDOT.
- Discussion of the implications and the possible impact if not apparent from preceding information:**
- Time considerations and their significance:** FDOT has requested staff to expedite the approval.
- Are City funds required? If so, list approvals obtained for expenditure of funds:** No
- Factual background:** The City currently has an agreement in place with FDOT for the maintenance of streetlights situated within State roadway rights-of-way. The State is updating their

existing agreements to include requirements of record keeping, invoicing, and specifics for contract termination.

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):** Please find the attached related information:

- Email from FDOT
- Proposed FDOT Lighting, Maintenance, and Compensation Agreement
- Current FDOT Lighting, Maintenance, and Compensation Agreement (2 ea.)

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:**
N/A

8. **If this is a request for review of a contract, provide the following:**

a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** (This office is not responsible for reviewing either the accuracy or value of the business terms and conditions or product specifications of the contract as agreed upon between the department and contractor. However, this office is available to negotiate the terms as desired by the City upon request.)

This agreement has been reviewed by the City Engineer and the Assistant City Engineer. In addition, it is currently being reviewed by the City's Public Works Director.

b. **Insurance requirements that differ from the City's template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.) N/A

CITY ATTORNEY USE ONLY			
Routed for Review	Date	Response Deadline	Response
			<p style="text-align: center;">Approved as to Form & Correctness</p> <p style="text-align: center;">City Attorney - Peter J. Sweeney</p> <p>Signed: _____ Date: 6/8/2021</p>

Tracy Telle

From: Sosa, Oscar <Oscar.Sosa@dot.state.fl.us>
Sent: Thursday, May 20, 2021 12:17 AM
To: Tracy Telle
Cc: Johnna Morris; Karen Logue; Morris, Dean; Egoavil, Antonieta
Subject: FY 21/22 new lighting agreement
Attachments: ASM74- City of Ft. Pierce.pdf

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. .

Good morning ,

The Department is currently updating the highway lighting maintenance agreements for consistency of verbiage and compensation throughout the state. Please review the enclosed (or attached) agreement and route it through your organization as required. If your agency requires a formal Resolution we will need it and the contact information for someone in binding authority (Name, Title & email address) to execute the new agreement prior to May 31, 2021. A Letter of Authorization for July 1, 2021 will be issued to you following the execution of the agreement.

Thank you for your attention to this matter

Oscar Daniel Sosa
District Maintenance Systems Administrator
Florida Department of Transportation
3400 West Commercial Blvd
Fort Lauderdale, FL, 33309
Office: 954-777-4203
Cell: 954-395-4342
Email: Oscar.Sosa@dot.state.fl.us



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

375-020-52
MAINTENANCE
OGC - 02/21
Page 1 of 8

CONTRACT NO. ASM74
FINANCIAL PROJECT NO. 405122-2-78-31
F.E.I.D. NO. _____

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and City of Ft. Pierce, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

WHEREAS, **FDOT** has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**. A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

WHEREAS, the **MAINTAINING AGENCY** agrees to maintain the Facilities as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**. The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both **FDOT** and the **MAINTAINING AGENCY**. Any Facilities added to Exhibit A during the **FDOT's** fiscal year shall be maintained and operated by the **MAINTAINING AGENCY** upon the **FDOT's** final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the **MAINTAINING AGENCY** and **FDOT** shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

The **MAINTAINING AGENCY** will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the **FDOT's** fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by **FDOT**. In the event that no change is made to the previous year's Exhibit A, a certification from the **MAINTAINING AGENCY** shall be provided to **FDOT** certifying that no change has been made to Exhibit A during **FDOT's** previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to **FDOT's** fiscal year, beginning July 1st and ending June 30th.

- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by **FDOT**.

- c. All maintenance must be in accordance with the provisions of the following:
- (1) Manual of Uniform Traffic Control Devices; and
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of a **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain the Facility commences upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power commences at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** is not required to perform any activities which are the responsibilities of **FDOT's** contractor.
- Prior to acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s). **FDOT** agrees to make modifications/corrections prior to acceptance so long as the modifications/corrections comply with the installation contract documents and specifications.
- e. The term for this Agreement is seven (7) years. Either party may terminate this Agreement by a notice of termination. The notice of termination must be in writing. Should the **MAINTAINING AGENCY** choose to terminate the Agreement, the **MAINTAINING AGENCY** shall provide a minimum notice period of two (2) fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. The effective date of the termination will coincide with the end of the **FDOT's** fiscal year of June 30th following the two-year notice.

The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the **MAINTAINING AGENCY**. Maintenance obligations for lights owned by the **MAINTAINING AGENCY** will remain the responsibility of the **MAINTAINING AGENCY**. Nor does termination of this Agreement operate to relieve the **MAINTAINING AGENCY** of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

2. Compensation and Payment

FDOT shall pay to the **MAINTAINING AGENCY** a sum of \$ \$335,682.60 for the fiscal year in which this Agreement is signed. Payments will be calculated and made in accordance with Exhibit A.

Prior to the beginning of each fiscal year, the **MAINTAINING AGENCY** shall submit an amended Exhibit A or a certification of no change to Exhibit A and **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount and percentage of lighting to be paid for the coming fiscal year. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The work order must be an **FDOT**-signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, and Compensation Agreement work order". The work order must reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, the percentage of lighting funded and the lump sum amount to be paid for the fiscal year indicated. The work order must be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. Failure by the **MAINTAINING AGENCY** to take any of the actions required by this paragraph may result in nonpayment by **FDOT**.

FDOT expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the **MAINTAINING AGENCY**, so they may pursue all claims and causes of actions against the third parties responsible for the damage. **FDOT** will assist the **MAINTAINING AGENCY** and will confirm the **MAINTAINING AGENCY's** authorization to pursue recovery. The **MAINTAINING AGENCY** will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to **FDOT** upon request.

4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the **FDOT**. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.
- d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

MAINTAINING AGENCY:

FDOT:

Florida Department of Transportation, District IV
District Maintenance Office
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

- f. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- g. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

- h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. For contracts involving \$1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

j. **MAINTAINING AGENCY:**

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the **Maintaining Agency** does not transfer the records to **FDOT**
4. Upon completion of the Agreement, transfer, at no cost, to **FDOT**, all public records in possession of the Consultant or keep and maintain public records required by **FDOT** to perform the service. If the Consultant transfers all public records to **FDOT** upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **FDOT**, upon request from **FDOT's** custodian of public records, in a format that is compatible with the information technology systems of **FDOT**
5. Failure by the **Maintaining Agency** to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**

IF THE MAINTAINING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAINTAINING AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1

863-519-2623

D1prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway
Bartow, FL 33830**

District 2

386-758-3727

D2prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025**

District 3

850-330-1391

D3prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 3 - Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428**

District 4

954-777-4529

D4prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 4 – Office of General Counsel
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309**

District 5

386-943-5000

D5prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 5 – Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720**

District 6

305-470-5453

D6prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 6 – Office of General Counsel
1000 NW 111 Avenue
Miami, FL 33172-5800**

District 7

813-975-6491

D7prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612**

**Florida's Turnpike Enterprise
407-264-3170**

TPprcustodian@dot.state.fl.us

**Turnpike Enterprise Chief Counsel
Florida Turnpike – Office of General
Counsel
Turnpike Mile Post 263, Bldg. 5315
Ocoee, FL 34761**

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

**Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

375-020-52
MAINTENANCE
OGC - 02/21
Page 7 of 8

8. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You **MUST** signify by selecting one of the applicable options:

- No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature) _____

Date: _____

(Printed Name: _____)

(Printed Title: _____)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

Date: _____

(Printed Name: Paul A. Lampley, P.E.)

(Printed Title: Director of Transportation Operations)

FDOT Legal Review

BY: (Signature) _____

Date: _____

Counsel

(Printed Name: Dawn Raduano)

**Exhibit A
 STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
 For Fiscal Year**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. attached Spreadsheet _____
2. _____
3. _____
4. _____
5. _____
6. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$309.10 in fiscal year 2022 shall increase to \$318.37 in fiscal year 2023.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and ____%. Example: 330 (lights) x \$_____ (unit rate) x 0.90 (90% requirement) = \$ 0.00

Type of Light	# of lights	LED or HPS	Unit rate	1.00%	Total
High Mast		HPS	309.10	1.00	0.00
Standard	1086	HPS	309.10	1.00	335682.60
Underdeck		HPS	309.10	1.00	0.00
Sign		HPS	309.10	1.00	0.00
High Mast		LED	309.10	1.00	0.00
Standard		LED	309.10	1.00	0.00
Underdeck		LED	309.10	1.00	0.00
Sign		LED	309.10	1.00	0.00

Section No.	State Road	Local Name	Mile Post		City	Side	Ownership		Total No. of Poles	Type of Pole					Remarks
			From	To			FPL	FDOT		Aluminum	Concrete	Wood	High Mast	Other	
94005000	615	N/S 25th Street	0.991	3.75	Fort Pierce	E	X		50	1	7	42			alum. not FPL
94005000	615	N/S 25th Street	0.991	3.750	Fort Pierce	W	X		33	1	3	29			alum. not FPL
94005000	615	N/S 25th Street	0.991	3.750	Fort Pierce				33						New Additions
94010000	5	US1	10.104	14.621	Fort Pierce	E	X		78	2	40	36			21 wood are not FPL
94010000	5	US1	10.104	14.621	Fort Pierce	W			108		73	35			23 conc & 31 wood are FPL
94030000	70	Okeechobee Road	20.523	25.225	Fort Pierce	S			99	64	34		1		8 alum. & 6 conc. are FPL
94030000	70	Okeechobee Road	20.523	25.225	Fort Pierce	N			78	2	76				
94030000	70	Okeechobee Road	20.523	25.225	Fort Pierce				27						
94003000	713	Kings Hwy							2						
94050000	A1A	A1A / Ocean Drive	13.133	17.945	Fort Pierce	E			32	20		12			11 wood are FPL
94050000	A1A	A1A / Ocean Drive	13.133	17.945	Fort Pierce	W			81		35	46			45 wood are FPL
94050000	A1A	A1A/Ocean Drive	13.122	14.789	Fort Pierce	E & W			147					147	Decorative
94060000	A1A	A1A / N. Beach Cswy	0.510	1.528	Fort Pierce	E			3	3					
94060000	A1A	A1A / N. Beach Cswy	0.510	1.528	Fort Pierce	W			6		6				
94070000	68	Orange Avenue	19.698	21.869	Fort Pierce				176						
94100000	707	Citrus	0.000	0.557	Fort Pierce	E			4	4					
94100000	707	Citrus	0.000	0.557	Fort Pierce	W			7	1	4	2			
94005000	615	N/S 25th Street	2.496	3.75	Fort Pierce	E			12	12					alum. not FPL
94005000	615	N/S 25th Street	2.496	3.750	Fort Pierce	W			21	21					alum. not FPL

									997
Additional lighting	MP 16.356 and end at MP 17.028		77						77
	Mast Arm Lights		12						12
							Total		1086

Section No. 94010000, SR 5, US Highway 1, MP 13.86 +/-, 2 lights attached to mast arms on the east side of SR A1A and SR 5 intersection

1. Section No. 94010000, SR 5, US Highway 1, MP 13.66 +/-, 1 light attached to a mast arm on the east side of the intersection of Avenue D and SR 5
2. Section No. 94010000, SR 5, US Highway 1, MP 13.27 +/-, 1 light attached to a mast arm on the east side of the intersection of SR 68 and SR 5
3. Section No. 94010000, SR 5, US Highway 1, MP 13.27 +/-, 1 light attached to a mast arm on the west side of the intersection of SR 68 and SR 5
4. Section No. 94070000, SR 68, Orange Avenue, MP 21.72 +/-, 1 light attached to a mast arm on the north side of the intersection of 5th Street and SR 68

City Commission Regular Meeting - 6:00 pm

11. h.

Meeting Date: 07/06/2021

Re: 712 N 22nd Street - Lot Clearing Lien (REDEV) Reduction

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

SUBJECT:

Approve staff recommendation in response to request to reduce lot clearing fees in the amount of \$328.01 against 712 N 22nd Street, Fort Pierce, FL, Parcel ID# 2404-709-0050-000/7 owned by Eleanor Virgile, by waiving the interest and penalties in the amount of \$159.58, leaving a **balance due of \$168.00 payable in 60 days.**

SUMMARY:

Request by applicant to waive the interest and penalties in the amount of \$159.58, with an offer to pay the hard costs and administration fee totalling \$168.00 payable in 60 days.

RECOMMENDATION:

Staff recommends approving the applicant's request.

ALTERNATIVES:

Determine an alternate amount.

Deny the request.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of \$168.00 to the General Fund

Attachments

Property ID Card

Code Enforcement History Report

Financial Report

Reduction Request Application

Form Review

Inbox

City Manager

Form Started By: Peggy Arraiz

Reviewed By

Nick Mimms

Date

06/24/2021 02:39 PM

Started On: 06/16/2021 04:21 PM

Final Approval Date: 06/24/2021

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

Property Identification

Site Address: 712 N 22nd ST Parcel ID: 2404-709-0050-000-7 Account #: 17349 Sec/Town/Range: 04/35S/40E
 Map ID: 24/04S Zoning: SF Moderat Use Type: 0000 Jurisdiction: Fort Pierce

Ownership

Eleanor Y Virgile
 1458 N Lawnwood CIR Apt 26D
 Fort Pierce, FL 34950-4976

Legal Description

AUGUSTA S/D BLK 2 LOT 24 (OR 3899-2438)

Current Values

Just/Market: \$4,600 Assessed: \$2,640
 Exemptions: \$0 Taxable: \$2,640

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2020	\$4,600	\$2,640	\$0	\$2,640
2019	\$2,400	\$2,400	\$0	\$2,400
2018	\$2,200	\$2,200	\$0	\$2,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
08-09-2016	3899 / 2438	0111	TD	Sgarrini Walter W	\$0
10-15-2002	1625 / 2605	XX01	SP	JP Morgan Chase Bank	\$7,000
08-13-2002	1567 / 0315	XX01	CT	Cox Francina	\$100

Primary Building Information

Finished Area of this building: 0 SF
 Gross Sketched Area: 0 SF

Exterior Data		Interior Data	
View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: N/A
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:
Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image
 or
 Sketch
 unavailable
 for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.14
Land Size (SF):	6,204
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
------	-----	-------	----------

PROGRAM CE209L

ALL PARCEL CASES

CITY OF FT PIERCE BLDG & CODE DIVISION

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
2404-709-0050-000/7				
712 N 22ND ST	FT PIERCE	FL 34950		
96-00001797	PROPERTY MAINTENANCE	5/22/96	VOIDED	8/26/96
96-00001798	SCRAPS AND WASTES	5/22/96	VOIDED	8/26/96
96-00005191	PROPERTY MAINTENANCE	9/27/96	IN COMPLIANCE	5/14/97
96-00006468	SECURE BUILDING	11/08/96	IN COMPLIANCE	5/14/97
96-00006469	LOT CLEARING	11/08/96	IN COMPLIANCE	4/15/97
97-00004313	LOT CLEARING	7/27/97	IN COMPLIANCE	10/24/97
97-00006265	LOT CLEARING	9/25/97	IN COMPLIANCE	10/13/97
98-00000612	LOT CLEARING	1/22/98	IN COMPLIANCE	4/09/98
99-00001045	LOT CLEARING	3/04/99	IN COMPLIANCE	5/26/99
99-00002261	LOT CLEARING	5/26/99	IN COMPLIANCE	7/12/99
99-00006681	CODE ENFORCEMENT VIOLATION	12/28/99	IN COMPLIANCE	2/28/00
00-00002550	NUISANCE ABATEMENT	5/04/00	IN COMPLIANCE	4/24/01
00-00003182	LOT CLEARING	5/31/00	IN COMPLIANCE	4/24/01
00-00003183	STOR OF APPLIANCES W/DOORS	5/31/00	IN COMPLIANCE	5/08/02
00-00004340	CONDEMNATION (BLDG)	7/25/00	INVOLUNTARY COMPLIANCE	3/24/06
02-00000370	CODE ENFORCEMENT VIOLATION	9/18/02	IN COMPLIANCE	9/18/02
02-00006661	PROPERTY MAINTENANCE	1/14/02	IN COMPLIANCE	8/05/02
02-00006663	LOT CLEARING	1/14/02	IN COMPLIANCE	2/06/02
03-00001518	LOT CLEARING	5/07/03	IN COMPLIANCE	5/07/03
03-00001727	LOT CLEARING	5/23/03	IN COMPLIANCE	5/23/03
04-00002388	LOT CLEARING	9/23/04	IN COMPLIANCE	9/23/04
05-00001097	LOT CLEARING	4/27/05	CLOSED	9/02/10
05-00001118	CODE ENFORCEMENT VIOLATION	4/27/05	IN COMPLIANCE	9/02/10
06-00000307	LOT CLEARING	2/10/06	IN COMPLIANCE	9/17/08
06-00003902	LOT CLEARING	10/24/06	IN COMPLIANCE	6/18/07
07-00002003	LOT CLEARING	6/19/07	INVOLUNTARY COMPLIANCE	8/20/07
08-00000781	LOT CLEARING	2/26/08	INVOLUNTARY COMPLIANCE	4/09/08
10-00001618	LOT CLEARING	12/03/10	INVOLUNTARY COMPLIANCE	1/24/11
13-00001637	LOT CLEARING	8/23/13	INVOLUNTARY COMPLIANCE	12/10/13
14-00002497	SLUM & BLIGHT REMEDIATION	12/26/14	INVOLUNTARY COMPLIANCE	5/28/15
15-00000851	LOT CLEARING	6/09/15	INVOLUNTARY COMPLIANCE	9/14/15
16-00001957	LOT CLEARING	8/11/16	VOIDED	11/17/16
16-00002697	LOT CLEARING	11/22/16	IN COMPLIANCE	11/29/16
20-00000196	LOT CLEARING	1/16/20	Destruction Date	3/18/20

Peggy Arraiz

From: Dana Neville
Sent: Monday, June 21, 2021 4:10 PM
To: Peggy Arraiz
Subject: RE: amounts due 712 N 22nd St

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 6/21/21
Miscellaneous Receivables Inquiry 16:06:42

Customer ID . . . : 2645 Name: 712 N 22 ST VIRGILE
Last statement . . : 6/06/21 Addr: 240470900500007 VIRGILE
Last invoice . . . : 4/11/08 FT LAUDERDALE, FL 33315
Current balance . . : 328.01
Pending : .00 Status: A ACTIVE
Previous balance : 328.01 Type: 104 0000 115 02 00 LOT CL
Deposit balance . . : .00

Type options, press Enter. Open Activity
1=Select

Opt Code	Description	Total due
LC INT CHG 6%/YR REDEV		132.72
LC ADMIN REDEV		100.00
LOT CLEARING REDEV		68.43
LC PEN CHG OF .1% REDEV		26.86



THE SUNRISE CITY

FORT PIERCE

CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLITION LIEN

Date:	06/09/21			
Property address:	712 N 22 nd Street Fort Pierce, FL 34950			
Owner(s) of record:	Eleanor Virgile			
Mailing address:	1458 N Lawnwood Cir 26D Fort Pierce, FL 34950			
Property tax ID #:	2404 - 709 - 0050 - 00017			
Original purchase date:	08-09-16	Original purchase price:	\$ 3,000.02	
Property is used for:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Eleanor Virgile		Relationship to owner(s):	Self
Telephone #:	239-464-5038		Mobile phone #:	239-464-5038
E-mail:	mystics1941@yahoo.com		Preferred contact method:	Email
What are owner(s) intentions for property:	Have not decided			
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)	
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?	
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?	

City incurred charges (lot clearing, demolition, etc)

\$ 68.43

Administrative fees

\$ 100.00

Interest

\$ 127.68

Penalties

\$ 25.84

TOTAL AMOUNT DUE TO CITY

\$ 321.95

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ 153.95

DOLLAR AMOUNT I AGREE TO PAY

\$ 168.00

EVS
Signature of Owner or Representative

6/9/21
Date

Eleanor Virgile
Printed Name



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: 1712 N 22nd St Fort Pierce, FL

Property Owner: Eleanor Vicgite

Mailing Address: 1458 N Lawnwood Cir 26D Fort Pierce, FL 34950

Telephone #: N/A Cell Phone #: 239-464-5038

E-Mail Address: mystics1941@yahoo.com

Is the property in compliance? yes If no, please explain in the narrative of your request.

I, Eleanor V Virgile, 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:

These violations have occurred years before I came to the possession of the lot, when the original owner has abandoned the lot, not because of my negligence.

I bought the delinquent tax, not the lot itself. When the owner didn't pay, the city put the lot up for sale at auction. It was not sold - After paying \$3,000.00 to the city in tax fees, they handed me a tax deed certificate with not legal values. The original owner still own the lot with all the legal rights. All I have for myself are the expenses.

For 4 years I have maintained the lot up to code. The lot has finally been awarded to me recently. I have spent more money than it is worth now. I am not an investor.

Date: 6/9/21

Signed: EVS

Print Name: Eleanor Virgile

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public, State of Florida

I, Gleanor y Virgibe, 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:

nor that I am in Realstate business. When I Try to give the lot to charity or ganization they would not take it because of the liens on it.

I am a 60 year old woman without a job Right now, I cannot keep spending on a lot that has not prospect.

I am asking the city to please take into consideration my situation and make a fair decision in my favor.

Date: 6/9/21

Signed: [Signature]

Print Name: Gleanor Virgibe

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public, State of Florida

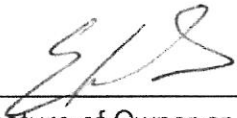
OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 1712 N 22nd Street Fort Pierce, FL 34950

I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

 6/9/21 Eleanor Virgile
Signature of Owner or Representative Date Printed Name

COFP - APPLICATION PROCESS DETERMINATION

Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

Margaret M. Arraiz 6/21/21 MARGARET M. ARRAIZ
City Representative Date Printed Name

City Commission Regular Meeting - 6:00 pm

11. i.

Meeting Date: 07/06/2021

Re: 712 N 22nd Street - Demolition Reduction Request

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

SUBJECT:

Approve staff recommendation in response to request to reduce demolition fees in the amount of \$9,444.88 against 712 N 22nd Street, Fort Pierce, FL, Parcel ID# 2404-709-0050-000/7 owned by Eleanor Virgile, by waiving the interest, penalties and a portion of the administrative costs in the amount of \$5,323.68, leaving a **balance due of \$4,121.20 payable in 120 days.** (The applicant is asking to waive interest, penalties, administration fees and a portion of the hard costs in the amount of \$6,444.88 leaving a balance due of \$3,000.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.)

SUMMARY:

Request by applicant to waive all soft costs including administrative fees, interest and penalties and a portion of the City incurred charges in the amount of \$6,444.88, with an offer to \$3,000.00.

RECOMMENDATION:

Staff recommends waiving the interest, penalties and a portion of the administrative costs in the amount of \$5,323.68, leaving a balance due of \$4,121.20 payable in 120 days. Included in this recommendation is retaining \$20.00 of the administration fees to cover the recording fees.

1 case = \$10.00 recording fees for recording original lien and \$10.00 recording fees for recording release of lien.

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of \$4,121.20 to the General Fund

Attachments

Code Enforcement History Report
Property ID Card
Financial Report
Reduction Request Application

Form Review

Inbox

City Manager

Form Started By: Peggy Arraiz

Final Approval Date: 06/24/2021

Reviewed By

Nick Mimms

Date

06/24/2021 02:40 PM

Started On: 06/22/2021 11:07 AM

PROGRAM CE209L

ALL PARCEL CASES

CITY OF FT PIERCE BLDG & CODE DIVISION

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
2404-709-0050-000/7				
712 N 22ND ST	FT PIERCE	FL 34950		
96-00001797	PROPERTY MAINTENANCE	5/22/96	VOIDED	8/26/96
96-00001798	SCRAPS AND WASTES	5/22/96	VOIDED	8/26/96
96-00005191	PROPERTY MAINTENANCE	9/27/96	IN COMPLIANCE	5/14/97
96-00006468	SECURE BUILDING	11/08/96	IN COMPLIANCE	5/14/97
96-00006469	LOT CLEARING	11/08/96	IN COMPLIANCE	4/15/97
97-00004313	LOT CLEARING	7/27/97	IN COMPLIANCE	10/24/97
97-00006265	LOT CLEARING	9/25/97	IN COMPLIANCE	10/13/97
98-00000612	LOT CLEARING	1/22/98	IN COMPLIANCE	4/09/98
99-00001045	LOT CLEARING	3/04/99	IN COMPLIANCE	5/26/99
99-00002261	LOT CLEARING	5/26/99	IN COMPLIANCE	7/12/99
99-00006681	CODE ENFORCEMENT VIOLATION	12/28/99	IN COMPLIANCE	2/28/00
00-00002550	NUISANCE ABATEMENT	5/04/00	IN COMPLIANCE	4/24/01
00-00003182	LOT CLEARING	5/31/00	IN COMPLIANCE	4/24/01
00-00003183	STOR OF APPLIANCES W/DOORS	5/31/00	IN COMPLIANCE	5/08/02
00-00004340	CONDEMNATION (BLDG)	7/25/00	INVOLUNTARY COMPLIANCE	3/24/06
02-00000370	CODE ENFORCEMENT VIOLATION	9/18/02	IN COMPLIANCE	9/18/02
02-00006661	PROPERTY MAINTENANCE	1/14/02	IN COMPLIANCE	8/05/02
02-00006663	LOT CLEARING	1/14/02	IN COMPLIANCE	2/06/02
03-00001518	LOT CLEARING	5/07/03	IN COMPLIANCE	5/07/03
03-00001727	LOT CLEARING	5/23/03	IN COMPLIANCE	5/23/03
04-00002388	LOT CLEARING	9/23/04	IN COMPLIANCE	9/23/04
05-00001097	LOT CLEARING	4/27/05	CLOSED	9/02/10
05-00001118	CODE ENFORCEMENT VIOLATION	4/27/05	IN COMPLIANCE	9/02/10
06-00000307	LOT CLEARING	2/10/06	IN COMPLIANCE	9/17/08
06-00003902	LOT CLEARING	10/24/06	IN COMPLIANCE	6/18/07
07-00002003	LOT CLEARING	6/19/07	INVOLUNTARY COMPLIANCE	8/20/07
08-00000781	LOT CLEARING	2/26/08	INVOLUNTARY COMPLIANCE	4/09/08
10-00001618	LOT CLEARING	12/03/10	INVOLUNTARY COMPLIANCE	1/24/11
13-00001637	LOT CLEARING	8/23/13	INVOLUNTARY COMPLIANCE	12/10/13
14-00002497	SLUM & BLIGHT REMEDIATION	12/26/14	INVOLUNTARY COMPLIANCE	5/28/15
15-00000851	LOT CLEARING	6/09/15	INVOLUNTARY COMPLIANCE	9/14/15
16-00001957	LOT CLEARING	8/11/16	VOIDED	11/17/16
16-00002697	LOT CLEARING	11/22/16	IN COMPLIANCE	11/29/16
20-00000196	LOT CLEARING	1/16/20	Destruction Date	3/18/20

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

Property Identification

Site Address: 712 N 22nd ST Parcel ID: 2404-709-0050-000-7 Account #: 17349 Sec/Town/Range: 04/35S/40E
 Map ID: 24/04S Zoning: SF Moderat Use Type: 0000 Jurisdiction: Fort Pierce

Ownership

Eleanor Y Virgile
 1458 N Lawnwood CIR Apt 26D
 Fort Pierce, FL 34950-4976

Legal Description

AUGUSTA S/D BLK 2 LOT 24 (OR 3899-2438)

Current Values

Just/Market: \$4,600 Assessed: \$2,640
 Exemptions: \$0 Taxable: \$2,640

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2020	\$4,600	\$2,640	\$0	\$2,640
2019	\$2,400	\$2,400	\$0	\$2,400
2018	\$2,200	\$2,200	\$0	\$2,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
08-09-2016	3899 / 2438	0111	TD	Sgarrini Walter W	\$0
10-15-2002	1625 / 2605	XX01	SP	JP Morgan Chase Bank	\$7,000
08-13-2002	1567 / 0315	XX01	CT	Cox Francina	\$100

Primary Building Information

Finished Area of this building: 0 SF
 Gross Sketched Area: 0 SF

Exterior Data		Interior Data	
View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: N/A
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:
Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.14
Land Size (SF):	6,204
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
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Peggy Arraiz

From: Dana Neville
Sent: Monday, June 21, 2021 4:10 PM
To: Peggy Arraiz
Subject: RE: amounts due 712 N 22nd St

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 6/21/21
Miscellaneous Receivables Inquiry 16:06:09

Customer ID . . . : 2645 Name: 712 N 22 ST VIRGILE
Last statement . : 6/06/21 Addr: 240470900500007 VIRGILE
Last invoice . . : 2/25/04
Current balance . : 9,444.88
Pending : .00 Status: A ACTIVE
Previous balance : 9,444.88 Type: 001 0000 115 03 00 DEMO
Deposit balance . : .00
Type options, press Enter. Open Activity
1=Select

Opt Code Description	Total due
DEMOLITION	4101.20
ADMINISTRATION/DEMO	100.00
DM INTEREST CHARGE 6%/YR	4370.08
DM PENALTY CHARGES OF .1%	873.60

Hc = 4101.20
Recording fees = \$20.00

4121.20

9444.88
- 4121.20

5323.68 IPA
to be waived



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: 1712 N 22nd St Fort Pierce, FL
Property Owner: Eleanor Vicgite
Mailing Address: 1458 N Lawnwood Cir 26D Fort Pierce, FL 34950
Telephone #: N/A Cell Phone #: 239-464-5038
E-Mail Address: mystics1941@yahoo.com
Is the property in compliance? YES If no, please explain in the narrative of your request.

I, Eleanor V Virgile, 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:

These violations have occurred years before I came to the possession of the lot, when the original owner has abandoned the lot, not because of my negligence.

I bought the delinquent tax, not the lot itself. When the owner didn't pay, the city put the lot up for sale at auction. It was not sold - After paying \$3,000.00 to the city in tax fees. They handed me a tax deed certificate with not legal values. The original owner still own the lot with all the legal rights. All I have for myself are the expenses.

For 4 years I have maintained the lot up to code. The lot has finally been awarded to me recently. I have spent more money than it is worth now. I am not an investor.

Date: 6/9/21

Signed: *EVS*

Print Name: Eleanor Virgile

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public, State of Florida

I, Gleanor y Virgibe, 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:

nor that I am in Realstate business. When I Try to give the lot to charity organization they would not take it because of the liens on it.

I am a 60 year old woman without a job Right now, I cannot keep spending on a lot that has not prospect.

I am asking the city to please take into Consideration my situation and make a fair decision in my favor.

Date: 6/9/21

Signed: [Signature]

Print Name: Gleanor Virgibe

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 1712 N 22nd Street Fort Pierce, FL 34950

I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.


I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

 6/9/21 Eleanor Virgile
Signature of Owner or Representative Date Printed Name

COFP – APPLICATION PROCESS DETERMINATION

Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

 6/21/21 MARGARET M. ARRAIZ
City Representative Date Printed Name

City Commission Regular Meeting - 6:00 pm

11. j.

Meeting Date: 07/06/2021

Re: 712 N 22nd Street - Lot Clearing Lien Reduction

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

SUBJECT:

Approve staff recommendation in response to request to reduce lot clearing fees in the amount of \$1,368.40 against 712 N 22nd Street, Fort Pierce, FL, Parcel ID# 2404-709-0050-000/7 owned by Eleanor Virgile, by waiving the interest, penalties and a portion of the administrative costs in the amount of \$936.54, leaving a **balance due of \$431.86 payable in 60 days**. (The applicant is asking to waive the interest, penalties and almost all the administration fees in the amount of \$1,030.40 leaving a balance due of \$338.00 payable in 60 days, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.)

SUMMARY:

Request by the applicant to waive the interest, penalties and all but \$6.41 of the administration fees. Total requesting to be waived is \$1,030.40 leaving a balance due of \$338.00 payable in 60 days.

RECOMMENDATION:

Staff recommends waiving the interest, penalties and a portion of the administrative costs in the amount of \$936.54, leaving a balance due of \$431.86 payable in 60 days. Included in this recommendation is retaining \$100.00 of the administration fees to cover the recording fees.

Five (5) cases = \$50.00 recording fees for recording original lien and \$50.00 recording fees for recording release of lien.

