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

## CONFERENCE AGENDA

Conference Agenda Meeting - Monday, April 11, 2022 - 9:00 a.m.
City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **New Business**

   a. Traffic signal request at the intersection of South 25th Street and Frist Boulevard

   b. City of Fort Pierce Equity Profile for Closing the Racial Gap in Homeownership presented by the Florida Housing Coalition.

   c. Follow-up discussion to the Proposed Parking Ordinance Workshop.

   d. Cares Act Funds Update

   e. Discussion on the current policies for liens and consideration of amending / updating the policy to allow for alternate solutions for reductions and establishing a cap on the accrual of fines.

   f. Follow-up discussion on Business Tax Receipt Rates

   g. Annual performance evaluation of Linda Cox, City Clerk

   h. Annual performance evaluation of Nick Mimms, City Manager

   i. Six-month probationary performance evaluation of Tanya Earley, City Attorney

5. **COMMENTS FROM THE PUBLIC**

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

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

7. **Adjournment**

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

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

**City Commission Conference Agenda - 9:00 AM** **4. a.**

**Meeting Date:** 04/11/2022

**Re:** S. 25th & Frist Blvd.

**Submitted For:** Nick Mimms, City Manager, City Manager

**SUBJECT:**

Traffic signal request at the intersection of South 25th Street and Frist Boulevard

## Attachments

Presentation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/06/2022 04:58 PM |
| City Manager | Nick Mimms | 04/06/2022 04:58 PM |

Form Started By: Jennifer Robinson Started On: 03/28/2022 01:39 PM

Final Approval Date: 04/06/2022




# Preliminary Investigation

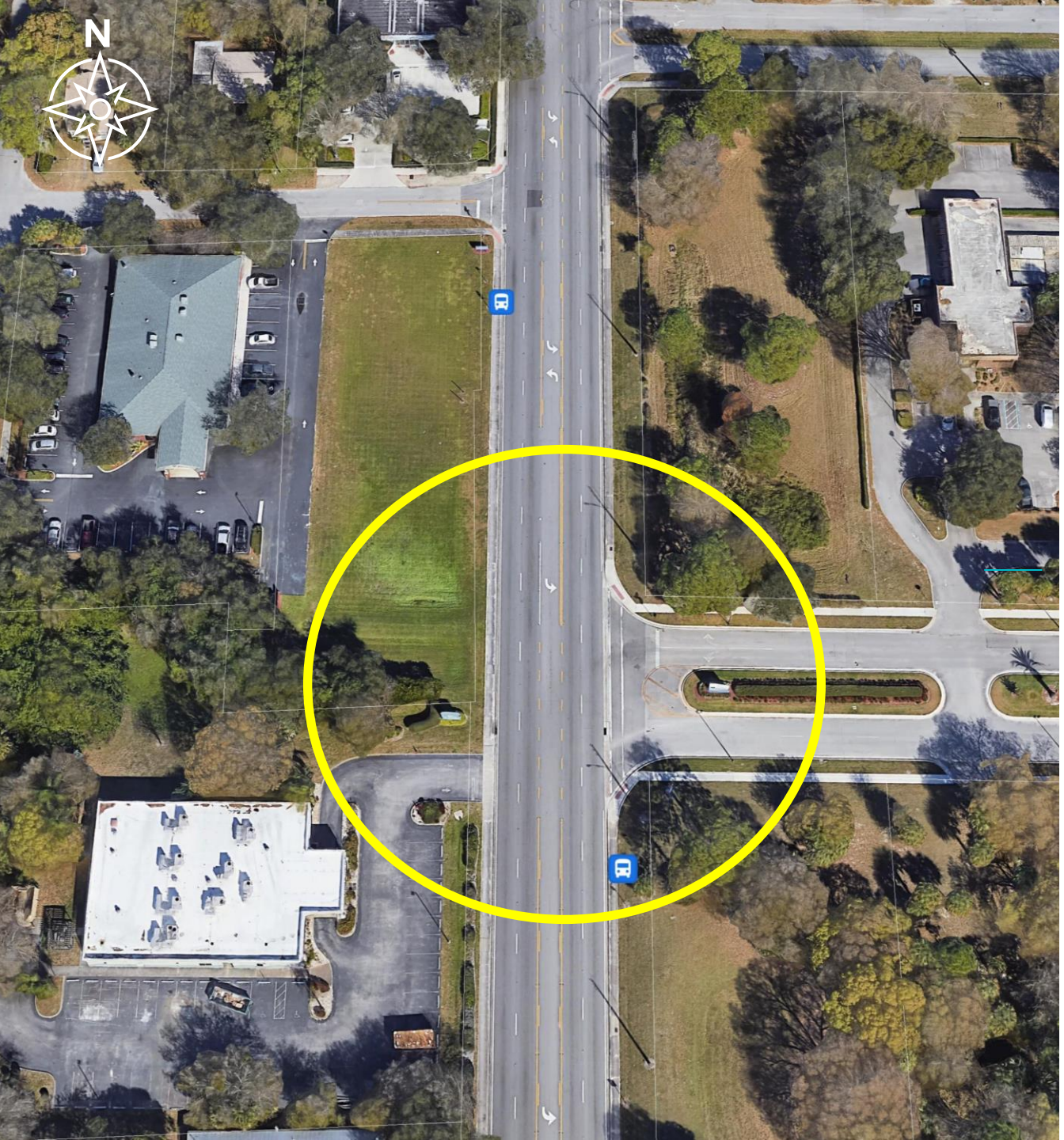
## Signalized Intersection
## 25th Street @ Frist Boulevard

Conference Agenda
April 11, 2022




# Location Map

Typical design spacing for signalized intersections in an urban environment is ½ to ¼ mile (2,640’ to 1,320’).




# Design Warrants

- There are nine warrants that are considered for the installation of a traffic signal.
  - The first three warrants deal with traffic volumes – 8 hour, 4 hour and peak hour
  - The fourth looks at pedestrian volumes
  - The fifth considers the proximity of school crossings
  - The sixth looks at coordinated signal systems
  - Seventh is crash history
  - Eighth is roadway networking
  - Ninth is proximity to a grade crossing



# Configuration Challenges

- Existing driveway would need to be relocated or limited to right-in right-out only.




# Next Step

- Request Traffic Signal Warrant Analysis from FDOT

**City Commission Conference Agenda - 9:00 AM** **4. b.**

**Meeting Date:** 04/11/2022

**Re:** Florida Housing Coalition Center for Racial Equality Presentation

**Submitted For:** Nick Mimms, City Manager, City Manager

**SUBJECT:**

City of Fort Pierce Equity Profile for Closing the Racial Gap in Homeownership presented by the Florida Housing Coalition.

**Attachments**

Grant Award Announcement News Release

Report

Presentation

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Audria Moore-Wells | 04/04/2022 10:05 AM |
| City Manager | Nick Mimms | 04/06/2022 07:50 AM |
| City Manager | Nick Mimms | 04/06/2022 07:50 AM |

Form Started By: Audria Moore-Wells Started On: 02/21/2022 06:24 AM

Final Approval Date: 04/06/2022

Contact: Jaimie Ross, President and CEO
850-212-0587 ross@flhousing.org
For Immediate Release: June 15, 2021

# Center for Racial Equity Announces The Winners of the Competitive Grant Application for Two-Years of Assistance to Close the Gap

TALLAHASSEE, Fla — The Center for Racial Equity, Florida Housing Coalition's initiative that provides support for communities looking to advance racial equity in housing, announced the winners of its competitive grant program entitled **Closing the Racial Gap in Homeownership (Closing the Gap)**. Both the City of Fort Pierce, and the City of West Palm Beach will receive 24 months of technical assistance to help close the homeownership gap amongst Black and white families in their respective communities. The Coalition will be engaging with public and private sector partners and stakeholders to address the history, the policies, and the programs that impact racial inequity in housing and assist the community with implementing solutions.

White Floridians are more likely than any other racial group to own a home both free and clear or with a mortgage. At the same time, Black Floridians have the lowest homeownership rates in the state, and more than half of Black households are renters," according to the Coalition's 2021 Home Matters Report. There have been only small improvements in housing equity since the passage of the Fair Housing Act in 1968. Many municipalities are aware of the racial gap in homeownership and are looking for viable solutions.

## The City of Fort Pierce is Ready for Change

"A stark racial divide in homeownership and housing affordability exists within the City of Fort Pierce," stated the City in its grant application. Embarking on an initiative entitled "One Fort Pierce" – the community is dedicated toward bridging the silent racial and economic divide that exists within its city limits. With the recent success of their Local Foods, Local Places Initiative, the City has

a proven track record of implementing community wide solutions and garnering community wide support for needed improvements. "With a solid track record in place, and an eagerness to tackle the hard issues facing their community, the City of Fort Pierce is well-positioned to take advantage of the help that the **Closing the Gap** program can provide," stated Florida Housing Coalition CEO and President Jaimie Ross.

### West Palm Beach Communities of Color Need Affordable Housing

"In line with my vision of working to create a community of opportunity for all in West Palm Beach, we are working to make the dream of homeownership a reality for all residents no matter where they chose to live," said West Palm Beach Mayor Keith A. James. "This grant will help the city to continue its work addressing affordable housing challenges faced by people of color throughout our city. We thank the Florida Housing Coalition for this grant and are honored to have been named a recipient."

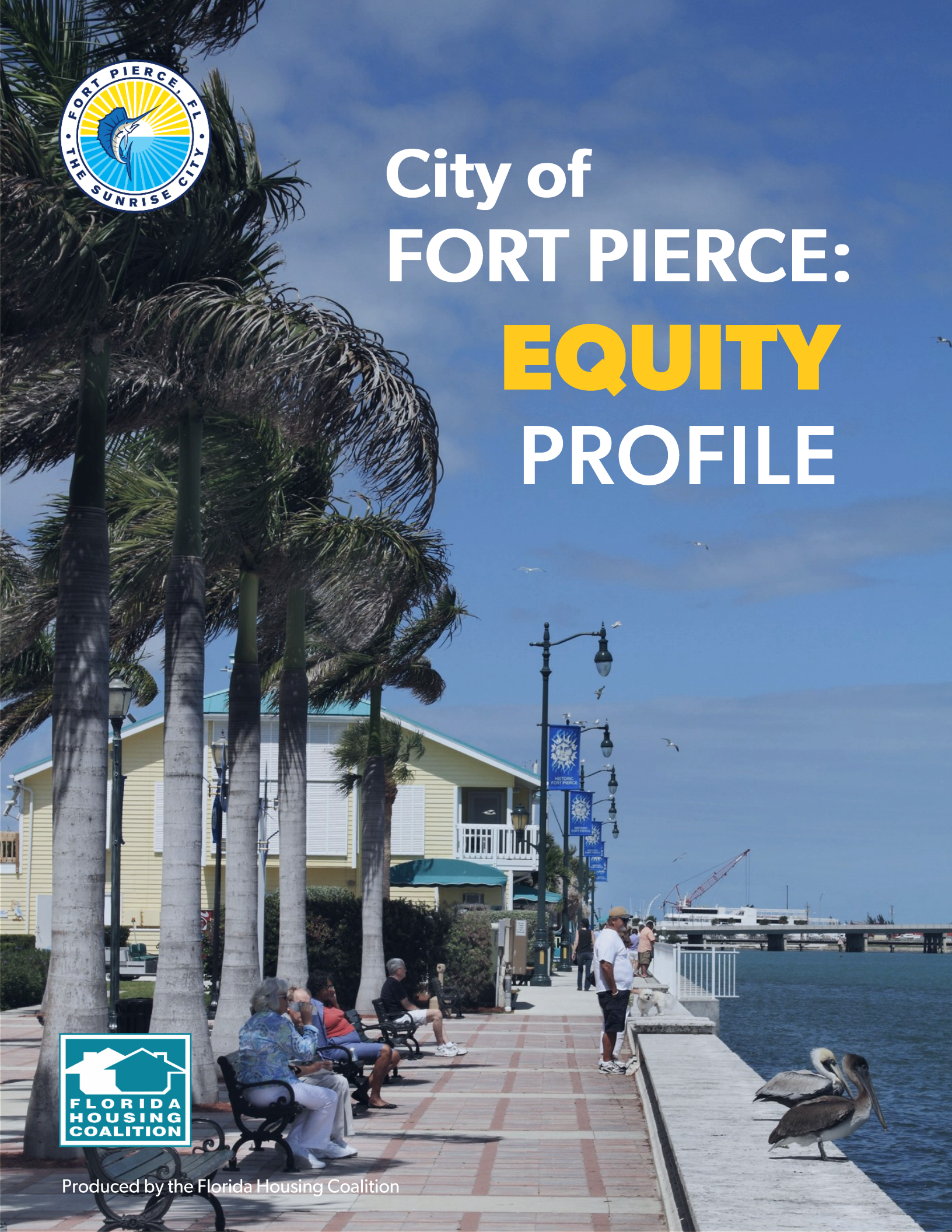
Mayor Keith James, as part of his Taskforce on Racial and Ethnic Equality, has committed resources and city priorities to finding solutions for affordable housing within city limits. "The Mayor's leadership, and the eagerness of the city departments to implement solutions for affordable housing has the Florida Housing Coalition excited about working with them," added Ross.

**Closing the Gap** is the seminal program of the Center for Racial Equity. With funding in place from major underwriters Bank of America and Wells Fargo, the program provides a 3:1 match in technical assistance and resources over a two-year period. "Bank of America is helping advance racial equality and economic opportunity, with a particular focus on helping create opportunity for people and communities of color," said Gene Schaefer, Miami market president for Bank of America. "Having a safe and affordable place to call home is essential to help lay the foundation for wellness, dignity, and economic opportunity," said Eileen Fitzgerald, head of housing affordability philanthropy with Wells Fargo.

### Save the Date: Annual Conference, August 30-Sept 1st

The Coalition's annual Home Matters Conference is focused on the work of the Center for Racial Equity and will have an afternoon focused on **Closing the Gap** in Homeownership. Taking place virtually again this year, the conference dates are August 30–Sept 1. Early registration is now available.

###




# City of FORT PIERCE: EQUITY PROFILE

FLORIDA HOUSING COALITION

Produced by the Florida Housing Coalition

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# Project Overview

## The Gap

Across the country, there is a homeownership gap between African American and white households. Between 1960 and 2017, this homeownership gap increased from 27% in 1960 to 30% in 2017.[1] In Fort Pierce, that gap is even higher. The African American homeownership rate in Fort Pierce was 31% in 2019, half the white homeownership rate at 62%.[2]

The housing gap is caused by a wide variety of factors, including historic underinvestment in African American communities, poverty, the exclusion of African Americans from the housing market through redlining, a lack of access to financial products in low-income and minority neighborhoods, and the targeting of African American households for sub-prime loans that left millions of homeowners devastated after the Great Recession. Teasing out the exact cause of the gap can be difficult, particularly where it is in a community's interest to shy away from their past racial discrimination. While government policy is not wholly responsible for the racial homeownership gap, it is clear that federal, state, and local governments have been a major factor leading to this racial disparity. Now, it is the government's responsibility to contribute to the solution.

Because homeownership is the primary driver of wealth in the United States, because property values are the main source for the taxes that pay for local schools and other services, and because homeownership helps provide the sense of connection to and ownership of the places where we live, homeownership can mean the difference between a thriving community and a devastated one. Therefore, in addition to narrowing the racial homeownership rate gap, this work also presents an opportunity for local governments to work together with other stakeholders to create a thriving community where everyone can build long term wealth and enjoy all of the benefits of Fort Pierce's beautiful, beachside location.

## The Florida Housing Coalition and the Center for Racial Equity

The Florida Housing Coalition (The Coalition) is Florida's preeminent affordable housing training and technical assistance organization. Although the Coalition is known for the training it provides to local housing administrators on the State Housing Initiatives Partnership (SHIP) program, its work has expanded to include local and state planning, disaster mitigation and management, capacity building for nonprofit development, permanent affordability, and the newly established Center for Racial Equity.

Created in 2021, the Center for Racial Equity serves as a composite platform for the Coalition's efforts focused on race and equity, including work on public and private investments, regulations, and the legal and policy frameworks that shape Florida's neighborhoods, cities, and regions. One of the Center's primary initiatives has been the Closing the Gap program. This program, of which Fort Pierce and West Palm Beach represent the flagship efforts, works with local governments to identify, target, and remedy the policies and processes that maintain and widen the homeownership gap between African American and white households.

## Purpose of This Profile

This report has 3 purposes: 1) identifying key community issues around homeownership and racial inequality, 2) identifying the primary barriers to homeownership in Fort Pierce's specific context, and 3) building on existing tools and efforts, offering recommendations and solutions to narrow the racial homeownership gap.

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[1] The Urban Institute, 2018, "Reducing the Racial Homeownership Gap"

[2] 2019, 5-Year American Community Survey

# Executive Summary

## History of the City

To construct the history of Fort Pierce with a particular focus on African American history, it was important that the context of this project considered both written history and history as told through lived experiences. This history was reconstructed by conducting interviews with long-term residents, prominent figures, and community leaders across Fort Pierce. Key stakeholders provided information on the timeline of Lincoln Park's growth and decline of the City's primary black community, Lincoln Park, as well as the development and growth happening in other areas of Fort Pierce and St. Lucie County. In addition, these interviews afforded insight into how residents perceive the current state of Fort Pierce and their hopes for the future.

Fort Pierce was and continues to be a highly segregated city both racially and economically, with most Black residents residing in north Fort Pierce, also called Lincoln Park, and other races and ethnicities primarily in south Fort Pierce. The Lincoln Park community of north Fort Pierce was once thriving, with many working in the now-gone citrus industry. The decline of this industry precipitated the decline of Lincoln Park. Black residents currently have the lowest median income and feel a sense of isolation in north Fort Pierce.

## Barriers to Homeownership

High rates of rental cost burden on Black residents, due both to low incomes and a dearth of affordable rental unit, prevent households from saving for a down payment and reducing debt. The dissemination of information on the homebuying process and resources available is infrequent, and the lack of a dedicated, HUD-certified counseling agency may also be preventing some residents from purchasing homes. Residents that do begin the process of seeking financing are often denied due to low credit scores or high debt-to-income ratios, again pointing to the need for counseling. Further, there are limited sources of purchase assistance available to help low-income residents that are successful in obtaining approval for a mortgage. Finally, there are challenges to producing affordable units for homeownership, particularly in Lincoln Park. Although there are many vacant lots, title issues, government liens, and low appraised values make it difficult to obtain the financing necessary to build.

## The Solutions

*Figure 1: Table of Goals and Strategies*

| | |
|---|---|
| Goal 1: Empower first-time homebuyers with the knowledge and resources they need to succeed. | 1. Support the creation of a HUD Certified Counseling Agency to serve as the primary provider of homebuyer education and counseling; and provide resources for other community groups to host homebuyer clubs and other supporting activities, particularly for young renters.<br>2. Create a forum to facilitate information sharing and strategic partnerships as well as a platform for sharing information and resources with perspective homebuyers.<br>3. Use all available funding sources for down payment assistance, rehabilitation, and new construction. |
| Goal 2: Build capacity within the Lincoln Park community to focus on creating opportunities for existing residents to become homeowners and unlock the potential of Lincoln Park property owners to develop their own land. | 1. Support community housing rehabilitation and redevelopment by assisting small and nonprofit developers.<br>2. Waive liens in exchange for affordability or homeownership.<br>3. Support activation of privately-owned residential land through targeted assistance for heirs' property across the City and Particularly in Lincoln Park.<br>4. Fund/build out the Residential Lot Infill program by expanding eligible developments, pro viding training/TA, and matching property owners with pre-qualified developers and pre-approved plans. |
| Goal 3: Facilitate affordable homeownership opportunities across the city. | 1. Fund and jumpstart the City of Fort Pierce Workforce Housing Program.<br>2. Incorporate affordability provisions in the Planned Unit Development (PUD) process.<br>3. Increase allowable densities and flexibility beyond Lincoln Park, expanding across the city.<br>4. Establish a density bonus program. |

# History of Segregation

Fort Pierce was incorporated in 1901, during the Jim Crow Era, and was racially segregated from its creation. African Americans were only allowed to live in Northwest Fort Pierce, the area that would become known as Lincoln Park; where the majority of African Americans live to this day. Despite the adoption of the 1968 Fair Housing Act that banned legal segregation, Fort Pierce continues to remain extremely segregated, both racially and economically.

Like many other Florida cities, Fort Pierce benefitted from the construction of new railroads, which allowed the city's citrus and agricultural industry to flourish. While still segregated, many African Americans were able to find employment in the citrus industry. By 1968, when the Fair Housing Act outlawed housing discrimination on the basis of race and other factors, the African American community had transformed the Lincoln Park area, resulting in a bustling commercial sector along D Street. The success of the African American community led to a period of deep cultural development and growth, as evidenced by the acclaim of black artists that called the area home such as Zora Neale Hurston and The Florida Highwaymen painters.




*Source: Wikimedia Commons*

Unfortunately, the citrus and shipping industries began declining in the 1970s and there was little left to replace them in the low-income areas of the city. Other parts of the Fort Pierce saw growth in higher education resulting in increased wages, health, tourism, and services. However, Lincoln Park was left behind. The collapse of the area's agricultural base also affected the industries that relied upon it, including secondary workers such as plumbers, electricians, and other trades workers, affecting the commercial activity along D Street. Further exacerbating the decline, the African American community was hit hard by the crack cocaine epidemic of the 1980s and 1990s. One long-time resident, Pastor Pinkie Hendley, recalled this time and stated that "everyone who could get out, got out." The city responded, not by providing more services and development funds, but by knocking down crack houses and other neglected homes, leaving the neighborhood pockmarked by empty lots with unclear ownership. As young African Americans left the city for opportunities elsewhere, the decline in Lincoln Park accelerated. Many of the residents who remained were elderly and had purchased their homes at the height of the citrus boom.

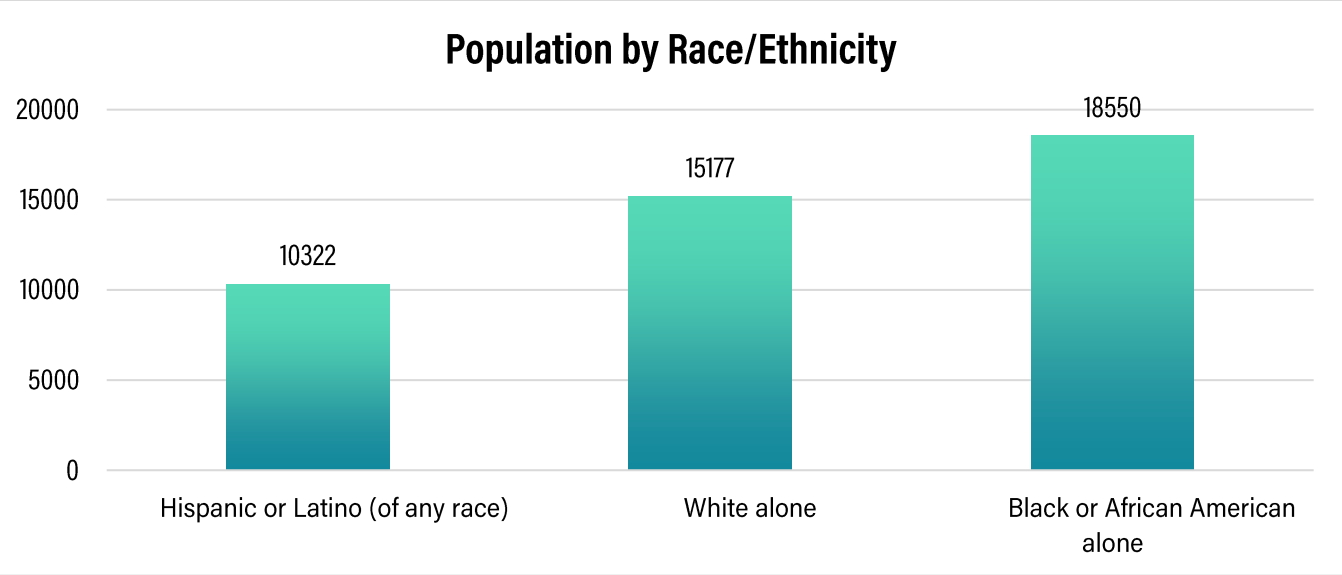
With few job opportunities, the Lincoln Park area saw a decline in income, education, and opportunity. Many long-time residents found that, as opportunity declined, so too did the quality of infrastructure and homes. The neighborhood had lost its tax base along with its primary industry in the span of a few decades. Many residents interviewed said that Lincoln Park residents remain isolated within their community; this includes economic, social, and educational isolation. The economic divide in Fort Pierce has roots in the city's century of history. Today, African Americans make up the largest racial/ethnic group in the city, followed by people who are "white alone" and then Hispanics and Latinos.

# The Legacy of Inequality

## Lingering Racial Segregation and Exclusionary Zoning

Fort Pierce was originally created as a legally segregated city, with African Americans confined to Northwest Fort Pierce (today known as Lincoln Park). While legal barriers to integration were overturned in the late 1960s and the city has made some progress towards integration, Fort Pierce is still de facto segregated. Today, African Americans make up the largest racial/ethnic group in the city, followed by people who are "white alone" and then Hispanics and Latinos. However, the majority of African Americans still live in Lincoln Park. This is particularly notable because Port St. Lucie, just to the south of Fort Pierce, is among the most integrated cities in the country.

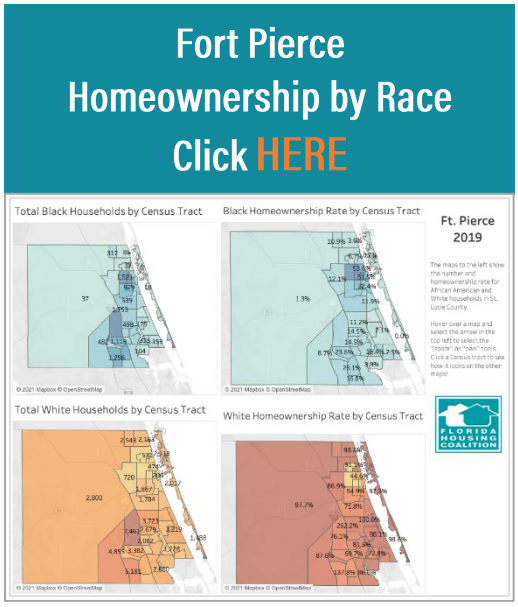
*Figure 2: Ethnicity and Race*




*Source: 2019 1 Year ACS Data*

This map (access the interactive version of this graphic by clicking on the image or the button), shows that the white population is primarily located in the southern portion of the city as well as near the coast. The current zoning map shows most of the residential areas in these majority white parts of the city are zoned for residential low density. Conversely, most of north Fort Pierce, where the majority of the population is Black, is zoned for residential medium density. Without examining historic land development regulations, it is difficult to say with certainty that these current regulations have roots in a segregated past. However, this pattern is suggestive of an intentionally exclusionary zoning practice, where limiting residential development to only single-family detached homes with minimum lot and home sizes (in combination with racial covenants) was intended to keep Black and other racial and ethnic minority residents, who were often lower income, out of majority white neighborhoods.