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of \$431.86 to the General Fund

Attachments

Property ID Card
Code Enforcement History Report
Financial Report
Reduction Request Application

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	06/22/2021 11:05 AM
City Manager	Nick Mimms	06/24/2021 02:40 PM
Form Started By: Peggy Arraiz		Started On: 06/21/2021 06:22 PM
Final Approval Date: 06/24/2021		

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

Property Identification

Site Address: 712 N 22nd ST Parcel ID: 2404-709-0050-000-7 Account #: 17349 Sec/Town/Range: 04/35S/40E
 Map ID: 24/04S Zoning: SF Moderat Use Type: 0000 Jurisdiction: Fort Pierce

Ownership

Eleanor Y Virgile
 1458 N Lawnwood CIR Apt 26D
 Fort Pierce, FL 34950-4976

Legal Description

AUGUSTA S/D BLK 2 LOT 24 (OR 3899-2438)

Current Values

Just/Market: \$4,600 Assessed: \$2,640
 Exemptions: \$0 Taxable: \$2,640

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2020	\$4,600	\$2,640	\$0	\$2,640
2019	\$2,400	\$2,400	\$0	\$2,400
2018	\$2,200	\$2,200	\$0	\$2,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
08-09-2016	3899 / 2438	0111	TD	Sgarrini Walter W	\$0
10-15-2002	1625 / 2605	XX01	SP	JP Morgan Chase Bank	\$7,000
08-13-2002	1567 / 0315	XX01	CT	Cox Francina	\$100

Primary Building Information

Finished Area of this building: 0 SF
 Gross Sketched Area: 0 SF

Exterior Data		Interior Data	
View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: N/A
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:
Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image
 or
 Sketch
 unavailable
 for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.14
Land Size (SF):	6,204
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
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PROGRAM CE209L

ALL PARCEL CASES

CITY OF FT PIERCE BLDG & CODE DIVISION

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
2404-709-0050-000/7				
712 N 22ND ST	FT PIERCE	FL 34950		
96-00001797	PROPERTY MAINTENANCE	5/22/96	VOIDED	8/26/96
96-00001798	SCRAPS AND WASTES	5/22/96	VOIDED	8/26/96
96-00005191	PROPERTY MAINTENANCE	9/27/96	IN COMPLIANCE	5/14/97
96-00006468	SECURE BUILDING	11/08/96	IN COMPLIANCE	5/14/97
96-00006469	LOT CLEARING	11/08/96	IN COMPLIANCE	4/15/97
97-00004313	LOT CLEARING	7/27/97	IN COMPLIANCE	10/24/97
97-00006265	LOT CLEARING	9/25/97	IN COMPLIANCE	10/13/97
98-00000612	LOT CLEARING	1/22/98	IN COMPLIANCE	4/09/98
99-00001045	LOT CLEARING	3/04/99	IN COMPLIANCE	5/26/99
99-00002261	LOT CLEARING	5/26/99	IN COMPLIANCE	7/12/99
99-00006681	CODE ENFORCEMENT VIOLATION	12/28/99	IN COMPLIANCE	2/28/00
00-00002550	NUISANCE ABATEMENT	5/04/00	IN COMPLIANCE	4/24/01
00-00003182	LOT CLEARING	5/31/00	IN COMPLIANCE	4/24/01
00-00003183	STOR OF APPLIANCES W/DOORS	5/31/00	IN COMPLIANCE	5/08/02
00-00004340	CONDEMNATION (BLDG)	7/25/00	INVOLUNTARY COMPLIANCE	3/24/06
02-00000370	CODE ENFORCEMENT VIOLATION	9/18/02	IN COMPLIANCE	9/18/02
02-00006661	PROPERTY MAINTENANCE	1/14/02	IN COMPLIANCE	8/05/02
02-00006663	LOT CLEARING	1/14/02	IN COMPLIANCE	2/06/02
03-00001518	LOT CLEARING	5/07/03	IN COMPLIANCE	5/07/03
03-00001727	LOT CLEARING	5/23/03	IN COMPLIANCE	5/23/03
04-00002388	LOT CLEARING	9/23/04	IN COMPLIANCE	9/23/04
05-00001097	LOT CLEARING	4/27/05	CLOSED	9/02/10
05-00001118	CODE ENFORCEMENT VIOLATION	4/27/05	IN COMPLIANCE	9/02/10
06-00000307	LOT CLEARING	2/10/06	IN COMPLIANCE	9/17/08
06-00003902	LOT CLEARING	10/24/06	IN COMPLIANCE	6/18/07
07-00002003	LOT CLEARING	6/19/07	INVOLUNTARY COMPLIANCE	8/20/07
08-00000781	LOT CLEARING	2/26/08	INVOLUNTARY COMPLIANCE	4/09/08
10-00001618	LOT CLEARING	12/03/10	INVOLUNTARY COMPLIANCE	1/24/11
13-00001637	LOT CLEARING	8/23/13	INVOLUNTARY COMPLIANCE	12/10/13
14-00002497	SLUM & BLIGHT REMEDIATION	12/26/14	INVOLUNTARY COMPLIANCE	5/28/15
15-00000851	LOT CLEARING	6/09/15	INVOLUNTARY COMPLIANCE	9/14/15
16-00001957	LOT CLEARING	8/11/16	VOIDED	11/17/16
16-00002697	LOT CLEARING	11/22/16	IN COMPLIANCE	11/29/16
20-00000196	LOT CLEARING	1/16/20	Destruction Date	3/18/20

Peggy Arraiz

From: Dana Neville
Sent: Monday, June 21, 2021 4:10 PM
To: Peggy Arraiz
Subject: RE: amounts due 712 N 22nd St

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 6/21/21
Miscellaneous Receivables Inquiry 16:06:27

Customer ID . . . : 2645 Name: 712 N 22 ST VIRGILE
Last statement . : 6/06/21 Addr: 240470900500007 VIRGILE
Last invoice . . : 9/10/15 FT LAUDERDALE, FL 33315
Current balance . : 1,368.40
Pending : .00 Status: A ACTIVE
Previous balance : 1,368.40 Type: 001 0000 115 02 00 LC
Deposit balance . : .00

Type options, press Enter. Open Activity
1=Select

Opt Code	Description	Total due
LC INTEREST CHARGE 6%/YR		446.85
LOT CLEARING ADMIN FEE	(5)	500.00
LOT CLEARING		68.43
LOT CLEARING		263.43
LC PENALTY CHARGES OF .1%		89.69

*HC 68.43
HC 263.43
Recording x 10 100.00

431.86*

*1368.40
- 431.86

936.54 IPA to
be waived*

*1368.40
- 338.00

1030.40*



**REQUEST FOR A REDUCTION OR RESCINDMENT OF
 LOT CLEARING OR DEMOLITION LIEN**

Date:	06/09/21			
Property address:	712 N 22 nd Street Fort Pierce, FL 34950			
Owner(s) of record:	Eleanor Virgile			
Mailing address:	1458 N LANNWOOD CIR 26D Fort Pierce, FL 34950			
Property tax ID #:	2404-709-0050-00017			
Original purchase date:	08-09-16	Original purchase price:	3,000.02	
Property is used for:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Eleanor Virgile		Relationship to owner(s):	Self
Telephone #:	239-464-5038		Mobile phone #:	239-464-5038
E-mail:	mystics1941@yahoo.com		Preferred contact method:	Email
What are owner(s) intentions for property:	Have not decided			
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)	
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?	
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?	

City incurred charges (lot clearing, demolition, etc)	\$ 331.86
Administrative fees	\$ 500.00
Interest	\$ 421.83
Penalties	\$ 84.65
TOTAL AMOUNT DUE TO CITY	\$ 1,338.84
DOLLAR AMOUNT REQUESTING TO BE WAIVED (1,030.40)	\$ 1,000.84
DOLLAR AMOUNT I AGREE TO PAY	\$ 338.00


 Signature of Owner or Representative

6/9/21
 Date

Eleanor Virgile
 Printed Name



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: 1712 N 22nd St Fort Pierce, FL
Property Owner: Eleanor Vicgite
Mailing Address: 1458 N Lawnwood Cir 26D Fort Pierce, FL 34950
Telephone #: N/A Cell Phone #: 239-464-5038
E-Mail Address: mystics1941@yahoo.com
Is the property in compliance? yes If no, please explain in the narrative of your request.

I, Eleanor V Virgile, 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:

These violations have occurred years before I came to the possession of the lot, when the original owner has abandoned the lot, not because of my negligence.

I bought the delinquent tax, not the lot itself. When the owner didn't pay, the city put the lot up for sale at auction. It was not sold - After paying \$3,000.00 to the city in tax fees, they handed me a tax deed certificate with not legal values. The original owner still own the lot with all the legal rights. All I have for myself are the expenses.

For 4 years I have maintained the lot up to code. The lot has finally been awarded to me recently. I have spent more money than it is worth now. I am not an investor →

Date: 6/9/21

Signed: *EVS*

Print Name: Eleanor Virgile

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

[Handwritten signature of Notary Public]

Notary Public, State of Florida

I, Gleanor Y Virgile, 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:

nor that I am in Realstate business. When I Try to give the lot to charity or ganization they would not take it because of the liens on it.

I am a 60 year old woman without a job Right now, I cannot keep spending on a lot that has not prospect.

I am asking the city to please take into consideration my situation and make a fair decision in my favor.

Date:

6/9/21

Signed:

[Signature]

Print Name:

Gleanor Virgile

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 1712 N 22nd Street Fort Pierce, FL 34950

I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

 6/19/21 Eleanor Virgile
Signature of Owner or Representative Date Printed Name

COFP – APPLICATION PROCESS DETERMINATION

Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

 6/21/21 MARGARET M. ARCAIZ
City Representative Date Printed Name

City Commission Regular Meeting - 6:00 pm

11. k.

Meeting Date: 07/06/2021

Re: TBD Ave G - Lot Clearing Reduction Request

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

SUBJECT:

Approve staff recommendation in response to request to reduce lot clearing fees in the amount of \$11,518.51 against TBD Avenue G, Fort Pierce, FL, Parcel ID# 2404-814-0019-000/1 owned by Victoria E Young, by waiving the interest, penalties and a portion of the administrative costs in the amount of 5,943.55, leaving a **balance due of \$5,574.96 payable in 60 days.** (The applicant/proposed buyer Kaleel Coker, is asking to waive interest, penalties, administrative fees and portion of the hard costs in the amount of \$9,018.51 leaving a balance due of \$2,500.00 payable in 60 days, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.)

SUMMARY:

Request by applicant / proposed buyer Kaleel Coker, to waive administrative fees, interest, penalties and a portion of the City incurred charges, in the amount of \$9,018.51 leaving a balance due of \$2,500.00 payable in 60 days.

RECOMMENDATION:

Staff recommends waiving a portion of the administrative fees, interest and penalties only in the amount of \$5,943.55, leaving a balance due of \$5,574.96 payable in 60 days. This recommendation includes retaining a portion of the administration fees in the amount of \$660.00.

33 Lot Clearing Cases - \$330.00 for recording of original lien and \$330.00 for recording of release of lien.

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of \$5,574.96 to the General Fund

Attachments

Property ID Card
Code Enforcement History Report
Reduction Request Application
Financial Report

Form Review

Inbox

City Manager

Form Started By: Peggy Arraiz

Final Approval Date: 06/24/2021

Reviewed By

Nick Mimms

Date

06/24/2021 02:41 PM

Started On: 06/22/2021 04:19 PM

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

Property Identification

Site Address: TBD
Sec/Town/Range: 04/35S/40E
Parcel ID: 2404-814-0019-000-1
Jurisdiction: Fort Pierce

Use Type: 0000
Account #: 17921
Map ID: 24/04S
Zoning: Medium Den

Ownership

Victoria E Young
2182 NW 86th Terr
Miami, FL 33147

Legal Description

LINCOLN HTS. BLK 2 LOTS 10 AND 11

Current Values

Just/Market Value: \$6,200
Assessed Value: \$3,115
Exemptions: \$0
Taxable Value: \$3,115



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): 10,278

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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PROGRAM CE209L

ALL ADDRESS CASES

CITY OF FT PIERCE BLDG & CODE DIVISION

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
2404-814-0019-000/1				
1409 AVENUE G	FT PIERCE	FL 34950		
90-00000393	LOT CLEARING	5/31/90	IN COMPLIANCE	10/25/94
90-00001353	LOT CLEARING	8/27/90	INVOLUNTARY COMPLIANCE	10/25/94
90-00002067	LOT CLEARING	12/03/90	INVOLUNTARY COMPLIANCE	10/25/94
91-00000482	LOT CLEARING	3/26/91	INVOLUNTARY COMPLIANCE	10/25/94
91-00001169	LOT CLEARING	6/03/91	INVOLUNTARY COMPLIANCE	10/25/94
91-00002161	LOT CLEARING	9/23/91	INVOLUNTARY COMPLIANCE	10/25/94
92-00000425	LOT CLEARING	3/16/92	INVOLUNTARY COMPLIANCE	10/25/94
92-00001603	LOT CLEARING	9/01/92	INVOLUNTARY COMPLIANCE	11/18/92
93-00000105	LOT CLEARING	1/28/93	INVOLUNTARY COMPLIANCE	10/25/94
93-00000614	LOT CLEARING	6/09/93	INVOLUNTARY COMPLIANCE	8/30/93
93-00001450	LOT CLEARING	9/21/93	INVOLUNTARY COMPLIANCE	11/23/93
94-00000370	LOT CLEARING	2/24/94	INVOLUNTARY COMPLIANCE	10/25/94
94-00001084	LOT CLEARING	6/28/94	INVOLUNTARY COMPLIANCE	11/07/94
94-00001885	LOT CLEARING	11/15/94	INVOLUNTARY COMPLIANCE	6/07/95
95-00001626	LOT CLEARING	6/23/95	IN COMPLIANCE	8/07/95
95-00002465	LOT CLEARING	9/27/95	VOIDED	4/03/96
96-00002076	LOT CLEARING	6/04/96	IN COMPLIANCE	6/24/96
96-00004168	LOT CLEARING	8/26/96	VOIDED	9/20/96
96-00006176	LOT CLEARING	10/30/96	IN COMPLIANCE	11/27/96
97-00001459	LOT CLEARING	3/15/97	INVOLUNTARY COMPLIANCE	5/21/97
97-00001935	LOT CLEARING	4/11/97	VOIDED	4/14/97
97-00002590	LOT CLEARING	5/22/97	IN COMPLIANCE	7/07/97
97-00004566	LOT CLEARING	8/05/97	IN COMPLIANCE	8/21/97
97-00005233	LOT CLEARING	8/25/97	IN COMPLIANCE	10/03/97
97-00006372	MISC. COMPLAINTS	9/29/97	IN COMPLIANCE	10/16/97
97-00008310	LOT CLEARING	11/21/97	IN COMPLIANCE	12/22/97
98-00001228	LOT CLEARING	2/12/98	IN COMPLIANCE	4/06/98
98-00001245	ABANDONED VEHICLE	2/13/98	INVOLUNTARY COMPLIANCE	3/26/98
98-00004876	LOT CLEARING	7/16/98	IN COMPLIANCE	8/07/98
98-00006144	LOT CLEARING	9/15/98	INVOLUNTARY COMPLIANCE	12/15/98
98-00008027	LOT CLEARING	12/30/98	IN COMPLIANCE	1/14/99
99-00001693	LOT CLEARING	4/19/99	IN COMPLIANCE	5/17/99
99-00002659	LOT CLEARING	6/18/99	IN COMPLIANCE	7/20/99
99-00005687	LOT CLEARING	10/28/99	IN COMPLIANCE	2/10/00
00-00002729	LOT CLEARING	5/16/00	IN COMPLIANCE	7/31/00
00-00004736	LOT CLEARING	8/02/00	IN COMPLIANCE	10/10/00
00-00006419	NUISANCE ABATEMENT	10/26/00	INVOLUNTARY COMPLIANCE	12/22/00
01-00002041	MISCELLANEOUS	4/24/01	INVOLUNTARY COMPLIANCE	5/23/01
01-00004021	NUISANCE ABATEMENT	7/12/01	INVOLUNTARY COMPLIANCE	8/23/01
01-00006237	LOT CLEARING	11/19/01	INVOLUNTARY COMPLIANCE	12/14/01
02-00001510	CODE ENFORCEMENT VIOLATION	12/16/02	INVOLUNTARY COMPLIANCE	12/16/02
02-00010754	LOT CLEARING	7/23/02	INVOLUNTARY COMPLIANCE	8/20/02
03-00001491	LOT CLEARING	5/07/03	INVOLUNTARY COMPLIANCE	5/07/03
03-00003067	LOT CLEARING	8/14/03	INVOLUNTARY COMPLIANCE	8/14/03
03-00004416	LOT CLEARING	11/25/03	INVOLUNTARY COMPLIANCE	11/25/03
07-00001193	LOT CLEARING	3/29/07	IN COMPLIANCE	4/19/07
07-00002697	LOT CLEARING	7/26/07	INVOLUNTARY COMPLIANCE	11/14/07
08-00000267	LOT CLEARING	1/15/08	INVOLUNTARY COMPLIANCE	2/11/08
08-00002564	LOT CLEARING	7/24/08	INVOLUNTARY COMPLIANCE	9/02/08
09-00000904	LOT CLEARING	4/21/09	INVOLUNTARY COMPLIANCE	6/09/09
13-00001543	LOT CLEARING	8/22/13	INVOLUNTARY COMPLIANCE	12/13/13
15-00001517	LOT CLEARING	9/08/15	INVOLUNTARY COMPLIANCE	2/11/16

PROGRAM CE209L
CITY OF FT PIERCE BLDG & CODE DIVISION

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
2404-814-0019-000/1				
1409 AVENUE G	FT PIERCE	FL 34950		
16-00001465	LOT CLEARING	6/14/16	DESTROYED/DISPOSED	2/17/21
16-00002707	LOT CLEARING	11/22/16	INVOLUNTARY COMPLIANCE	1/10/17
17-00000581	LOT CLEARING	3/16/17	DESTROYED/DISPOSED	2/17/21
17-00001179	LOT CLEARING	6/05/17	INVOLUNTARY COMPLIANCE	10/03/17
18-00000432	LOT CLEARING	2/10/18	IN COMPLIANCE	5/09/18
19-00003194	LOT CLEARING	11/21/19	INVOLUNTARY COMPLIANCE	10/22/20
21-00000343	LOT CLEARING	2/09/21	ACTIVE	2/09/21



**REQUEST FOR A REDUCTION OR RESCINDMENT OF
LOT CLEARING OR DEMOLITION LIEN**

Date:	5/27/2021		
Property address:	TBD Avenue G		
Owner(s) of record:	Victoria E. Young		
Mailing address:	10101 NW 26th Ave Near, Miami FL 33147		
Property tax ID #:	2420-814-0019-0001		
Original purchase date:		Original purchase price:	
Property is used for:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Kaleel Coker	Relationship to owner(s)	None
Telephone #:	954 410 5505	Mobile phone #:	954
E-mail:	KCOKER2456@gmail.com	Preferred contact method:	
What are owner(s) intentions for property:	For Development		
Are there current code violations?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Explain: (please attached notice) Abatement see attached
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?
Is property under contract for sale?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is the sale price? \$2500

City incurred charges (lot clearing, demolition, etc) \$ _____
 Administrative fees \$ _____
 Interest \$ _____
 Penalties \$ _____
TOTAL AMOUNT DUE TO CITY \$ _____
DOLLAR AMOUNT REQUESTING TO BE WAIVED \$ _____
DOLLAR AMOUNT I AGREE TO PAY \$ 2500.00

Signature of Owner or Representative

6/9/21
Date

Kaleel Coker
Printed Name



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.

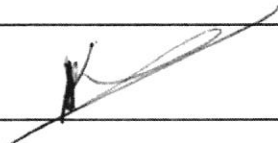
Property Address: Ave G - Address To be Determined
 Property Owner: Victoria Young
 Mailing Address: 10101 NW 26th Ave Rear, Miami, FL 33147
 Telephone #: _____ Cell Phone #: _____
 E-Mail Address: _____

Is the property in compliance? NO If no, please explain in the narrative of your request.

I, Kaleel A. Coker, 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:

I am purchasing the property from Ms. Victoria young (Property owner) with the hope of building a home on the property. I am seeking a reduction on the fines in order close on the property with a clear title.

Date: 6/9/21

Signed: 

Print Name: Kaleel Coker

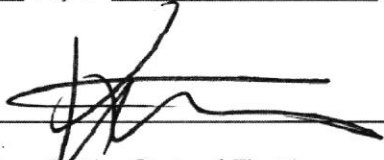
STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Kaleel Coker 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 9th day of June, 2021.




Notary Public, State of Florida


OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: TBD Ave G 2420-814-0019-000-1 ^{Tax ID#}

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.

 6/19/21 Kaleel Coker
Signature of Owner or Representative Date Printed Name

COFP - APPLICATION PROCESS DETERMINATION

Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

 6/22/21 MARGARET M. ARPAIZ
City Representative Date Printed Name

Katherine Calderon

From: Dana Neville
Sent: Tuesday, May 4, 2021 9:52 AM
To: Peggy Arraiz; Katherine Calderon
Subject: RE: 20906 - TBD Ave. G

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 5/04/21
Miscellaneous Receivables Inquiry 09:46:06

Customer ID . . . : 342 Name: 1401-1403 AV G YOUNG
Last statement . : 5/07/21 Addr: 240481400190001 YOUNG
Last invoice . . : 9/18/08 MIAMI, FL 33177-4363
Current balance . : 723.83
Pending : .00 Status: A ACTIVE
Previous balance : 723.83 Type: 104 0000 115 02 00 LOT CL
Deposit balance . : .00

Type options, press Enter. Open Activity
1=Select

Opt Code Description	Total due
LC INT CHG 6%/YR REDEV	278.85
LC ADMIN REDEV	200.00
LOT CLEARING REDEV	189.21
LC PEN CHG OF .1% REDEV	55.77

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 5/04/21
Miscellaneous Receivables Inquiry 09:49:08

Customer ID . . . : 342 Name: 1401-1403 AV G YOUNG
Last statement . : 5/07/21 Addr: 240481400190001 YOUNG
Last invoice . . : 10/26/20 MIAMI, FL 33177-4363
Current balance . : 10,794.68
Pending : .00 Status: A ACTIVE
Previous balance : 10,794.68 Type: 001 0000 115 02 00 LC
Deposit balance . : .00

Type options, press Enter. Open Activity
1=Select

Opt Code Description	Total due
LC FILING FEES/LOT CLEARING	37.66
LC INTEREST CHARGE 6%/YR	4071.51
LOT CLEARING ADMIN FEE	1410.20
LOT CLEARING	3468.30
LOT CLEARING	997.45
LC PENALTY CHARGES OF .1%	809.56

HC 4914.96
33 LC cases - @ \$20. = each
for recording fees =
660. -
5574.96

City Commission Regular Meeting - 6:00 pm

11. I.

Meeting Date: 07/06/2021

Re: 1130 Avenue F - Lot Clearing Reduction Request

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

SUBJECT:

Approve staff recommendation in response to request to reduce lot clearing fees in the amount of \$3888.98 against 1130 Avenue F, Fort Pierce, FL, Parcel ID# 2404-443-0033-000/7 owned by BCAG LLC, by waiving the interest, penalties and a portion of the administrative costs in the amount of \$2,364.59, leaving a **balance due of \$1,524.39 payable in 30 days.**

SUMMARY:

Request by applicant to waive interest, penalties and a portion of the administration fees in the amount of \$2,364.59, leaving a balance due of \$1,524.39.

RECOMMENDATION:

Staff recommends approving the applicant's offer of \$1,524.39 to settle the lot clearing liens in the amount of \$3,888.98. The applicant's offer includes retaining \$140.00 of the administration fees to cover the recording fees.

7 cases = \$70.00 recording fees for recording original lien and \$70.00 recording fees for recording release of lien.

ALTERNATIVES:

Deny the applicant's request
Determine an alternate amount

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of \$1,524.39 to the General Fund

Attachments

Reduction Request Application
Property ID Card
Code Enforcement History Report
Financial Report

Form Review

Inbox

City Manager

Form Started By: Peggy Arraiz

Final Approval Date: 06/24/2021

Reviewed By

Nick Mimms

Date

06/24/2021 02:42 PM

Started On: 06/24/2021 10:51 AM



**REQUEST FOR A REDUCTION OR RESCINDMENT OF
LOT CLEARING OR DEMOLITION LIEN**

Date:	6/23/21			
Property address:	1130 Avenue F			
Owner(s) of record:	BCAG			
Mailing address:	2210 S. 34 th Street			
Property tax ID #:	2404-443-0033-000-7			
Original purchase date:	4-20-09	Original purchase price:	\$ 100.00	
Property is used for:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Brian Celencki		Relationship to owner(s):	owner
Telephone #:	772-940-3351	Mobile phone #:	954-557-4604	
E-mail:	FP.Rental.office@gmail.com		Preferred contact method:	mobile
What are owner(s) intentions for property:	build single family house			
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)	
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?	
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?	

City incurred charges (lot clearing, demolition, etc)	\$ 1,384.39
Administrative fees	\$ 700
Interest	\$ 1467.04
Penalties	\$ 337.55
TOTAL AMOUNT DUE TO CITY	\$ 3888.98
DOLLAR AMOUNT REQUESTING TO BE WAIVED	\$ 2,364.59
DOLLAR AMOUNT I AGREE TO PAY	\$ 1,524.38

Signature of Owner or Representative

6-23-21

Date

Brian Celencki

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.

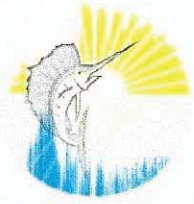
The Department shall forward the request to the Special Magistrate or Code Enforcement Board if additional review is required, if a hearing is specifically requested or in the best interest of the City. The Department and Requestor may enter into an agreement to settle the Lien reduction. Any written 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.



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: 1130 Ave. F

Property Owner: BCAG, LLC

Mailing Address: 2210 S. 34th Street

Telephone #: 772-940-3351 Cell Phone #: 954-557-4604

E-Mail Address: FP.Rental.Office@gmail.com

Is the property in compliance? yes If no, please explain in the narrative of your request.

I, Brian Celencki, 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:

The property was purchased in 2009 Always maintained
the liens ARE from previous owners.

Date: 6-23-21

Signed: 

Print Name: Brian Celencki

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 1130 AVENUE F

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

6/23/21

Date

Brian Celenski

Printed Name

COFP - APPLICATION PROCESS DETERMINATION

Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

City Representative

Date

Printed Name

Property Identification

Site Address: 1130 Avenue F
Sec/Town/Range: 04/35S/40E
Parcel ID: 2404-443-0033-000-7
Jurisdiction: Fort Pierce

Use Type: 0000
Account #: 16352
Map ID: 24/04S
Zoning: Medium Den

Ownership

BCAG LLC
2210 S 34th ST
Fort Pierce, FL 34947

Legal Description

4 35 40 E 134 FT OF FOL: BEG 330 FT N AND 410 FT E OF SE COR OF SW 1/4 OF SE 1/4, TH E 250 FT, TH N 65 FT, TH W 250 FT, TH S 65 FT TO POB (OR 3004-883: 3017-1394: 3086-397)

Current Values

Just/Market Value:	\$5,600
Assessed Value:	\$3,190
Exemptions:	\$0
Taxable Value:	\$3,190



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):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.2
Land Size (SF):	8,710

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

Taxes for this parcel: [SLC Tax Collector's Office](#)
Download TRIM for this parcel: [Download PDF](#)

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

Property Identification

Site Address: 1130 Avenue F
Sec/Town/Range: 04/35/40E
Parcel ID: 2404-443-0033-000-7
Jurisdiction: Fort Pierce

Use Type: 0000
Account #: 16352
Map ID: 24/04S
Zoning: Medium Den

Ownership

BCAG LLC
2210 S 34th ST
Fort Pierce, FL 34947

Legal Description

4 35 40 E 134 FT OF FOL: BEG 330 FT N AND 410 FT E OF SE COR OF SW 1/4 OF SE 1/4, TH E 250 FT, TH N 65 FT, TH W 250 FT, TH S 65 FT TO POB (OR 3004-883: 3017-1394: 3086-397)

Current Values

Just/Market Value: \$5,600
Assessed Value: \$3,190
Exemptions: \$0
Taxable Value: \$3,190



Total Areas

Finished/Under Air (SF): 0
Gross Sketched Area (SF): 0
Land Size (acres): 0.2
Land Size (SF): 8,710

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.

Building Design Wind

Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

Taxes for this parcel: [SLC Tax Collector's Office](#)
Download TRIM for this parcel: [Download PDF](#)

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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PROGRAM CE209L

ALL PARCEL CASES

CITY OF FT PIERCE BLDG & CODE DIVISION

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
2404-443-0033-000/7				
1130 AVENUE F	FT PIERCE	FL 34950		
91-00002340	LOT CLEARING	10/08/91	IN COMPLIANCE	0/00/00
91-00002353	CODE ENFORCEMENT VIOLATION	10/08/91	IN COMPLIANCE	0/00/00
92-00000402	CODE ENFORCEMENT VIOLATION	3/11/92	IN COMPLIANCE	0/00/00
93-00001754	SCRAPS AND WASTES	11/02/93	IN COMPLIANCE	2/17/95
93-00001755	LOT CLEARING	11/02/93	IN COMPLIANCE	2/17/95
95-00000572	LOT CLEARING	2/17/95	VOIDED	6/22/95
95-00000573	NON-OPERATIVE/UNLICENSES VEHCL	2/17/95	VOIDED	6/22/95
95-00000574	SCRAPS AND WASTES	2/17/95	VOIDED	6/22/95
97-00003154	LOT CLEARING	6/17/97	IN COMPLIANCE	7/09/97
97-00003951	LANDSCAPING	7/17/97	IN COMPLIANCE	8/19/97
97-00005673	LOT CLEARING	9/15/97	IN COMPLIANCE	10/14/97
98-00001206	SCRAPS AND WASTES	2/12/98	IN COMPLIANCE	3/27/98
98-00004863	LOT CLEARING	7/16/98	IN COMPLIANCE	7/28/98
98-00007763	LOT CLEARING	12/10/98	IN COMPLIANCE	12/22/98
99-00002110	LOT CLEARING	5/20/99	IN COMPLIANCE	7/20/99
00-00000222	SCRAPS AND WASTES	1/13/00	IN COMPLIANCE	2/09/00
00-00005160	MISCELLANEOUS	8/18/00	IN COMPLIANCE	8/24/00
01-00000938	PROPERTY MAINTENANCE	2/27/01	IN COMPLIANCE	3/19/07
01-00000939	CODE ENFORCEMENT VIOLATION	2/27/01	FINES/LIENS RUNNING	8/27/09
01-00003466	CONDEMNATION (BLDG)	6/13/01	IN COMPLIANCE	12/10/01
03-00000501	CODE ENFORCEMENT VIOLATION	2/11/03	FINES/LIENS RUNNING	8/19/11
03-00000502	CODE ENFORCEMENT VIOLATION	2/11/03	IN COMPLIANCE	6/11/07
05-00000866	LOT CLEARING	4/04/05	CLOSED	12/17/19
05-00002341	LOT CLEARING	8/29/05	IN COMPLIANCE	2/16/12
05-00002342	CODE ENFORCEMENT VIOLATION	8/29/05	FINES/LIENS RUNNING	8/19/11
06-00001852	LOT CLEARING	6/15/06	INVOLUNTARY COMPLIANCE	8/26/08
06-00002465	BUILDING VIOLATION	7/20/06	INVOLUNTARY COMPLIANCE	7/20/06
06-00003549	LOT CLEARING	9/29/06	INVOLUNTARY COMPLIANCE	7/21/08
07-00002408	CODE ENFORCEMENT VIOLATION	7/13/07	INVOLUNTARY COMPLIANCE	7/25/07
08-00000767	LOT CLEARING	2/22/08	INVOLUNTARY COMPLIANCE	3/31/08
08-00002081	LOT CLEARING	6/25/08	INVOLUNTARY COMPLIANCE	8/04/08
15-00001451	LOT CLEARING	8/31/15	DESTROYED/DISPOSED	2/18/20
18-00002811	LOT CLEARING	11/14/18	Destruction Date	4/27/20
20-00000172	LOT CLEARING	1/16/20	INVOLUNTARY COMPLIANCE	4/20/20
21-00000391	LOT CLEARING	2/14/21	Destruction Date	6/09/21

Peggy Arraiz

From: Dana Neville
Sent: Monday, June 07, 2021 5:59 PM
To: Peggy Arraiz
Subject: RE: lien search 1130 Avenue F

7 CASES =
 140.-
 RECORDING FEES

Figures are good thru 6/30/21 – after this date add the current figures under each lien/violation to the total due.