*Interactive Map 1: Homeownership by Race*

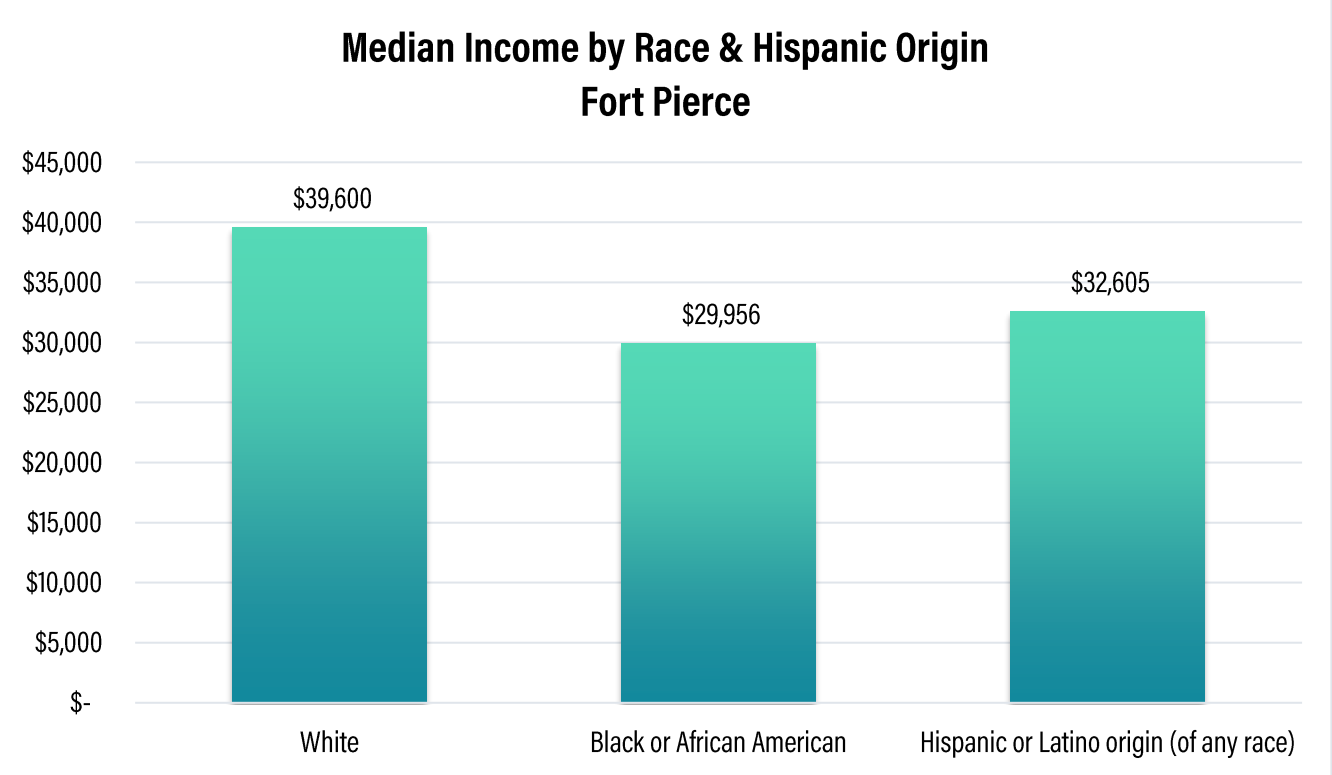



*Source: 2019 1 Year ACS Data*

# Economic Isolation

While incomes in Fort Pierce are lower than the statewide average across the board, African American residents overall have lower incomes than other races and ethnicities. Lincoln Park residents in particular have far lower incomes and lack access to jobs, healthy food, and services. The area also provides less upward economic mobility for low- and moderate-income households. Across our interviews, people consistently discussed the disconnect between Lincoln Park and the rest of the city.

*Figure 3: Median Income by Race/Ethnicity*




*Source: 2019 1 Year ACS Data*

The Opportunity Atlas, a project of Harvard, Brown, and the U.S. Census, works to use de-identified tax data to track children from the age of 5 to 35 to see which areas assisted children out of poverty and where children, instead, fell behind. Across the City of Fort Pierce, children born into poverty typically stay in poverty as adults, though the Lincoln Park area saw the lowest level of opportunity. As strategies from this plan are implemented, increasing construction and homeownership, these efforts need to be in conjunction with other initiatives to give low-income residents, particularly children, the tools they need to build successful lives.

*Interactive Map 2: Opportunity Atlas*




*Source: Opportunity Atlas*

# Empty Lots, High Government Liens, and Heirs' Property

*Interactive Map 3: Vacant Properties in the City*

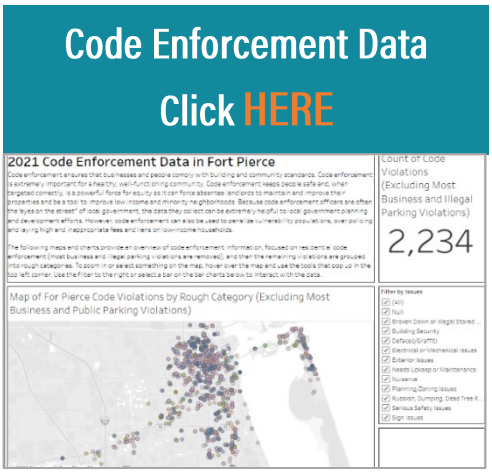



*Source: Parcel Data Provided by the Shimberg Center for Housing Studies, Parcel Map from the St. Lucie Property Appraiser*

Both Lincoln Park and the nearby Fort Pierce Downtown are plagued by empty lots. Vacant residential lands represent 29% of the residential properties in the city between Avenue Q and Orange Avenue. Vacant lots are a major drain on a city's budget because they themselves have low ad valorem values and often perpetuate neighborhood blight.

Vacancy has two related problems. First, multiple residents reported costly liens due to previous citations from code enforcement violations, some decades old. A lien, which is a legal claim against property or assets to settle a debt, can create barriers to the purchase, sale, and development of vacant land. Many of the properties in Lincoln Park have high, nearly unpayable government liens due to code violations or back taxes, making it difficult to convey ownership or develop these properties. The city budget shows liens as a negligible portion of the city budget, only $14,644 in 2017-18 and $23,652 in 2018-19. To the extent that liens keep these empty lots and abandoned homes undeveloped, they ironically reduce the government's tax revenue, prevent investment and stabilization, and negatively impact surrounding property.

*Interactive Map 4: Code Enforcement Minus Most Business and Illegal Parking*

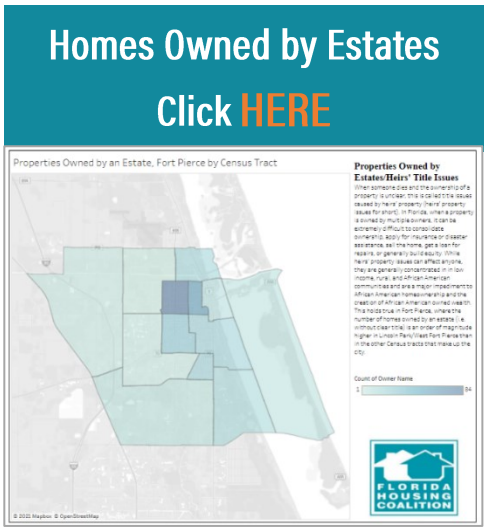



*Source: City of Fort Pierce*

Secondly, many homes are affected by title issues due to heirs' property. When a homeowner dies without leaving a will, the home passes on to any heirs by operation of state law in split shares.

After a few generations, the ownership of a home transferred in this manner can be extremely unclear, sometimes with dozens of co-owners claiming an interest in the home, making it extremely difficult to repair, upgrade, sell, or subdivide land. A clear chain of title is necessary to obtain a mortgage on the parcel or convey the property to a buyer.

*Interactive Map 5: Homes Owned by Estates by Census Tract*




*Source: Shimberg Center for Housing Studies*

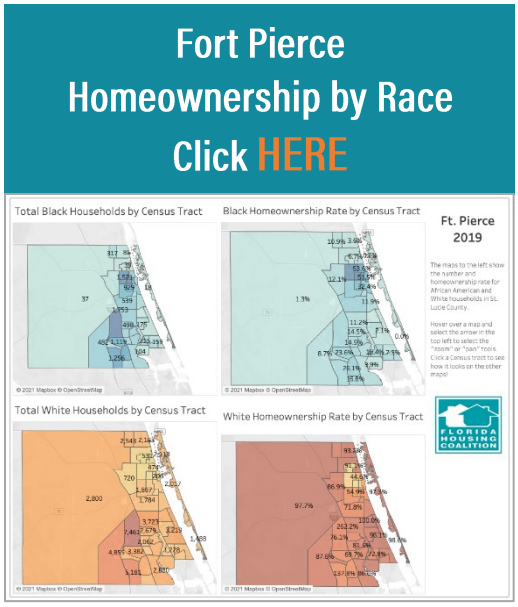
Furthermore, this also affects the householder's ability to apply for federal disaster assistance through FEMA after a hurricane or other catastrophic event, leaving the improvement in an uninhabitable state while the occupants are displaced. While heirs' property issues can affect anyone, across the country they are particularly concentrated in low income, African American communities because of low land values and a lack of access to adequate legal resources. This trend holds true in Fort Pierce, where over a hundred homes in Lincoln Park are identified as having heirs' property issues.

# Specific Challenges to Closing the Gap and the Current Context

Again, the Black homeownership rate in Fort Pierce was 31% in 2019, half the white homeownership rate at 62%.[3] Research has identified several major barriers to homeownership, including the inability to save for a down payment, lack of access to information about the homebuying process, lack of access to financing (including purchase assistance) often caused by issues such as low credit and high debt relative to income, and the lack of housing supply. These barriers manifest themselves in various ways in each community. In this section, we examine data and information to show what these barriers look like in Fort Pierce.

Looking at communities in and around the city, the majority African American Sunland Gardens stands out. Sunland Gardens, located just outside the Fort Pierce city limits to the northwest, has a black homeownership rate of 62.1%, on par with the white homeownership rate for the city of Fort Pierce. The census tract containing Sunland Gardens was all white as of the 1980 census with a homeownership rate of 82.4%. By the 1990 census, it had become majority black, the black population having a 73.2% homeownership rate and the remaining white population with a 72% homeownership rate. Though the white population continued to decline, the homeownership rate remained high, as high as 73.6% for the Black population in the 2010 Census, though this has now declined to 62% as of 2019.

*Interactive Map 6: Homeownership by Race*




*Source: 2019 1 Year ACS Data*

On top of legal tools used to promote segregation, some communities have physical walls, waterways, train tracks, or other barriers that were intentionally built to separate Black or other majority-minority neighborhoods from white neighborhoods. In Fort Pierce's case, the barrier was a narrow canal built for water management purposes, but with no street crossings, separating Sunland Gardens and the majority black neighborhood within the City limits to its east. The barrier appears to have been overcome in the 1980s. Residents indicated that those that maintained good jobs, such as teachers and other professionals, chose to buy homes in Sunland Gardens. At some point a pedestrian bridge was built over the canal, though some residents now complain about increased crime from Lincoln Park entering Sunland Gardens.

## Cost Burdened Renters Concentrated Geographically

One of the primary ways to measure housing unaffordability is "cost burden." Cost burden is when a household pays more than 30% of its income towards housing. Cost burden is a product of both low wages and high housing costs. It is extremely difficult to afford basic necessities when cost-burdened, particularly for low-income households. In turn, cost burden makes it much more likely that a household will be unable to save for a down payment, reduce debt or address the other credit issues needed to access financing to purchase a home (discussed in more detail later in this profile).

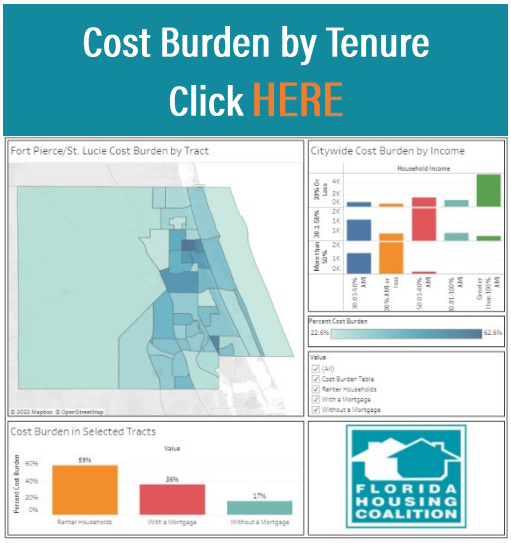
[3] 2019, 5-Year American Community Survey

As shown in this map, renters throughout St. Lucie County and Fort Pierce have a high rate of cost burden. This is primarily due to the low homeownership rate: when controlling for tenure, the cost burden rate in Lincoln Park is comparable to many other communities across the county.

## Low Incomes

As stated above, rental cost burden is a function of the often-lower incomes of renters. To illustrate the low incomes of renters, the following two charts provide a breakdown of the two Census tracts that make up Lincoln Park (3803 and 3802) as well as Sunland Gardens, the nearby, mostly Black-owned neighborhood just outside the city in the county. These charts point to the need for deep subsidy, particularly to serve single-parent families. These families often have stable jobs, just ones that are too low paying for them to transition to homeownership alone, and are ideal candidates for homeownership programs.