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 6/07/21
 Miscellaneous Receivables Inquiry 17:52:54

Customer ID . . . : 2925 Name: 1130 AV F BCAG LLC
 Last statement . : 6/06/21 Addr: 240444300330007 BCAG LLC
 Last invoice . . : 4/24/20
 Current balance . : 2,449.57
 Pending : .00 Status: A ACTIVE
 Previous balance : 2,449.57 Type: 001 0000 115 02 00 **LOT CLEARING**
 Deposit balance . : .00

2449.57
 1127.70
 311.71

 3888.98 TOTAL

Type options, press Enter. Open Activity
 1=Select

Opt Code	Description	Current	Total due
LC INTEREST CHARGE 6%/YR		7.01	874.28
LOT CLEARING ADMIN FEE		.00	500.00
LOT CLEARING		.00	524.68 HC
LOT CLEARING		.00	375.00 HC
LC PENALTY CHARGES OF .1%		1.41	175.61

524.68
 375.00
 424.68
 60.03

 1384.39 HC

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 6/07/21
 Miscellaneous Receivables Inquiry 17:54:34

Customer ID . . . : 2925 Name: 1130 AV F BCAG LLC
 Last statement . : 6/06/21 Addr: 240444300330007 BCAG LLC
 Last invoice . . : 8/03/06 PORT ST LUCIE, FL 34952-1514
 Current balance . : 1,127.70
 Pending : .00 Status: A ACTIVE
 Previous balance : 1,127.70 Type: 001 0000 115 06 00 **PROP VIOLATION**
 Deposit balance . : .00

3888.98
 - 1384.39

 2504.59 IPA
 - 140.00

 2364.59 IPA

Type options, press Enter. Open Activity
 1=Select

Opt Code	Description	Current	Total due
PV INTEREST CHARGE 6%/YR		5.24	466.36
PV PENALTY CHARGES OF .1%		1.04	136.66
SECURE PROPERTY ADMIN FEE		.00	100.00
SECURE PROPERTY		.00	424.68 HC

3888.98
 - 2364.59

 1524.39

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 6/07/21
Miscellaneous Receivables Inquiry 17:56:43

Customer ID . . . : 2925 Name: 1130 AV F BCAG LLC
Last statement . . : 6/06/21 Addr: 240444300330007 BCAG LLC
Last invoice . . . : 4/15/08 Fort Pierce, FL 34950-8227
Current balance . . : 311.71
Pending : .00 Status: A ACTIVE
Previous balance : 311.71 Type: 104 0000 115 02 00 **LOT CLEARING**
Deposit balance . . : .00

Type options, press Enter. Open Activity
1=Select

Opt Code Description	Current	Total due
LC INT CHG 6%/YR REDEV	.80	126.40
LC ADMIN REDEV	.00	100.00
LOT CLEARING REDEV	.00	60.03 <i>ms</i>
LC PEN CHG OF .1% REDEV	.16	25.28

City Commission Regular Meeting - 6:00 pm

11. m.

Meeting Date: 07/06/2021

Re: Opioid litigation - Purdue Pharma Bankruptcy settlement plan

Submitted For: Pete Sweeney, City Attorney, City Attorney

SUBJECT:

Approve opioid litigation, Purdue Pharma Bankruptcy Settlement Plan.

SUMMARY:

Purdue Pharma was one of the leading opioid manufacturers in the United States. They have been sued by various entities for causing the opioid crisis, but filed bankruptcy in September of 2019. There is now a proposed settlement plan in the bankruptcy, which needs approval by creditors, including the City of Fort Pierce. According to outside counsel for the city, the distribution is expected to be approximately \$5 billion.

RECOMMENDATION:

Approve the proposed settlement.

ALTERNATIVES:

Do not approved the proposed settlement.

RESPONSIBLE STAFF:

Peter J. Sweeney, City Attorney

COORDINATED WITH:

N/A

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Correspondence from Romano Law Group

Form Review

Inbox

City Manager

Form Started By: Pete Sweeney

Final Approval Date: 06/30/2021

Reviewed By

Nick Mimms

Date

06/30/2021 02:20 PM

Started On: 06/29/2021 02:22 PM



A voice for the people. A vision for the future.

June 24, 2021

Opioid Litigation - Important Update Regarding Purdue Bankruptcy

We are writing to provide an update on this litigation and the status of the Purdue bankruptcy.

Purdue filed for bankruptcy in September of 2019 after being named as a defendant in thousands of civil lawsuits seeking damages for opioid-related injuries to governments, hospitals, and others.

There is now a proposed bankruptcy plan (“Plan”) that seeks to resolve the bankruptcy cases by settlement. This result is the culmination of over two years of negotiations and among private counsel, certain States’ Attorneys’ Generals, the United States Government, the Debtors, their shareholders, among others.

In broad terms, the restructuring plan provides for the assets of the Purdue corporation to be transferred to a new “corporation” that will be indirectly owned by the “public creditors” of Purdue— all state, local and tribal governments. The continued operation of the company and then its ultimate sale may generate \$1-2 billion in assets. These operating and sales revenues, along with certain insurance proceeds and other assets, will be combined with a contribution of \$4.275 billion (over a series of years) to be made by members of the Sackler family, who are the shareholders of Purdue (and who will make this contribution in exchange for receiving releases from civil liability, thus shielding themselves from civil litigation).

The combined assets of the bankruptcy estate will be used to pay various groups of private creditors— insurers, hospitals, individual personal injury plaintiffs—and the residual amount, which may be approximately \$5 billion will be allocated among state, local and tribal governments. The funds received by all creditors (other than personal injury victims and children suffering from NAS) will be restricted to be used for abatement of the opioid problem in their communities.

Approximately 7% of the public entity funds are apportioned to the state of Florida. Assuming we are able to reach an allocation agreement with the State, these funds will be allocated in accordance with the MOU. If not, the plan includes a default mechanism for the allocation of these funds.

That settlement is now before the bankruptcy court for final confirmation.

John F. Romano, Board Certified by the Florida Bar and the National Board of Trial Advocacy in Civil Trial Law
Eric Romano, Board Certified by the Florida Bar and the National Board of Trial Advocacy in Criminal Trial Law | **Todd A. Romano**, Attorney at Law
Hali E. Marsocci, Attorney at Law | **Corey B. Friedman**, Attorney at Law (also admitted in California, New York and District of Columbia)
Susan B. Ramsey, Attorney at Law | **Andrew Moore**, Attorney at Law | **Destiny R. Barbosa**, Attorney at Law | **Amie Goldberg**, Attorney at Law
Elliot B. Richman, Chief Operating Officer (admitted in New York & Connecticut only)
Joseph M. Lee, P.A., Attorney at Law – Real Estate, Probate & Guardianship
Robert J. Hewitt III, Investigator | **Tara Bradshaw**, Investigator

Palm Beach International Towers - 1601 Belvedere Road, Suite 500-S, West Palm Beach Florida, 33406-1551

MAILING ADDRESS: P.O. Box 21349, West Palm Beach, Florida 33416-1349

OFFICE: 561.533.6700 | **TOLL FREE:** 866.533.6700 | **FAX:** 561.533.1285 | **WEB:** romanolawgroup.com

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As part of the process, all creditors who filed a “proof of claim” against the bankruptcy estate are being asked to vote on the proposed restructuring plan that emerged from the settlement negotiations. As your counsel, we are able to submit a vote on behalf of your entity. After you have reviewed the below and attached, please advise us via email no later than July 12, 2021 whether you support this bankruptcy plan. We must submit your vote no later than July 14, 2021.

We believe that the Plan represents a fair and equitable resolution of opioid-related claims against Purdue as the vast majority of creditor recoveries distributed under the Plan were negotiated in good faith and are exclusively dedicated to programs designed to abate the opioid crisis (other than to fund administration of the programs themselves and to pay fees and costs). The alternative is to engage in risky, expensive and value-destroying civil litigation that will take years to fully litigate and which will result in delayed and inequitable recoveries among potential claimants. And perhaps most importantly, even if judgments are obtained, it could take years of additional litigation to collect on those judgments because many of the assets of the Sackler Families are in various family trusts located in foreign countries. Meanwhile, local government and other public creditors will have received no resources that can be put to immediate use to abate the ongoing problems.

We are happy to answer any questions that you may have about this proposal. Additionally, as always, we would be happy to discuss with you any other element of this litigation.

With Kindest Personal Regards,



JOHN F. ROMANO

john@romanolawgroup.com



ERIC ROMANO

eric@romanolawgroup.com

JFR/JER/js

City Commission Regular Meeting - 6:00 pm

12. a.

Meeting Date: 07/06/2021

Re: Annexation - 2261 Peters Road (6 Parcels) - Kings Highway Commerce Park

SUBJECT:

Legislative Hearing - Ordinance 21-017 - extending the territorial limits of the City of Fort Pierce, to include six (6) properties at or near 2261 Peters Road in Fort Pierce, Florida. SECOND READING

SUMMARY:

A Voluntary Application for Annexation of six (6) parcels of land along with a Future Land Use Designation of General Commercial (GC) 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, these combined parcels have a Taxable Value of \$319,542.

Attachments

Ordinance 21-017
staff presentation
Staff Packet
Applicant Packet
Public Notification Certification
Proof of Publication

Form Review

Inbox

Reviewed By

Date

City Manager
Form Started By: Brandon Creagan
Final Approval Date: 06/22/2021

Nick Mimms

06/13/2021 09:27 AM
Started On: 05/26/2021 11:44 AM

ORDINANCE NO. 21-017

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE SIX (6) PARCELS AT OR NEAR **2261 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 May 10, 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 May 22, 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 May 22, 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: 2324-241-0004-000-0, 2324-211-0001-000-6, 2324-214-0002-000-2, 2324-214-0001-000-5, 2324-241-0002-000-6, & 2324-241-0003-000-3

"A"

PCN 2324-241-0004-000-0

OFFICIAL RECORDS BOOK 1798 PAGE 2252

PARCEL I:

THE WEST 455.58 FEET OF THE EAST 111.8.54 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

AND PARCEL II:

THE WEST 1088.54 FEET OF THE EAST 1118.54 FEET OF THE SOUTH 264.18 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

"B"

PCN 2324-211-0001-000-6

OFFICIAL RECORDS BOOK 1868 PAGE 2879

THE EAST THREE QUARTERS (3/ 4) OF THE NORTHEAST QUARTER (NE 1/ 4) OF THE NORTHWEST QUARTER (NW 1/ 4) OF SECTION TWENTY-FOUR (24) TOWNSHIP THIRTY FIVE (35) SOUTH RANGE THIRTY-NINE (39) EAST, CONTAINING APPROXIMATELY 26.9 ACRES.

"C"

PCN 2324-214-0002-000-2

OFFICIAL RECORDS BOOK 1959 PAGE 2516

FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE RUN NORTH 100 FEET; THENCE RUN WEST 25 FEET TO THE POINT OF BEGINNING; CONTINUE WEST 213.71 FEET; THENCE NORTH 208.71 FEET; THENCE EAST 213.71 FEET; THENCE SOUTH 208.71 FEET TO THE POINT OF BEGINNING.

"D"

PCN 2324-214-0001-000-5

OFFICIAL RECORDS BOOK 1828 PAGE 2808

FROM THE INTERIOR QUARTER CORNER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, RUN NORTH ALONG THE EAST LINE OF THE NORTHWEST 1/ 4 OF

SAID SECTION 1790.5 FEET; THENCE WEST 25 FEET TO THE POINT OF BEGINNING;
FROM SAID POINT OF BEGINNING RUN WEST 155 FEET; THENCE NORTH 150 FEET;
THENCE EAST 155 FEET; THENCE SOUTH 150 FEET TO THE POINT OF BEGINNING;
BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24,
TOWNSHIP 3 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

“E”

PCN 2324-241-0002-000-6
OFFICIAL RECORDS BOOK 2981 PAGE 2561

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LESS THE SOUTH 60 FEET OF THE EAST 125 FEET AND LESS THE EAST 30 FEET, SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

“F”

PCN 2324-241-0003-000-3
OFFICIAL RECORDS BOOK 2398 PAGE 108; ERRONEOUS LEGAL (PER ST. LUCIE COUNTY CLERK OF THE COURT) DESCRIPTION PER THIS OFFICE
THE SOUTH 80.00 FEET OF THE EAST 125 FEET OF THE PER DESCRIPTION DESCRIBED IN OFFICAL RECORDS BOOK 718, PAGE 2723
ALL TOGETHER CONTAINING ACRES 42.668

Said properties containing approximately 42.67 acres said and being generally located at or near 2261 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, 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 General Commercial (GC), as depicted on Exhibit “B” attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic

Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 21-017 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, June 6, 2021 and Sunday, June 13, 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 June 21, 2021; and was duly introduced, read by title only, and passed on second and final reading July 6, 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 6th day of July, 2021.

Linda Hudson
MAYOR COMMISSIONER

ATTEST

Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

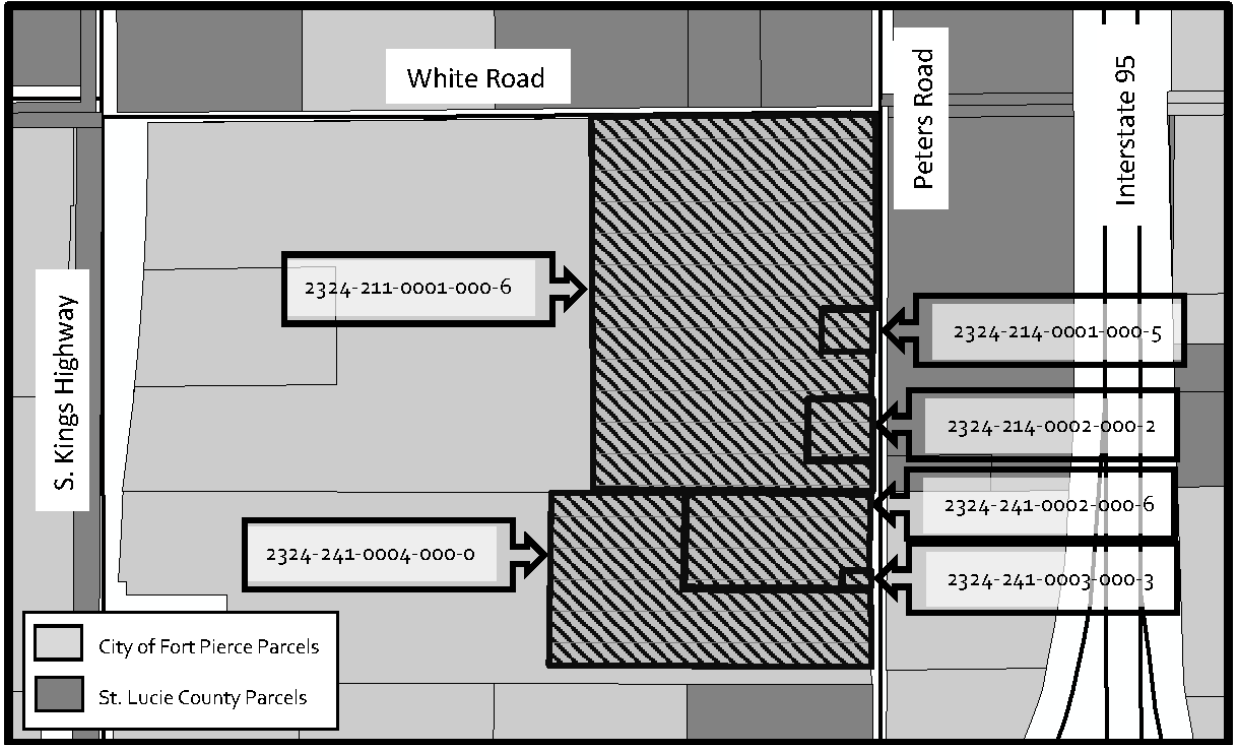
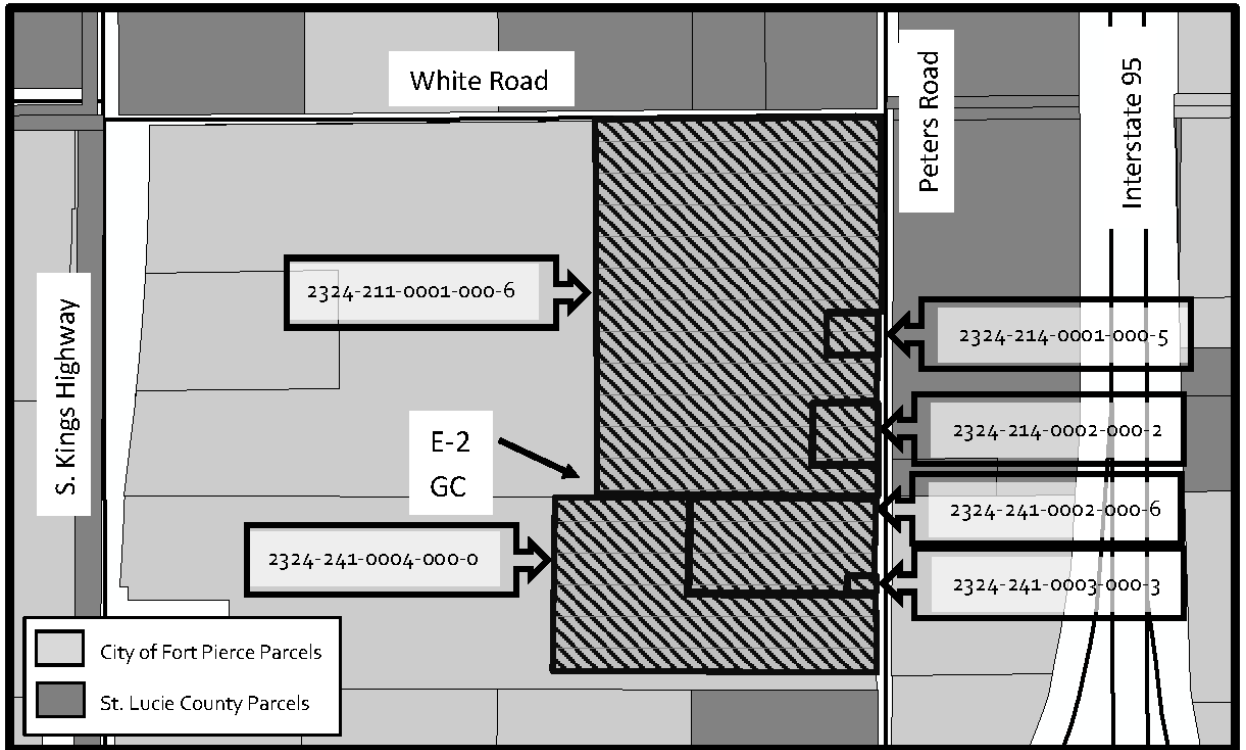


EXHIBIT B
Zoning & Future Land Use Designation Assignment



*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 General Commercial (GC).

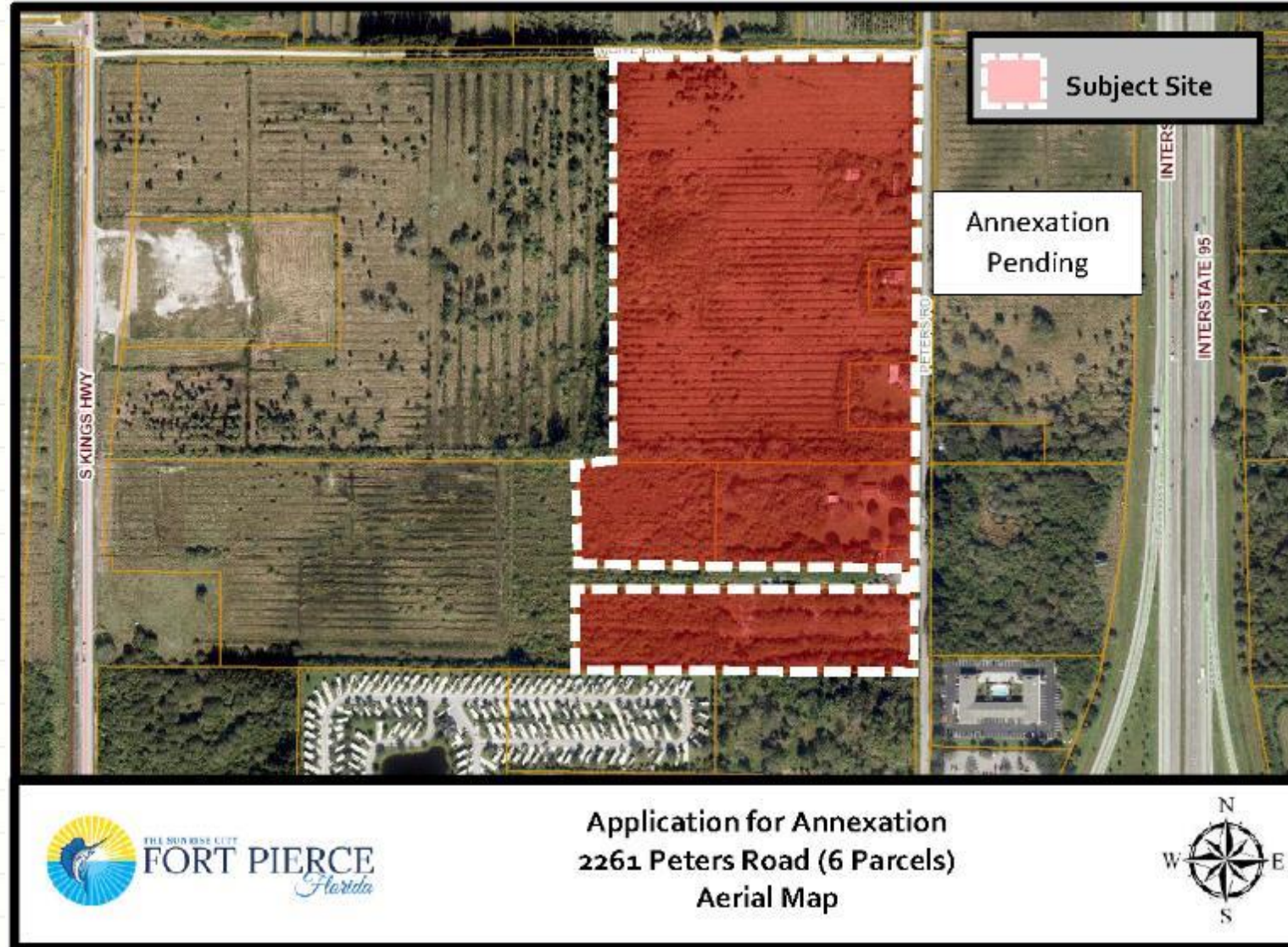
Application for Annexation



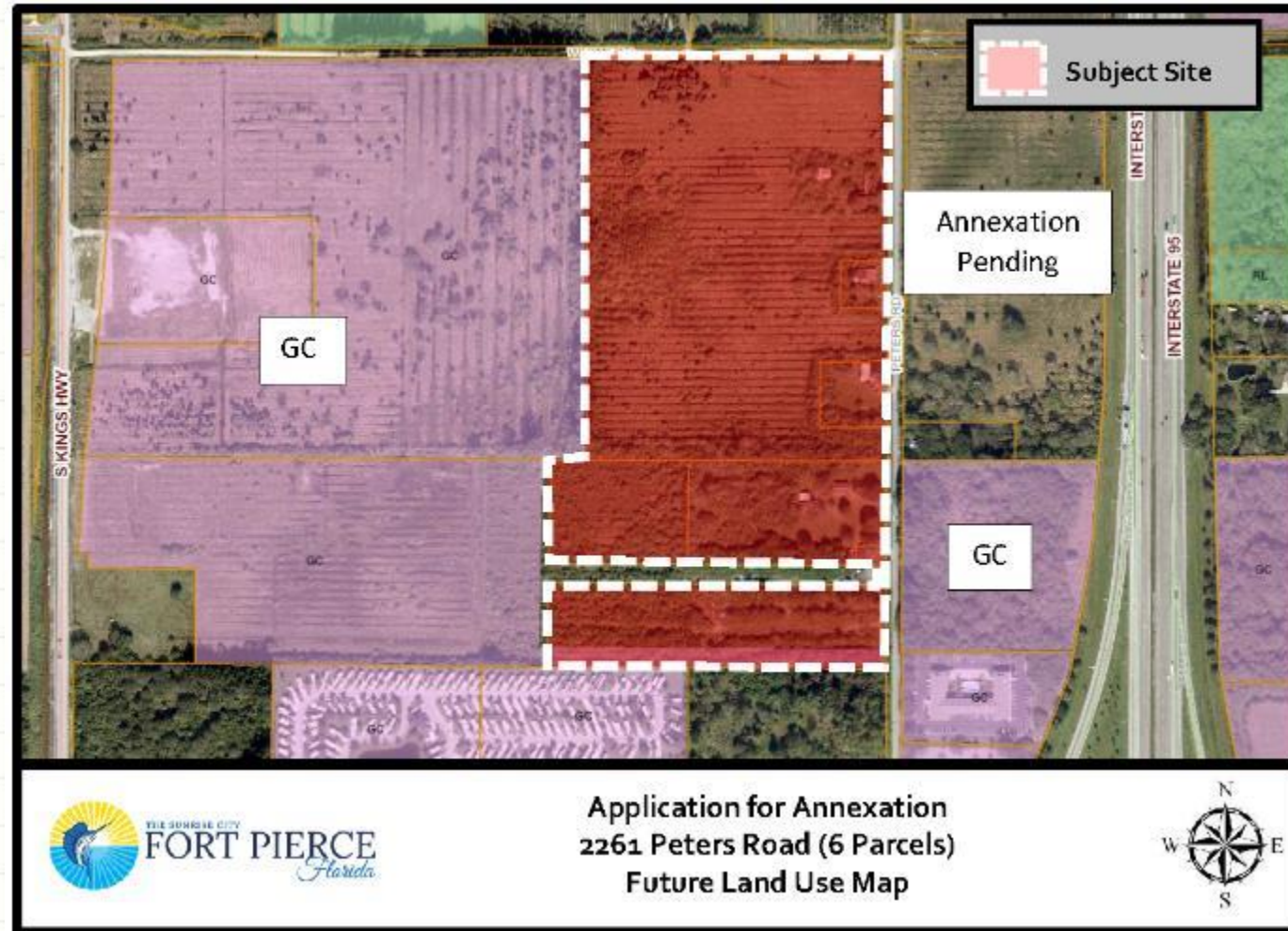
2261 Peters Road (6 Parcels)



Site Aerial Map

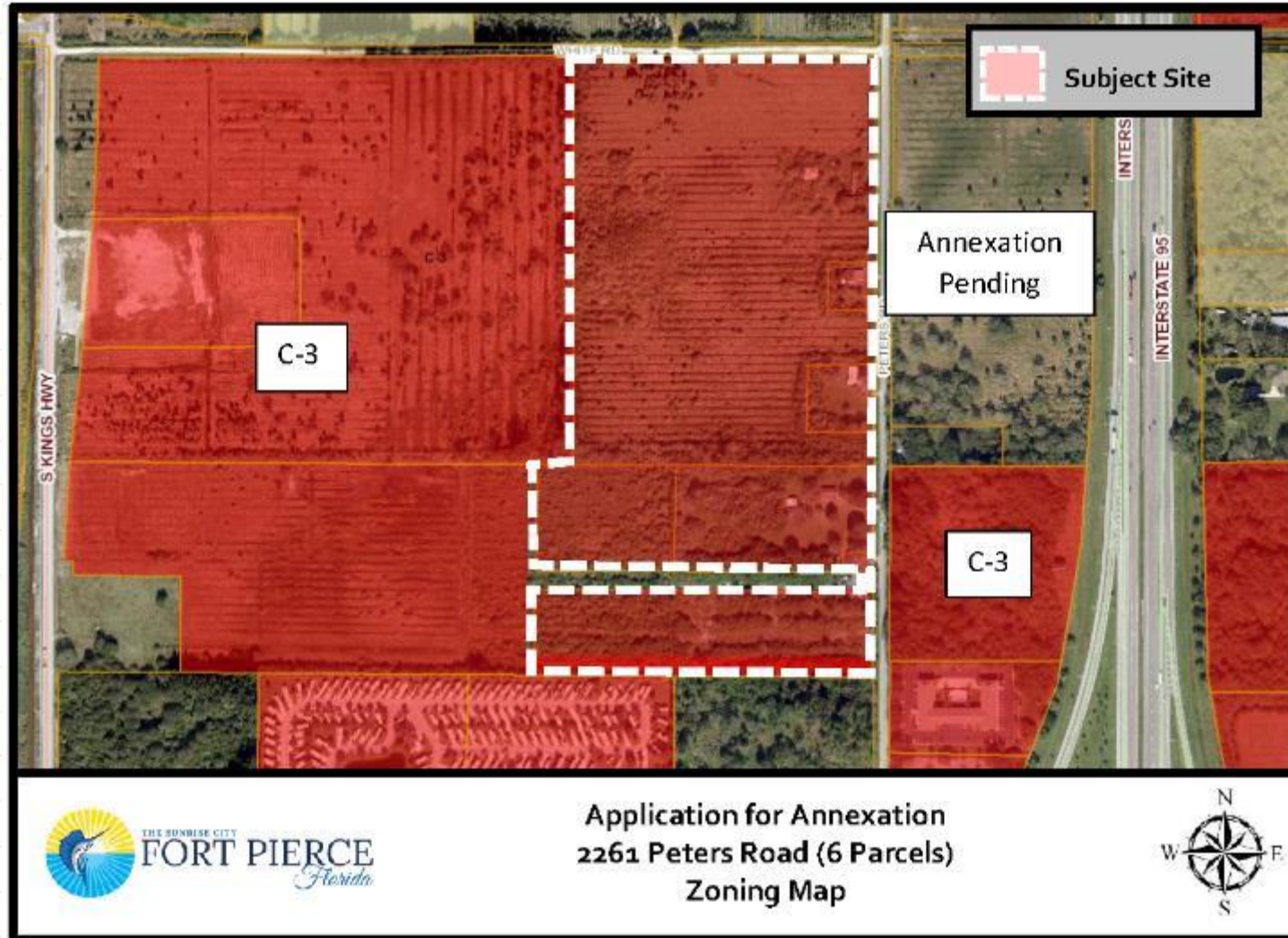


Future Land Use Map



- 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 City Commission approve the proposed annexation.

Planning Board Recommendation

The Planning Board at their meeting on June 10, 2021, voted 5-0 to recommend approval of the request as presented.

CC Recommendations

Possible actions of the City Commission:

- Recommend APPROVAL of the proposed Annexation
 - Staff recommends approval
 - Planning Board voted 5-0 to recommend approval
- Recommend DISAPPROVAL of the proposed Annexation.

Application for Annexation



2261 Peters Road



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**
2261 Peters Road – Six (6) Parcels

BOARD DATE: June 21, 2021

STAFF REPORT

**Property Owner/
Applicant** R.V. Development, LLC/Great American RV Prop LLC
547 Wash Roberts Lane
McMinnville, TN 37110

Grady Sapp
2421 Peters Road
Fort Pierce, FL 34945

Representative Jeff H. Iravani, Inc
1934 Commerce Lane, Suite 5
Jupiter, Florida 33458

Requested Action: Approval of a Voluntary Application for Annexation for six (6) parcels of land

Site Location: 2261 Peters Road Fort Pierce, Florida

Parcel ID: 2324-241-0004-000-0, 2324-211-0001-000-6, 2324-214-0002-000-2, 2324-214-0001-000-5, 2324-241-0002-000-6, & 2324-241-0003-000-3

Parcel Size: 42.67 acres

Current Future Land Use: Mixed Use (MXD)

Current Zoning: Single Family, 2 du/acre (RS-2)

Proposed Future Land Use: General Commercial (GC)

Proposed Zoning: Single Family, two (2) units per acre (E-2)

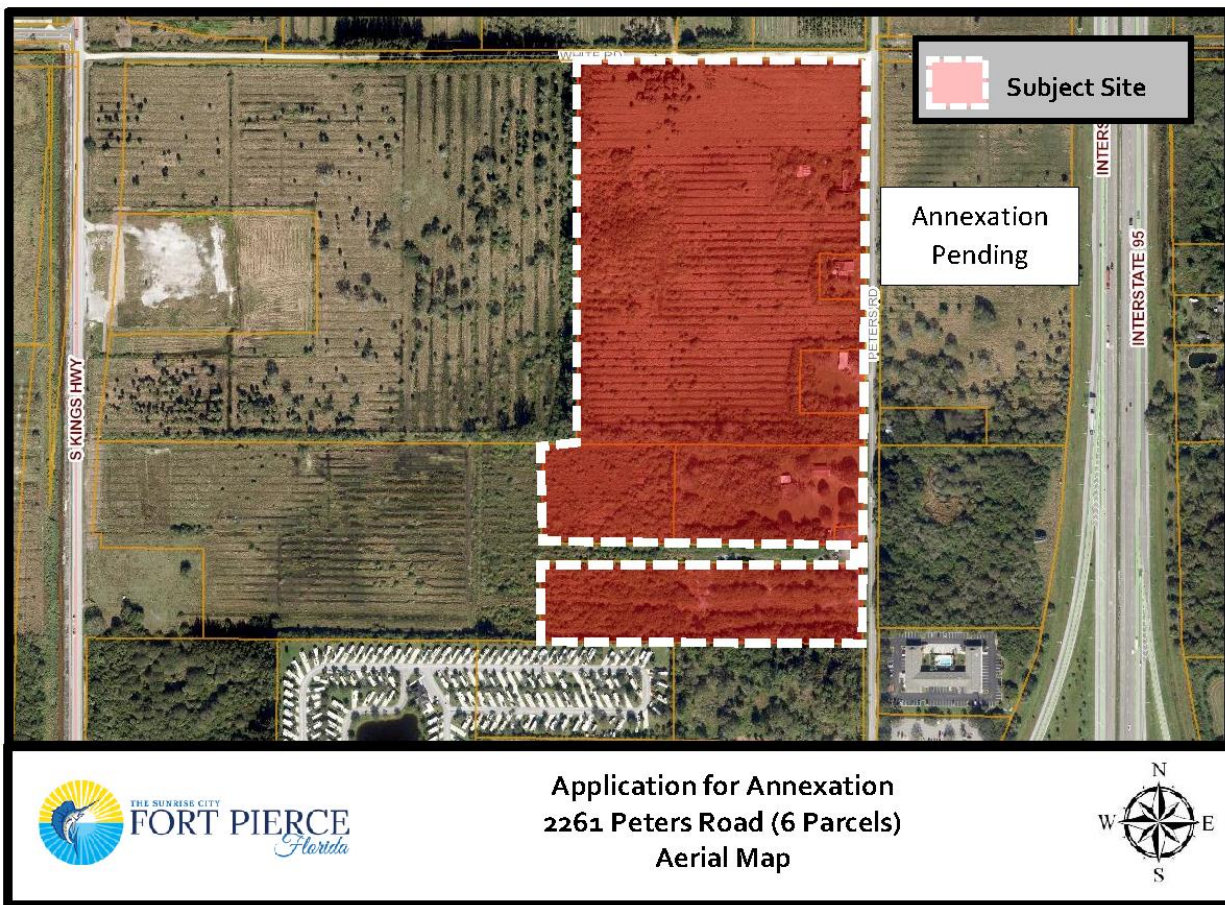
Utilities: FPUA

	North	East	South	West
Surrounding FLU:	RL (FP) RU (SLC)	MXD (SLC)	GC (FP)	GC (FP)
Surrounding Zoning:	E-2 (FP) AR-1 (SLC)	RS-2 (SLC)	C-3 (FP)	C-3 (FP)

Staff Analysis:

Request

The applicant is requesting a voluntary annexation of a property at 2192 Copenhaver Road in Fort Pierce, Florida. The parcel IDs are 2324-241-0004-000-0, 2324-211-0001-000-6, 2324-214-0002-000-2, 2324-214-0001-000-5, 2324-241-0002-000-6, & 2324-241-0003-000-3.



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). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is General Commercial (GC) with a zoning classification of Single Family, two (2) units per acre (E-2).

The applicant has submitted a Zoning Atlas Map Amendment application to change the property to Commercial Parkway (CP-1) from Single Family, two (2) units per acre (E-2) once annexation is complete.

There are also applications for Development Review that have been submitted for a warehouse/flex space development. Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission."

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 combined taxable value of the properties is \$319,542. 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 properties are vacant.

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. These properties abut property to the south and west that are within the City limits. The properties to the east are also being brought into the City limits through 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 be designated as General Commercial (GC) upon annexation as the current County Future Land Use of Mixed Use (MXD) is not compatible with their development submittal and thus not compatible with the Comprehensive Plan. Policy 1.11.5 of the Comprehensive Plan guides that the City Commission does have the ability to grant this request to designate an alternative Future Land Use to maintain consistency with our Comprehensive Plan.

The Zoning proposed allows for the map amendment to be changed to the County compatible Zoning of Single Family, two (2) units per acre (E-2). The applicant has submitted applications to change the properties to a zoning district that is compatible with the General Commercial (GC) Future Land Use. Thereby, the requested Future Land Use and Zoning Designations of GC and E-2, respectively, would be consistent with Policy 1.11.5. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department will provide notice of this annexations by mail to the St. Lucie County Administrator's Office on or before May 22, 2021, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission.

Technical Review Committee

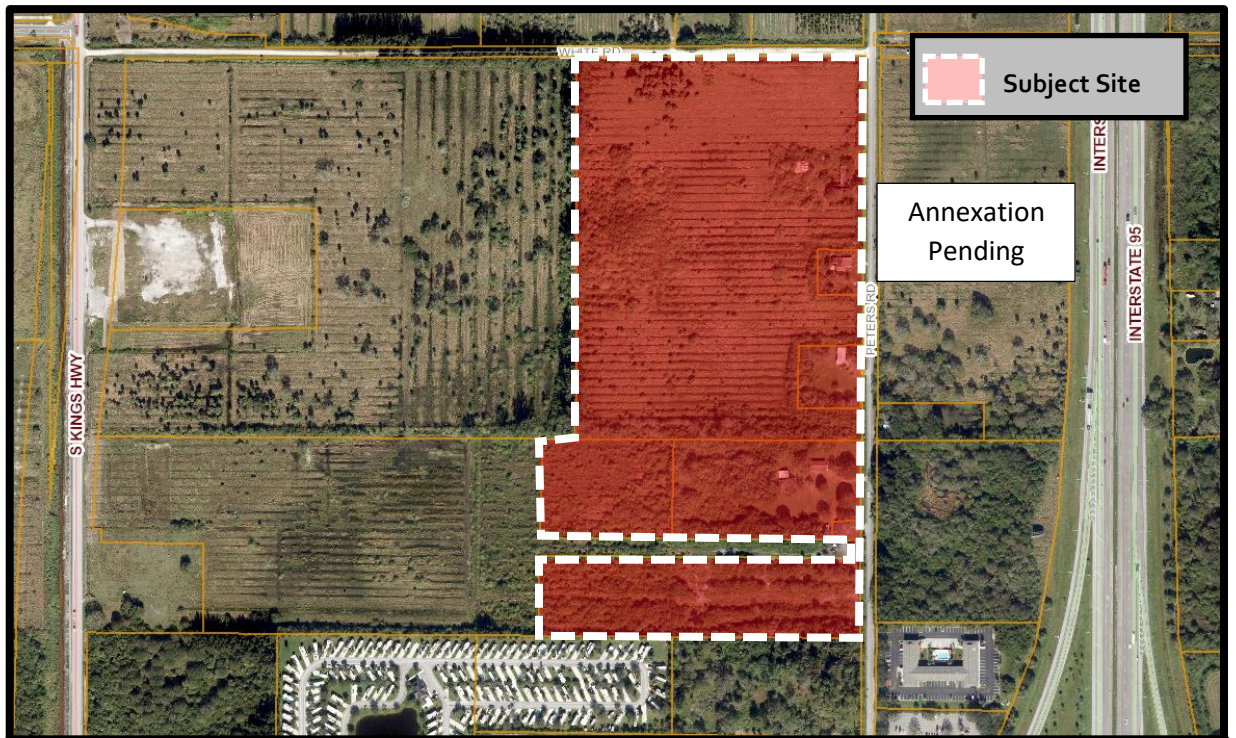
All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections. The comments generated from the technical review and any responses by the applicant have been provided.


Planning Board

The Planning Board at their meeting on June 10, 2021, voted 5-0 to recommend approval of the request as presented.

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 GC and the Zoning designation of E-2.



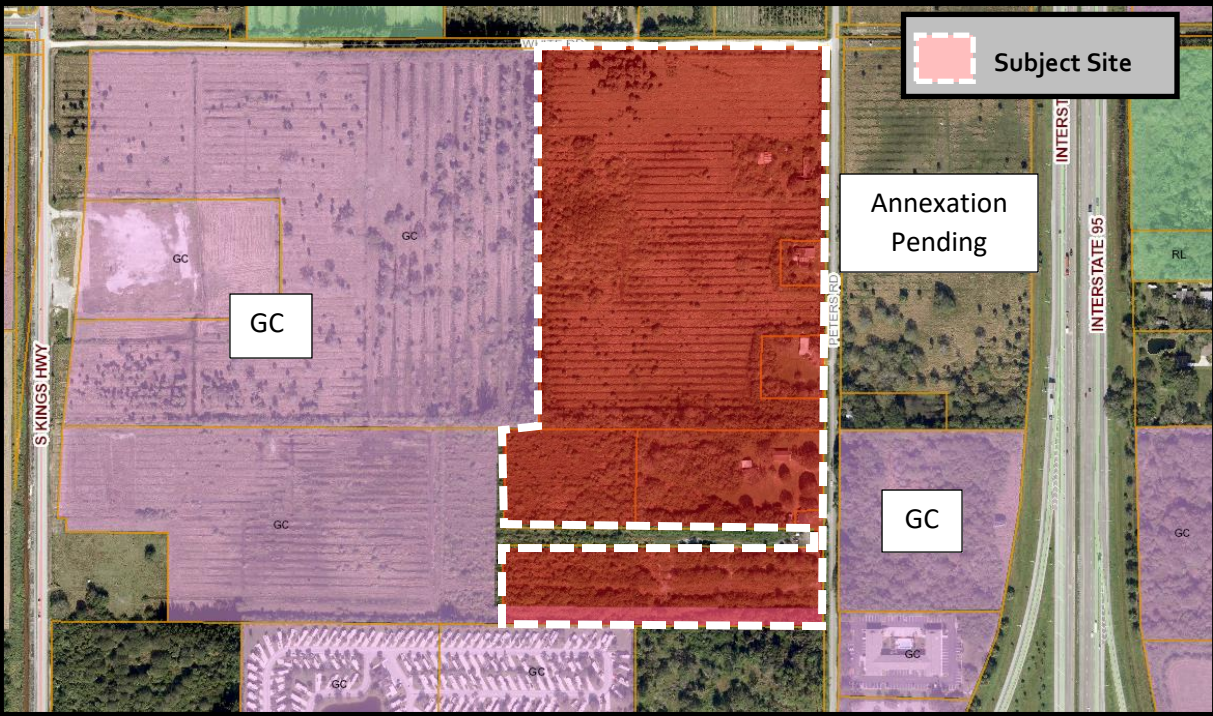
 Subject Site


Annexation
Pending



Application for Annexation
2261 Peters Road (6 Parcels)
Aerial Map





 Subject Site

Annexation
Pending


GC

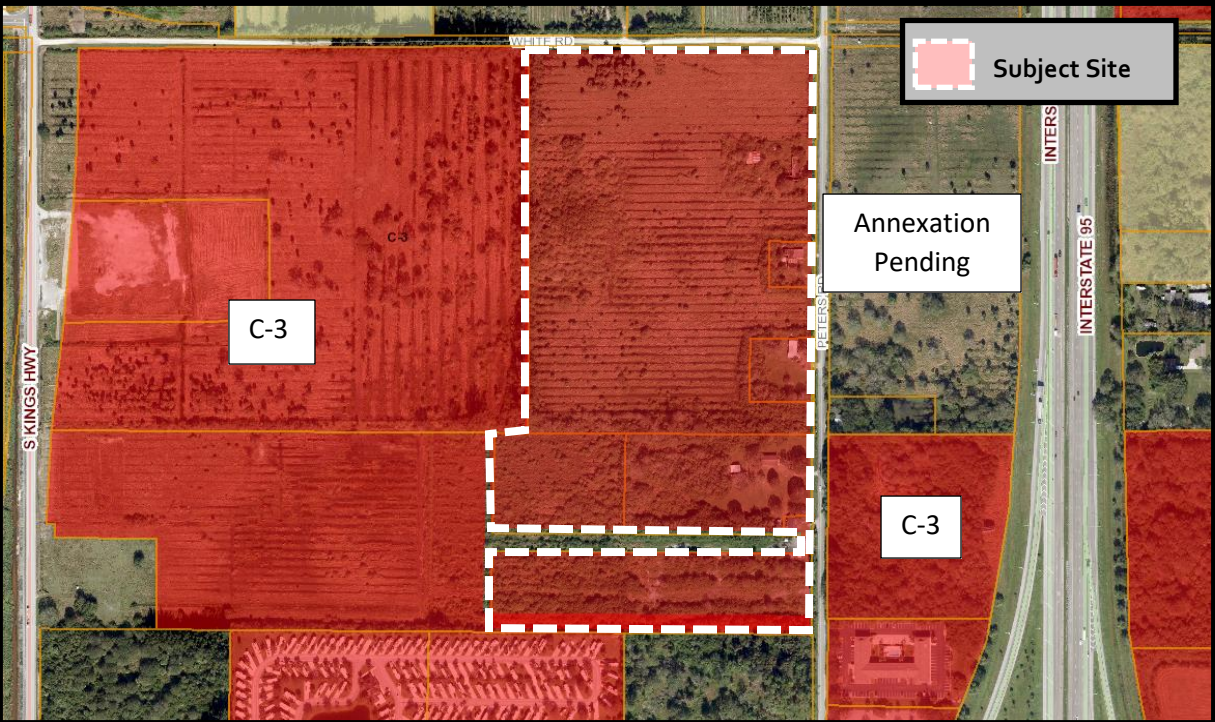
GC



Application for Annexation
2261 Peters Road (6 Parcels)
Future Land Use Map



 Subject Site



Application for Annexation
2261 Peters Road (6 Parcels)
Zoning Map





March 17, 2021

Jeff H. Iravani
1934 Commerce Lane, Unit 5
Jupiter, FL 33458

**Subject: Annexation – Kings Highway Commerce Park – Multiple Parcels
Technical Review Project # 21-02000002**

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 General Commercial (GC) & Zoning of Residential Single Family, two units per acre (E-2).
2. Applications have also been filed for a Zoning Atlas Map Amendment to change the properties from Single Family, two units per acre (E-2) to Commercial Parkway (CP-1) after the properties have been annexed into the City. The rezoning would not move forward to Planning Board until the Annexations have gone to first reading by the City Commission.

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
ENGINEERING
DEPARTMENT

Florida

RECEIVED

MAR 17 2021

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

JRA
CITY OF FORT PIERCE
PLANNING & ZONING

**RE : Annexation – Kings Highway Commerce Park – Multiple Parcels
TRC No. 21-02000002**

DATE : March 17, 2021

This is to advise you that we have completed the review of the following documents as received by this office on March 4, 2021:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Annexation Application | <input type="checkbox"/> P/D Drawings |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews and appropriate site final inspection, we

- | | | |
|--|---|------------------------------|
| <input checked="" type="checkbox"/> Recommend | <input type="checkbox"/> Do Not Recommend | |
| <input checked="" type="checkbox"/> Approval of Annexation | <input type="checkbox"/> Building Permit | <input type="checkbox"/> C/O |

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- See attached for engineering comments

JRA/jra

\\2500FS01\City Hall Share 01\Engineering\ENGINEERING\Site Development Projects\Annexations\March 2021\Submittal No. 1 - 030521\Submittal Items\Annexation Approval - 031721.docx



**BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM**

Meeting Date: 3.18.21
Property Address: Annexation – Kings Highway Commerce Park – Multiple 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 7th 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: _____

3/15/21



THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"

Florida

Technical Review Committee meeting

March 18, 2021

Case # 21-02000002

Planner: Brandon Creagan

Annexation

Six parcels, at or near 2261 Peters Rd., Ft. Pierce

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.



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: S Kings HWY

2. Legal description of real property for which annexation is being requested:
See attached property appraiser information

Property Tax ID: 2324-241-0004-000-0

3. Size of described property: 10.29

4. Project description: Warehouse and Distribution

5. Current St. Lucie County Future Land Use Designation: FLU MXD

6. Current St. Lucie County Zoning: RS-2

7. Is this a Historic property? No

8. Appraised value: \$668,850

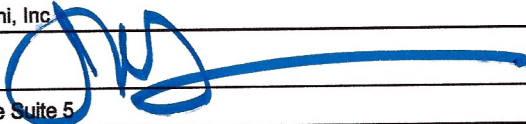
9. Name of Owner(s): Great American RV Prop, LLC

Signature of Owner(s):  JAMES A WYNNE III, MANAGING PARTNER

Mailing Address: 547 Wash Roberts Lane

City MCMinnville State Tennessee Zip 37110

Phone 5615756030 954-214-4553 Fax 5615756088 N/A

10. Name of Representative: Jeff H. Irvani, Inc.
Signature of representative: 
Mailing Address: 1934 Commerce Lane Suite 5
City) Jupiter State FL Zip 33458
Phone 561-575-6030 Fax 561-575-6088
E-mail: jhi@bellsouth.net

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: _____	

Great American RV Prop, LLC
547 Wash Roberts LN
McMinnville, TN 37110

February 16, 2021

Parcel ID # 2324-241-0004-000-0
Kings Highway Commerce Park
Southeast corner of Kings Highway and White Road
Fort Pierce, Florida

To Whom It May Concern:

Great American RV Prop, LLC, the owner of the above referenced parcels, hereby authorizes Jeff H. Irvani, Inc to be the applicant to obtain all the required site and subdivision plans approvals and civil permits for the above referenced project.

Sincerely,

Signature: _____

Name: _____

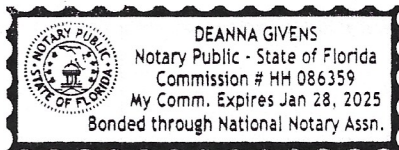
Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of February, 2021, by James A. Myrre II who is personally known to me (or) produced a drivers' license as identification and who did (did not) take an oath.

Deanna Givens
Notary Public

Seal

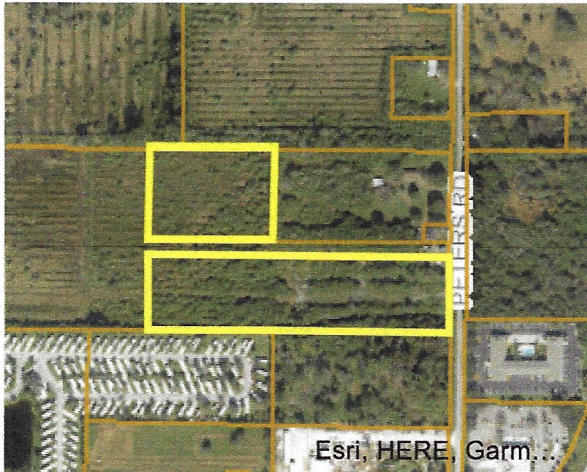




Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Tuesday, February 16, 2021

Parcel Report



Parcel

PARCELNO: 2324-241-0004-000-0
Property ID: 153212
Owner1: Great American RV Prop LLC
SiteAddress: S KINGS HWY

PARCELNO: 2324-241-0004-000-0
Property ID: 153212
Owner1: Great American RV Prop LLC
SiteAddress: S KINGS HWY

Owner

Owner1: Great American RV Prop LLC
Owner2:
Owner3:
MailingAddress: %Bud Wynne 547 Wash Roberts Ln McMinnville, TN 37110-4971

Owner1: Great American RV Prop LLC
Owner2:
Owner3:
MailingAddress: %Bud Wynne 547 Wash Roberts Ln McMinnville, TN 37110-4971

Legal Description

LegalDescription: 24 35 39 W 455.58 FT OF E 1118.54 FT OF N 1/2 OF S 1/2 OF NW 1/4 AND W 1088.54 FT OF E 1118.54 FT OF S 264.18 FT OF S 1/2 OF N 1/2 OF S 1/2 OF NW 1/4 OF SEC (10.29 AC) (OR 1798-2252)

LegalDescription: 24 35 39 W 455.58 FT OF E 1118.54 FT OF N 1/2 OF S 1/2 OF NW 1/4 AND W 1088.54 FT OF E 1118.54 FT OF S 264.18 FT OF S 1/2 OF N 1/2 OF S 1/2 OF NW 1/4 OF SEC (10.29 AC) (OR 1798-2252)

Overview

PrimaryLandUse: 6000 - GRZNG SLD CP
DistrictGroup: 0002 - Saint Lucie County
Subdivision: Metes and Bounds
Just/Market Value: \$668,850
FinishedArea:
Acres: 10.29
TotalArea: 448,232

PrimaryLandUse: 6000 - GRZNG SLD CP
DistrictGroup: 0002 - Saint Lucie County
Subdivision: Metes and Bounds
Just/Market Value: \$668,850
FinishedArea:
Acres: 10.29
TotalArea: 448,232

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2020	\$668,850	\$0	\$668,850	\$0	\$2,830	\$0	\$2,830	\$0	\$666,020
2019	\$668,850	\$0	\$668,850	\$0	\$2,830	\$0	\$2,830	\$0	\$666,020
2018	\$668,850	\$0	\$668,850	\$0	\$2,830	\$0	\$2,830	\$0	\$666,020

Tax Links

[SLC Tax Collector's Office taxes for this parcel](#)

[Download TRIM notice for this parcel](#)

[SLC Tax Collector's Office taxes for this parcel](#)

[Download TRIM notice for this parcel](#)

Special Assessments

Description	Start Year	Units	Amount
North St. Lucie Water Management District	2013	10.29	\$190.36

Improvements

Building Sequence:	1
Bedrooms:	0
Bathrooms:	0
Building Type:	-
Story Height:	
No of Living Units:	
Total Finished Area:	0
Gross Sketched Area:	0
Year Built:	
Effective Year:	
Primary Roof Cover:	
Primary Roof Structure:	
Primary Wall:	
A/C %:	0

Land Lines

Line Number	Units	Unit Type
1	10.29	MACR
2	10.29	CACR

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
09/12/2003	\$375,000	XX00	WD	Blake Glenn M	1798-2252	Clerk of Courts
02/25/2000	\$526,300	XX01	TR	Wolf William L	1282-194	Clerk of Courts

Photos



Grady Sapp
2421 Peters Road
Fort Pierce, FL 34945

February 16, 2021

RE: Parcel ID # 2324-241-0002-000-6

Kings Highway Commerce Park
Southeast corner of Kings Highway and White Road
Fort Pierce, Florida

To Whom It May Concern:

Grady Sapp, the owner of the above referenced parcel, hereby authorizes Jeff H. Irvani, Inc to be the applicant to obtain all the required site and subdivision plans approvals and civil permits for the above referenced project.

Sincerely,

Signature: [Handwritten Signature]

Name: Grady Sapp

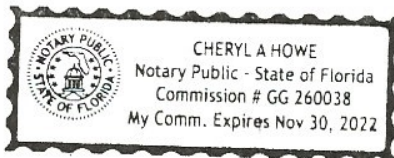
Title: owner

STATE OF FLORIDA
COUNTY OF PALM BEACH St Lucie

The foregoing instrument was acknowledged before me this 26th day of February, 2021, by Grady Sapp who is personally known to me (or) produced a drivers' license as identification and who did (did not) take an oath.

[Handwritten Signature]
Notary Public

Seal





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: 2421 Peters Road, Fort Pierce, FL

2. Legal description of real property for which annexation is being requested:
See attached property appraiser information

Property Tax ID: 2324-241-0002-000-6

3. Size of described property: 4.64

4. Project description: Warehouse and Distribution

5. Current St. Lucie County Future Land Use Designation: FLU MXD

6. Current St. Lucie County Zoning: RS-2

7. Is this a Historic property? No

8. Appraised value: \$401,400

9. Name of Owner(s): Grady Sapp

Signature of Owner(s): X *Grady Sapp*

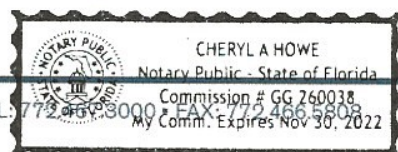
Mailing Address: 2421 Peters Road

City Fort Pierce State Florida Zip 34945

Phone 5615756030 Fax 5615756088

*Grady Sapp - owner
State of: Florida
County of: St. Lucie 2/16/21*

Cheryl A Howe



10. Name of Representative: Jeff H. Irvani, Inc

Signature of representative: _____

Mailing Address: 1934 Commerce Lane Suite 5

City) Jupiter

State FL

Zip 33458

Phone 561-575-6030

Fax 561-575-6088

E-mail: jhi@bellsouth.net

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: _____

**RV Development, LLC
547 Wash Roberts LN
McMinnville, TN 37110**

February 16, 2021

RE: Parcel ID #'s

2324-211-0001-000-6

2324-214-0001-000-5

2324-214-0002-000-2

2324-241-0003-000-3

Kings Highway Commerce Park

Southeast corner of Kings Highway and White Road

Fort Pierce, Florida

To Whom It May Concern:

RV Development, LLC, the owner of the above referenced parcels, hereby authorizes Jeff H. Irvani, Inc to be our authorized agent to obtain all the required annexation, rezoning, site plan approvals & civil related permits and to sign on our behalf on all applicable applications for the above referenced project.

Sincerely,

Signature: _____

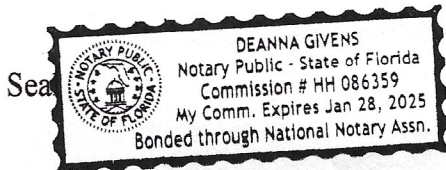
Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of February, 2021, by James A Wynne II who is personally known to me (or) produced a drivers' license as identification and who did (did not) take an oath.

Deanna Givens
Notary Public





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.

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- **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: See attached property appraiser information

2. Legal description of real property for which annexation is being requested:
See attached property appraiser information

Property Tax ID: See attached property appraiser information

3. Size of described property: 28.58 acres

4. Project description: Warehouse and Distribution

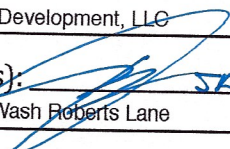
5. Current St. Lucie County Future Land Use Designation: FLU MXD

6. Current St. Lucie County Zoning: RS-2

7. Is this a Historic property? No

8. Appraised value: 4 Parcel appraised value is \$1,917,100

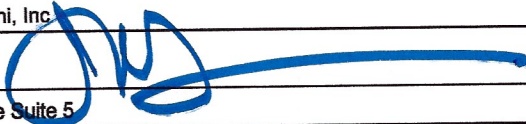
9. Name of Owner(s): RV Development, LLC

Signature of Owner(s):  JAMES A WYNNE III, MANAGING PARTNER

Mailing Address: 547 Wash Roberts Lane

City MC Minnville State Tennessee Zip 37110

Phone 5615756030 - 954-214-4553 Fax 5615756088 - N/A

10. Name of Representative: Jeff H. Irvani, Inc.
Signature of representative: 
Mailing Address: 1934 Commerce Lane Suite 5
City) Jupiter State FL Zip 33458
Phone 561-575-6030 Fax 561-575-6088
E-mail: jhl@bellsouth.net

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

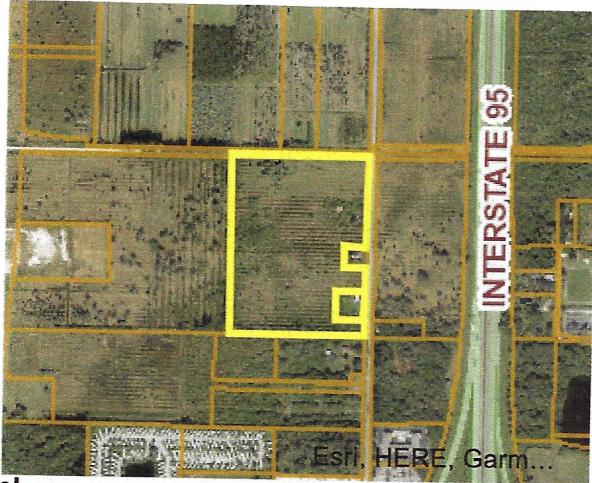
OFFICE USE:		
DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	



Saint Lucie County Property Appraiser
-Michelle Franklin CFA

Report generated: Tuesday, February 16, 2021

Parcel Report



Parcel

PARCELNO: 2324-211-0001-000-6
Property ID: 14253
Owner1: RV Development LLC
SiteAddress: 2261 PETERS RD

Owner

Owner1: RV Development LLC
Owner2:
Owner3:
MailingAddress: %Bud Wynne 547 Wash Roberts Ln McMinnville, TN 37110-4971

Legal Description

LegalDescription: 24 35 39 E 3/4 OF NE 1/4 OF NW 1/4-LESS TRACT 150 FT X 155 FT AS IN DBK 206-141 AND IN OR 492-1228 AND LESS TRACT 208.71 FTX 208.71 FT AS IN DBK 207-165 AND LESS N 35 FT AND LESS E 25 FT- (26.91 AC) (OR 1868-2876 thru 2879 ERROR IN LEGAL)

Overview

PrimaryLandUse: 6000 - GRZNG SLD CP
DistrictGroup: 0002 - Saint Lucie County
Subdivision: Metes and Bounds
Just/Market Value: \$1,634,000
FinishedArea: 1,946
Acres: 26.91
TotalArea: 1,172,199.6

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2020	\$1,634,000	\$2,200	\$1,629,600	\$2,200	\$83,735	\$0	\$83,735	\$2,790	\$1,547,475
2019	\$1,633,300	\$1,500	\$1,629,600	\$2,200	\$83,589	\$0	\$83,589	\$2,236	\$1,547,475
2018	\$1,632,300	\$1,600	\$1,629,600	\$1,100	\$83,456	\$0	\$83,456	\$1,369	\$1,547,475

Tax Links

[SLC Tax Collector's Office taxes for this parcel](#)

[Download TRIM notice for this parcel](#)

Special Assessments

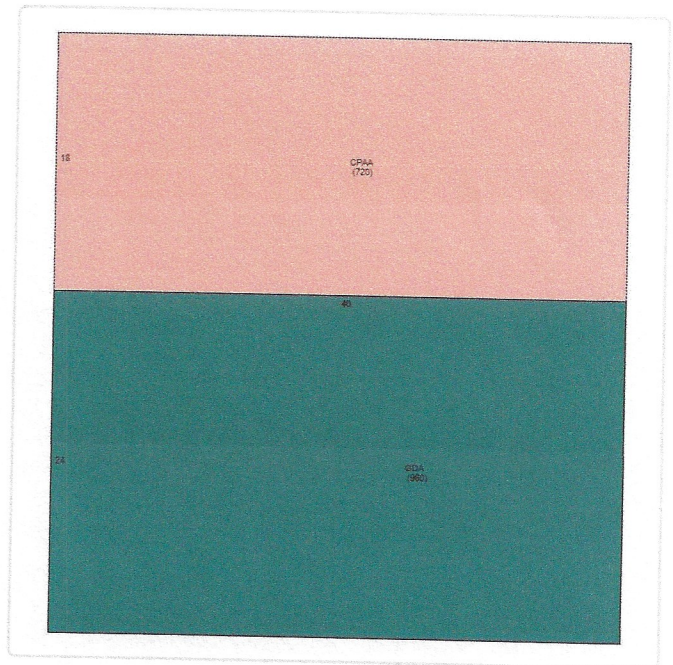
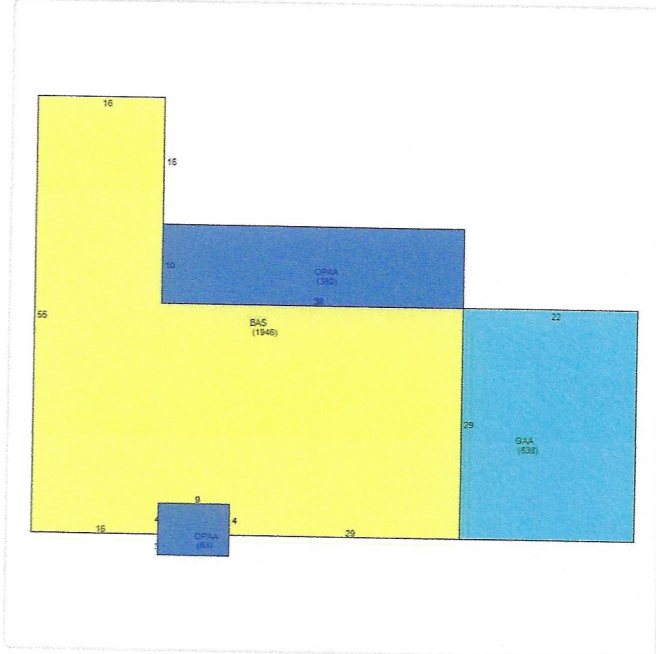
Description	Start Year	Units	Amount
North St. Lucie Water Management District	2013	26.91	\$497.84
County Solid Waste	2009	12	\$276.14

Improvements

Building Sequence: 1
Bedrooms: 0
Bathrooms: 2
Building Type: HD- -
Story Height: 1 Story
No of Living Units: 1
Total Finished Area: 1,946
Gross Sketched Area: 3,027
Year Built: 1966
Effective Year: 1966
Primary Roof Cover: Fibrglss Shg
Primary Roof Structure: Gable
Primary Wall: CB Stucco
A/C %: 0

Building Sequence: 2
Bedrooms: 0
Bathrooms: 0
Building Type: DGAR - Detached Garage
Story Height: 1 Story
No of Living Units: 0
Total Finished Area: 0
Gross Sketched Area: 1,680
Year Built: 1966
Effective Year: 1926
Primary Roof Cover: Fibrglss Shg
Primary Roof Structure: Gable
Primary Wall: CB Stucco
A/C %:

Building Sketches



Sub Area

Building Sequence	Sketch Area Code	Description	Finished Area	Gross Area
1	OPAA	Open Porch Attached Average	0	443
1	GAA	Garage Attached Average	0	638
1	BAS	BASE AREA	1,946	1,946
2	GDA	Garage Detached Average	0	960
2	CPAA	Carport Attached Average	0	720