*Interactive Map 7: Cost Burden by Tenure*




*Source: 2019 1 Year ACS Data, Shimberg Center for Housing Studies*

*Figure 4: Economic and Demographic Characteristics of Area Census Tracts*

| | Non-Hispanic Black | | | Non-Hispanic White | | |
|---|---|---|---|---|---|---|
| | **Lincoln Park 3803** | **Lincoln Park Census Tract 3802** | **Sunland Gardens Census Tract 3809.02** | **Lincoln Park 3803 Low Quality** | **Lincoln Park Census Tract 3802 Low Quality** | **Sunland Gardens Census Tract 3809.02** |
| **Homeownership Rate** | 30.8% | 30.8% | 62.1% | 20.0% | 0.0% | 58.6% |
| **Age** | 32.7 | 28.3 | 43.4 | 17.7 | 46.4 | 21.8 |
| **Age Male** | 28.8 | 22.3 | 43 | 15.8 | 58.2 | 11.8 |
| **Age Female** | 38 | 29.1 | 44.1 | 30.2 | 38.2 | 33.4 |
| **Percent** | 84.2% | 80.1% | 73.5% | 5.7% | 5.0% | 11.0% |
| **Income** | $ 19,869 | $ 21,154 | $25,795 | $18,681 | $9583 | $32,625 |
| **Household Size 2010, 2019 not Available** | 2.87 | 2.77 | 3.04 | 3.9 | 3.62 | 3.86 |
| **Total Households** | 1753 | 954 | 1521 | 185 | 174 | 360 |
| **Households without Children** | 1144 | 526 | 1218 | 119 | 157 | 345 |
| **Families with Children** | 609 | 428 | 303 | 66 | 17 | 15 |
| **Percent of Families with Children** | 34.7% | 44.9% | 19.9% | 35.7% | 9.8% | 4.2% |
| **Single Mother as a Percent of Families with Children** | 44.4% | 55.3% | 9.4% | 77.5% | 32.7% | 0.0% |
| **Married Couples as a Percentage of Families** | 36.6% | 23.6% | 62.2% | 22.5% | 67.3% | 57.8% |

*Source: US Census, 2019 American Community Survey*

*Figure 5: Income by Family Type*

| All Households | Lincoln Park 3803 | Lincoln Park (Census Tract 3802) | Sunland Gardens (Census Tract 3809.02) |
|---|---|---|---|
| **All Married Couples Income** | $ 26,944.00 | $ 26,964.00 | $ 46,283.00 |
| **Married with Children Income** | $ 17,167.00 | $ 28,810.00 | $ 42,596.00 |
| **Married No Children Income** | $ 35,676.00 | $ 23,594.00 | - |
| **Man no Spouse Income** | $ 32,240.00 | - | - |
| **All Female Householders no Spouse Families** | $ 22,165.00 | $ 20,347.00 | $ 29,750.00 |
| **Female Householder with Children** | $ 20,442.00 | - | $ 9,188.00 |
| **Female Householder without Children** | $ 35,504.00 | $ 29,115.00 | $ 37,098.00 |

*Source: US Census, 2019 American Community Survey*

## Subsidized Units Do Not Meet Current Demand, and Hundreds Are Set to Expire Over Next Decade

Rental cost burden is also a function of a lack of affordable rental housing supply. Given high rates of cost burden, it is clear that the number of subsidized housing units in Fort Pierce is not meeting demand. Fort Pierce has 2,119 subsidized units in the city. The largest share of these units is set aside for mixed elderly/family subsidized developments. Unfortunately, 31.1% of subsidized units are set to expire over the next 20 years. Therefore, efforts to increase homeownership should also consider the need to both produce more and preserve existing affordable rental units to contribute to a reduction in the rental cost burden.

*Figure 6: Assisted Housing Units by Type*

| Number of Subsidized Units in Fort Pierce by Type | | | | | |
|---|---|---|---|---|---|
| | **Elderly; Family** | **Family** | **Family; Link** | **Farmworker** | **Grand Total** |
| **Sum of Assisted Units** | 916 | 512 | 507 | 184 | 2119 |

*Source: Shimberg Center for Housing Studies*

*Figure 7: Assisted Housing Units by Expiration Date*

| Number of Subsidized Units in Fort Pierce by Expiration Data | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | **2031** | **2032** | **2049** | **2055** | **2058** | **2064** | **2066** | **Grand Total** |
| **Assisted Units** | 320 | 340 | 60 | 104 | 212 | 107 | 60 | 1203 |

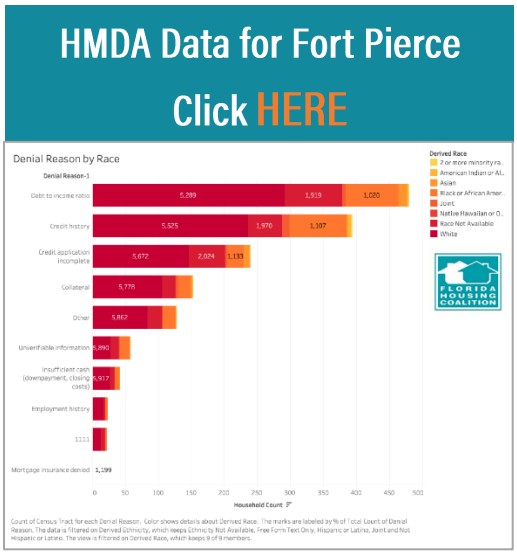
*Source: Shimberg Center for Housing Studies*

## Lack of Homeowner Education, Fewer Black Borrowers, High Denial Due to Credit

The City and community do not provide adequate homeownership education and counseling. Homeownership education and counseling empowers first-time homebuyers both in navigating the purchase process and maintaining homeownership. Currently, the City and other groups occasionally sponsor homebuying seminars. However, this very high-level of information does not adequately address the need for homebuyer education and counseling. This lack of education and counseling has resulted in a disproportionately low number of Black applicants relative to the overall population.

African Americans represent a disproportionately small number of all mortgage applications. Even though they represent the largest plurality of the City's population, African American Households apply for about 1/10th as many mortgages as non-Hispanic whites. This low application rate is not wholly explained by income difference, but also relates in part to lack of access to information about the homebuying process. African Americans have similar denial rates to non-Hispanic whites but are also much more likely to be denied for their credit issue, suggesting the need for housing and credit counseling to help boost Black homeownership.

*Interactive Map 8: HMDA Data for Fort Pierce*




*Source: Consumer Financial Protection Bureau*

African American and white households have similar mortgage approval rates in Fort Pierce, indicating race may not be a significant factor for lenders in this market. However, Black applicants are primarily denied due to credit history, closely followed by high debt-to-income ratios. This compared to non-Hispanic whites who are denied much more due to debt-to-income ratios than credit history. Given the lower credit scores and high debt of Black applicants, coupled with their generally lower incomes, the need for credit and financial counseling is critical to creating more Black homeowners in Fort Pierce.

Another benefit to homebuyer education is that it is often required to access financing that offers more flexible terms of approval and may be more favorable to applicants with lower incomes and/or lower credit scores. Fannie Mae and Freddie Mac lending products, as well as portfolio products offered by lenders to expand access to credit in disadvantaged markets, often require completion of a homebuyer education course provided by a HUD-certified housing counseling agency. This is also a requirement to receive the City's purchase assistance. There is currently no HUD-certified housing counseling agency operating in Fort Pierce, which means not only is there a lack of homebuyer education and counseling, but also residents that are successful in getting mortgage financing are likely missing out on more advantageous loans that would help them sustain homeownership. Without homeowner education, homeownership becomes further concentrated in families with a history of homeownership, widening the gap.

## Limited Resources, Gaps in the System, and Lack of Coordination amongst Actors

Fort Pierce has far more need than funding set aside for affordable housing. The City of Fort Pierce has access to both state and federal funds that have been used for affordable housing activities including housing rehabilitation, homebuyer assistance, and fair housing initiatives. As an Entitlement Community under the U.S. Department of Housing and Urban Development (HUD), the City of Fort Pierce receives annual allocations of Community Development Block Grant (CDBG) funds and HOME Investment Partnership (HOME) funds. The City also receives funding under the State Housing Initiatives Partnership (SHIP) program that is typically used for owner-occupied rehabilitation and purchase assistance. In addition, the City also has its own sources of funding, including community redevelopment agency (FPRA) funds and general revenue funds. Together, these sources invest over $1

million annually in housing activities. Even more, the City has the opportunity to tap into recently disbursed federal American Recovery Plan Act (ARPA) funds, with over $2 million remaining unallocated at the time of this writing that could all be used for housing.

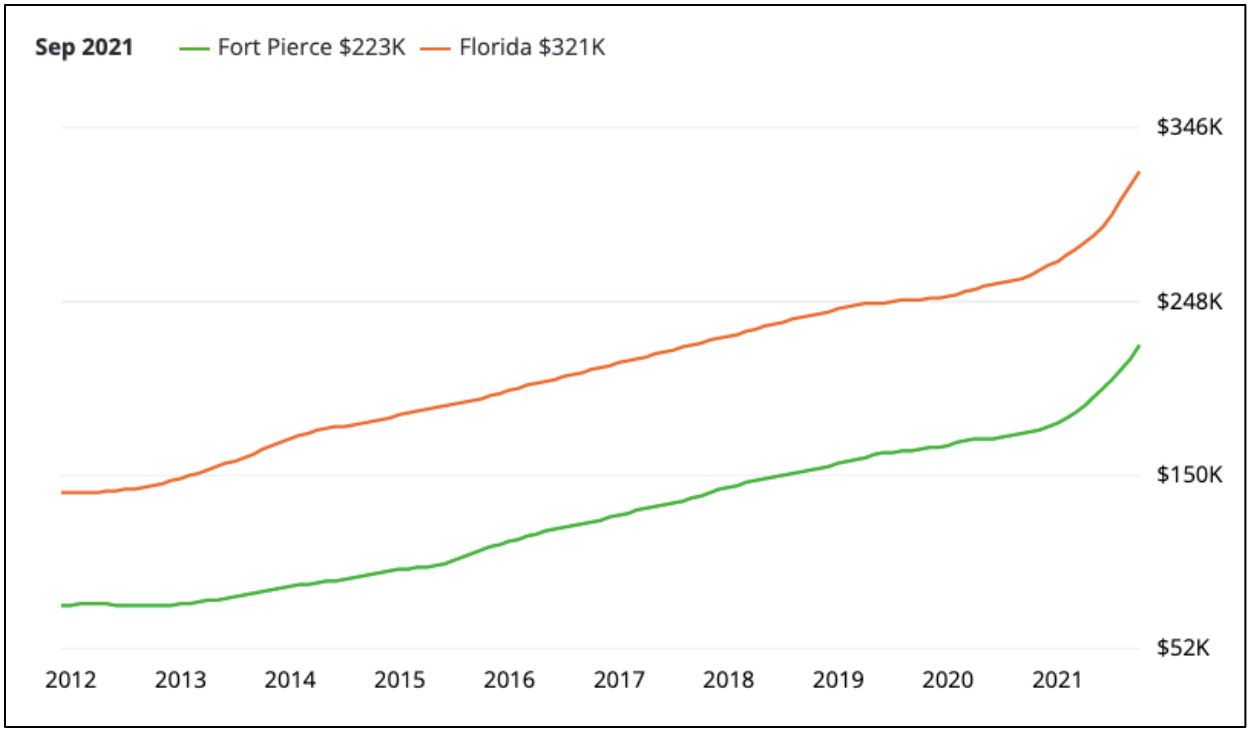
Though the sources outlined above are individually small compared to the need, and managed by disparate offices, the City of Fort Pierce is the chief actor in the housing system based upon the size of its influence and number of existing relationships. Internally, the city's Grants Division administers the SHIP program and the Local Housing Assistance Plan, making it the central housing services office in the city. The office plays a major role in fielding questions from the community and represents a major touchpoint for core stakeholders. The Housing Authority of Fort Pierce also plays a significant role in the housing ecosystem. Its high-functioning Family Self Sufficiency program succeeds at supporting potential future homeowners currently in the PHA's housing programs. However, the lack of a central community-based organization focused on housing is a considerable gap in the system. Further, in the sectors of building and development, finance, and real estate, there appears to be a deficit of connectivity within the North Fort Pierce area. While there are a few identified small individual actors operating the real estate space, there were no readily identified major entities with established relationships. This is not to say that no links exist, but if they do exist, they are not prominent enough to have been identified. The scarcity of connections within these sectors aligns with the trends of historic underinvestment in the North Fort Pierce community. Regular communication amongst actors and greater coordination of resources and efforts could have a greater impact on closing the homeownership gap.

Further, upward mobility, a companion theme and often a prerequisite to homeownership, has been a focus of educational and economic mobility organizations. Indian River State College, Career Source, and the Lincoln Park Mainstreet have good relationships with the City, a strong presence in the community, and present ready points of opportunity for future programs and partnerships. There are also several community-based initiatives that are creating new beneficial networks within the city, particularly in North Fort Pierce. Organizations such as Lincoln Park Young Professionals and the Incubate Neighborhood Center are creating programs that directly improve homeownership accessibility and neighborhood uplift. The relationship between the City and these and other community-based organizations is important, as they can serve as trusted sources and conduits of information on homeownership to potential buyers who may not come directly to the City or a homebuyer counseling agency when starting their homebuying process.

## Challenges to Producing Affordable Supply

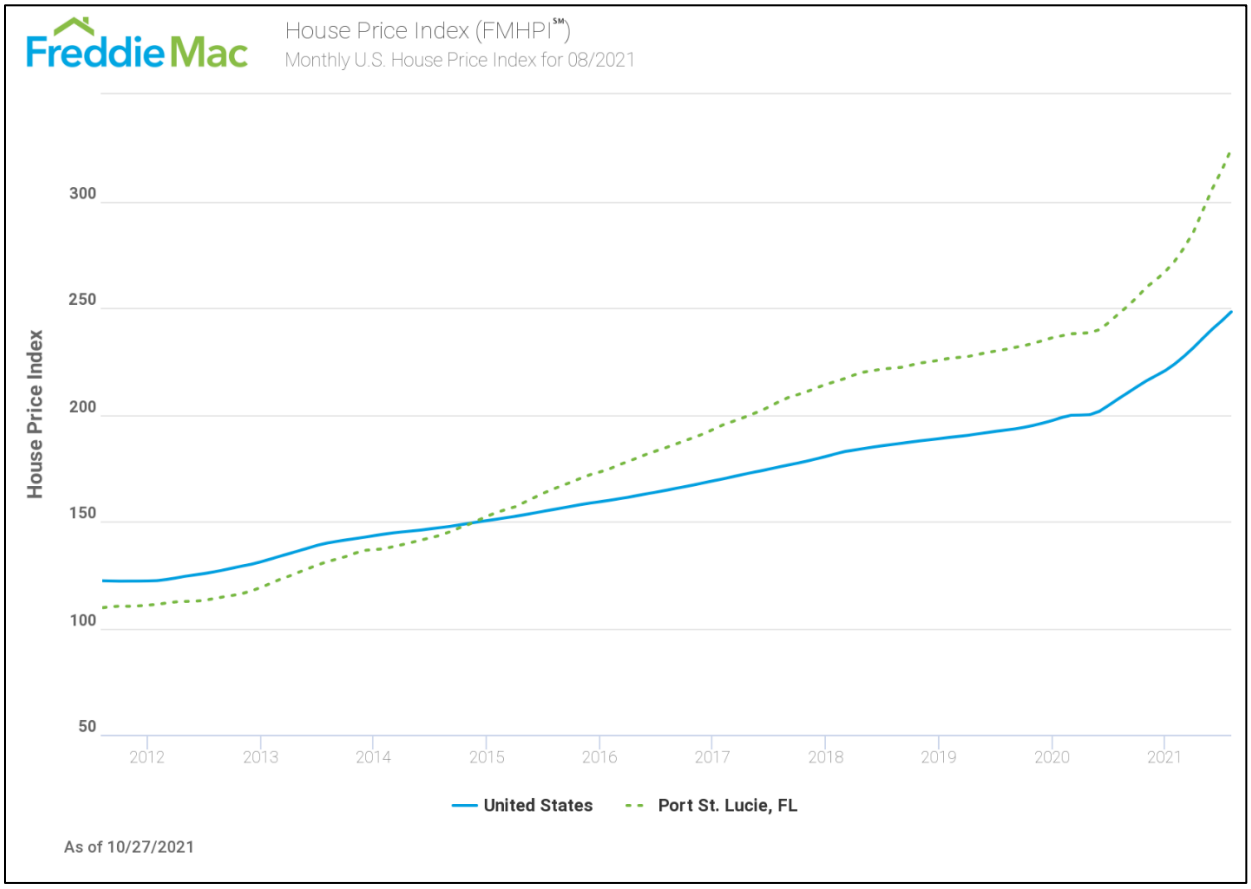
Housing prices in Fort Pierce, along with the rest of the country and particularly in Florida, have seen a sharp rise since the start of the COVID-19 Pandemic as the demand for housing continues to outpace supply and production. According to Zillow, Fort Pierce's typical home sales price has more than doubled over the last nine years, rising from a post-Great Recession low below $100,000 to $223,000 as of September 2021. Freddie Mac's Home Price Index also indicates a sharp rise in home values in the Port St. Lucie area, which is defined as all of St. Lucie County including the City of Fort Pierce. A home price of $223,000, though well-below the State median, is still out of reach for many existing renters in Fort Pierce due to low incomes.

*Figure 8: Zillow Typical Home Value Index*




*Source: Zillow*

*Figure 9: Freddie Mac House Appreciation Index*

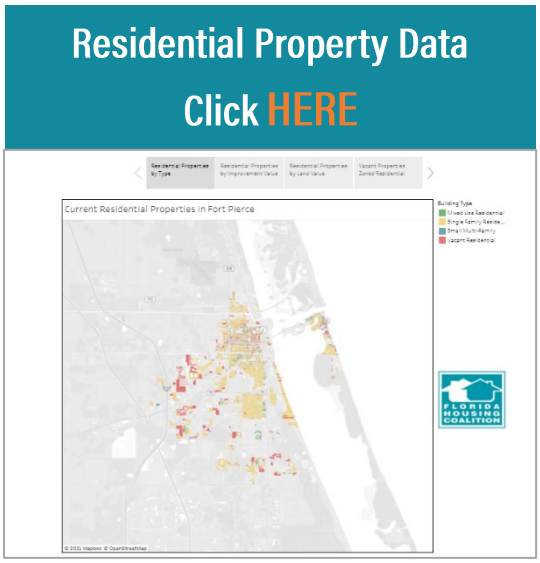



*Source: Freddie Mac*

### Low Appraisal Values Strain the Small Development Ecosystem

While the rest of the market is experiencing significant price and value increase, homes in Lincoln Park continue to appraise far lower than homes in the rest of the city or in St. Lucie County as a whole. Although Lincoln Park presents the best opportunity in terms of availability of land, homes appraise below the cost of construction which makes it difficult to obtain the financing needed to build or repair housing. There are few developers working in Fort Pierce and Habitat for Humanity of St. Lucie County is currently the primary developer of affordable homes for homeownership. These few, though, have found it very difficult to build and sell homes in Lincoln Park, and often opt to build homes in other parts of the City, where both they and the homeowner have a better chance of receiving a return on investment. For this reason, many lots remain empty and existing homes are allowed to fall into disrepair. This self-perpetuating cycle of disinvestment requires direct intervention, often in the form of public investment, that can fill appraisal gaps and incentivize new construction and rehabilitation of properties without the need for an immediate return.

*Interactive Map 9: Residential Property Data*




*Source: Shimberg Center for Housing Studies, St. Lucie Property Appraiser*

# Community Recommendations

As a result of the Equity Profile's findings, the Florida Housing Coalition has created the following list of priority goals and recommendations to address the homeownership gap in Fort Pierce. These goals aim at empowering first-time homeowners and building up the small and nonprofit development sector, across the city but with a focus on Lincoln Park, in order to unlock the potential of Lincoln Park's residents to own and develop their own land.

## Goal 1: Empower first-time homebuyers with the knowledge and resources they need to succeed.

### Strategy 1.1: Support the creation of a HUD Certified Counseling Agency to serve as the primary provider of homebuyer education and counseling; and provide resources for other community groups to host homebuyer clubs and other supporting activities, particularly for young renters.

Currently, through the city's Grants Division, the City of Fort Pierce operates a homebuyer seminar for residents interested in homeownership. This seminar is held only a few times a year and does not have the ability to serve all the residents that require services. Homebuyers in the city need a reliable center of homebuying information and support. The city should support the establishment of a HUD Certified Counseling Agency to provide both pre- and post-purchase education and counseling, as well as credit and financial counseling. Pre-purchase education should consist of providing general information to large groups of prospective homebuyers (virtually or in-person) regarding their readiness, purchase procedures and how to estimate closing costs, the selection of a real estate agent and the importance of home inspections, and so on. Post-purchase education can address topics such as home maintenance, home equity, rights and responsibilities of homeowners, and estate planning.

This Agency can also work in partnership with the City to oversee a city-wide homebuyer education initiative by training other community-based organizations on how to host homebuyer clubs and by providing resources and

oversight to the initiative. Homebuyer clubs provide a longer program schedule in a support group format that helps keep homebuyers motivated and accountable with one another as they work through long-term plans to repair credit, save for a down payment, and reduce debt. The strategy these groups advise is to take it one step at a time and while the group provides those who are at more challenging points of their housing journey with the hands-on help that they need. This approach could be particularly effective for young renters who are beginning their professional lives and others who may be more comfortable working through the process in a small group with trusted voices in their community.

The Agency could also serve as a means of connecting the City with the Housing Authority of Fort Pierce's Family Self-Sufficiency Program. This program enhances the upward mobility of public housing residents and Housing Choice Voucher participants, supporting residents to reaching their academic and employment goals through, savings and financial literacy, career counseling, and direction to other community resources. The 5-year program often sees participants utilize savings in an escrow account established through the program to pay for college, a car, and/or the down payment on a new home. Many single mothers graduate from the program and can move on from publicly subsidized housing to market rate rental or homeownership units while continuing to advance their financial mobility. This program can work in concert with a city-sponsored homebuyer education initiative. The Self Sufficiency Program could further create a pipeline for other programs such as the proposed community land trust (discussed under Goal 3) that provide a safe entrée into homeownership while continuing with career and financial counseling on the path towards fee simple, market homeownership and its associated intergenerational wealth-building.

### Strategy 1.2: Create a forum to facilitate information sharing and strategic partnerships as well as a platform for sharing information and resources with perspective homebuyers.

The City should convene all actors involved in the homebuying process and other stakeholders regularly for the formation of a strong coalition that works towards the goal of closing the gap in homeownership. This can begin with the existing Closing the Gap work group and expand to include businesses and individuals involved in building and development, mortgage and construction finance, real estate sales, the business community, education, and other community-based groups. The purpose of these regular convenings is to share information, share experiences, provide opportunities for referrals, help facilitate the formation of strategic partnerships amongst participants, and potentially spur the creation of innovative pilot programs to alleviate barriers to homeownership.

The City and this new coalition can combine resources to create a platform for sharing information and resources with the general public to generate interest in homebuying and ultimately create new homeowners. This can be a website where perspective homebuyers can receive information from coalition members on things such as classes, financing programs and new developments, join a club, share their experiences with others, and even apply to be placed on waiting and notification lists for purchase assistance or new homes under construction. The platform would serve as a key marketing and community engagement tool and help eliminate gaps that currently exist in the system.

### Strategy 1.3: Use all available funding sources for down payment assistance, rehabilitation, and new construction.

The City currently has a large amount of unspent CDBG funds set aside for economic development and neighborhood revitalization. The city should complete a review of the Consolidated Plan's priority needs and unmet goals to redirect these unused funds towards homeowner activity in documented blighted areas. This can also be coordinated with the Finding of Necessity, which is used to initiate the CRA, leveraging CDBG with other funding mechanisms. The City can re-evaluate the unmet needs that were first identified in the Finding of Necessity that have yet to be addressed, which are further perpetuating the neighborhood blight and distress. These funds should instead be used to leverage SHIP purchase assistance funds.

Community Redevelopment Agencies (CRAs) are special taxing districts that harness increased property values through tax increment financing (TIF) to support development projects within their geographic boundaries. CRAs seek to utilize a positive feedback loop where, as economic development projects increase property values, more TIF funds are generated, providing more funds to conduct more development projects. Unlike in years past, the Fort Pierce CRA (FPRA) planned to fund homeownership development and down payment assistance in 2020 and 2021. However, the 2020 annual plan does not appear to show this type of assistance. As the COVID-19 Pandemic winds down, the CRA should move forward with these programs. Construction assistance for housing development has a high return on investment and, when put into housing construction for low-to moderate-income families, also improves the supply of affordable housing. By targeting CRA funding in Lincoln Park for homeownership development on government-owned empty lots, for example, the city can generate TIF dollars, improve empty lots, and build Black homeownership. Furthermore, the CRA's economic development planning should incorporate an evaluation of residential stock available to potential employees, accounting for current persons living and working in the targeted area as well as in-migration. Ensuring coordination can support employment opportunities for low- and moderate-income residents already living within the CRA boundary while expanding economic development opportunities, without displacing residents as new residents relocate to a transforming area.

In March 2021, Congress passed the American Rescue Plan Act, which funded the newly established Coronavirus State and Local Fiscal Recovery Fund (SLFRF) program. Fort Pierce will receive over $13.5 million in federal funding through this ARPA program, and the city should consider devoting a portion of these funds for affordable homeownership. The SLFRF program is a very broad funding source that can support numerous activities related to addressing the health and economic effects of the COVID-19 pandemic. Treasury has confirmed that a broad variety of affordable housing activities are eligible uses of these funds as long as the affordable housing activities are directed towards eligible populations. Eligible activities include, but are not limited to, new construction, land acquisition, title clearing, down payment assistance, home repair, and operating support. Even if the city devoted only 10% of these ARPA funds towards affordable housing, that would be $1.35 million that could be spent to support new housing, which is nearly three times as many dollars as Fort Pierce can expect to receive in SHIP funds for fiscal year 22-23. This is a once-in-a-generation source of federal funding that can be used for new affordable housing development.

## Goal 2: Build capacity within the Lincoln Park community to focus on creating opportunities for existing residents to become homeowners and unlock the potential of Lincoln Park property owners to develop their own land.

### Strategy 2.1: Support community housing rehabilitation and redevelopment by assisting small and nonprofit developers.

Nonprofit and small, community-focused developers are central to the equitable redevelopment of a neighborhood. Without this network of small developers that have personal knowledge of Fort Pierce, either large-scale developers without local interest will develop Lincoln Park or the neighborhood will continue to decline. Small developers can include people interested in starting a new development business and can also include people who just wish to construct a new home on an empty lot for personal ownership. By encouraging people who already live in Fort Pierce, particularly in Lincoln Park, to develop property in the city, residents themselves are able to reap the benefits of redevelopment that might otherwise go to outside investors.

The city can take various steps to encourage nonprofit and small, community-focused developers across Fort Pierce. This can include hosting development trainings, partnering with these developers to provide city land or other resources, working with local schools and Indian River State College to link trades students with development opportunities, or setting up a revolving loan fund.

People in Fort Pierce have the potential to improve their neighborhood. Other cities, such as Hartford, Connecticut, have provided training to residents who want to start developing vacant or underutilized plots in their low-income neighborhoods. Partnering with the local library, existing local nonprofits like Habitat for Humanity and the Florida Housing Coalition, which already provides development training to small, Black-run nonprofits, the city can provide training to help leverage the existing skills, knowledge, and passion that exists in Fort Pierce.

Several residents suggested that the city partner with Indian River State College, Career Source Research Coast, Treasure Coast Builders Association, and others. One suggestion was the creation of a home builders' program, where current students or recent graduates be given land and a team of builders to construct homes that they would ultimately own. This system keeps costs low, provides ownership opportunities for young people in the community, and helps trades students acquire the experience they need for future construction work.

The city of Fort Pierce, along with county and state government, owns hundreds of acres of property, much of it in Lincoln Park and the downtown area. Once the city has identified local developers or nonprofits, it can donate this land to ensure long-term affordability or to homeowner-developers to increase the homeownership rate in Lincoln Park and downtown.

### Strategy 2.2: Waive liens in exchange for affordability or homeownership.

Costly liens on many abandoned or vacant properties across Lincoln Park make redevelopment difficult. The city should work with nonprofit and small developers to wave liens in exchange for meeting certain requirements, such as providing affordable units or increased homeownership in targeted areas. There are nationwide examples of this type of policy that can serve as models for this work. The Fort Pierce Redevelopment Agency (FPRA) has created a Lien Reduction Redevelopment Program, waiving soft costs associated with city liens, reducing hard costs by 50%, and allowing those hard costs to be applied as a non-ad valorem fee and paid over five years.

### Strategy 2.3: Support activation of privately-owned residential land through targeted assistance for heirs' property across the City and Particularly in Lincoln Park.