SFYI

Description	Units	Year Built
RESIDENTIAL SWIMMING POOL AVG QUALITY/MODERATE TRI	330	1977
POOL DECK AVERAGE QUALITY	510	1977

Land Lines

Line Number	Units	Unit Type
1	25.91	MACR
2	1	Acre
3	25.91	CACR

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
12/22/2003	\$168,200	XX04	WD	Fuller Melanie	1868-2879	Clerk of Courts
12/22/2003	\$168,200	XX04	WD	Fuller Melanie	1868-2878	Clerk of Courts
12/22/2003	\$168,200	XX04	WD	Fuller Melanie	1868-2877	Clerk of Courts
12/22/2003	\$168,200	XX04	WD	Fuller Melanie	1868-2876	Clerk of Courts
02/13/2003	\$0	XX01	PB	Vachon (EST) Rita C	1667-231	Clerk of Courts
01/01/1900	\$0					Clerk of Courts

Photos





Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Tuesday, February 16, 2021

Parcel Report



Parcel

PARCELNO: 2324-214-0001-000-5
Property ID: 14255
Owner1: R V Development Llc
SiteAddress: 2315 PETERS RD

Owner

Owner1: R V Development Llc
Owner2:
Owner3:
MailingAddress: %Bud Wynne 547 Wash Roberts Ln McMinnville, TN 37110-4971

Legal Description

LegalDescription: 24 35 39 FROM INTERIOR 1/4 SEC COR RUN N ALG E LI OF NW 1/4 1790.5 FT, TH W 25 FT FOR POB, TH RUN W 155 FT, TH N 150 FT, TH E 155 FT, TH S 150 FT TO POB (0.53 AC) (OR 1828-2808)

Overview

PrimaryLandUse: 0100 - SF Res
DistrictGroup: 0002 - Saint Lucie County
Subdivision: Metes and Bounds
Just/Market Value: \$57,800
FinishedArea: 1,962
Acres: 0.53
TotalArea: 23,086.8

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2020	\$57,800	\$4,800	\$53,000	\$0	\$45,786	\$0	\$45,786	\$12,014	\$0
2019	\$57,700	\$4,700	\$53,000	\$0	\$41,624	\$0	\$41,624	\$16,076	\$0
2018	\$57,800	\$4,800	\$53,000	\$0	\$37,840	\$0	\$37,840	\$19,960	\$0

Tax Links

[SLC Tax Collector's Office taxes for this parcel](#)
[Download TRIM notice for this parcel](#)

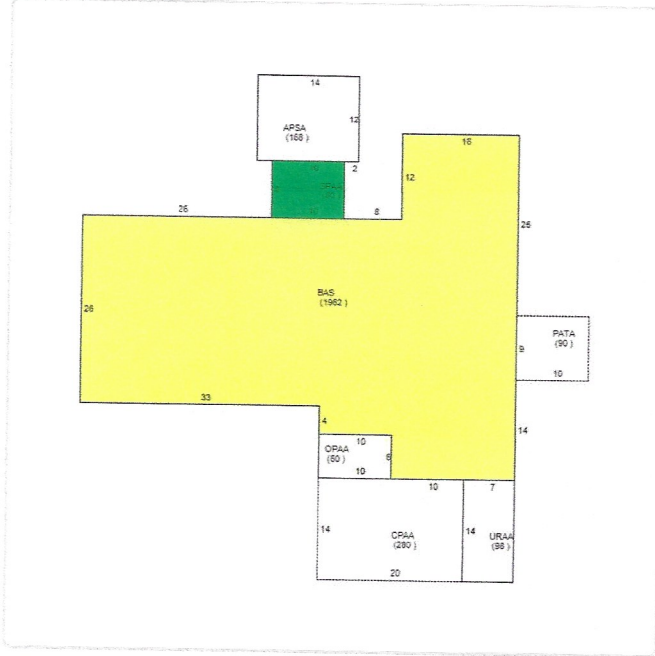
Special Assessments

Description	Start Year	Units	Amount
North St. Lucie Water Management District	2013	0.53	\$25.00
County Solid Waste	2009	12	\$276.14

Improvements

Building Sequence: 1
Bedrooms: 3
Bathrooms: 2
Building Type: HD -
Story Height: 1 Story
No of Living Units: 1
Total Finished Area: 1,962
Gross Sketched Area: 2,738
Year Built: 1956
Effective Year: 1956
Primary Roof Cover: Roll Comp
Primary Roof Structure: Flat/Shed
Primary Wall: Conc Block
A/C %: 100

Building Sketches



Sub Area

Building Sequence	Sketch Area Code	Description	Finished Area	Gross Area
1	URAA	Utility Room Attached Average	0	98
1	SPAA	Screen Porch Attached Average	0	80
1	PATA	Patio Average (Plain Slab)	0	90
1	OPAA	Open Porch Attached Average	0	60
1	CPAA	Carport Attached Average	0	280
1	BAS	BASE AREA	1,962	1,962
1	APSA	Aluminium Porch (Screen) Average	0	168

Land Lines

Line Number	Units	Unit Type
1	0.53	Acre

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
09/26/2003	\$90,000	XX00	WD	Swiatocha Frances A	1828-2808	Clerk of Courts
03/01/1986	\$65,000	XX00	CV		493-822	Clerk of Courts

Photos





Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Tuesday, February 16, 2021

Parcel Report



Parcel

PARCELNO: 2324-214-0002-000-2
Property ID: 14256
Owner1: RV Development LLC
SiteAddress: 2371 PETERS RD

Owner

Owner1: RV Development LLC
Owner2:
Owner3:
MailingAddress: %Bud Wynne 547 Wash Roberts Ln McMinnville, TN 37110-4971

Overview

PrimaryLandUse: 0100 - SF Res
DistrictGroup: 0002 - Saint Lucie County Metes and Bounds
Subdivision: Metes and Bounds
Just/Market Value: \$152,000
FinishedArea: 1,450
Acres: 1
TotalArea: 43,560

Legal Description

LegalDescription: 24 35 39 FROM SE COR OF NE 1/4 OF NW 1/4 RUN N 100 FT, TH W 30 FT FOR POB, TH CONT W 208.71 FT, TH N 208.71 FT, TH E 208.71 FT, TH S 208.71 FT TO POB (1.00 AC) (OR 1959-2516)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2020	\$152,000	\$77,000	\$75,000	\$0	\$126,578	\$0	\$126,578	\$25,422	\$0
2019	\$154,300	\$79,300	\$75,000	\$0	\$115,071	\$0	\$115,071	\$39,229	\$0
2018	\$150,000	\$75,000	\$75,000	\$0	\$104,610	\$0	\$104,610	\$45,390	\$0

Tax Links

[SLC Tax Collector's Office taxes for this parcel](#)

[Download TRIM notice for this parcel](#)

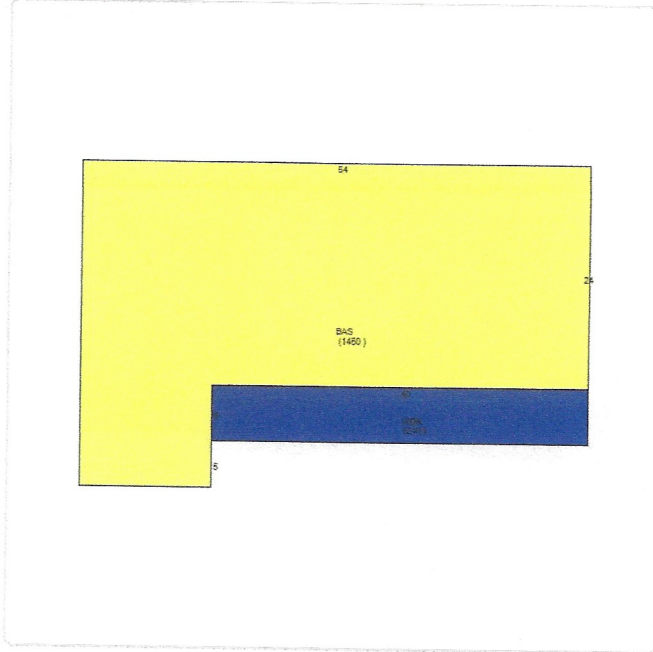
Special Assessments

Description	Start Year	Units	Amount
North St. Lucie Water Management District	2013	1	\$25.00
County Solid Waste	2009	12	\$276.14

Improvements

Building Sequence: 1
Bedrooms: 3
Bathrooms: 1
Building Type: HC- -
Story Height: 1 Story
No of Living Units: 1
Total Finished Area: 1,450
Gross Sketched Area: 1,690
Area:
Year Built: 1957
Effective Year: 1987
Primary Roof Cover: Metal
Primary Roof: Gable
Structure:
Primary Wall: CB Stucco
A/C %: 0

Building Sketches



Sub Area

Building Sequence	Sketch Area Code	Description	Finished Area	Gross Area
1	WDK	WOOD DECK	0	240
1	BAS	BASE AREA	1,450	1,450

Land Lines

Line Number	Units	Unit Type
1	1	Acre

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
04/30/2004	\$235,000	XX00	WD	Norvell John W	1959-2516	Clerk of Courts
09/18/1992	\$55,000	XX00	WD	Norvell William G	808-792	Clerk of Courts
03/01/1984	\$38,500	XX00	CV		426-1709	Clerk of Courts

Photos

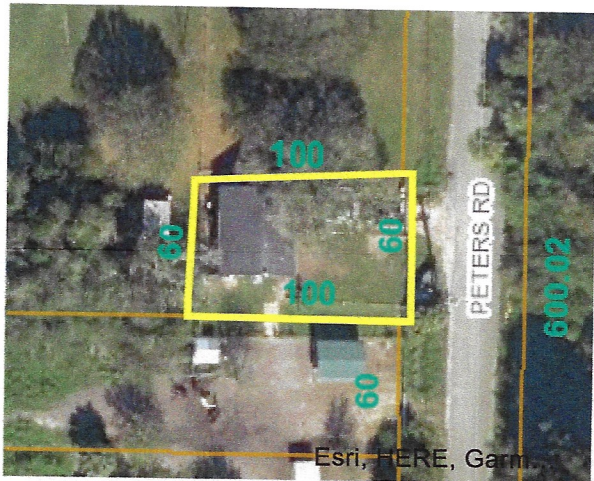




Saint Lucie County Property Appraiser
-Michelle Franklin CFA

Report generated: Tuesday, February 16, 2021

Parcel Report



Parcel

PARCELNO: 2324-241-0003-000-3
Property ID: 14263
Owner1: RV Development LLC
SiteAddress: 2449 PETERS RD

Owner

Owner1: RV Development LLC
Owner2:
Owner3:
MailingAddress: %Bud Wynne 547 Wash Roberts Ln McMinnville, TN 37110-4971

Overview

PrimaryLandUse: 0100 - SF Res
DistrictGroup: 0002 - Saint Lucie County
Subdivision: Metes and Bounds
Just/Market Value: \$73,300
FinishedArea: 912
Acres: 0.14
TotalArea: 6,098.4

Legal Description

LegalDescription: 24 35 39 S 60 FT OF E 125 FT OF N 1/2 OF NE 1/4 OF SE 1/4 OF NW 1/4-LESS E 25 FT FOR RD R/W- (0.14 AC) (OR 2398-108) (ERRONEOUS LEGAL)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2020	\$73,300	\$59,300	\$14,000	\$0	\$60,613	\$0	\$60,613	\$12,687	\$0
2019	\$76,000	\$62,000	\$14,000	\$0	\$55,103	\$0	\$55,103	\$20,897	\$0
2018	\$68,500	\$54,500	\$14,000	\$0	\$50,094	\$0	\$50,094	\$18,406	\$0

Tax Links

[SLC Tax Collector's Office taxes for this parcel](#)
[Download TRIM notice for this parcel](#)

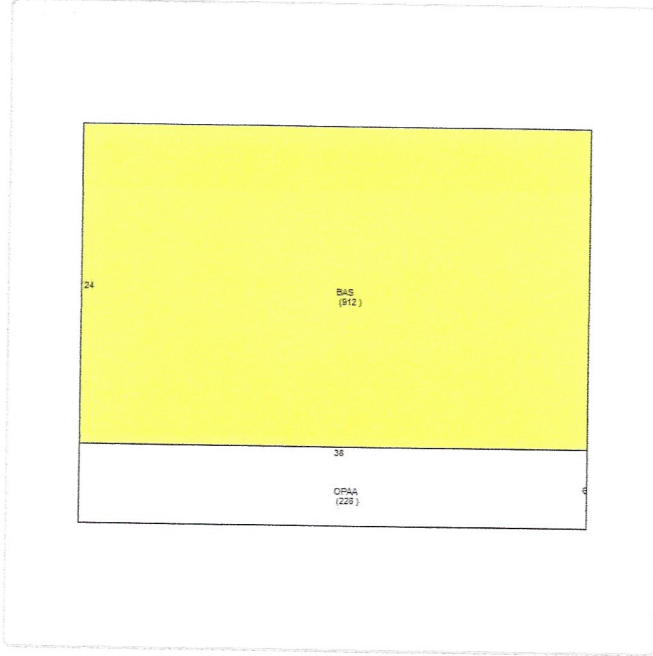
Special Assessments

Description	Start Year	Units	Amount
North St. Lucie Water Management District	2013	0.14	\$25.00
County Solid Waste	2009	12	\$276.14

Improvements

Building Sequence: 1
Bedrooms: 2
Bathrooms: 1
Building Type: HC- -
Story Height: 1 Story
No of Living Units: 1
Total Finished Area: 912
Gross Sketched Area: 1,140
Year Built: 1995
Effective Year: 1995
Primary Roof Cover: Fibrglss Shg
Primary Roof: Gable
Structure:
Primary Wall: Wood/Sheath
A/C %: 100

Building Sketches



Sub Area

Building Sequence	Sketch Area Code	Description	Finished Area	Gross Area
1	OPAA	Open Porch Attached Average	0	228
1	BAS	BASE AREA	912	912

Land Lines

Line Number	Units	Unit Type
1	0.14	Acre

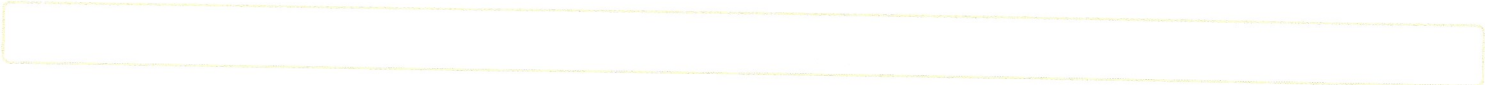
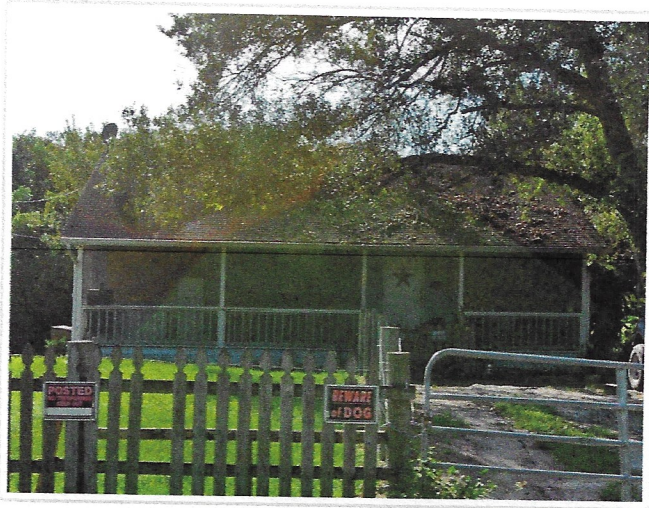
Permits

Permit Number	Issue Date	Description
C94-01621	04/05/1994	Residential New Construction
0000158	07/01/1971	RP Tag for Mobile Home

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
10/17/2005	\$205,000	XX00	WD	Browning Bertie L	2398-108	Clerk of Courts
01/01/1900	\$0				-	Clerk of Courts

Photos





Jeff H. Iravani, Inc.
Consulting Engineers
1934 Commerce Lane, Suite 5
Jupiter, Florida 33458
Tel: (561) 575-6030 Fax: (561) 575-6088
Email: JHI@bellsouth.net Website: www.JHIinc.com

February 26, 2021

City of Ft. Pierce
Planning Department
P.O. Box 1480
Fort Pierce, FL 34950

Attn: Brandon C. Creagan, MCRP, LEED
Planner

Re: **Kings Highway Commerce Park
Request for Annexation**

JHI Project No. 2101-1355

Parcel ID#'s 2324-211-0001-000-6 RV Development, LLC
2324-214-0002-000-2 “
2324-241-0003-000-3 “
2324-211-0001-000-5 “
2324-241-0004-000-0 Great American RV Prop LLC
2324-241-0002-000-6 Sapp (LF EST) Grady

Dear Mr. Creagan,

Please consider the attached application to annex the above parcels into City of Ft. Pierce. Also attached are the authorizations from the above property owners.

Pursuant to Policy 1.11.5 of the Future Land Use Element of the City's Comprehensive Plan, we are requesting that the above properties be annexed in with a General Commercial Land Use Designation, as being compatible with the County's land use designation and consistent with the adjoining properties in the City.

The property that is the subject of the applications currently have an agricultural tax exemption. We are requesting that the annexation ordinance and/or zoning ordinance provide that as long as the classifications and exemptions are consistent with the standards set forth by the St. Lucie County Property Appraiser, nothing in the ordinance(s) is intended to, or shall be construed as, a revocation or abrogation of the land's current St. Lucie County Property Appraiser's tax classifications and exemptions.

Brandon C. Creagan, MCRP, LEED
Kings Highway Commerce Park
February 25, 2021

Please see attached applications, authorization letters and warranty deeds for the above parcels.

The authorization from Grady Sapp's parcel is forthcoming.

Thank you.

J H Iravani

Jeff H. Iravani, P.E.
President

LEGAL DESCRIPTION

"A"
 21-020
 PCN 2324-241-0004-000-0
 OFFICIAL RECORDS BOOK 1798 PAGE 2252

PARCEL I:
 THE WEST 455.58 FEET OF THE EAST 111.8.54 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

AND PARCEL II:
 THE WEST 1088.54 FEET OF THE EAST 1118.54 FEET OF THE SOUTH 264.18 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

"B"
 PCN 2324-211-0001-000-6
 OFFICIAL RECORDS BOOK 1868 PAGE 2879

THE EAST THREE QUARTERS (3/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-FOUR (24) TOWNSHIP THIRTY FIVE (35) SOUTH RANGE THIRTY-NINE (39) EAST, CONTAINING APPROXIMATELY 26.9 ACRES.

"C"
 PCN 2324-214-0002-000-2
 OFFICIAL RECORDS BOOK 1959 PAGE 2516

FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE RUN NORTH 100 FEET; THENCE RUN WEST 25 FEET TO THE POINT OF BEGINNING; CONTINUE WEST 213.71 FEET; THENCE NORTH 208.71 FEET; THENCE EAST 213.71 FEET; THENCE SOUTH 208.71 FEET TO THE POINT OF BEGINNING.

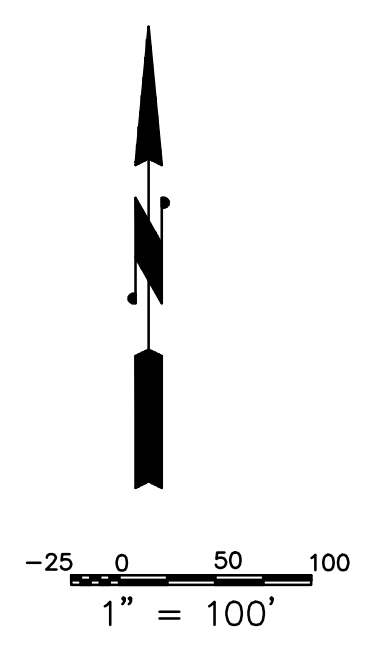
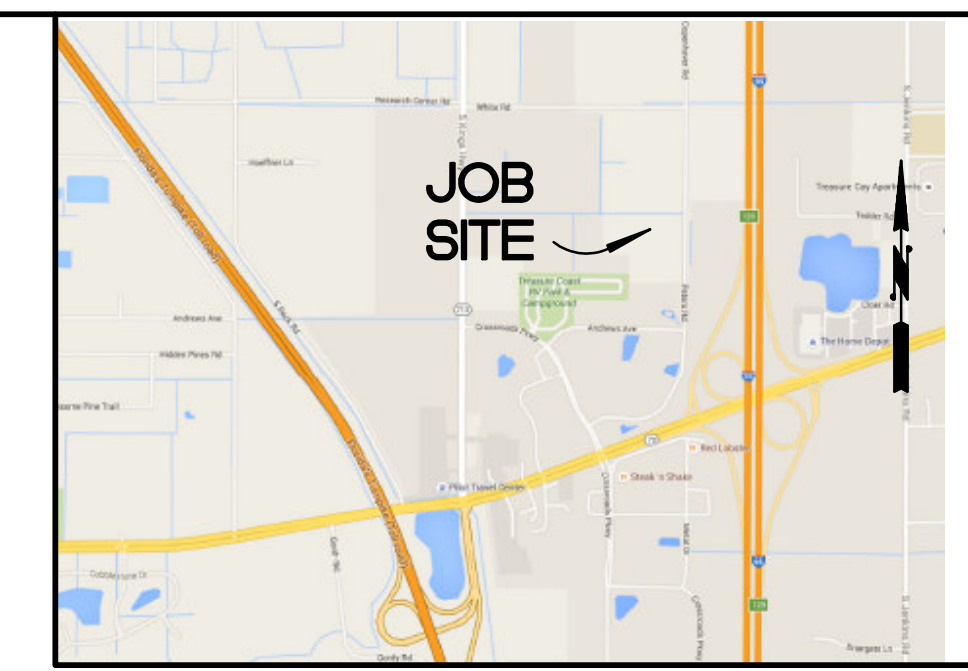
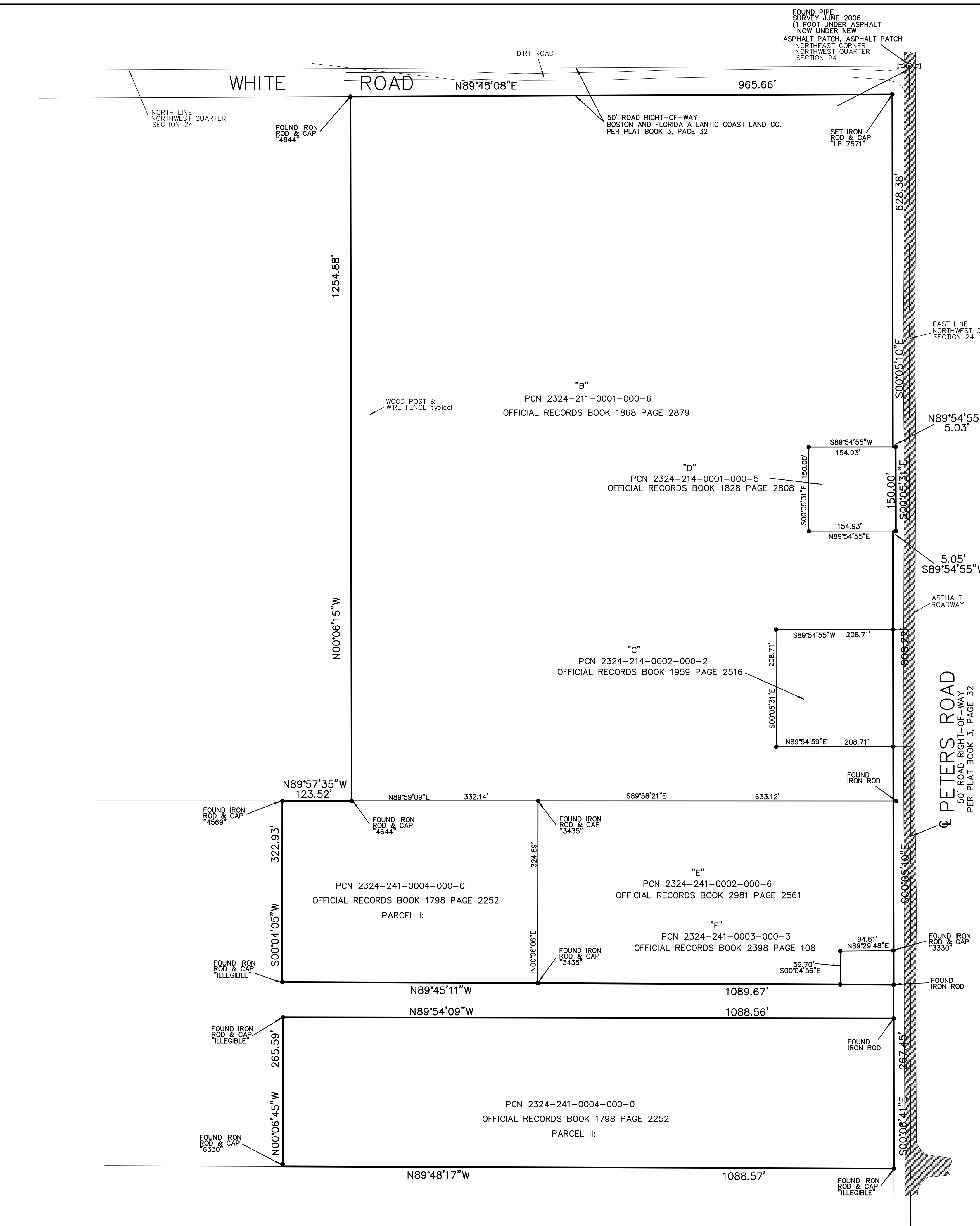
"D"
 PCN 2324-214-0001-000-5
 OFFICIAL RECORDS BOOK 1828 PAGE 2808

FROM THE INTERIOR QUARTER CORNER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, RUN NORTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1790.5 FEET; THENCE WEST 25 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN WEST 155 FEET; THENCE NORTH 150 FEET; THENCE EAST 155 FEET; THENCE SOUTH 150 FEET TO THE POINT OF BEGINNING; BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

"E"
 PCN 2324-241-0002-000-6
 OFFICIAL RECORDS BOOK 2981 PAGE 2561

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LESS THE SOUTH 60 FEET OF THE EAST 125 FEET AND LESS THE EAST 30 FEET, SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

"F"
 PCN 2324-241-0003-000-3
 OFFICIAL RECORDS BOOK 2398 PAGE 108; ERRONEOUS LEGAL DESCRIPTION PER ST. LUCIE COUNTY, CLERK OF THE COURT) DESCRIPTION PER THIS OFFICE THE SOUTH 60.00 FEET OF THE EAST 125 FEET OF THE PER DESCRIPTION DESCRIBED IN OFFICIAL RECORDS BOOK 718, PAGE 2723 ALL TOGETHER CONTAINING 42.668 ACRES MORE OR LESS



MAGELLAN SURVEYING & MAPPING, INC.
 PROFESSIONAL LAND SURVEYORS
 LICENSED BUSINESS
 450 S. OLD DUNE HIGHWAY, SUITE 10
 JUPITER, FLORIDA 33468
 561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com

Boundary Survey

Prepared For: **KINGS HIGHWAY DEVELOPMENT PARTNERS**

Drawn by RES	Date Of Survey	Scale
Field: TF F.B.178 Pg37	FEBRUARY 23, 2021	1" = 100'
REVISIONS:		Drawing Number
		21-020

RONALD E. STOTLER
 PROFESSIONAL SURVEYOR AND MAPPER
 CERTIFICATE NO. 3026
 STATE OF FLORIDA

* Doc Assump: \$ 0.00
* Doc Tax : \$ 1,645.00
* Int Tax : \$ 0.00

THIS INSTRUMENT PREPARED BY AND RETURN TO: Box 34

Douglas E. Gonano, Esq.
GONANO & HARRELL
1600 S. FEDERAL HIGHWAY, #200
FT. PIERCE, FLORIDA 34950-5194
Property Appraisers Parcel Identification (Folio) Numbers: 2324-214-0002-000/2

Space Above This Line For Recording Data

THIS WARRANTY DEED, made the 30th day of April, 2004 by John W. Norvell and Deborah H. Norvell, his wife, herein called the Grantor, to R.V. Development, LLC, 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)

WITNESSETH: That the Grantor, 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.:

From the Southeast corner of the Northeast quarter of the Northwest quarter of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida; thence run North 100 feet; thence run West 25 feet to the Point of Beginning; continue West 213.71 feet; thence North 208.71 feet; thence East 213.71 feet; thence South 208.71 feet to the Point of Beginning.

Subject to the right of way for Peters Road and reservations, restrictions, easements and rights of way of record, if any, provided this reference shall not operate to reimpose the same.

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, 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, 2003.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Elizabeth K Jorgensen
Witness #1 Signature
Elizabeth K Jorgensen
Witness #1 Printed Name

John W. Norvell
John W. Norvell
2371 Peters Road, Fort Pierce, Florida 34945

Richard McClure
Witness #2 Signature
Richard McClure
Witness #2 Printed Name

Deborah H. Norvell
Deborah H. Norvell
2371 Peters Road, Fort Pierce, Florida 34945

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this 30th day of April, 2004 by John W. Norvell and Deborah H. Norvell, his wife, who are personally known to me or have produced their drivers license as identification.

SEAL

Elizabeth K Jorgensen
Notary Public

Printed Notary Name



Elizabeth K Jorgensen
MY COMMISSION # DD079507 EXPIRES
January 25, 2006
BONDED THRU TROY FARM INSURANCE, INC.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2397518 OR BOOK 1959 PAGE 2516
Recorded: 05/06/04 12:49

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2271016 OR BOOK 1798 PAGE 2252
Recorded: 09/15/03 15:31

Prepared by
Roberta Carter, an employee of
First American Title Insurance Company
109 North Second St.
Fort Pierce, Florida 34950
(772) 464-7837

* DOC ASSUMP: \$ 0.00
* DOC Tax : \$ 2,625.00
* Int Tax : \$ 0.00

Return to: Grantee

File No.: 1083-226013

WARRANTY DEED

This indenture made on **September 12, 2003 A.D.**, by

Glenn M. Blake and Frances P. Blake, husband and wife

whose address is: **1575 48th Avenue, Vero Beach, FL 32966**
hereinafter called the "grantor", to

Great American RV Properties LLC

whose address is: **2560 SE 12th Street, Pompano Beach, FL 33062**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **St. Lucie County, Florida**, to-wit:

Parcel I:

The West 455.58 feet of the East 1118.54 feet of the North Half of the North Half of the South Half of the Northwest Quarter of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida.

AND PARCEL II:

The West 1088.54 feet of the East 1118.54 feet of the South 264.18 feet of the South Half of the North Half of the South Half of the Northwest Quarter of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida.

Parcel Identification Number: **2324-232-0000-000/4**

OR BOOK 1798 PAGE 2253

For the consideration hereinbefore set forth, Grantors do additionally grant and convey unto Grantee and easement and right-of-way for the purpose of ingress and egress across the following described tract of land:

The North 60 feet of the West 1088.54 feet of the East 1118.54 feet of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida.

The easement herein granted shall be deemed appurtenant to and run with the ownership of Parcel I and Parcel II and their respective heirs, successors and assigns in title to all or part of Parcel I and Parcel II. Grantors reserve and retain the right to convey similar rights and easements to such other persons as Grantors may deem proper.

Grantors also retain, reserve, and shall continue to enjoy use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement, including the right to build and use the surface of the herein granted easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses and/or to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley. If the Grantors, or any of Grantors' successors or assigns, shall dedicate all or any part of the property affected by this easement, the Grantee, and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedication, without, however, extinguishing the easement rights herein granted.

OR BOOK 1798 PAGE 2254

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 31st of 2002.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Glenn M. Blake
Glenn M. Blake

Frances P. Blake
Frances P. Blake

Signed, sealed and delivered in our presence:

Roberta Carter
Witness Signature

Print Name: Roberta Carter

Terry T. Torres
Witness Signature

Print Name: Terry T. Torres

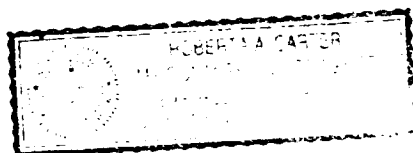
State of **Florida**

County of **St. Lucie**

The Foregoing Instrument Was Acknowledged before me on **September 12, 2003**, by **Glenn M. Blake and Frances P. Blake, husband and wife** who is/are personally known to me or who has/have produced a valid driver's license as identification.

Roberta A. Carter
NOTARY PUBLIC

Notary Print Name _____
My Commission Expires: _____



* Doc Assump: \$ 0.00
* Doc Tax : \$ 630.00
* 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: 2324-214-0001-000/5

Space Above This Line For Recording Data

THIS WARRANTY DEED, made the 26th day of September, 2003 by Frances A. Swiatocha, a single woman, herein called the Grantor, to R.V. Development, L.L.C., a Florida limited liability company whose post office address is 2650 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)

WITNESSETH: That the Grantor, 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.:

From the Interior Quarter Section Corner of Section 24, Township 35 South, Range 39 East, run North along the East line of the Northwest 1/4 of said Section 1790.5 feet; thence West 25 feet to the Point of Beginning; from said Point of Beginning run West 155 feet; thence North 150 feet; thence East 155 feet; thence South 150 feet to the Point of Beginning; being a part of the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida.