The city should consider conducting outreach and surveys to vacant residential property owners about the barriers for activating their already owned land. One subset of these landowners has title issues due to heirs' property (140 parcels identified by the property appraiser in the two Lincoln Park Census tracts), and the city should initiate a partnership with a legal services organization to help clear title on these properties. Other strategies for activating privately-owned residential land include reaching out to absentee landowners to try to get them involved as a meaningful part of the community as well as identifying opportunities to create partnerships and engage in community-led housing development.

### Strategy 2.4: Fund/build out the Residential Lot Infill program by expanding eligible developments, providing training/TA, and matching property owners with pre-qualified developers and pre-approved plans.

The FPRA has created the framework for a Residential Infill Incentive program. While it is not yet operational, the program will provide $2,500 grants to lot owners for the construction of new detached, single-family homes within the redevelopment area. The FPRA should consider expanding this to include any type of residential development, providing training and technical assistance to property owners, working to match property owners with pre-qualified developers (perhaps from the program outlined in Strategy 2.1), and providing pre-approved plans to streamline the development process.

## Goal 3: Facilitate affordable homeownership opportunities across the city.

### Strategy 3.1: Fund and jumpstart the City of Fort Pierce Workforce Housing Program.

The Fort Pierce Workforce Housing Program is codified in the Land Development Code to increase the supply of affordable housing in Fort Pierce and attempts to do so in two ways: 1) by authorizing the city manager to enter into an agreement with a community land trust, and 2) by providing funding towards workforce housing units from the City of Fort Pierce Workforce Housing Trust Fund. This Program, with its existing legal framework, provides a tremendous opportunity to build affordable units to close the racial homeownership gap. This program could be implemented through affordable housing incentives for planned unit developments, and strategic land acquisition in areas close to employment centers or high-cost and/or fast-appreciating residential areas of the city where there is a need to permanently preserve affordable housing.

### Strategy 3.2: Incorporate affordability provisions in the Planned Unit Development (PUD) process.

The city's Planned Unit Development (PUD) process provides an opportunity to secure affordable housing units in exchange for favorable development rights. The city could add affordable housing criteria into the PUD process so the city Commission could consider a proposed PUD's provision of affordable housing as part of the overall review. Additionally, the city could amend its Comprehensive Plan to establish density bonuses and reductions in various building restrictions for developments that provide a set percentage of affordable units. If codified in the Comprehensive Plan, an affordable housing developer applying for a PUD designation could be eligible for by-right zoning benefits.

### Strategy 3.3: Increase allowable densities and flexibility beyond Lincoln Park, expanding across the city.

To encourage more housing development near infrastructure and job centers, improving the financial and ecological sustainability of the city and saving residents the cost of a car and hours spent in traffic, the city should consider increasing the maximum density to support the community's housing needs. Condominiums, and single-family attached housing types such as townhomes are a growing share of the homeownership units in the United States. Their often-lower costs and access to urban services will likely make them an affordable option for homebuyers in Fort Pierce. The R-4 district, the dominant residential zoning in Lincoln Park, is a model for allowing a range of housing types. This district allows detached single-family units, duplexes, triplexes, quadruplexes, and townhomes by-right and mixed-use buildings on a conditional basis. This flexibility in housing types and sizes can lead to increased production of smaller, more affordable units without a developer needing a costly and unpredictable re-zoning. The city should either make it a goal to zone more parcels as R-4 or allow this same flexibility by-right in more zoning districts, as opposed to only allowing certain housing types on a conditional basis. Conditional use processes are unpredictable and costly – the costs of which will likely result in higher housing prices. Instead of using a conditional use process to approve certain housing types, the city should allow a range of housing types by right with predictable development standards. For example, the city should allow duplexes, triplexes, and townhomes as-of-right in the R-2 and R-3 districts, at minimum, reduce setback and maximum lot coverage requirements in these zones, increase maximum allowable densities, and consider legalizing small missing middle housing types in more parts of the city.

R-5 is the city's high-density residential zone district but only allows up to 15 units/acre for conventional developments and up to 18 units/acre for innovative residential developments. However, densities of at least 16 (and preferably more) units per acre are necessary for truly walkable and transit-friendly neighborhoods. To encourage higher density development near infrastructure and job centers the city should consider increasing the maximum density to support the community's housing needs. The city should also reserve the greatest density increases for developments that pledge a set percentage of affordable units. This will require an amendment to the Land Development Code and Future Land Use Map of the Comprehensive Plan to allow higher density. By increasing densities across the city and particularly in the R-5 District, the city can expand

the types of units available, reduce traffic per resident, lower transportation costs, and improve housing affordability.

### Strategy 3.4: Establish a density bonus program.

The city should amend section 125-326 of the Land Development Code or create a new section establishing criteria for an affordable housing density bonus program. Section 125-326 provides density bonuses to developments that meet certain criteria; notably, the provision of affordable housing is not included in these criteria. The city has also shown it will provide greater density to "innovative residential developments" – a process that should be expanded upon for affordable housing. While this is an underutilized provision, expanding it to include affordability as an innovation criterion could increase the supply of both affordable and market-rate housing. A density bonus provision for affordable housing, however, is contained in the Future Land Use Element of the Comprehensive Plan at Policy 1.1.6 but not in the Land Development Code. The city should create a clear and robust incentive program in the Land Development Code to provide zoning benefits in exchange for a set number or percentage of affordable housing units.

# Appendix A – Community Networks Overview

This section focuses on how the actors within the City of Fort Pierce may support, or limit, Black residents' ability to navigate the housing system. Focused on our core stakeholders, we considered how existing relationships present gaps or points of opportunity along the housing continuum. This review is accomplished through individual interviews with local and regional housing system stakeholders as well as through a facilitated working-group discussion to identify connections between system actors. The following are key takeaways from the process.

The City of Fort Pierce is the chief actor in the housing system based upon the size of its influence and number of existing relationships. Internally, the city's Grants Division administers the SHIP program and the Local Housing Assistance Plan, making it the central housing services office in the city. The office plays a major role in fielding questions from the community and represents a major touchpoint for core stakeholders. Residents call both to find out about resources and to receive help regarding the homebuying process— much of which can be out of the scope of what staff can address. The city's lack of a central community-based organization focused on housing that is able to receive these inquiries is a considerable gap in the system. The planning and zoning departments, code enforcement, and Community Redevelopment Agency have varied influence on policies and programs on building and development in the city's neighborhoods but have a secondary role with aspiring homeowners.

Relationships between the city and other actors such as Indian River State College, Career Source, and Lincoln Park Mainstreet were generally characterized as high to medium strength, based upon their history of partnerships and projects. The city serves as a central node to the housing system, connecting other actors and bringing together partners on mission-driven initiatives. Upward mobility, a companion theme and often a prerequisite to homeownership, has been a focus of educational and economic mobility organizations. These groups have a strong presence in the community and present ready points of opportunity for future programs and partnerships. A few stakeholders identified a medium to weak relationship between the Housing Authority of Fort Pierce and the city. As the housing authority plays a significant role in the housing ecosystem, this is an unfortunate finding and bears further clarification and investigation. The Family Self Sufficiency program within the local housing authority is a high-functioning program and succeeds at supporting potential future homeowners currently in the PHA's housing programs. The program consistently exceeds the HUD required participation minimum of 25 public housing residents and 25 Housing Choice Voucher recipients, currently having 35 residents enrolled from each program. A wide variety of relationships with community-based organizations support the program administrator with program implementation, representing a strong network of partnerships.

There are several community-based initiatives that are creating new beneficial networks within the city, particularly in North Fort Pierce. Organizations such as Lincoln Park Young Professionals and the Incubate Neighborhood Center are creating programs that directly coincide with improving homeownership accessibility and neighborhood uplift. The relationship between the city and these organizations is important, as they could strengthen planning and collaboration with the neighborhood. Other institutions in the neighborhood have been noted as areas of potential. The Fort Pierce Neighborhood Association conducts regular neighborhood clean-ups and has developed a positive relationship with the Fort Pierce Police Department. There are several community churches located in North Fort Pierce that are worth engaging and gaining support for homeownership activities, community uplift, or as spaces for homeownership and legal education. A less understood but necessary connection is between landowners, particularly those with vacant properties, who, if they can be connected to the right resources, may serve as a key resource/stakeholder group for the construction of new homes.

In the sectors of building and development, finance, and real estate, there appears to be a deficit of connectivity within the North Fort Pierce area. While there are a few identified small individual actors operating the real estate space, particularly within North Fort Pierce, there were no readily identified major entities with established relationships. This is not to say that no links exist, but if they do exist, they are not prominent enough to have yet been identified. However, the scarcity of connections within these sectors does align with the trends of historic

underinvestment within the community. Developing relationships within and between these sectors should be a high priority. Lenders, realtors, and homebuilders can provide feedback on their own perceived barriers to expanding homeownership and can help inform future solutions and partnerships. In the business sector, the Black Chamber of Commerce and Haitian Chamber of Commerce have been identified are prominent entities worth engaging with, but no existing relationships have yet been identified.

# Appendix B – Land Use and Zoning

The section provides a brief analysis of Fort Pierce's land development regulations related to affordable housing production and overall housing production in general. Improving local land use codes to allow the production of more housing of various types will not solve the affordable housing shortage or the racial homeownership gap alone. However, removing unnecessary zoning barriers to housing development is one key strategy in increasing the number of affordable units, which can close the racial homeownership gap. To improve the minority homeownership rate, it is particularly important to reduce zoning requirements in wealthier, more opportunity-rich parts of the city. Zoning has, over the last 100 years, often been used to intentionally exclude people on the basis of income and race. By reducing zoning barriers to development across the city, particularly in the currently low density and higher cost portions of the city, Fort Pierce can spur the construction of new homes that allows African Americans to reach the first rung of the homeownership ladder.

In a report titled "Explaining the Black-White Homeownership Gap: A Close Look at Disparities Across Local Markets," the Urban Institute found that MSAs with lower median house prices relative to median rent and more building permits per household have higher Black homeownership rates. This finding suggests that with more building permits and housing supply, the City of Fort Pierce can increase Black homeownership.

Zoning and land use policies should be designed to encourage and facilitate the production of affordable housing by striking a balance between allowing more housing supply generally and by conditioning favorable development rights specifically on deed-restricted affordable housing production. For the purposes of this section, "deed-restricted affordable housing" means a housing unit with any legal mechanism to guarantee long-term affordability, such as with a deed restriction, land use restriction agreement, restrictive covenant, community land trust (CLT), or other legal tool.

## Allowable Housing Types & Densities

Flexibility in housing types and densities is key to encouraging and facilitating the production of more affordable housing units. Allowable housing types and densities in the land development code affect the number and size of housing units that can legally be produced in a jurisdiction. If too much land is reserved for larger and low-density single-family housing units, less land is available for smaller housing types that allow more persons to live in the city at a more affordable price. The R-4 District (detailed in the following table) provides the flexibility in housing types needed throughout the city. The city should consider rezoning more of its lower density areas as R-4.

The table below details permitted housing types and densities allowed in residential zones in Fort Pierce.

*Figure 10: Table of Zones and Allowed Housing Types*

| Zone District | Housing Types Allowed | Densities |
|---|---|---|
| E-1<br>Single-Family Estate | Detached house<br>Guest house*** | • Average net density of approximately 1 unit/acre |
| E-2<br>Residential single-family – 2 units/acre | Detached house<br>Guest house* | • Average net density of less than 2 units/acre |

| | | |
|---|---|---|
| E-3<br>Residential single-family – 3 units/acre | Detached house<br>Guest house* | • Average net density of less than 3 units/acre |
| R-1<br>Single-family low density | Detached house<br>Guest house* | • Average net density of less than 4 units/acre |
| R-2<br>Single-family intermediate density | Detached house<br>Guest house* | • Average net density of less than 5 units/acre |
| R-3<br>Single-family moderate density | Detached house<br>Duplex**<br>Townhouse**<br>Multi-Dwelling Building**<br>Mobile/Manufactured Home or Park**<br>Guest house* | • Average net density of less than 6 units/acre<br>• "Innovative residential developments" may have higher net densities up to 8 units/acre*** |
| R-4<br>Medium density residential | Detached house<br>Duplex<br>Townhouse<br>Multi-Dwelling Building<br>Guest house (for single-family lots)<br>Mobile/Manufactured Home or Park**<br>Mixed-Use Building** | • Up to 10 units/acre for conventional developments<br>• Up to 12/units acre for innovative residential developments*** |
| R-4A<br>Hutchinson Island medium density | Detached house<br>Duplex<br>Townhouse<br>Multi-Dwelling Building<br>Mixed-Use Building*<br>Guest house (for single-family lots) | • Generally not to exceed 8 units/acre<br>• Bonus density of one additional unit/acre available if site plan meets landscaping approval |
| R-5<br>High density residential | Detached house**<br>Duplex**<br>Townhouse<br>Multi-Dwelling Building<br>Guest house (for single-family lots) | • Up to 15 units/acre for conventional developments<br>• Up to 18/units acre for innovative residential developments*** |
| C-1/C-2/C-5/C-6<br>Various commercial districts | Detached house**<br>Duplex**<br>Townhouse**<br>Multi-Dwelling Building**<br>Mixed-Use Building**** | |

*Source: Fort Pierce Zoning Ordinance*

* Guest house only allowed if lot is 30,000 square feet or more

** Conditional use only

*** Innovative residential developments will be described below

**** Mixed-use buildings are permitted in all commercial districts

## Lot Design Standards

In addition to allowable housing types and densities, lot design regulations such as minimum lot size, maximum lot coverage, setbacks, and parking requirements impact housing affordability. Flexible lot design regulations can encourage and facilitate the production of smaller housing units on more lots – units that, due to their relative size and lower land usage, can be more affordable. Well-crafted minimum lot size requirements can increase the number of developable homes.

Impervious surface ratios, setback requirements, and parking standards also affect the amount of buildable land and housing type within the city. A zoning district with a high impervious surface ratio may be able to contain more parcels with multiple housing units like duplexes and townhomes, for example. Similarly, a zone district with a low impervious surface ratio and large setback requirements from neighboring lots will likely only produce lots with single-family houses of a certain size. It is important to assess what types and what sizes of housing are incentivized through the existing lot design requirements and what requirements can be amended to facilitate smaller, more affordable unit development.

*Figure 11: Fort Pierce Setbacks and Other Zoning*

| Zone District | Min. Lot Area (square feet) | Max. Lot Coverage/ Building Height | Notable Setback Requirements |
|---|---|---|---|
| E-1<br>Single-Family Estate | 30,000 | 25%/35 feet | |
| E-2<br>Residential single-family – 2 units/acre | 15,000 | 25%/35 feet | |
| E-3<br>Residential single-family – 3 units/acre | 12,000 | 25%/28 feet or 35 feet with conditional approval | |
| R-1<br>Single-family low density | 12,000 | 25%/28 feet or 35 feet with conditional approval | |
| R-2<br>Single-family intermediate density | 9,000 | 30%/28 feet or 35 feet with conditional approval | |
| R-3<br>Single-family moderate density | Single-family: 7,200<br>Duplex: 12,000 | 35%/28 feet or 35 feet with conditional approval | |

| | | | |
|---|---|---|---|
| R-4<br>Medium density residential | Single-family: 5,000<br>Duplex, triplex, quadraplex: 4,000 per unit<br>Townhome: 1,500 | 50%/45 feet | Different setback standards based on unit type |
| R-4A<br>Hutchinson Island medium density | Single-family: 5,000<br>Townhome: 1,500 | 45% (multifamily, 50% (townhome)/45 feet | |
| R-5<br>High density residential | Single-family: 5,000<br>Townhome: 1,500<br>Duplex: 7,000<br>Triplex/quadraplex: 2,500 | 50%/200 feet | |

*Source: Fort Pierce Zoning Ordinance*

Required parking is not regulated squarely by zone district but is instead regulated of type of residential use at section 125-315(d)(1) of the Land Development Code. The parking requirements for residential uses are as follows:

*Figure 12: Parking Requirements*

| Type of Residential Use | Required Off-Street Parking |
|---|---|
| Single-family dwellings, including mobile homes, and duplexes | 2 spaces/dwelling unit |
| Triplexes, quadraplexes, and multifamily housing developments | 1.5 spaces/dwelling unit |
| Public housing for the elderly, notwithstanding other residential parking standards | 0.5 spaces/dwelling unit |
| Boarding houses | 1 space/bedroom |
| Mobile home parks | 2 spaces/dwelling unit |

*Source: Fort Pierce Zoning Ordinance*

### Density Bonuses

Section 125-326 of the Land Development Code provides a maximum 5-unit/acre density bonus for development within a one-fourth mile radius of a rail station, multimodal transit center, or transit stop. This section also allows the director of planning to provide administrative relief for eligible developments by reducing setback, lot size, parking, and open space requirements. The provision of affordable housing is not considered in this density bonus section.

### Planned Unit Developments

The city's Planned Unit Development (PUD) process provides an opportunity to secure affordable housing units in exchange for favorable development rights. These are developments that vary from the uniform requirements of the established zone districts and are approved on a case-by-case basis. With a number of these developments straying from the established zoning district regulations, a focus solely on the established zoning districts as

described above will not cover the scope of the issue. A study of the PUD process is warranted when looking at the whole picture of the city's relationship between land use planning and housing affordability.

Section 125-212 provides descriptions of the PUD process. Section C overviews the application requirements for a PUD designation which include a phasing schedule, qualitative data on types of dwelling units, gross densities, open spaces, other data points, exceptions from the standard zoning ordinance, and a site plan. The city could add affordable housing provisions into the PUD process so the city commission could consider a proposed PUD's provision of affordable housing as part of the overall review. Requiring or encouraging the production of affordable units in order for a developer to receive a PUD designation, a designation that can provide tremendous benefit to a private-sector developer, would be in line with a stated intent of the PUD designation. Namely, to grant the city commission "the absolute authority to establish such limitations . . . it deems necessary to protect the public health, safety, and general welfare."

### City of Fort Pierce Workforce Housing Program

Article VI of Chapter 103 of the Land Development Code contains the City of Fort Pierce Workforce Housing Program. This Article can establish innovative affordable housing policies including inclusionary zoning, density bonuses, and any incentive-based programs for affordable housing development. The purposes of the Workforce Housing Program are to ensure the adequate inventory of owner-occupied and rental housing for low- to middle-income households, to provide for the creation of a variety of housing options throughout the city for existing and anticipated workforce, and to create an assistance program which provides access to funds from a workforce housing trust fund.

The Program contemplates achieving these goals in two ways: 1) by authorizing the city manager to enter into an agreement with a community land trust; and 2) by providing funding towards workforce housing units from the City of Fort Pierce Workforce Housing Trust Fund. However, as of this writing, this Program has not been funded nor has the city entered into an agreement with a community land trust. This Program, with its existing legal framework, provides a tremendous opportunity to build affordable units to close the racial homeownership gap.

The legal framework for the Workforce Housing Program is very encouraging and has a number of terrific provisions. For example, any unit funded with Workforce Housing Trust Fund dollars must be affordable for a period of 99 years. The next steps are for the city to fund this program at adequate levels and to enter into an agreement with a community land trust.

## Additional land use strategies to increase the supply of affordable housing throughout Fort Pierce

### Strategy 3.5: Allow Accessory dwelling units in all residential districts.

Accessory dwellings units (ADUs) are small, attached, or standalone homes on the same lot as a larger residential unit, usually a single-family home. Also known as granny flats, carriage houses, and mother-in-law suites, ADUs can be used for affordable rental housing or affordable housing for extended family members. Currently, the city only allows ADUs within the Edgartown Settlement Zoning District. The city should consider allowing ADUs in all residential districts utilizing best practices to encourage this small-unit, smart growth development. In the rental context, by creating a small-scale rental unit attached to a single-family home, ADUs provide additional income to low- and moderate-income households while simultaneously providing a generally below-median cost rental unit, making two newly affordable homes.

### Strategy 3.7: Increase maximum lot coverages to encourage multiple, smaller units on a single lot.

Maximum lot coverage regulations typically set the percentage of the overall area of a site that buildings can occupy. In Fort Pierce, the denser the zone district, the greater the allowable maximum lot coverage; the R-1 zone has a maximum coverage of 25% while R-5 has a maximum of 50%. To encourage multiple, smaller units on a single lot, the city could increase the maximum lot coverage for developers that will build affordable units. For example, through a robust incentive program, a developer for a parcel zoned R-3 could receive a 50% maximum lot coverage allowance for two affordable duplexes. The city could also decide to increase maximum lot coverages by right without conditioning affordability to secure more missing middle housing types overall.

### Strategy 3.8: Condition height bonuses in R-3 and R-4 on affordable housing.

There is a large difference in maximum allowable height from R-4, medium-density residential zone (45 feet), to R-5, the high-density residential zone, (200 feet). In addition to providing density bonuses in exchange for affordable units, there may be room to condition height increases on affordable units, especially in the R-3 and R-4 zones. This strategy could help facilitate the construction of new affordable condominium units.

### Strategy 3.9: Provide reduced parking requirements in exchange for affordable units.

Required parking can be a costly expense for the affordable housing developer or homeowner and can make development difficult from a design perspective for infill or oddly shaped lots. The city should explore conditioning reducing parking requirements in exchange for affordable units, particularly if proposed housing has adequate on-street parking.

# Appendix C – Funding for Housing

The City of Fort Pierce has access to both state and federal funds that in part have been used for affordable housing activities including housing rehabilitation, homebuyer assistance, and fair housing initiatives. As an Entitlement Community under the U.S. Department of Housing and Urban Development (HUD), the City of Fort Pierce receives annual allocations of Community Development Block Grant (CDBG) funds and HOME Investment Partnership (HOME) funds. The city also has its own sources of funding, including community redevelopment agency (CRA) funds and general revenue funds. The following section provides a brief overview of these sources and how they have been or will be spent.

## Fort Pierce Redevelopment Agency (FPRA)

The Fort Pierce Redevelopment Agency (FPRA) is a community redevelopment agency that covers the Downtown, beach, and Lincoln Park areas of the city. Established in 1982, FPRA is intended to guide the redevelopment of the city of Fort Pierce. A review of past FPRA annual reports and feedback from many interviewees showed that the FPRA has neglected the investment of TIF dollars in Lincoln Park for more prosperous areas Downtown and at the beach, spending tens of millions of dollars on projects such as the Former King Power Plant Cleanup and Redevelopment and the South Jetty Park Reconstruction. However, their latest plan (written pre-COVID-19 Pandemic) seems to have taken a pivot to focus more funds into Lincoln Park. The FPRA is in the process of financing 12 single-family, affordable homes in partnership with Stuart and Shelby Development and East West Development at Moore's Creek, near Ave D. Using tax increment financing (TIF), the CRA planned to spend $455,000 for neighborhood revitalization in 2020, and $495,000 in 2021. Of this, the majority will go towards housing development in even years (2020, 2022, 2024) while a large share will go towards the neighborhood connector inter-modal mobility project in odd years (see table below). While the majority of the CRAs dollars go towards the debt from these large, previous projects, neighborhood revitalization receives the largest share of the remaining funds. However, the 2020 FPRA Annual Report did not report any funding for several planned programs, including the Residential Home Improvement Program and the Purchase Assistance Program. These programs were most likely cut to allow for more spending in response to the COVID-19 Pandemic, but care should be taken to make sure they receive funding in 2022 and beyond.

*Figure 13: FPRA Neighborhood Revitalization Budget*

| Proposed Capital Projects | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|---|
| Neighborhood Connector | | $300,000 | | $300,000 | | $300,000 |
| Residential Home Improvement Program | $150,000 | | $150,000 | | $150,000 | |
| Residential Home Purchase Assistance Program | | $150,000 | | $150,000 | | $150,000 |
| Quarterly Legal (Home Ownership, Title Clearance) Workshops | | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 |
| Multifamily Development incentive | $250,000 | | $250,000 | | $250,000 | |
| Support Neighborhood Cleanup Programs | $15,000 | $15,000 | $15,000 | $15,000 | $15,000 | $15,000 |
| Community Oriented Policing | $25,000 | $25,000 | $25,000 | $25,000 | $25,000 | $25,000 |
| Total for Neighborhood Restoration | $445,000 | $495,000 | $445,000 | $495,000 | $445,000 | $495,000 |

*Source: FPRA Plan*

# The State Housing Initiatives Partnership Program (SHIP)

The State Housing Initiatives Partnership Program (SHIP) uses funds collected and stored in the Sadowski Housing Trust Fund to increase and improve the stock of affordable housing in Florida. The majority of funds are set aside for construction purposes for low- and moderate-income ownership households. In The 2016-17 funds (the last year for which we have accurate expenditure numbers), the city spent $877,514 for the rehab of existing owner-occupied units and purchase assistance for low- and moderate-income households. The vast majority of funds over the last few years have gone to African American households in Lincoln Park. This funding has helped improve the homeownership units of the Lincoln Park area and driven much needed mortgage capital to the neighborhood.

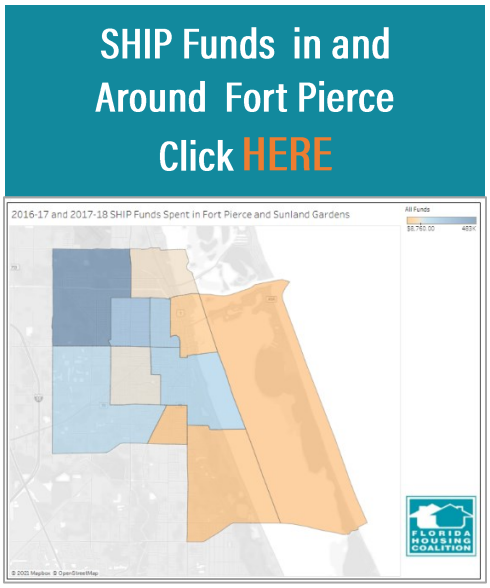
*Figure 14: SHIP Expenditures 2016-17 and 2017-2018*

| Fort Pierce | Households Served | Funds Distributed | Funds per Household |
|---|---|---|---|
| **2016-2017** | **37** | **$ 877,513.75** | **$ 23,716.59** |
| **Owner Occupied Rehab** | **27** | **$ 760,415.28** | **$ 28,163.53** |
| Black/African American | 24 | $ 693,186.28 | $ 28,882.76 |
| White | 3 | $ 67,229.00 | $ 22,409.67 |
| **Purchase Assistance** | **10** | **$ 117,098.47** | **$ 11,709.85** |
| Black/African American | 8 | $ 92,098.47 | $ 11,512.31 |
| Hispanic | 1 | $ 10,000.00 | $ 10,000.00 |
| White | 1 | $ 15,000.00 | $ 5,000.00 |
| **2017-2018** | **36** | **$ 63,172.80** | $ 1,754.80 |
| **Disaster Assistance** | **36** | **$ 63,172.80** | **$ 1,754.80** |
| Black/African American | 23 | $ 38,022.80 | $ 1,653.17 |
| Hispanic | 1 | $ 2,200.00 | $ 2,200.00 |
| White | 12 | $ 22,950.00 | $ 1,912.50 |

*Source: Florida Housing Finance Corporation*

In this map (access the interactive version of this graphic by clicking on the image or the button) it is possible to see the census tracts which received the most SHIP funding (from both the city of Fort Pierce and St. Lucie County). The census tract that receives the most funding in the county is the tract that contains Sunland Gardens, just outside the city's boundaries. Within the city, Lincoln Park's western census tract receives the highest level of funding.

*Interactive Map 10: SHIP Funds in and Around Fort Pierce*




*Source: Florida Housing Finance*

## General Funds

The 2021 budget does not show any general revenue funds spent on down payment assistance or home replacement/new construction. However, in previous years the city has used general revenue funds for housing purposes, including, in 2008-09, $123,000 for down payment assistance, $137,361 for home repair and replacement, and $5,000 for the demolition of dilapidated housing. As the city begins to fund the Workforce Housing Program, it should consider setting aside general revenue for affordable housing financing and development as it has done in previous years.