Subject to restrictions, reservations, easements and rights of way of record, if any.

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, and 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.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Stacy Ewing Consalvo
Witness #1 Signature
Stacy Ewing Consalvo
Witness #1 Printed Name

Frances A. Swiatocha
Frances A. Swiatocha
2315 Peters Road, Fort Pierce, Florida

Valerie M. Canant
Witness #2 Signature
VALERIE M. CANANT
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 26th day of September, 2003 by Frances A. Swiatocha who is personally known to me or has produced Florida Drivers License as identification.

SEAL

Stacy Ewing Consalvo
Notary Public

Printed Notary Name



Stacy Ewing Consalvo
MY COMMISSION # DD121441 EXPIRES
May 28, 2006
BONDED TRUSTEES FARM INSURANCE, INC.



Stacy Ewing Consalvo
MY COMMISSION # DD121441 EXPIRES
May 28, 2006
BONDED TRUSTEES FARM INSURANCE, INC.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2326041 OR BOOK 1868 PAGE 2876
Recorded: 12/26/03 08:23

(E)
Box
34

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: 2324-211-0001-000/6

Space Above This Line For Recording Data

THIS WARRANTY DEED, made the 22nd day of December, 2003 by Melanie Fuller, a married woman, herein called the Grantor, to R.V. Development, LLC, 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)

WITNESSETH: That the Grantor, 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 Grantor's undivided one-fourth interest in certain land situate in ST. LUCIE County, State of Florida, viz.:

The East Three Quarters (3/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-four (24) Township Thirty-five(35) South Range Thirty-nine (39) East, containing approximately 26.9 acres.

Grantor hereby certifies that the above property does not constitute the homestead of Grantor nor is it contiguous thereto.

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 covenant 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, 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, 2003.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Julia S. Price
Witness #1 Signature

JULIA S. PRICE
Witness #1 Printed Name

Brenda L. Sharpton
Witness #2 Signature

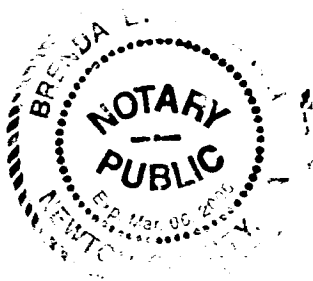
BRENDA L. SHARPTON
Witness #2 Printed Name

Melanie Fuller
Melanie Fuller
1465 Cherokee Trail, Conley, GA 30288

STATE OF GEORGIA
COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this 19 day of December, 2003, by Melanie Fuller, a married woman, who is personally known to me or has produced GA DL 249000545 as identification.

SEAL



Brenda L. Sharpton
Notary Public

BRENDA L. SHARPTON
Printed Notary Name

* Doc Fee: \$ 0.00
* Doc Tax: \$ 1,177.40
* Int Tax: \$ 0.00



PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation - 2261 Peters Road (6 Parcels)

NOTICES PROVIDED PURSUANT TO: 125-37

NOTICE BY NEWSPAPER: 6-6-21 & 6-13-21

NOTICE BY MAIL: 5-21-2021 (to St. Lucie County Administrator & Attorney Per Joint Planning Agreement)

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon C. Creagan

TITLE: Planner

SIGNATURE: 

DATE: 6-10-2021

Timestamp

6/3/2021 8:21:34

City

Fort Pierce

Final Publication Date

6/13/2021

State

FL

Ad Number

GCI0664793

ZIP Code

34950

Publication

St Lucie News

Your Name

Michael Staley

Market

Treasure Coast

Email Address

mstaley@gannett.com

Delivery Method

Both

Number of Affidavits Needed

1

Customer Email

lcox@cityoffortpierce.com

Customer Name

City Of Fort Pierce Legals

Customer Address

100 North U.S. 1 Fort Pierce, FL 34950

Account Number (If Known)

463454

Name

Linda Cox

Street

100 North U.S. 1

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.

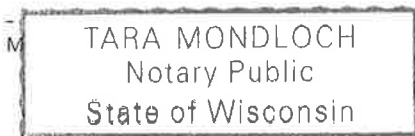
6/6/2021; 6/13/2021



Subscribed and sworn to before on the 13th day of June, 2021

Tara Mondloch

Notary, State of WI, County of Brown



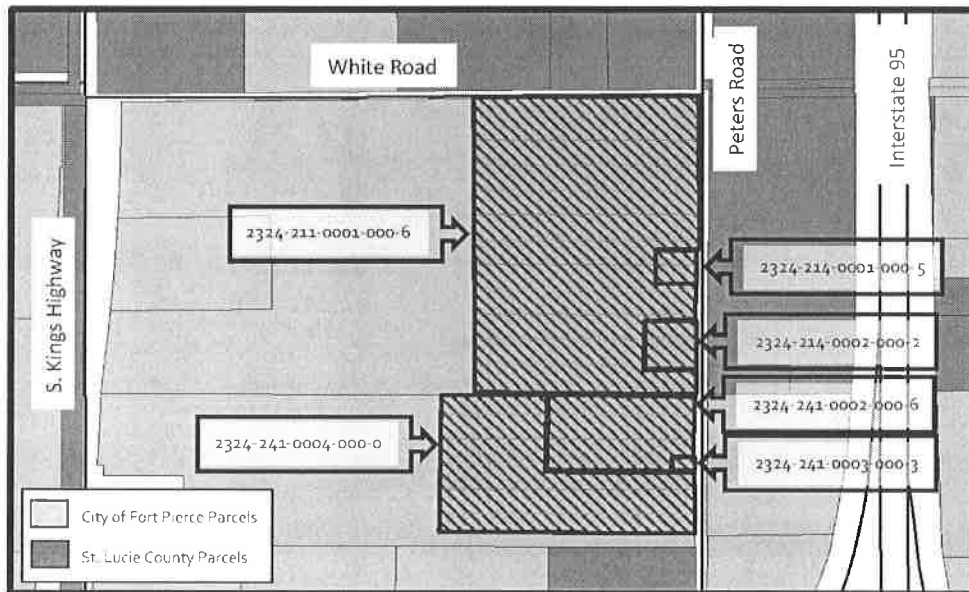
My commission expires: August 6, 2021

Publication Cost: \$945.00
Ad No: GCI0664793
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, June 21, 2021 at 4:30 p.m. and Tuesday, July 6, 2021 at 6:00 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. 21-017 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE SIX (6) PARCELS AT OR NEAR 2261 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 ensure 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: 6/6/2021 and 6/13/2021

City Commission Regular Meeting - 6:00 pm

12. b.

Meeting Date: 07/06/2021

Re: Rental Ordinance

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 21-019 establishing a registration program for vacation rentals, including standards, rules and enforcement. FIRST READING

SUMMARY:

In December, 2020, the Planning Commission recommended to the City Commission that a vacation rental task force be assembled to research how vacation rentals are handled in other areas and how that may apply within the City of Fort Pierce.

Staff initiated the work group made up of key department employees, a member of the planning board, a citizen and a real estate professional, with meetings beginning in February.

In June, 2021, the work group presented its findings to the City Commission; staff then drafted a proposed ordinance which incorporated task force findings, staff views, public and city commission feedback, and the practical and functional implementation.

RECOMMENDATION:

Adopt Ordinance.

ALTERNATIVES:

Adopt ordinance with modifications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Short Term Rental Task Force

Fiscal Impact

OTHER INFORMATION:

There will be revenue to the city; the amount is undetermined at this time.

Attachments

Presentation

21-019

Fee Resolution

Form Review

Inbox

City Manager

City Manager

Form Started By: Linda Cox

Final Approval Date: 06/30/2021

Reviewed By

Linda Cox

Nick Mimms

Date

06/17/2021 02:53 PM

06/30/2021 02:19 PM

Started On: 06/17/2021 02:50 PM

CITY OF FORT PIERCE VACATION RENTAL ORDINANCE



History

In December, 2020, the Planning Commission recommended to the City Commission that a vacation rental task force be assembled to research how vacation rentals are handled in other areas and how that may apply within the City of Fort Pierce.

Staff initiated the work group made up of key department employees, a member of the planning board, a citizen and a real estate professional, with meetings beginning in February.

In June, 2021, the work group presented its findings to the City Commission; staff then drafted a proposed ordinance which incorporated task force findings, staff views, public and city commission feedback, and the practical and functional implementation.

Important definitions

Vacation rentals are rental units being rented for 30 days or less and are regulated by the Florida Department of Business and Professional Regulation (DBPR).

Short-term rentals (often called seasonal rentals) are rental units being rented for greater than 1 month but less than 6 months but are not regulated nor licensed by the DBPR. They are required to collect and remit sales tax and bed tax.

Task Force Research Findings

Established Standards and Requirements for vacation and short-term rentals.

- All units must be registered with the City and renew annually.
- Must meet Florida Building, Fire and Life Safety Codes
- Responsible Person available 24/7 to respond to complaints
- Parking requirements and limitations
- Maximum occupancy
- Events and Noise requirements
- Sexual offender registration with St. Lucie County Sheriff's Dept.
- Advertising requirements
- Interior and Exterior information posting requirements

Task Force Research Findings

- Management company or responsible person requirements.
- Application components
- Conditions for denial and revocation of rental unit registration.
- Code enforcement provisions
- Initial and bi-annual unit inspections required:
 - Swimming pools must be inspected by state licensed contractor
 - Presence of required safety equipment, smoke and carbon monoxide alarms and fire extinguishers.
 - Inspections by Code Enforcement to verify compliance with established standards and requirements
- Registration Fee of \$1200 to include city inspection.
- Fee to fund two Code Enforcement Officers

Staff Recommendations

- Rental unit registration shall be required of each individual unit.
- Pool and Rental Unit inspections will not be required by the City; any inspections would be conducted by the state.
- All other standards and requirements along with the enforcement of such remain in effect.
- Registration Fee should be \$250.00 per unit annually with the elimination of the inspections.
- One Code Enforcement Officer funded by the registration fee to ensure proactive enforcement of requirements and identifying unregistered rental units.

Possible Actions of the City Commission

- APPROVE the ordinance with the Task Force findings establishing Standards, Requirements, and Enforcement and incorporating the staff recommendation to remove all inspections. (Ordinance as attached)
- APPROVE the ordinance with CHANGES.
- DISAPPROVE the ordinance and request the Task Force to continue its research.

Questions?



ORDINANCE NO. 21-019

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CREATING **CHAPTER 22, ARTICLE X – SHORT TERM AND VACATION RENTAL REGULATIONS**; ESTABLISHING STANDARDS AND REGULATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce, Florida, desires to establish and enforce standards for vacation rental units and short-term rental units in the city in a manner which protects the character and quality of life in the neighborhood or area where the vacation rental units and short-term rentals are located while not unduly restricting the owner of the vacation rental units and short-term rentals from use of their property.

WHEREAS, on December 14, 2020, after hearing from the Planning Board, the City Commission suggested that staff assemble a working group comprised of residents, business owners and city staff to research and evaluate options for the regulation of short term and vacation rentals.

WHEREAS, at the June 14, 2021 Conference Agenda Meeting, the task force presented their findings to the City Commission, some of which are represented in this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA;

SECTION 1. Chapter 22, Article X of the Fort Pierce Code of Ordinances, is hereby created as follows:

ARTICLE X. – SHORT TERM AND VACATION RENTAL REGULATIONS

DIVISION 1 - GENERALLY

Section 22-500 – Title.

This article shall be known as “Short Term and Vacation Rental Regulations”

Section 22-501- Purpose and intent.

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

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

Section 22-502 - Interpretation.

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

Where this article conflicts with or overlaps other articles or regulations, the more stringent shall prevail.

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

Section 22-503 - Definitions.

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

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

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

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

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

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

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

Repeat violation refers to a violation of a provision of a code or ordinance by a person who has been previously found through the special magistrate or any other quasi-

judicial or judicial process, to have violated or who has admitted violating the same provision within five (5) years prior to the violation, notwithstanding the violations occur at different locations.

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

Short-term rental refers to rental units being rented for greater than 1 month but less than 6 months.

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

Vehicle means any vehicle or conveyance which is designed to travel along the ground or water. The term "vehicle" includes, but is not limited to, automobiles, buses, mopeds, motorcycles, trucks, tractors, trailers, go-carts, golf carts, motor homes, boats, watercraft and recreational vehicles.

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

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

Reserved 22-504 - 22-505.

DIVISION 2 - STANDARDS AND REQUIREMENTS

Section 22-506. - Standards and requirements.

- 1) *Generally.* All vacation rental units and short-term rentals, whether single-family homes, duplexes, condominium units, three or more unit complexes, or multiple family complexes, must meet the minimum standards for habitable structures set forth in the Florida Building Code, the Florida Fire Code, the Florida Life Safety Code, the Federal Emergency Management Agency laws and regulations, and the Code of Ordinances, subject to legal nonconformities.
- 2) *Registration.* All vacation rentals and short-term rentals shall be required to have an updated rental unit registration issued by the city clerk's office. A rental unit registration is nontransferable between owners. A change of ownership of the rental unit shall require the new owner or his agent to obtain a new rental unit registration for the vacation rental or short-term rental.
- 3) *Swimming pool, spa, and hot tub safety.* An in-ground or above-ground swimming pool, spa, or hot tub offered or made available as an amenity at a vacation rental unit shall comply with current standards of the Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes.

- 4) *Swimming pool, spa, and hot tub screening.* All in-ground and above-ground swimming pools, spas, and hot tubs at rental units shall meet the requirements contained in the Florida Building Code.
- 5) *Smoke and carbon monoxide (CO) detection and notification system.* A working smoke alarm and carbon monoxide (CO) alarm system shall be present within the rental unit and maintained on a continuing basis consistent with the requirements of Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code.
- 6) *Fire extinguisher.* A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected, and maintained in accordance with NFPA 10 on each floor of a rental unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location of the fire extinguisher.
- 7) *Emergency egress maintenance and lighting.* Halls, entrances, and interior stairways within a rental unit shall be clean and lit. Hall and stair runners shall be kept in good condition. Rails shall be installed on all stairways. A safe, continuous, and unobstructed path of travel shall be provided from any point in a building or structure to the exit. The means of egress shall comply with the International Fire Code.
- 8) *Local phone service.* At least one land line telephone or cellular telephone with the ability to call 911 or the local emergency number shall be available in the main level common area in the rental unit.
- 9) *Parking.*
 - a) The minimum required on-site parking for dwelling rentals shall be one (1) 9'6" x 19' space.
 - b) The maximum allowed on-site parking for each rental single-family dwelling shall be based on the number of dedicated 9'6" x 19' spaces on the lot in which the dwelling rental occupies.
 - c) In multi-family residential instances, the maximum number of parking spaces allowed for each dwelling rental shall be limited to those spaces which are specifically assigned to the rental unit and not those which would be shared by all of the building tenants' guests.
 - d) No overnight on-street parking shall be allowed by the responsible person/entity, renters, or their guests.
 - e) On-street parking shall only be allowed in marked and designated on-street parking areas.
 - f) No on-site parking shall be allowed on grassed surfaces, including boats, recreational vehicles, and other vehicles as defined in section in this article.
 - g) All on-site parking spaces and maneuvering areas shall comply with the surface material requirements set forth in section 125-315.
- 10) *Elevators.* Any rental unit with an elevator shall meet the applicable requirements of the Florida Building Code, Florida Statutes, and any other required regulatory agency.
- 11) *Solid waste handling and containment.* Vacation rental and short-term rental owners shall supply city-approved carts for containment of solid waste, etc. The owner or manager of a rental unit shall place the waste containers at a clearly marked location specified by the city and shall comply with the requirements of the Florida Building Codes and the code of ordinances.
- 12) *Noise.* Notwithstanding any other provision of this article, and in addition thereto, it shall be unlawful for any person to make, or cause or permit to be made, any noise disturbance. A person affected by a noise disturbance may include residents, law enforcement or code enforcement officials, or others who may be reasonably disturbed in the general conduct of their affairs.
 - a) Daytime noise regulations. Radios, tape player, or other mechanical or electronic sound making device or instrument, and similar devices, shall be prohibited in the following manner:

1. The operating or amplifying of any radio, tape player, or other mechanical or electronic sound making device or instrument or similar device which produces or reproduces sound on the public rights-of-way in such a manner as to be plainly audible to any person other than the operator of the device.
 2. The operating or amplifying of any radio, tape player, or other mechanical or electronic sound making device or instrument or similar device which produces or reproduces sound in such a manner that it is unreasonably loud, raucous, jarring, disturbing, or a nuisance to reasonable persons of normal sensitivities within the area of audibility.
 3. The operating or playing of any radio, tape player, or other mechanical or electronic sound making device or instrument or similar device which causes physical vibration that is perceptible to reasonable persons of normal sensitivities within the closed confines of a residence.
 4. The operating or playing of any radio, tape player, or other mechanical or electronic sound making device or instrument or similar device which produces or reproduces sound in a motor vehicle in a manner as to be plainly audible at a distance of 25 feet.
- b) Nighttime noise regulations. Noise which is plainly audible from beyond the rental unit's property line, between the hours of 11 PM and 7 AM, shall constitute a violation of this section.
- 13) *Commercial events.* No rental unit may be leased as a location for a commercial event. It shall be prima facie evidence of a violation of this article for anyone to advertise or hold out the property to be used as a location for a commercial event.
 - 14) *Guests.* Each rental unit may host guests who are not counted towards the maximum occupancy of the unit. Guests may only park in code-permitted parking spaces and must vacate the premises between the hours of 12 AM (midnight) and 8 AM.
 - 15) *Tents.* Camping tents shall only be allowed on single-family lots and residences. Their placement shall be limited to the rear yards of these lots and shall be used exclusively by the individual tenants of the rental unit agreement.
 - 16) *Fireworks.* Fireworks shall only be permitted for a 24-hour period on December 31st and July 4th.
 - 17) *Domesticated animals.* Rental units which may allow domesticated animals to stay on-premises shall require that each animal wear a collar with an identification tag displaying, at minimum, the animal's name, the owner's name, and the owner's phone number or a microchip with the same information. Renters must be able to provide, upon request by any city or county official, a copy of proof of valid rabies vaccination for each animal. Such animals shall be at all times secured within the property lines or on a leash, but shall not be tethered. Continual nuisance barking by the animals is prohibited. The keeping of animals shall be subject to the regulations of this section and chapter 6 of the code regarding animals.
 - 18) *Advertising requirement.* All advertising for rental units shall identify the city-issued business tax receipt number associated with the advertised rental property. The vacation business tax receipt number shall be included on all advertising, including, but not limited to print and internet-based advertising. Advertisements that do not contain this information or that contain inaccurate information shall be deemed a violation of this section for each day that the advertisement runs. Advertisements shall be consistent with section 22-511 of this article.
 - 19) *Evacuation.* All occupants of the rental unit shall be required to promptly evacuate from the premises upon posting of any evacuation order issued by state or local authorities.
 - 20) *Sexual offenders.*

- a) In addition to general compliance with all federal, state, county, and local laws, it is the affirmative duty and responsibility of the property owner and rental unit responsible person, individually and collectively, to ensure that sexual offenders, as defined by state law, register with the St. Lucie County Sheriff's Department ("SLCSD"), in accordance with state law, as may be amended from time to time.
 - b) Notification of sexual offender status. At the time of reservation, the property owner or rental unit responsible person shall inquire if any rental unit occupant is a sexual offender, as defined by state law. If any rental unit occupant is a sexual offender as defined by state law, the property owner, rental unit agent, or both shall notify SLCSD within twenty-four (24) hours of being informed.
 - c) Non-compliance. A property owner's failure to comply with the provisions of this subsection shall constitute a violation of this section, and may subject the property owner to revocation of the rental unit registration.
- 21) *Posted or displayed information (interior).* There shall be provided, in the unit within ten (10) feet of the front door, all of the following information. This information shall be made available for inspection by county or city staff.
- a) The name, address, and phone number of the responsible person(s);
 - b) The maximum occupancy of the unit;
 - c) The maximum number of vehicles that can be parked at the unit, along with a sketch of the location of the parking spaces;
 - d) The days of trash pick-up, including type (i.e. bulk, recyclables, etc.). Trash shall not be placed for pick-up except after 6:00 pm on the day prior to pick-up, and the trash containers shall be removed from the curb no later than 6:00 pm on the day of pick-up, if applicable;
 - e) The location and contact information of the nearest hospital and police station, including non-emergency numbers;
 - f) A legible copy of the rental unit registration;
 - g) A legible copy of the rental unit business tax receipt;
 - h) A legible copy of this article; and
 - i) A legible copy of the agreement between the owner and the rental unit occupant(s), for the duration of the rental period covered by that agreement.
- 22) *Posted or displayed information (exterior).* Unless prohibited by association, condominium or similar restrictions, there shall be posted, in an easily visible manner, outside the rental unit within ten (10) feet of the front door, or the exterior of any fence, or in a common area provided for multi-unit dwellings, and encased in a weatherproof display, the contact information for the property owner or responsible person.

Section 22-507. - Existing legal nonconformities.

- 1) Throughout the city there exist rental units with valid Business Tax Receipts (BTRs) that are legal nonconformities from various ordinances. Notwithstanding the Florida Building Code, the Florida Fire Code, and the Florida Life Safety Code, it is not the intent of this article that these legal nonconformities be corrected as a condition of receipt of a rental unit registration. However, it shall be the responsibility of each rental unit to come into compliance with all of the minimum standards and requirements set forth in this article, as applicable.
- 2) For properties with existing BTRs, legal existing nonconformities shall be identified by the property owner and inventoried by the code enforcement department with the initial issuance of a rental unit registration. The final decision of whether a legal nonconformity exists shall be determined by the code enforcement department. The code enforcement department's

decision may be appealed to the city's special magistrate within 30 days after the department's decision. Issuance of a rental unit registration is affirmative assent of existing legal nonconformities. Change of ownership of property shall not invalidate existing nonconformities associated with the initial rental unit registration.

- 3) Upon issuance of subsequent rental unit registration, if it is the determination of the code enforcement department that there are nonconformities not identified and inventoried with the original rental unit registration, the code enforcement department shall require nonconformities to come into compliance prior to issuing a new rental unit registration. Appeals of the code enforcement department's decision may be appealed to the city's special magistrate.

Section 22-508. - Exemption for pre-existing rental agreements.

- 1) Notwithstanding any other provision of this article, rental agreements with prospective occupants for rental units that were pre-existing as of December 31, 2022, (hereinafter "pre-existing agreements") are exempt from the occupancy provisions of this chapter for maximum occupancy limits. Any pre-existing agreements for occupancy through 2022, shall be disclosed to the city by October 1, 2021. All advertising must be compliant for occupancy limits no later than October 1, 2021.
- 2) If a rental unit is cited for a violation of this article, (that would not be a violation if it were not for this section), when the rental unit is occupied under the terms of a pre-existing agreement, the rental owner may defend such violation based on the fact that the rental unit was exempt from this section due to it being occupied pursuant to a pre-existing agreement. Such defense shall be determined based upon the following information, and upon any additional information supplied by the rental unit owner or otherwise determined by the fact finder:
 - a) Copy of deposit or payment information evidencing that the agreement was a pre-existing agreement.
 - b) Copy of e-mail or other communication evidencing a binding pre-existing agreement.
 - c) Information from the occupant confirming that there was a binding agreement in a time frame to make the agreement as pre-existing agreement under this section.
- 3) If it is reasonably determined by the city staff, and confirmed by the city's special magistrate, that any information supplied to the city in support of an application for exemption, or in support of a defense based upon pre-existing agreement, was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be subject to the penalties contained in this article.

Section 22-509. - Management company or responsible person.

- 1) An owner of a rental unit may designate a management company or responsible person to manage the unit on his/her behalf.
- 2) Said management company shall have an office located within St. Lucie County. The responsible person shall officially reside in a dwelling unit located within St. Lucie County. Proof of residency shall be demonstrated to the city clerk's office in the form of a Florida Driver's License or Florida Identification Card only.
- 3) The city will provide a form for such purpose which must be completed and submitted to the city. The designation of management company or responsible person does not relieve the owner of the responsibility to comply with all state and local statutes and ordinances.
- 4) Upon a change of ownership or a transfer of management company or responsible person of a rental unit, the owner shall notify the city of the new

owner, manager, and/or responsible person within ten (10) business days of such change. A vacation rental or short-term rental owner may change this authorization by submitting a new properly executed authorization form. The new owner, management company, or responsible person shall comply with all procedural requirements of the code of ordinances and the conditions of the registration for the rental unit being transferred.

- 5) The management company or responsible person shall respond to any and all calls within one (1) hour. The failure of a management company or responsible person to respond within one (1) hour, three (3) times within a twelve-month period shall result in the revocation of the entity's ability to manage the rental unit on behalf of the property owner for a period of twelve months from the time that their management abilities are rescinded.

Section 22-510. - Application for rental unit registration.

The application shall contain all information relevant to review and approval of a rental unit registration, including but not limited to, the following information:

- 1) Property owner.
 - a) Name.
 - b) Address.
 - c) Mailing address (if different).
 - d) Telephone number.
 - e) E-mail address.
- 2) Property management or responsible person.
 - a) Name.
 - b) Address.
 - c) Mailing address (if different).
 - d) Telephone number.
 - e) Local emergency and contact phone with 24-hour availability for receiving notice of violations.
 - f) E-mail address.
- 3) Property and rental unit address and telephone number.
 - a) Number and street address, including individual unit numbers or letters.
 - b) The name of the rental unit property (e.g., "Mermaid's Hideaway"), if one is used.
 - c) The cell phone or landline number for the rental unit.
- 4) Proof of ownership. The following proofs of ownership must be submitted:
 - a) Copy of recent profile from property appraiser.
 - b) Active Sunbiz registration for corporate ownership, if applicable.
- 5) Parcel identification number (assigned by the county property appraiser).
- 6) Property description type.
 - a) Single-family unit.
 - b) Duplex unit.
 - c) Triplex unit, quadraplex unit, or similar.
 - d) Condominium unit.
- 7) Maximum occupancy.
- 8) Parking.
 - a) Number of onsite parking spaces.
 - b) Location of onsite parking spaces.
- 9) Exterior site sketch.
- 10) Interior building sketch (including all bedrooms, extinguishers, alarms, ingress/egress, living spaces, etc.).
- 11) Florida Department of Business & Professional Regulation license number (if applicable).
- 12) Florida Sales Tax Identification Number.
- 13) St. Lucie County Tourist Development Tax Account Number.
- 14) St. Lucie County Business Tax Receipt (if applicable).
- 15) Payment of all applicable fees.

- 16) Verification of no pending Code Enforcement proceedings for the rental unit.
- 17) Proof of no outstanding balance due to the city for the rental unit.

Section 22-511. - Rental unit advertising requirement.

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

- 1) A reference to rental unit regulations as found in Chapter 22, Article X;
- 2) A reference to sea turtle protection requirements (for coastal areas only) as found in Section 16-82;
- 3) A reference to domestic animal regulations as found in Chapter 6;
- 4) A reference to limited pet-friendly parks and beaches in the area; and
- 5) A link to the city's code of ordinances found at:
https://library.municode.com/fl/fort_pierce/codes/code_of_ordinances.

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

Section 22-512. - Modification of rental unit registration.

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

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

Section 22-513. - Duration of rental unit registration.

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

Section 22-514. - Renewal of rental unit registration.

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

Section 22-516. - Denial and revocation of rental unit registration.

- 1) The city clerk may revoke or deny the issuance of a rental unit registration if it is determined that an applicant:

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

Reserved 22-517 – 22-520.

DIVISION 3. - ENFORCEMENT

Section 22-521. - Enforcement of rental units.

- 1) The police department's officers, code enforcement officers, and any other city employees designated by the city manager shall enforce this article; complaints may be filed with the City using all available and acceptable methods.
- 2) Provisions of this article may be enforced by the city as a civil violation pursuant to chapter 1, article II, division 2 or chapter 1, article II, division 3.
 - a) Violations of this article addressed by chapter 1, article II, division 3 shall be addressed via a citation and shall:
 1. Be issued directly to the violator (tenant/occupant).
 2. Be issued for each individual and separate violation.
 3. Be considered a class II violation.
 - b) Violations of this article addressed by chapter 1, article II, division 2 shall be addressed via notice of violation and shall:
 1. Be issued to the property owner, per state statute 162.12(1)(a), with additional copies provided to the management company or responsible person.
 2. Be issued as a result of any violation of any provision of this section or be issued as a result of the issuance of a citation to a tenant or occupant.

3. Shall be considered irreversible and, per state statute 162.09(2)(a), may result in a fine of up to \$5,000 per violation.
- 3) Each consecutive day that a violation continues may be considered a separate violation.
- 4) Copies of all enforcement activities shall be provided to the city clerk's office.

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 of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance shall be and become effective on this 19th day of July, 2021.

APPROVED AS TO FORM & 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. 21-019 was duly advertised by title only in the St. Lucie News Tribune on June 26, 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 July 6, 2021; and was duly introduced, read by title only, and passed on second and final reading July 19, 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 19th day of July, 2021.

Linda Hudson
MAYOR COMMISSIONER

ATTEST:

(CITY SEAL)

Linda W. Cox, City Clerk

RESOLUTION NO. 21-R36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ESTABLISHING BY RESOLUTION THE **ANNUAL VACATION RENTAL REGISTRATION FEE**; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida has enacted Ordinance No. 21-019 to provide for the registration of vacation and short-term rentals within the city limit; and

WHEREAS, the City of City Pierce establishes all fees by resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

Section 1. The City Commission hereby establishes the annual registration fee for short term and vacation rentals at \$250.00 annually.

Section 2. This Resolution shall take effect on July 19, 2021

IN WITNESS WHEREOF, this Resolution has been duly adopted this 19th day of July, 2021.

Linda Hudson
Mayor Commissioner

ATTEST:

Linda W. Cox
City Clerk

(SEAL)

**APPROVED AS TO FORM
AND CORRECTNESS**

Peter J. Sweeney
City Attorney

Vacation Rentals & Timeshare Projects

The Division of Hotels and Restaurants is responsible for regulating public lodging establishments in Florida, which includes licensing and inspecting Vacation Rentals and Timeshare Projects [see Chapter 509, Florida Statutes (FS), and Chapter 61C, Florida Administrative Code (FAC)].

Florida law defines a "Public lodging establishment" as transient public lodging establishments and non-transient public lodging establishments. [Section 509.013(4), FS]

Transient public lodging establishment means "any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests."

Vacation Rental: Vacation rentals are transient public lodging establishments defined in s. 509.242(1)(c), FS, as: any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family or four-family house or dwelling unit that is also a transient public lodging establishment, but that is not a timeshare project.

Timeshare Project: A timeshare property (as defined in Chapter 721, F.S.) that is located in Florida and is also a transient public lodging establishment. (E.g., a timeshare property that rents by the week to guests outside the timeshare community.) (509.242(1)(g), F.S.)

License Classifications

Vacation rentals and timeshare project licenses have three different classifications (61C-1.002(4)(a), F.A.C.):

- **Single License:** May include one single home or townhome, or a unit or group of units within a single building that are operated by the owner.
- **Group License:** Covers all units within a building or group of buildings in a single complex that are licensed to a licensed agent. (Multiple group licenses may be issued to different licensed agents for units located on the same property.)
- **Collective License:** Issued to a group of houses or units found in separate locations that are represented by the same licensed agent. (A collective license may have a maximum of 75 houses or units per license and is restricted to counties within one district.)

If you operate both vacation rental condominiums and vacation rental dwellings, you may not combine them on the same license in any of the three licensing categories.

Licensed Agent

A licensed agent is someone that the property owner has authorized, through a rental agreement or contract, to hold out the property for rent on a transient basis. The licensed agent does not have to hold a license from the Division of Real Estate.

Only a licensed agent can hold a group or collective license. A licensed agent may not hold a single license. The licensed agent is responsible for all violations cited during an inspection if the violations occurred while the unit or dwelling was listed under the licensed agent (or if the division records list the property under the licensed agent).

Licensing

To obtain a Vacation Rental or Timeshare Project license you need to fill out an Application for Vacation Rental or Timeshare Project License. The application packet is available at <https://www.myfloridalicense.com/intentions2.asp?chBoard=true&boardid=200&SID>.

The Application for License must be submitted along with the following items:

- A list of all units or houses to be licensed.
- A completed DBPR HR-7020, Certificate of Balcony Inspection if the units or houses are 3 or more stories in height and the railings, stairwells and/or balconies are not in common areas.
- Appropriate Fees: Fees are based on the number of units to be licensed. An automated fee calculator and fee tables are provided on our website at <http://www.myfloridalicense.com/dbpr/hr/licensing/Apply-License.html>. You also can contact the Customer Contact Center at 850.487.1395 to obtain the correct license fee. In addition to the license fee, there is a one-time application processing fee of \$50.

Licensing Exclusions

The definition of a public lodging establishment does not include (509.013(4)(b), F.S.):

- Any dormitory or other living or sleeping facility maintained by a public or private school, college, or university for the use of students, faculty, or visitors.
- Any facility certified or licensed and regulated by the Agency for Health Care Administration (AHCA) or the Department of Children and Families (DCF) or other similar place regulated under s. 381.0072, F.S. E.g.,

hospitals, nursing homes, assisted living facilities, sanitariums and day care centers.

- Any place renting four rental units or less, unless the rental units are advertised or held out to the public to be places that are regularly rented to transients.
- Any vacation rental or timeshare project that is rented for periods of at least 30 days or 1 calendar month, whichever is less; AND is not advertised or held out to the public as a place regularly rented for periods of less than 1 calendar month, provided that no more than four rental units within a single complex of buildings are available for rent.
- Any migrant labor camp or residential migrant housing permitted by the Department of Health (DOH); under Chapters 381.008-381.00895, F.S. or any mobile home park inspected by the Department of Health (DOH) and regulated under Chapter 513, F.S.
- Any nonprofit organization that operates a facility providing housing only to patients, patients' families, and patients' caregivers and not to the general public.
- Any apartment building inspected by the U.S. Department of Housing and Urban Development (HUD) that is designated primarily as housing for persons at least 62 years of age. This exclusion applies to individual buildings, not entire complexes (unless every building in the complex fits the criteria).
- Any roominghouse, boardinghouse, or other living or sleeping facility that may not be classified as a hotel, motel, apartment, timeshare project, vacation rental, nontransient apartment, bed and breakfast inn, or transient apartment under s. 509.242, F.S.

Sanitation

- Halls, entrances, hall/stair runners and stairways (unless common) shall be clean, ventilated, and well-lit day and night.
- Kitchen appliances and refrigeration equipment shall be kept clean, free from odors and in good repair.
- If dishes and glassware are provided, you must sanitize them between guests. (Proper warewashing requires a three-compartment sink or commercial dishmachine; OR the operator must post a notice informing guests that the dishes and glassware have not been sanitized according to public food service establishment standards. The notice must include the specific language on the notice available from the division website at <http://www.myfloridalicense.com/dbpr/hr/forms/loqing-publications.html>.)
- Toxic items must be properly stored and labeled.

- Potable water shall be supplied and adequate sanitary facilities for guests. E.g., showers, handwash sinks and toilets that are connected to approved plumbing.
- Water from a nonpublic system (e.g., well) shall be sampled and tested at least annually and as required by state water quality regulations.
- The most recent sample report for the nonpublic water system shall be available upon request.
- The kitchen sink is required to have hot and cold running water under pressure.
- Ice making machines must use water from an approved source and shall be constructed, located, installed, operated, and maintained to prevent contamination of the ice.
- Ice machines for customer self-service shall be protected from contamination and equipped so the ice can be automatically dispensed.
- Units must be kept free of vermin.
- If provided:
 - Bedding and linens, sheets and pillowcases, and bedding items (e.g., mattresses, comforters and pillows) must be kept clean and in good condition.
 - Soap must be available either individually wrapped or from a dispenser.
 - Ice buckets shall be cleaned and sanitized between each guest or be provided with a sanitary single-service food-grade liner that is changed daily.

Safety

- A current Certificate of Balcony Inspection (DBPR HR 7020) must be filed with the division every three years, unless exterior balconies and stairwells are “common” elements of a condominium. (For exemption to this requirement, the licensee must provide proof to the division that these areas are common elements.) The balcony certificate is available from the Division of Hotels and Restaurants website at <http://www.myfloridalicense.com/dbpr/hr/forms/loqinq-publications.html>; by e-mail request submitted at www.myfloridalicense.com/contactus; or by phone request to 850.487.1395.
- Railings shall be installed on all stairways and around all porches and steps.
- Heating and ventilation must be kept in good repair or installed to maintain a minimum of 68 degrees Fahrenheit throughout the building.

- Boiler Certificate required, if needed. (Not required if boiler is located in common area.) A water heating device is considered a boiler if it exceeds any one of the following limits: maximum heat input of 400,000 BTUH; water temperature of 210 degrees Fahrenheit; water capacity of 120 gallons.
- High hazard areas like boiler rooms and laundry rooms shall be kept clean and free of debris and flammables.
- At least one (1) approved locking device is required that cannot be opened by a non-master guest room key on all outside and connecting doors. (Cannot be a sliding chain or hook and eye type of locking device.)
- Smoke alarms must be installed in every living unit.
- Electrical wiring must be in good repair.
- A fire extinguisher must be present, properly charged and accessible.
- If present, fire alarm panel must have power and be maintained.
- Automatic fire sprinklers may be required in Vacation Rental condominiums if the majority of the rental units are located within a single building of three stories or more or greater than 75 feet in height. (If 50% or fewer of the units within the building are rented transiently, a fire sprinkler system is not required.)
- Specialized smoke alarms for the hearing impaired shall be available at a rate of one per every fifty rental units with a maximum of five required.
- Specialized smoke alarms for the hearing impaired shall be available upon request without charge.
- Must meet all local fire authority requirements.

General

- License must be current and renewed annually.
- License shall be conspicuously displayed in the office or lobby (if available) or made available upon request.
- Any change in the number of units must be reported to the division.
- License is not transferrable from one place or individual to another.
- If provided, baby cribs must meet safety standards established by the Consumer Products Safety Commission.

GUIDE TO Vacation Rentals and Timeshare Projects

*For Florida's
Public Lodging Establishments*



Division of Hotels and Restaurants

Florida Department of
Business &
Professional
Regulation

www.MyFloridaLicense.com/dbpr/hr

City Commission Regular Meeting - 6:00 pm

12. c.

Meeting Date: 07/06/2021

Re: Text Amendment - Section 125-187 Conditional Uses For Dwelling Rentals

SUBJECT:

Legislative Hearing - Ordinance 21-020 - Text Amendment to Section 125-187: "Use Table" in order to allow for Dwelling Rentals to be permitted by right in every zoning district. FIRST READING

SUMMARY:

Text Amendment - Section 125-187: "Use Table" - Conditional Uses For Dwelling Rentals

RECOMMENDATION:

Approval.

ALTERNATIVES:

Dissapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

Short Term Rental / Vacation Rental Task Force

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report

Proposed Text Amendment

Draft Ordinance

Public Notification Certification

Form Review

Inbox

City Manager

Form Started By: Rebeca Guerra

Final Approval Date: 06/30/2021

Reviewed By

Nick Mimms

Date

06/30/2021 02:19 PM

Started On: 06/24/2021 03:24 PM



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

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: Text Amendment to Section 125-187: Use Table

MEETING DATE: July 6, 2021

STAFF REPORT

**Text Amendment
Section 125-187: Use Table
Conditional Uses for Dwelling Rentals**

The City of Fort Pierce Planning Department is seeking to modify the Use Table found within Section 125-187 in order to eliminate the Conditional Use approval requirement for Dwelling Rentals in the E-2, E-3, R-1, R-2, R-3, R-4, R-4A, and R-5 districts. Instead, Dwelling Rentals are proposed to be permitted, by right, in every zoning district of the City.

The proposed text amendment would effectively eliminate restrictions on Dwelling Rentals relating to their use within a zoning district, which would be consistent with State Statute § 509.032(7).

On June 13, 2021, the Planning Board recommended approval of the proposed Amendment by a vote of 6-1.

Attachment:
Proposed text amendment

ORDINANCE NO. 21-020

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 125, ARTICLE IV, SECTION 125-187, AMENDING THE USE TABLE TO ALLOW DWELLING RENTALS TO BE PERMITTED BY RIGHT IN EVERY ZONING DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce on November 4, 2013, approved Ordinance L-295 that created Section 22-22, Allowed Uses; and

WHEREAS, the City Commission of the City of Fort Pierce re-codified Section 125-187, Allowed Uses via Ordinance No. 20-022 enacted on September 21, 2020; and

WHEREAS, uses listed are only allowed in each zoning district in accordance with the Use Table; and

WHEREAS, the City of Fort Pierce Planning Board held a public meeting on June 14, 2021, to consider the Land Development Code amendment and recommended approval of the amendment by a vote of 6 to 1; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Section 125-187 is hereby amended as follows:

ZONING DISTRICT	E 1	E 2	E 3	R 1	R 2	R 3	R 4	R4 A	R 5	C 1	C 2	C 3	C 4	C 5	C 6	C P	I1	I2	I3	OS 1	OS 2	A 1	A 2
-Marina/Boat Livery	-	-	-	-	-	-	-	-	-	C	-	C	C	C	C	-	-	P	-	C	-	-	C
Office																							
-Administrative, Professional, General, Medical Office	-	-	-	-	-	-	C	C	C	P	P	P	P	P	P	P	C	C	-	-	-	-	-
-Day Labor Employment Agency	-	-	-	-	-	-	-	-	-	P	C	P	P	-	-	P	-	-	-	-	-	-	-
-Medical and Dental Clinic	-	-	-	-	-	-	-	-	-	P	C	P	P	C	-	P	-	C	-	-	-	-	-
-Television and Radio Studios	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	C	-	-	-	-	-
Overnight Accommodations																							
-Bed & Breakfast	-	-	-	-	-	-	C	C	C	C	P	P	P	P	-	-	-	-	-	-	-	-	-
-Dwelling Rental	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	-	C	C	C	C	C	C	C	C	-	-	-	P	P	-	-	-	-	-	-	-	-	-
-Hotel/Motel	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	C	-	-	-	-	-	-	-
-Recreational Vehicle Park	-	-	-	-	-	-	-	-	-	-	-	C	-	C	-	-	-	-	-	-	-	-	-
-Resort Hotel	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-

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 shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & 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. 20-020 was duly advertised by title only in the St. Lucie News Tribune on Sunday, June 20, 2021, and Sunday, July 4, 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 July 6, 2021; and was duly introduced, read by title only, and passed on second and final reading July 19, 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 19th day of July, 2021.

Linda Hudson
MAYOR COMMISSIONER

ATTEST

Linda W. Cox
CITY CLERK

(CITY SEAL)



PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Text Amendment For Conditional Uses Associated With Dwelling Rentals

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37 & Section 166.041(3)(a) Florida State Statute

NOTICE BY NEWSPAPER: 6/20/21 & 7/4/21

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Rebeca A. Guerra

TITLE: Assistant Planning Director

SIGNATURE:

DATE: 6/24/2021

City Commission Regular Meeting - 6:00 pm

12. d.

Meeting Date: 07/06/2021

Re: Vendor Ordinance

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 21-021 modifying the existing vendor code to eliminate the requirement for a Vendor Permit, Application and the payment of the fee as a result of the preemption by Florida Statute 509.102. FIRST READING

SUMMARY:

Florida Statute 509.102 has preempted the city's ability to charge a fee or require a permit for mobile food vendors other than what is required by the State of Florida.

RECOMMENDATION:

Adopt the ordinance.

ALTERNATIVES:

Adopt with modifications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Peggy Arraiz, Code Compliance Manager
Tanya Earley, Assistant City Attorney

Fiscal Impact

OTHER INFORMATION:

There will be a loss of revenue to the city in the estimate amount of \$5,000.00 annually.

Attachments

21-021

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	06/17/2021 02:50 PM
City Manager	Nick Mimms	06/26/2021 09:19 AM
Form Started By: Linda Cox		Started On: 06/17/2021 02:42 PM
Final Approval Date: 06/26/2021		

ORDINANCE NO. 21-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 22, ARTICLE VIII, "VENDORS, SOLICITORS AND CANVASSERS", SECTIONS 22-358 THROUGH 22-440 DELETING ALL REFERENCES AND REQUIREMENTS FOR AN APPLICATION, PERMIT OR A FEE; CLARIFYING GENERAL REGULATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Fort Pierce, Florida currently regulates the sale of goods and merchandise by persons operating as vendors or solicitors; and

WHEREAS, Florida Statute 509.102 preempts the city's ability to require a permit or fee for operation of mobile food dispensing vehicles within the City.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 22, Article VIII VENDORS, SOLICITORS AND CANVASSERS of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended so that the same shall read hereinafter as follows:

~~DIVISION 1. GENERALLY~~

Sec. 22-358. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Canvasser, vendor or solicitor means any individual soliciting or traveling either by foot, or conveyance, from place to place, from house to house or from street to street, taking or attempting to take orders for sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed at said time or in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not.~~ any person who sells or offers for sale within the City any goods or chattels of any kind or description by going from house to house or from place to place through the streets of the City, taking such goods or chattels with him or her, or any person who sells such goods or chattels by subscription or by taking orders for future

delivery of the same. This definition shall not apply to any minor under the age of eighteen years.

~~Commissary means a state-approved facility that provides support services for specific required functions to any mobile food vendor, including, but not limited to, a mobile food vehicle or a mobile food cart. Services required of the commissary are based upon the food sold and the mobile food vendor type. A private residence may not be used as a commissary.~~

~~Forcible felony means treason, murder, manslaughter, sexual battery, carjacking, home invasion robbery, robbery, burglary, arson, kidnapping, aggravated assault, aggravated battery, aggravated stalking, aircraft piracy, unlawful throwing, placing or discharging of a destructive device or bomb, and any other felony which involves the use or threat of physical force or violence against an individual. See F.S. § 776.08.~~

~~Itinerant retail produce vendor means any person going from place to place who engages in a business, by selling or offering for sale to consumers, any seafood, peanuts, fruit, vegetables, or other garden produce, which are sold in their whole, natural and unaltered state.~~

~~Mobile food dispensing vehicle (MFDV) means any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal. a vehicle-mounted public food service establishment, self-propelled or otherwise movable from place to place. Such vehicles must be self-sufficient for utilities (e.g., gas, water, electricity, and liquid waste disposal). Each MFDV is required to have a state approved commissary that they report to at least once a day. MFDVs may also be referred to as mobile food establishments.~~

~~Hot dog carts mean MFDVs that limit food preparation to hotdogs and sausages only and the sale of limited pre-packaged food.~~

~~Ice cream vendors mean MFDVs that limit food sales to pre-packaged individually portioned frozen novelties, soft served or hand dipped frozen dairy products or frozen water based products.~~

~~Lunch trucks mean MFDVs that are transient in nature and specifically authorized to cater to customers on private commercial or industrial property for a short period of time not to exceed 60 minutes.~~

~~Mobile food carts mean any non-motorized MFDV used to store, prepare, cook and/or serve food and beverages for immediate consumption.~~

~~Mobile food vehicles mean any motorized MFDV used to store, prepare, cook and/or serve food and beverages for immediate consumption.~~

~~Mobile merchant sales mean and include any vendor selling non-food products.~~

~~Mobile merchant vehicle means any vehicle mounted establishment, which is self-propelled or otherwise movable from place to place, utilized for mobile merchant sales.~~

Mobile vendor means a person who peddles, vends, sells, displays or offers for sale goods, wares or merchandise, seafood, produce, prepared food, packaged food or

beverages out of a motor vehicle, cart, trailer, tent, table, or other temporary structure that is capable of being set up and taken down in one day and is readily moveable.

Mobile vending unit means any motor vehicle, MFDV, cart, trailer, tent, table, or other temporary structure utilized by a mobile vendor for the purpose of mobile vending.

~~Place of business means and includes any mixed use districts, industrial or commercial zoned off-street location, lot, or premises where any truck, wagon, automobile, trailer, cart, or vehicle is parked, with written permission from the property owner, wherein there shall be kept for sale, or to be offered for sale, any prepared food, beverages, fruit, vegetable, or garden produce.~~

~~Seasonal sales vendor means outside vendors of products traditionally associated with seasonal sales or holidays.~~

~~(Code 1983, § 9-76; Ord. No. 14-019, § 1, 9-15-2014 ; Ord. No. 17-004 , § 1, 2-21-2017)~~

Sec. 22-359. Penalties.

- (a) Unless otherwise stated, violations of this article are class II violations as defined in section 1-106 and shall be addressed as provided for in Chapter 1, Article II, Division 3.
- ~~(b) Permits issued under the provisions of this article may be revoked by the city clerk after notice for any of the following causes:
 - ~~(1) Fraud, misrepresentation or false statement contained in the application for permit;~~
 - ~~(2) Fraud, misrepresentation or false statement made in the course or conduct of a business or activities for which the city has issued a permit under this article;~~
 - ~~(3) Two or more violations of this article;~~
 - ~~(4) Operating outside vending locations approved under the permit issued;~~
 - ~~(5) Conducting the business of soliciting, canvassing or vending in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public; or~~
 - ~~(6) Failure to comply with any conditions included in the permit.~~~~

~~(Code 1983, § 9-95; Ord. No. 14-019, § 1, 9-15-2014)~~

Sec. 22-360. Duty to enforce.

It shall be the duty of any police officer or code enforcement officer of the city to enforce the provisions of this article against any person found to be violating the same.

(Code 1983, § 9-77; Ord. No. 14-019, § 1, 9-15-2014)

Sec. 22-361. Records.

All violations of this article shall be reported to the code compliance division, which shall maintain a record for each permit issued and record the reports of violations therein. (Code 1983, § 9-78; Ord. No. 14-019, § 1, 9-15-2014.)

Secs. 22-362—22-417. Reserved.

~~DIVISION 2. PERMIT~~

Sec. 22-381. Permit.

- ~~(a) It shall be unlawful for any person to sell or attempt to sell any commodity by means of vending such commodity upon any street, sidewalk, public right-of-way or private property in the city, without first securing a permit and paying the annual permit fee, such fee to be set by resolution of the city commission. Such fees and the maximum number of permits for commercial zoned districts to be set by resolution of the city commission.~~
 - ~~(b) Permits shall be for a term of 12 months, beginning on October 1 and expiring on September 30 of the following year.~~
 - ~~(c) Existing businesses, otherwise in compliance with all state and local code, are eligible for a single reduced fee vendor permit, to be utilized in the same name as it currently operates under.~~
 - ~~(d) Violations of this section shall be a Class III violation.~~
- ~~(Code 1983, § 9-80; Ord. No. 14-019, § 1, 9-15-2014.)~~

Sec. 22-382. Application.

~~Applicants for permit required under this article must file with the city clerk a sworn application in writing which shall give the following information:~~

- ~~(1) Name of the applicant.~~
- ~~(2) Permanent home address and valid telephone number of the applicant.~~
- ~~(3) A brief description of the nature of the business and the goods, food or beverages to be sold.~~
- ~~(4) E-mail address of the applicant.~~
- ~~(5) The address of the planned vending site, including the property owner's name and telephone number.~~
- ~~(6) For mobile food dispensing vehicles:
 - ~~a. Copy of current license from the state department of business and professional regulation or department of agriculture.~~~~

- ~~b. Copy of the vehicle or unit plans as submitted to the state department of business and professional regulation or department of agriculture.~~
 - ~~c. Copy of the notarized commissary agreement as submitted to the state department of business and professional regulation or department of agriculture.~~
- ~~(7) For mobile merchant sales, submit a plan of the proposed vehicle or unit.
 - ~~a. The plan does not need to be drawn by a professional, but must be to scale and clear for review.~~
 - ~~b. The plan should show both a top view and front view of the vehicle or unit.~~
 - ~~c. The plan should include, but is not limited to, all equipment, shelving, windows, wheels, umbrellas, or awnings.~~~~
- ~~(8) Copy of a valid vehicle registration for any motorized unit.~~
- ~~(9) For use of any private mixed use district, industrial or commercial property, a limited site plan must be submitted.
 - ~~a. The plan does not need to be drawn by a professional, but must be to scale and clear for review. A general survey or sketch will be acceptable. For large properties, only a drawing of the immediate area is required.~~
 - ~~b. The plan must show all existing structures or significant features.~~
 - ~~c. Diagram of all available parking, identifying both required parking and additional parking spaces and proposed location of unit.~~
 - ~~d. Identify appropriate setbacks for accessory structures.~~
 - ~~e. A notarized affidavit of permission to vend from the property owner, if different from the applicant.~~~~
- ~~(10) For door-to-door solicitors or vendors:
 - ~~a. If employed, the name and address of the employer, together with credentials establishing the exact relationship.~~
 - ~~b. The length of time for which the right to do business is desired.~~
 - ~~c. Minors conducting home solicitation sales under the supervision of an adult, or solicitors, salespersons, or agents making calls or soliciting orders on behalf of a religious, charitable, scientific, educational, or veterans' institution or other nonprofit organization are exempt from this section.~~~~
- ~~(11) A photograph of the applicant, taken within 60 days immediately prior to the date of the filing of the application, which picture shall be two inches by two inches showing the head and shoulders of the applicant in a clear and distinguishing manner.~~
- ~~(12) Photographs of the vehicle or unit, showing front, side and back views.~~
- ~~(13) A sworn affidavit as to whether or not the applicant has been convicted of any felony and the nature of the offense.~~

~~(14) Proof of general liability insurance, such proof in a form acceptable to the city, issued by an insurance company that is licensed to do business in the state, protecting the applicant from all claims for damages to property or bodily injury, including death, which may arise from operations under or in connection with mobile vending.~~

~~(15) For all motorized mobile vending units, proof of auto liability insurance, such proof in a form acceptable to the city, issued by an insurance company that is licensed to do business in the state, protecting the applicant from all claims for damages to property or bodily injury, which may arise from the use of a motor vehicle in connection with mobile vending and shall be in an amount no less than \$500,000.00 per occurrence.~~

~~(16) Any permit application and/or review fee that may be assessed by resolution of the city commission.~~

~~(Code 1983, § 9-91; Ord. No. 14-019, § 1, 9-15-2014 ; Ord. No. 17-004 , § 2, 2-21-2017)~~

Sec. 22-383. Issuance.

~~(a) The city clerk may revoke, suspend, or deny the issuance of any vendor's permit if it is determined that an applicant has:~~

~~(1) Been convicted of a felony within two years prior to the date of application.~~

~~(2) Has ever been convicted of a "forcible felony," child abuse or any sexual offense.~~

~~(3) Has been placed on the state's sexual offenders or sexual predators lists.~~

~~(4) Has obtained a permit by fraud, false statement, misrepresentation, or failure to truthfully answer any question in the required permit application.~~

~~(5) Has failed to obtain required approvals from the state or obtain a city business tax receipt.~~

~~(6) Has failed in any material respect to comply with the provision of section 22-382.~~

~~(b) Not later than 30 days after the filing of a completed application for a vendor's license, the applicant shall be notified by the city clerk's office of the decision on the issuance or denial of the license. If the issuance of the license is approved, the city clerk shall issue the license. If the license is denied, the applicant shall be provided with a statement of the reasons therefor, which reasons shall be entered in writing on the application. Failure of the city clerk to place notification of said decision in the mail or personally notify the applicant with acknowledgment shall require immediate issuance of the requested license to the applicant.~~

~~(Code 1983, § 9-92; Ord. No. 14-019, § 1, 9-15-2014)~~

Sec. 22-384. Fees.

~~(a) All fees required for permit application review and the annual permit fee shall be established by resolution by the city commission.~~

~~(b) Permit fees collected under this article are fees paid for the purpose of defraying the cost of administration of this article and are declared to be regulatory fees in addition to and not in lieu of the business tax receipt imposed by section 22-19. The payment of a permit fee under this article shall not relieve any person of liability for and the responsibility of paying a business tax where it is required by section 22-19 and for doing such acts and providing such information as may be required by this article.~~

~~(Code 1983, § 9-93; Ord. No. 14-019, § 1, 9-15-2014.)~~

Sec. 22-385. Exhibition of permit.

~~Approved vendors of food or merchandise are required to exhibit their permits at all times in a prominent location, no lower than 40 inches and no higher than 65 inches above the ground. Approved canvassers or solicitors must show their permit upon the request of any person being solicited or by any representative of the city.~~

~~(Code 1983, § 9-94; Ord. No. 14-019, § 1, 9-15-2014.)~~

Sec. 22-386. Appeal.

~~Any person aggrieved by the denial or revocation of a permit as provided in this article shall have the right to appeal to the city manager. Such appeal shall be taken by filing with the city manager's office, within 14 days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth specifically the ground of the appeal. The city manager shall set a date and the time and place of hearing of such appeal. Such notice shall be mailed, postage prepaid, to the licensee at his last known address at least five days prior to the date set for hearing. The decision and order of the city manager on such appeal shall be final and conclusive.~~

~~(Code 1983, § 9-96; Ord. No. 14-019, § 1, 9-15-2014.)~~

Sec. 22-387. Request for waiver.

~~Any person who wishes to obtain a mobile vending permit that does not comply with section 22-418 must petition the city commission for a waiver.~~

- ~~(1) Application for a waiver shall be made by the owner of the property and applicant where the waiver is requested by filing an application on a form prescribed by the city and submitted to the city clerk's office.~~
- ~~(2) The applicant is responsible for submitting the waiver request fee, which shall be set by resolution as well as all advertising costs.~~
- ~~(3) The city commission shall hold a public hearing prior to acting on the waiver request.~~
- ~~(4) Before consideration of a request for waiver by the city commission, public notice shall be given as follows:
 - ~~a. At least 15 days prior to public hearing, notice thereof shall be given in a newspaper having general circulation in the city.~~~~

- ~~b. Notice by mail. Before a public hearing required by this article takes place for a waiver, notice by mail shall be given to each owner of the property located, or having any part thereof situated within 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.~~
- ~~c. All notices by mail shall contain the legal description of the affected property, an indication of the nature of the request, and time and place of any public hearing which has been scheduled concerning the request.~~
- ~~(5) In permitting a waiver, the city commission may impose, in addition to those standards and requirements expressly specified in this article, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.~~

~~(Code 1983, § 9-97; Ord. No. 14-019, § 1, 9-15-2014 ; Ord. No. 17-004, § 3, 2-21-2017)~~

~~Secs. 22-388—22-417. Reserved.~~

~~DIVISION 3.—MOBILE VENDING~~

~~Sec. 22-361 418. General regulations.~~

- ~~(a) The telephone number included on the permit application must remain valid and active at all times. The vendor is responsible for notifying the city of any changes to their contact information.~~
- ~~(b a) Mobile vending units must comply with the following minimum distance requirements, unless participating with permission by the organizer of a special event, which shall be measured from the approved vending location to the nearest point of an established property line:~~
 - ~~(1) 300 feet from a school, church, or any city or county park.~~
 - ~~(2) 1,000 feet from an approved special event.~~
- ~~(e b) Mobile vending units must comply with the following requirements:~~
 - ~~(1) May not block the ingress/egress to any property, sidewalk or street.~~
 - ~~(2) May not block or impede pedestrian or vehicular traffic.~~
 - ~~(3) May not be located in or on city property, city park, city right-of-way or public street.~~
 - ~~(3) May only operate at the approved location, clearly identified on the permit.~~
 - ~~(4) May have one menu sign with a maximum size of nine square feet.~~
 - ~~(5) No amplified sounds, music or other loud noises, except as provided for in section 22-420-323, ice cream vendors.~~
 - ~~(6) A trash receptacle must be provided and must be removed by the operator daily. Trash may not be placed within public street side trash receptacles.~~

- (7) Mobile vendors are responsible for picking up all litter and waste within 25 feet of their unit.
- (8) No wastewater leakage or any other leakage is allowed.
- (9) A single umbrella is permitted provided it is maintained in good condition and does not impede traffic or block clear vision areas.
- (10) No mobile vending unit shall remain ~~at approved location~~ at the same location for more than three consecutive days.
- ~~(11) A temporary use permit, pursuant to section 125-320, shall not be required if a vendor permit under this article is issued.~~
- (11) Display a copy of a current license issued pursuant to section 509.241, Florida Statutes, if applicable.
- (12) Tents or canopies larger than 900 square feet or as required under section 103-2 are prohibited, unless a supplemental tent permit is obtained. Application for such permit shall be made with the building department. A sketch of the property showing the location of the tent or canopy on the property and a certificate of flame resistance shall be required to be submitted with the application.
- (13) All vending must occur on properties with a mixed use, commercial or industrial zoning classification.

(Code 1983, § 9-111; Ord. No. 14-019, § 1, 9-15-2014 ; Ord. No. 17-004 , § 4, 2-21-2017; Ord. No. 19-042 , § 1, 10-21-2019)

Sec. 22-~~362~~ 419. Itinerant retail produce vendor.

- ~~(a) Every person who engages in the business of an itinerant retail produce vendor within the corporate limits of the city, before engaging in such business, shall apply for and obtain a mobile vending permit from the city pursuant to this division.~~
- (b a) A business tax receipt is not required for itinerant retail produce vendors.
- (e b) All products and produce offered for sale under this article must be clean, wholesome and in good sanitary condition and their state and condition shall comply with the pure food laws of the state.
- (d c) Itinerant retail produce vendors are permitted to vend from any truck, wagon, automobile, trailer or other vehicle provided that the vehicle is properly registered with the state. ~~A copy of such registration shall be submitted with the permit application.~~
- (e d) All other regulations as outlined in section 22-418 shall apply.

(Code 1983, § 9-112; Ord. No. 14-019, § 1, 9-15-2014)

Sec. 22-363 420. Ice cream vendors.

- (a) *General.* The rules in this section shall apply to ~~each person lawfully permitted as~~ an ice cream vendors.
- (b) *Prohibited sales.* It shall be unlawful for any ice cream vendor to sell or attempt to sell any commodity:
 - (1) By means of any outcry, sound, speaker or amplifier, or any instrument or device which can be heard for a distance greater than 300 feet, or when passing a hospital, church or other place of worship during the hours when services are being held.
 - (2) Within 500 feet of any school during the school year.
- (c) *Noise—Vehicle stopped.* It shall be unlawful for any such vendor to use, play or employ the use of any sound, outcry, amplifier, loudspeaker, radio, phonograph with a loudspeaker or amplifier or any other instrument or device when the vehicle such vendor is using is stopped for the purpose of making a sale.
- (d) *Noise—Hours.* The use by the vendor of any such noise, instrument or device which emits a loud sound shall be prohibited before the hours of 9:00 a.m. on weekdays and 1:00 p.m. on Sundays, or after 7:00 p.m. on any day.
- (e) *Traffic.* It shall be unlawful for any vendor to:
 - (1) Exceed a speed of 15 miles an hour when cruising neighborhoods seeking sales or when attempting to make a sale.
 - (2) Stop anywhere within 25 feet of an intersection when making a sale or attempting to make a sale.
 - (3) Double-park, or park in any manner contrary to any ordinance relating to parking, when attempting a sale or when making a sale.
 - (4) Make a U-turn on any block in a residential zone.
 - (5) Drive his vehicle backwards to make or attempt to make a sale.
 - (6) Sell to any person who is standing in the street.
 - (7) Permit any person to hang on the vehicle or permit any person to ride in or on the vehicle except a bona fide assistant.
 - (8) Remain standing or stopped at any place for a period of time exceeding five minutes.
 - (9) Sell or attempt to sell along any particular route more than one time during a 24-hour period.

(Code 1983, § 9-113; Ord. No. 14-019, § 1, 9-15-2014)

Sec. 22-421. Seasonal sale vendors.

~~The rules of this section shall apply to each person lawfully permitted as a seasonal sales vendor.~~

- ~~(1) Every person who engages in the business of seasonal sales within the corporate limits of the city, before engaging in such business, shall apply for and obtain a mobile vending permit from the city pursuant to this division.~~
- ~~(2) Tents or canopies larger than 900 square feet or as required under section 103-2 are prohibited, unless a supplemental tent permit is obtained. Application for such permit shall be made with the building department. A sketch of the property showing the location of the tent or canopy on the property and a certificate of flame resistance shall be required to be submitted with the application.~~
- ~~(3) Seasonal sales permits will be issued no sooner than 30 days prior to the associated holiday and shall expire seven days following the holiday.~~

~~(Code 1983, § 9-114; Ord. No. 14-019, § 1, 9-15-2014 ; Ord. No. 17-004 , § 5, 2-21-2017)~~

Secs. ~~22-4212~~—22-440. 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 of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

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)
ST. LUCIE COUNTY)^{SS}

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. 21-021 was duly advertised by title only in the St. Lucie News Tribune on June 26, 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 July 7, 2021; and was duly introduced, read by title only, and passed on second and final reading on July 19, 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 the 19th day of July, 2021.

Linda Hudson,
Mayor Commissioner

Linda W. Cox,
City Clerk

(CITY SEAL)

CITY OF FORT PIERCE VENDOR ORDINANCE



Florida Statute 509.102

Mobile food dispensing vehicles

509.102 Mobile food dispensing vehicles; preemption.—

(1) As used in this section, the term “mobile food dispensing vehicle” means any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

(2) Regulation of mobile food dispensing vehicles involving licenses, registrations, permits, and fees is preempted to the state. A municipality, county, or other local governmental entity may not require a separate license, registration, or permit other than the license required under s. 509.241, or require the payment of any license, registration, or permit fee other than the fee required under s. 509.251, as a condition for the operation of a mobile food dispensing vehicle within the entity’s jurisdiction. A municipality, county, or other local governmental entity may not prohibit mobile food dispensing vehicles from operating within the entirety of the entity’s jurisdiction.

(3) This section may not be construed to affect a municipality, county, or other local governmental entity’s authority to regulate the operation of mobile food dispensing vehicles other than the regulations described in subsection (2).

(4) This section does not apply to any port authority, aviation authority, airport, or seaport.

History.—s. 75, ch. 2020-160.

General Regulations Remain

Applicable to: canvasser, solicitor, mobile food dispensing unit, hot dog cart, lunch truck, ice cream truck, mobile vendors and itinerant retail produce vendors.

- Minimum distance requirements:
 - 300 feet from school, church, city or county park
 - 1,000 feet from an approved special event
- Must display state license.
- May not block the ingress/egress to any property, sidewalk or street.
- May not impede pedestrian or vehicular traffic.
- May not be located in or on city property, city park, city right-of-way or public street.
- All vending must occur on properties with a mixed use, commercial or industrial zoning classification.

Questions?



City Commission Regular Meeting - 6:00 pm

13. a.

Meeting Date: 07/06/2021

Re: Housing Authority Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 21-R34 appointing Caleta Scott to the Fort Pierce Housing Authority Board.

SUMMARY:

JoAnn Parrish resigned from the Housing Authority Board leaving an at-large vacancy.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek other applicants.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Linda Hudson, Mayor

Attachments

21-R34
Application

Form Review

Form Started By: Linda Cox
Final Approval Date: 06/17/2021

Started On: 06/17/2021 02:54 PM

RESOLUTION NO. 21-R34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE MAYOR'S APPOINTMENTS AS **COMMISSIONER OF THE HOUSING AUTHORITY** OF THE CITY OF FORT PIERCE; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, in regular session assembled, pursuant to the provisions of Chapter 421, "Housing Authority Law", Florida Statutes, that the Mayor's appointment described herein is hereby approved;

1. Caleta Scott filing the unexpired at-large term of JoAnn Parrish; said term shall expire February 2, 2024, 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 7th day of July, 2021.

LINDA HUDSON, MAYOR

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

PETER J. SWEENEY, CITY ATTORNEY



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name:	Phone:
Home Address: City/Zip Code:	How long at this address?
Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date:	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

City Commission Regular Meeting - 6:00 pm

13. b.

Meeting Date: 07/06/2021

Re: Art & Culture Board Appointments

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 21-R35 appointing Megan Dirsu-DuBois to the Arts and Culture Committee as Commissioner Perona's appointee.

SUMMARY:

Ms. Jeanne Johansen resigned leaving a vacancy.

RECOMMENDATION:

Adopt Resolution.

ALTERNATIVES:

Seek other applicants.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Tom Perona, Commissioner

Attachments

21-R35

Application

Form Review

Form Started By: Linda Cox
Final Approval Date: 06/24/2021

Started On: 06/24/2021 08:19 AM

RESOLUTION NO. 21-R35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT AND REAPPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Arts and Culture Advisory Board which was established via Resolution No. 17-R22; said terms to commence upon adoption of this resolution and to expire May 17, 2022, or when a successor has been duly appointed:

1. Megan Dirsas-DuBois as Commissioner Perona's appointee to fill the unexpired term of Jeanne Johansen.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 6th day of July, 2021.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

PETER J. SWEENEY
CITY ATTORNEY



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Arts and Culture Committee

Name of Board or Boards for which you are applying: _____

Name: Megan Dirsa-DuBois		Phone: 772-332-7769
Home Address: 640 S 12th St City/Zip Code:		How long at this address? 4 years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: Retired Military Veteran		
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:		
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?		
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:		
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Graphic Designer & Illustrator, Newspaper Editor & Database Administration background		
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
Referred by: Tom Perona		Applicant Email Address: onegist@gmail.com
Date: June 23, 2021	Applicant's Signature <i>Megan Dirsa-DuBois</i>	

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@cityoffortpierces.com

City Commission Regular Meeting - 6:00 pm

15. a.

Meeting Date: 07/06/2021

Re: Reports

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Reports

Attachments

Purchase Order Report

City Manager's Report

Form Review

Inbox

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 06/24/2021

Reviewed By

Nick Mimms

Date

06/24/2021 02:42 PM

Started On: 06/22/2021 01:02 PM

Purchase Order Approvals between \$10,000 and \$50,000 by the City Manager June 1, 2021 to June 30, 2021

1. Purchase Orders
 - a. Approve Blanket Purchase Order # 210974 in the amount not to exceed \$16,500 to cover payment for Sunrise Theatre Facility Manager and Blanket Purchase Order # 210166 in the amount not to exceed \$20,000 to cover cost of Backline and Stage Hands for shows until end of 20/21 fiscal year for the total amount of \$36,500 to Kaufman-Daenzer.
 - b. Purchase approval for Clover Systems of Orlando, Inc ., Orlando, FL for IBM Power9 Hardware and Maintenance in the amount not to exceed \$41,449.00.
 - c. Request for approval of Boys and Girls Club *Into the Future Summer Job Program* Funding-CDBG CV3 2021, in the amount of \$25,000.00.
 - d. Approve additional funds request for PO 210295, Paint House, Fort Pierce, FL, in an amount not to exceed \$15,000.00 for emergency Truck Wash repairs.
 - e. Request FPUA Purchase Order in the amount of \$38,617.82 for South 5th Street street lighting materials.

FORT PIERCE INSIDER



HURRICANE SEASON

 **Make a plan**
Have a plan in place should a disaster strike

 **Get a kit**
Make sure your supply kit is stocked and ready

 **Stay informed**
Sign up for the Alert Center to receive text messages and emails. Follow us on social media.

www.CityofFortPierce.com

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WALKING IN UNITY

Hundreds of parents, children from various summer camp programs, and community members in Fort Pierce walked together in a half-mile peaceful walk.

Local leaders, including Mayor Linda Hudson, City Commissioner Curtis Johnson, and Police Chief Diane Hogley-Burney all joined in and walked together in support. “This is about all of us working together towards one common goal and we’re working toward ‘One Fort Pierce’. It works right into what I believe, so good for us and good for them,” Mayor Linda Hudson said.

Some parents said they are hoping the peace walk and celebration can also be a lesson about history. Community activist Yterria McGee said, “The kids are the future, and I hope they learn to not only see race as a color but as an accomplishment.”



More photos from the Juneteenth Peace Walk and the Juneteenth Celebration.





Meeting the Chief

9-year-old Shamir Jones says he has two big dreams in life. The first, becoming a police officer when he becomes 21-years-old and the second, meeting the Chief of Police in Fort Pierce. On June 23rd, Jones and the Community Care Kids Group toured the Fort Pierce Police Department. Samir had a chance to sit in a police vehicle and sound the horn. Samir announced over the police radio that he “Loves the Fort Pierce Police Department.” On June 24th, Chief Hobbly-Burney met Samir and told him that he could be the next Chief of the City. It was all smiles and laughs during their visit from both Jones and Hobbly-Burney.



A Visit to Manatee Observation and Education Center with the FPPD

Sergeant Brian MacNaught, while on Marine patrol on June 7th, spotted a group of young children at the Manatee Observation & Education Center. MacNaught, took time to bring the boat over and talk to the children about water safety and what it takes to be a police officer. Each child had the opportunity to get onto the boat, ask questions about law enforcement, and get in a good laugh or two.

It's “Click it or Ticket” Time

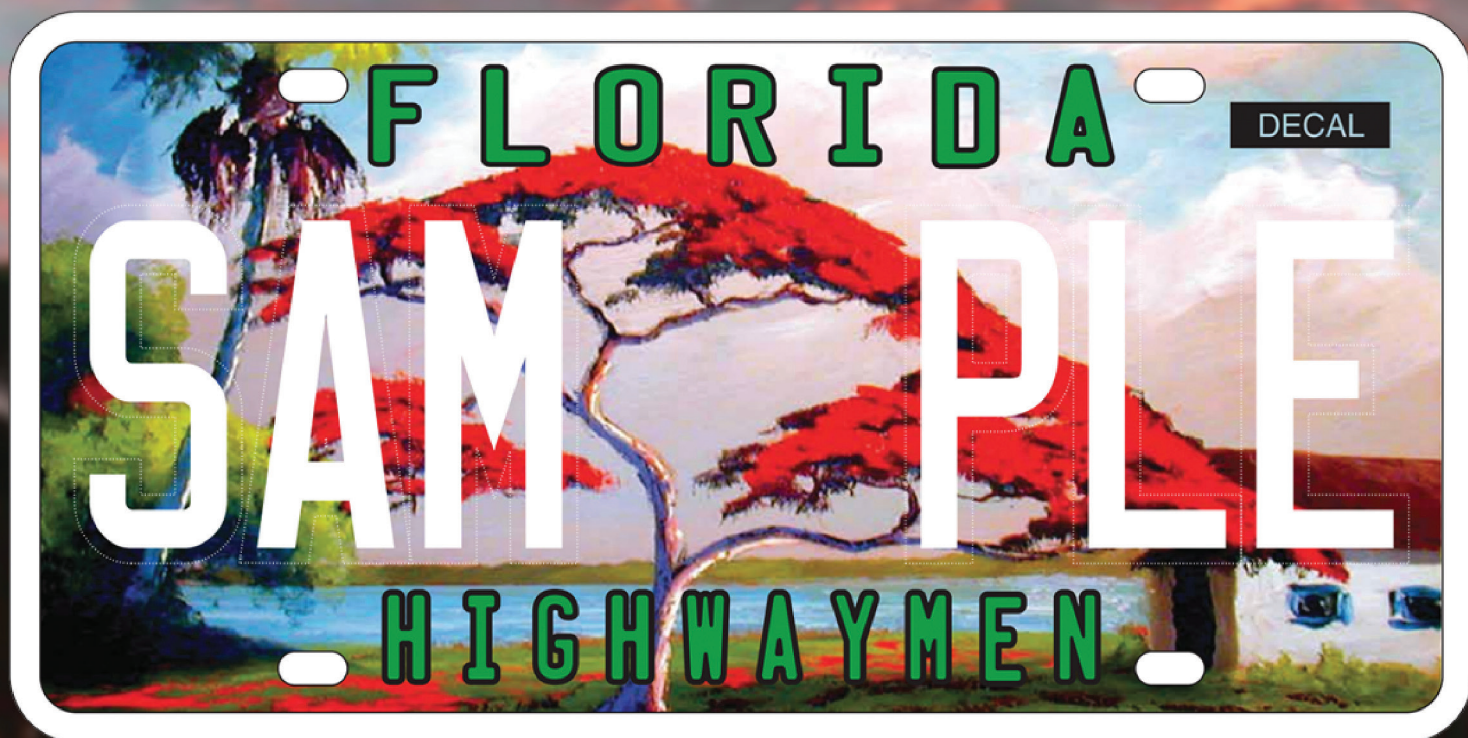
The Fort Pierce Police Department, participated in the National Highway Traffic Safety Administrations ‘Click it or Ticket’ Campaign that stresses the importance of wearing a seatbelt and safe driving. Fort Pierce Police Officers put their own twist to the campaign by handing out \$10 gift cards to drivers that were wearing their seatbelts during a traffic stop to emphasize, ‘wear a seatbelt, save a life’.





It's official...we are "Lighting Up The Sunrise" for the 16th year with a great line up of exciting shows announced on June 16. Memberships are going well and more are coming in since the Sunrise Season was announced. The 2021/22 Sunrise Theatre members may begin purchasing tickets on Tuesday, July 6. The general public sale will begin on Tuesday, September 7.

Just recently more shows were added to the season "Light Up" lineup with The Gatlin Brothers, The Outlaws, The Robert Cray Band, Masters of Illusion, The Four Tops and Howie Mandel! Comedy Corner in the Black Box is ongoing, the 2nd and 4th Saturday of the month at 7pm with a host of comedians and of course the hosts, Casey & Spaz, guaranteed to tickle your funny bone during the summer. Complete show listings confirmed to date are listed at Sunrisetheatre.com



Florida Highwaymen License Plates are available for Pre-Purchase through the St. Lucie County Tax Collector office. For details on purchasing the new Highwaymen License Plate, visit their webpage or call them at:

www.TCSLC.com / 772-462-1650

It's an ACE!



Indian Hills Golf Course Clubhouse revival is on its way!

The City of Fort Pierce Planning Department teamed with Danny Visconti, General Manager/Director of Indian Hills Golf Course, and Nilsa Zacarias, with NZ Consultants (NZC), to create an updated golf course clubhouse with a pickleball court, surface parking and new landscaping to entice new recreational enthusiasts and invigorate the area's regular users to our fantastic facility located at 1600 South 3rd Street in the beautiful city of Fort Pierce!

Next step is bringing the proposed plans to the City Commission at our July 12th Conference agenda and then through the public hearing process! The plans are sure to excite the community! Definitely a "hole in one"!



OVERALL NORTH EAST AERIAL VIEW



CLUB HOUSE NORTH VIEW

JOIN THE DERECKTOR TEAM



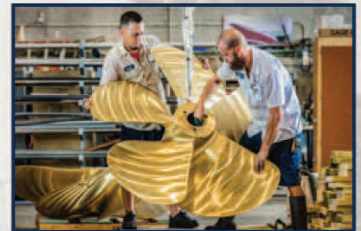
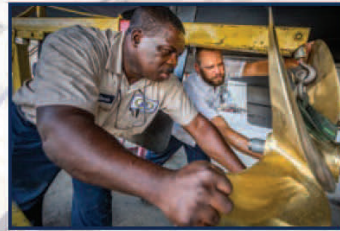
CAREER FAIR: ENTRY-LEVEL SHIPYARD STAFF

HAUL AND LAUNCH CREW | BOTTOM PAINTERS | GENERAL YARD WORKERS
COMPETITIVE SALARY | MEDICAL & DENTAL | MATCHING 401K | VACATION & HOLIDAYS

SCAN TO RSVP



5 - 7 p.m. Friday, July 9
9 a.m. - 1 p.m. Saturday, July 10



Derecktor Ft. Pierce, 101 Port Avenue, Fort Pierce, FL 34950
For more information, call 772-971-8144 or email info@derecktor.com

DEREKTOR FT. PIERCE

CONSTRUCTION SPOTLIGHT



Community Park Clean-up Baskets:

New community park clean-up baskets were installed at Indian Hills Recreational Area and MLK Dreamland Park through the partnership of City of Fort Pierce, Saint Lucie County, and SLC 4-H. The community park clean-up baskets are provided to help encourage park visitors to pick-up trash while visiting the facilities. A QR code is on each sign in hopes to gain community feedback on participation within the parks. Additionally, a pollution decomposition timeline sign was installed, so that the community can learn how long it takes for items to decompose.



South 2nd Street Drainage Improvements (South of Florida Avenue):

This area has a long history drainage issues and this department has received multiple complaints from surrounding property owners of the standing water after rain events. In order to alleviate the drainage issue, the introduction of 140 LF of stormwater exfiltration trench is currently being added to the area. Construction commenced on June 21st with a completion date scheduled for July 1st.

South 5th Street Roadway Improvements (Boston to Delaware):

Roadway improvements are proposed along S. 5th Street between Boston Avenue and Delaware Avenue. Improvements will include drainage conduit upsizing, resurfacing of the roadway, new curb and gutter, sidewalks, brick paver crosswalks, decorative street lighting, landscaping, and irrigation. FPUA will also be upgrading the potable water lines in this area. The construction contract was awarded to Dickerson in the amount bid of \$845,130.00. The construction contract has been sent to Dickerson for execution. Coordination with the utility companies is on-going for the undergrounding operations of their respective utility. Construction commencement summer 2021.

Avenue B Reconstruction - 8th to 10th and 10th to 13th Street

Work under this project will be curb & gutter, driveway aprons, drainage improvements, sidewalk and roadway reconstruction. Culpepper has delivered the 80% plan submittal. Our Consultant has been working with FPUA to finalize their designs for underground utilities including power and lighting to be incorporated into the 100% plans for bidding and construction. FPUA Electric is finalizing electrical design to include street lighting and undergrounding electrical services.

Georgia Avenue Basin Water Quality Improvements:

The City of Fort Pierce was recently awarded a \$1,320,000 Water Quality Improvement Grant through South Florida Water Management District for a project identified as Georgia Avenue Basin Water Quality Improvements. SFWMD approved grant funding to nine different projects within their governing boundary all of which provide some type of water quality benefit to the Indian River Lagoon. The City proposes to implement numerous Best Management Practices (BMPs) to aid in the removal of phosphorus, nitrogen, and other harmful nutrients from stormwater discharging from the 235-acre Georgia Avenue Drainage Basin.

Survey and geological testing have been completed and the 30% design plans are due June 28, 2021. Construction commencement expected Spring 2022.

NEW PROJECTS



Harbour Cay Shoppes

The newly constructed Harbour Cay Shoppes located at 825 Seaway Drive, east of the Harbour Isle Condominiums are fully leased with several of the businesses already open to the public. Businesses include Hershey Ice Cream Café, Foxy Nails & Spa, Real Estate of Florida, Paradise Emporium, Seaway Beer & Wine, Psychic & The Genie Metaphysical Boutique, and Goodfellas Pizza.

LEXUS

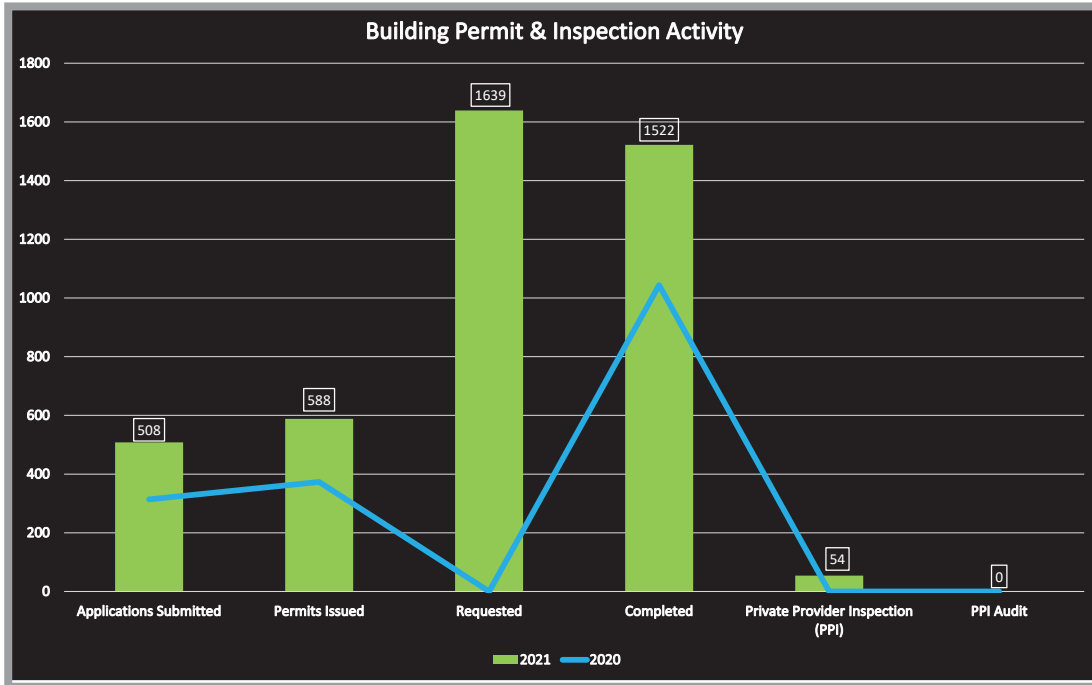
Treasure Coast Lexus located at 5121 S US Hwy 1 is undergoing a major exterior façade renovation. While phasing the work, the metal framing has been inspected and plywood sheathing, an underlayment and commercial wrap water barrier is being installed and will be inspected before the final wall covering is able to be installed.



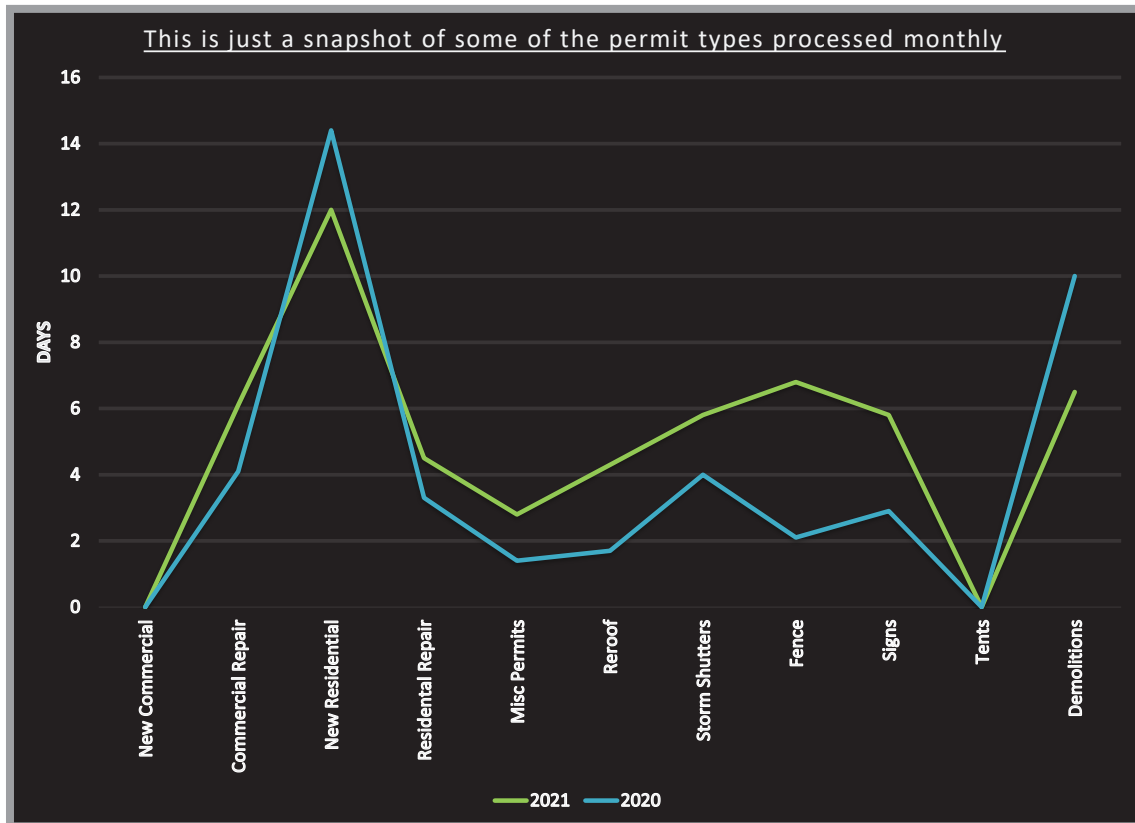
BUILDING CHARTS FOR APRIL 2021

MAY 2021 PLAN REVIEW PROCESSING TIME

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month..



ACTIVITY REPORT



Did You Know?

When you hear “first responder,” what comes to mind? For most, the term invokes visions of police cars, fire trucks, and ambulances with sirens blaring and lights flashing, and brave law enforcement officers, firefighters, and EMTs darting into danger to save life and limb. That is absolutely a correct definition of a first responder. However, it is not an entirely complete definition. In 2003, George W. Bush, through a Homeland Security Presidential Directive (HSPD-8), declared Public Works Employees as first responders as well. He defined the term “first responder” as individuals who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers that provide immediate support services during prevention, response, and recovery operations. This directive recognized Public Works response to emergencies and disasters as an absolute necessity and directed the Federal Government to include Public Works alongside all disciplines during prevention, preparedness, response, and recovery operations.

The City of Fort Pierce Public Works First Responders are critical to first response as public safety personnel and are the backbone of our city’s infrastructure. They consist of skilled operators, technicians, and specialists who respond at a moment’s notice to recover the scene of the incident, restore important infrastructure and services, and so much more. These dedicated men and women understand the ecosystems that we live amongst and are prepared to intervene when nature goes off the rails. They respond rapidly to mitigate flooded roadways, protect public infrastructure, keep residents safe, and potentially save lives. They are always ready to deploy and tackle any emergency interruptions the city may face. They gear up and bring their know-how, proficiency, and preparedness to quickly resolve dangerous situations whenever and wherever they occur. Public Works First Responders understand the important role that City facilities and government administration buildings play in the lives of Fort Pierce residents, each day. They also understand the dangers that could occur if these structures were compromised by natural disasters, accidents, or even terrorist attacks.



That is why they are always ready to take action to stabilize and recover infrastructure, help public safety responders perform critical rescue operations, and start the road to restoring things back to working order. The City of Fort Pierce Public Works First Responders are men and women who truly go above and beyond to serve their community with unwavering dedication and commitment to making a difference. It is not glamorous, and it is definitely most often dirty work, but its importance cannot be denied. Oftentimes the work of these dedicated employees tends to go unnoticed and is underappreciated. However, they are the unsung heroes of our community as they continue to work hard building and maintaining our beautiful City. The efforts of Public Works First Responders represent an essential function in protecting our citizens and City that no other agency provides.

In recognition of the tireless efforts of Public Works First Responders nationwide, the American Public Works Association (APWA) has created the Public Works First Responder symbol, a unifying emblem that represents this community of dedicated Public Works professionals to the public and raises awareness of the critical role they play in emergency response and management. The City of Fort Pierce proudly displays this symbol to continue to support our Public Works First Responders as they continue to play an invaluable role right here in the beautiful Fort Pierce community.



- Every Wednesday - Green Market - Marina Square 12pm - 6:30pm
- Every Saturday - Jazz Market – Marina Square 8am – 1pm
- Every Saturday - Downtown Farmers Market - Marina Square 8am – 12pm

- 7/2/21 Friday Fest – Marina Square 5:00 pm – 9 pm
- 7/4/21 Stars over Saint Lucie – Marina Square 6:00 pm – 9:30 pm

RIVER WALK CENTER SALES REPORT MAY 2021

CLASSES	\$ 776.91
PARK PERMITS	\$ 3,000.00
SPECIAL EVENTS	\$ 1,132.54
FACILITY	\$ 10,844.90
TOTAL	\$ 15,754.35



We have remained steady through the Spring and early Summer, averaging just over 100 players per day! We still have a few fairways that will require more time and maintenance to fill in completely, but the golf course as a whole is probably in the best shape it has been in several years. We have added 150 yard markers to the center of each fairway to provide a better visual aid while you're standing on the tee box. We have also added mulch around the tee signs for a cleaner and neater appearance.

From a maintenance standpoint, we have already been VERY aggressive. We have aerated several fairways multiple times as those have been our weakest point. We have already completed a full nematode treatment on most fairways as well as all the tees and greens. The remaining fairways will be aerated and top dressed several times throughout the summer to improve their health and condition. The next large greens aeration will be mid to late September.

Since we sit on sugar sand, we have begun top dressing fairways with top soil rather than more sand. This process will, in time make the fairways smoother and allow the grass to grow more horizontally on top of the soil. It will also begin to change the composition of the soil below making the roots stronger, longer and the turf healthier!

Word of mouth is our greatest form of advertising, so we ask if you've played here and enjoyed the changes we're making, please

tell a friend....or two! If there's something we can improve upon...tell US so we can keep getting better! We thank all of our members and guests for their support and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

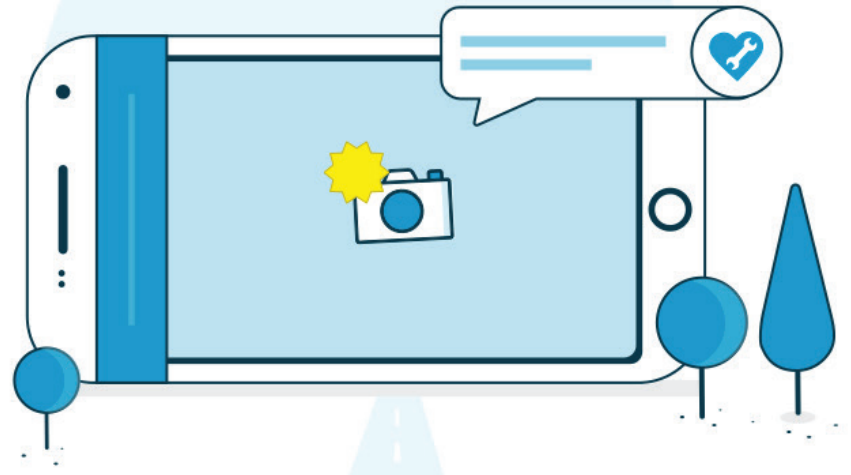
**INDIAN HILLS
SALES REPORT**

	4/2021	5/2021
GOLF ROUNDS	2646	2015
GOLF FEES	\$51,826.11	\$38,834.65
RANGE TOKENS	\$1,743.94	\$3,530.56
MEMBERSHIP PASS	\$984.76	\$445.00
FOOD & BEVERAGES	\$6,165.39	\$4,993.68
MERCHANDISE	\$5,034.63	\$2,082.36
TOTAL	\$65,754.83	\$47,981.36



CITY MARINA FINANCIAL REPORT

	MARCH	APRIL	MAY
Dockage Reservations	215	219	234
Monthly Dockage	\$160,994.51	\$150,773.70	\$135,443.98
Transient Dockage	\$81,324.00	\$76,253.08	\$77,347.75
Electricity	\$7,460.84	\$6,771.50	\$7,372.33
Retail	\$33,749.88	\$32,473.82	\$28,308.49
Gas Sales	\$52,346.30	\$86,393.12	\$105,895.03
Diesel Sales	\$93,028.36	\$92,902.17	\$127,743.85
TOTALS	\$428,903.89	\$445,567.39	\$482,111.43



SEE A PROBLEM, JUST REPORT IT THROUGH THE SEE-CLICK-FIX APP

With free SeeClickFix mobile app and web tools, Fort Pierce citizens will now be able to provide City staff with pictures, videos, specific descriptions, and more — valuable information needed to get the job done efficiently. In addition, the SeeClickFix platform provides officials with a centralized issue management system to manage issues from creation to resolution — engaging Fort Pierce citizens throughout the process.

The Fort Pierce Works mobile app is available for download on Android (<http://bit.ly/1SFITP3>) and iPhone (<http://apple.co/1kvaEJk>). In addition to the mobile app, citizens can send reports to the City of Fort Pierce’s website.

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Nextdoor

FOR ALERTS ON COVID, STORMS, AND CITY NEWS, SIGN UP AT:
CITYOFFORTPIERCE.COM/ALERTCENTER.ASPX

WELCOME NEW BUSINESSES!

- A/G SMOKE SHOP, LLC
- ACOR
- ANASTASI, JOHN S
- AVENTURA REALTY AND DEV.
- BENJAMIN, CHRIS JR.
- BODY BY LA BELLE, LLC
- CAPITOL WEB MARKETING, LLC
- CHANEY'S HOUSE OF FLOWERS, LLC
- CONVIVA CARE CENTER
- DALIA, MARIA
- DAVE'S DINER
- DAYTON, PETER
- DBEST BARBER SHOP BEAUTY SALON
- DELGRECO, SAMUEL
- DIVER-X HULL CLEANING, LLC
- DOMINGUEZ, THOMAS
- FLORIDA STUDENT COSMETOLOGY
- FORT PIERCE KOA
- FORT PIERCE TRADER'S MARKET, LLC
- G V H HOMES, LLC
- GLOBAL PRESSURE CLEANING & MORE
- GRAY & ASSOCIATES LLC
- HARMONIC ENTERPRISES, INC.
- HARTMAN, JAYSON
- HEITMAN, WILLIAM HARRY
- IN & OUT CLEANING SERVICE
- JAN'S TRENDSETTER SALON SUITES
- JET SKI MAGIK, LLC
- KAUJII BEAUTY, LLC
- LAWNWOOD CARDIOVASCULAR
- LEE, WYNNE
- MARVELLITOS TREE SERVICES, LLC
- MINGS, CHRISTOPHER SCOTT
- OMAR'S LAWN SERVICES, LLC
- PALMER, MITCHELL CLARK
- PAPAPANOS, PETE
- PARADISE EMPORIUM, LLC
- PHAM, EMILY
- PHYSICIANS TO WOMEN
- PSYCHIC & THE GENIE METAPHYSIC
- PUBLIC ADJUSTER 4 YOU, LLC
- PYE-BAREKR FIRE & SAFETY, LLC
- RAWLINS, SAMANTHA
- SC TRUCKING & TRANSPORT, LLC
- SCHUESSLER, ADAM
- SEAWAY BEER & WINE, LLC
- SIASSIPOUR, SASHA
- SIMA, NEIL CHRISTOPHER
- STYLES BY DAPHNE, LLC
- SUN BAND BUILDERS CONST.
- SUSAN BAKER, LLC
- TASTEFUL EXPRESS, LLC
- THE BLUSH BAR STUDIO, LLC
- THE OUTDOORS QUALITY, LLC
- TIMOTHY'S CLASSIC CUTS & DESIGN
- TRAIL & SON DETAILING
- WC BUSINESS ADVISER, INC.