## Federal Funds

The Community Development Block Grant (CDBG) is a federal program administered through HUD that provides funding for community revitalization efforts. The CDBG program is intended to be a flexible source of funds to address a wide range of community needs. Overarching goals of the CDBG program are meant to ensure the provision of decent affordable housing, a suitable living environment, and expanded economic opportunity. Additionally, activities carried out under CDBG must meet one of the existing national objectives, which are: 1) benefit low-income and moderate-income persons; 2) prevent or eliminate slums and blight; and 3) address community development needs considered urgent. Not less than 70 percent of CDBG funds must be used for activities that benefit low-income and moderate-income persons. Eligible activities related to housing include housing rehabilitation and homeownership assistance.

Fort Pierce has prioritized the majority of its funds for business investment and job creation. However, where funds have been put towards housing activities, the city has historically utilized its CDBG funds for housing rehabilitation, home purchase assistance, fair housing, and code enforcement. From 2016-2020, the city dedicated $200,000 of CDBG funds for housing activities and proposed to rehabilitate 365 units and provide purchase assistance for 30 homebuyers to support homeownership opportunities.

Over the past three years, barriers to affordable housing and lack of funding have proven obstacles to meeting housing goals. While the city has been able to progress in meeting CDBG housing rehabilitation goals, homebuyer needs remain unmet. However, the city does allocate a good portion of its SHIP money to providing down-payment and closing cost assistance.

Utilizing CDBG funds, the city also affirmatively furthers fair housing in accordance with the Fair Housing Act. The city conducted an Assessment of Fair Housing (AFH) in 2016 to identify barriers to housing choice. The assessment identified the following impediments related to closing the homeownership gap:

- Housing/lending discrimination.
- Fair and equal lending disparities.
- Shortage of affordable/decent housing.
- Housing market segregation.




**Florida Housing Coalition**
1311 N. Paul Russell Road, B-201
Tallahassee, FL 32301
**Phone I** 850.878.4219
**Website I** Flhousing.org

# Closing the Gap and American Rescue Plan Funds

Presented to

City of Fort Pierce Commission

April 11, 2022

FLORIDA HOUSING COALITION

# About the Florida Housing Coalition

- Our Mission: Bring together housing advocates and resources so that all Floridians have a home that is affordable in a suitable living environment
- Our Vision: In every Florida community there is an ethic to ensure all members of the community can live an affordable home of their choosing
- Our Work: Provide training, technical assistance and consultant services on housing affordability and related issues
- Find us at www.flhousing.org

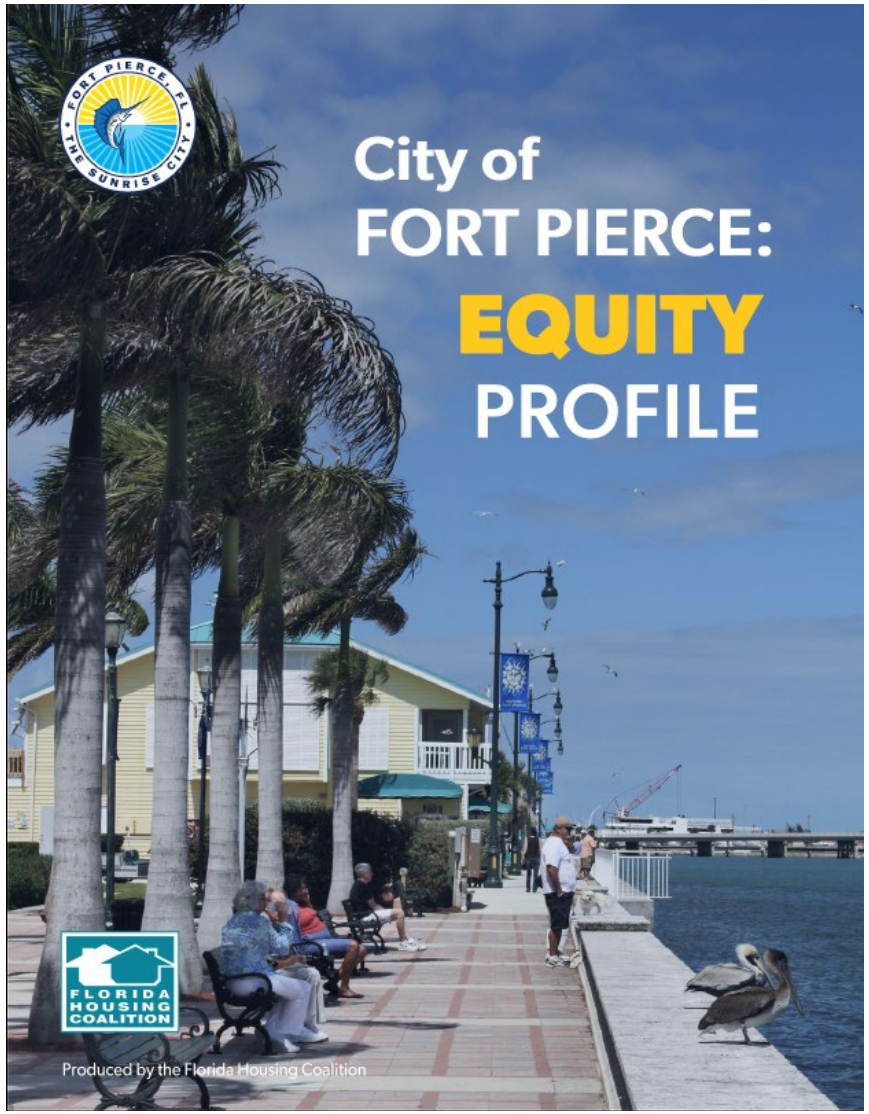
# About the Closing the Gap Program

- Objective: Closing the racial disparity gap in homeownership
- Training and Technical Assistance grant
- Program Components
  - Community Engagement
  - Policy and Program Alignment
  - Capacity Building
  - Private Sector Engagement

FLORIDA HOUSING COALITION

# Key Findings

- Lingering segregation, economic isolation and challenges to upward mobility
- Low-incomes and corresponding housing cost burden
- Empty lots and title issues
- Lack of access to homebuyer education and counseling
- Rising costs increasing the affordability gap
- Limited resources and need for better coordination



# Preliminary Recommendations/Goals

- Empower first-time homebuyers with the knowledge and resources they need to succeed
- Build capacity within the Lincoln Park community
  - Focus on creating opportunities for existing residents to become homeowners
  - Unlock the development potential in Lincoln Park
- Facilitate affordable homeownership opportunities city-wide

FLORIDA HOUSING COALITION

# American Rescue Plan State & Local Fiscal Recovery Funds (SLFRF)

How to use these funds for affordable housing

FLORIDA HOUSING COALITION

# American Rescue Plan – Coronavirus State & Local Fiscal Recovery Fund (SLFRF)

- All counties and 77 cities in Florida received SLFRF dollars through the American Rescue Plan; can be spent on a variety of activities to address the public health & economic effects of COVID-19
- If your community refers to the "ARPA dollars" or "American Rescue Plan funds," this is probably the program being referred to
- Advocacy challenge – affordable housing is just one of many uses for these funds
- Treasury issued its Final Rule on 1/6/22 providing more clarity on how to use these funds for affordable housing
- Funds must be obligated by 12/31/24 & expended by 12/31/26

FLORIDA HOUSING COALITION

# Eligible affordable housing uses include:

| | | | | |
|---|---|---|---|---|
| Construction costs (new construction, rehab, renovation) | Land acquisition | Down payment assistance | Environmental remediation | Rent and mortgage assistance |
| Housing vouchers and relocation assistance | Supportive housing services to improve access to housing for individuals who are homeless | Housing counseling and legal aid | Demolition or deconstruction of vacant or abandoned buildings | Conversion of vacant or abandoned properties into affordable housing |
| Inspection fees | Title clearing | Preservation | Gap financing | Operating support to a nonprofit or other impacted business |

FLORIDA HOUSING COALITION

# Presumed eligibility for SLFRF-funded affordable housing programs

- Low-income (<185% of federal poverty guidelines or 40% AMI) to moderate-income (<300% of federal poverty guidelines or 65% AMI) households
- Households, adjusted for household size, that make an annual income below these amounts are eligible for SLFRF assistance:

| 300% of Federal Poverty Guidelines | |
|---|---|
| Household Size | Annual Income Limit |
| 1 | $40,770 |
| 2 | $54,930 |
| 3 | $69,090 |
| 4 | $83,250 |
| 5 | $97,410 |
| 6 | $111,570 |

FLORIDA HOUSING COALITION

# Presumed eligibility for SLFRF-funded affordable housing programs (continued)

- Households or projects that qualify for the HOME Investment Partnerships Program (HOME)
- Households that qualify for Section 8 Vouchers
- Households that qualify for National Housing Trust Fund (HTF) programs or the Low-Income Home Energy Assistance Program (LIHEAP)
- Developments in a Qualified Census Tract (QCT)

FLORIDA HOUSING COALITION

# More presumed eligibility! Households are categorically eligible for SLFRF assistance if they qualify for:

- Medicaid
- Children's Health Insurance Program (CHIP)
- Temporary Assistance for Needy Families (TANF)
- Supplemental Nutrition Assistance Program (SNAP
- Supplemental Security Income (SSI)
- Pell Grants, and other listed programs

FLORIDA HOUSING COALITION

# If not presumed eligible . . .

- Grantee must justify that a household or population served was impacted or disproportionately impacted by the pandemic
- Treasury has released guidance titled "Framework for Eligible Uses Beyond those Enumerated" to help identify eligible households
- Guidance can be found at the link below and Treasury's website for the Coronavirus State and Local Fiscal Recovery Fund

https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf

# Terms of assistance

- SLFRF can be used as a grant, loan, or for in-kind assistance
- Structuring assistance as a grant is easier than a loan based on several factors, including expenditure deadlines
- Treasury has released in-depth guidance for how to treat loans
- No required affordability period under federal rule; **best practice –** devote these funds for permanent or long-term affordable housing
- No required set-asides due to presumed eligibility requirements or justification that development, as a whole, serves impacted populations
- A Land Use Restriction Agreement (LURA) is not explicitly required by rule, but local governments should strive for one to ensure long-term affordability

# Once-in-a-generation opportunity

- These ARPA dollars are a once-in-a-generation opportunity to fund affordable housing initiatives
- Local governments are planning **now** for these funds
- Sample SLFRF allocations:

| | | | | |
|---|---|---|---|---|
| Broward County $379.3 million | Collier County $74.7 million | Duval County $186 million | Hialeah $66.8 million | Leon County $57.0 million |
| Ocala $12.2 million | Kissimmee $18.0 million | Flagler County $22.4 million | Miami-Dade County $527.7 million | Sarasota County $84.2 million |

FLORIDA HOUSING COALITION

# Why using ARPA on affordable housing is so important

- For some communities, these ARPA dollars provide 10-100 times more than what they would receive annually through SHIP.
- Fort Pierce's ARPA allocation is 29x the annual SHIP distribution

| Local Government | SHIP Estimate 22/23 | ARPA SLFRF Allocation | Difference |
|---|---|---|---|
| Broward County | $3.3 million | $379.3 million | 114x |
| Miami-Dade County | $10.9 million | $527.7 million | 48x |
| Panama City | $332,788 | $10.0 million | 30x |
| **Fort Pierce** | **$460,195** | **$13.5 million** | **29x** |
| Gainesville | $1.3 million | $32.4 million | 25x |
| Orlando | $3.0 million | $58.0 million | 19x |
| Fort Myers | $877,481 | $15.7 million | 18x |

FLORIDA HOUSING COALITION

# Bipartisan Infrastructure Framework - $$$ available for infrastructure

- We are seeing local governments use this money for wastewater infrastructure projects instead of housing – education on other funding sources that are available for infrastructure is key.
- Last Nov., Congress passed the Infrastructure Investment and Jobs Act – a $1.2 billion piece of legislation
- Water & wastewater infrastructure programs in the IIJA include:
  - Sec. 50202 - Wastewater Efficiency Grant Pilot Program ($20 million annually for 5 years)
  - Sec. 50208 - Grants for Construction and Refurbishing of Individual Household Decentralized Wastewater Systems for Individuals with Low or Moderate Income ($50 million annually for 5 years)
  - Sec. 50205 Clean Water Infrastructure Resiliency and Sustainability Program ($25 million annually for 5 years)
  - Sec. 50109 Rural and Low-Income Water Assistance Pilot Program ($638 million)

# Affordable Housing Highlights - SLFRF Proposals

- St. Petersburg - $34 million (**76%**) for "housing affordability/support"
- Sarasota County– $25 million (30%) for "affordable housing projects"
- Tampa- $16 million (20%) for owner-occupied rehabilitation, homeless outreach, first time home buyers, and project-based assistance
- Manatee County - $15 million (19%) for transitional housing & service center for homeless veterans
- Collier County - $7.5 million (10%) for rent and mortgage assistance
- Broward County – Up to $26.23 million (6.8%) for affordable housing development

FLORIDA HOUSING COALITION

# Affordable Housing Highlights - SLFRF Proposals

- Hillsborough County - $25-92 million (**76%**) for affordable housing
- Jacksonville - $4 million (2.5%) in operating support for two local affordable housing organizations
- Miami-Dade County - $15 million (2.8%) to increase supply of affordable housing in Qualified Census Tracts
- Orange County - $2 million (.7%) total for homeless prevention
- Alachua County - $6 million (11%) for affordable housing development & energy efficient upgrades
- Leon County - $3.4 million (6%) to enhance homelessness support infrastructure

FLORIDA HOUSING COALITION

# Idea for Funding: Jumpstart Workforce Housing Program and Community Land Trust

- Workforce Housing Program in City's Land Development Regulations – great framework with no funding mechanism
- Calls for partnering with a Community Land Trust
- Recommendation: Utilize funds for land acquisition, title clearing, land preparation, and/or development/purchase assistance for development with a Community Land Trust
- Example: Port St. Lucie

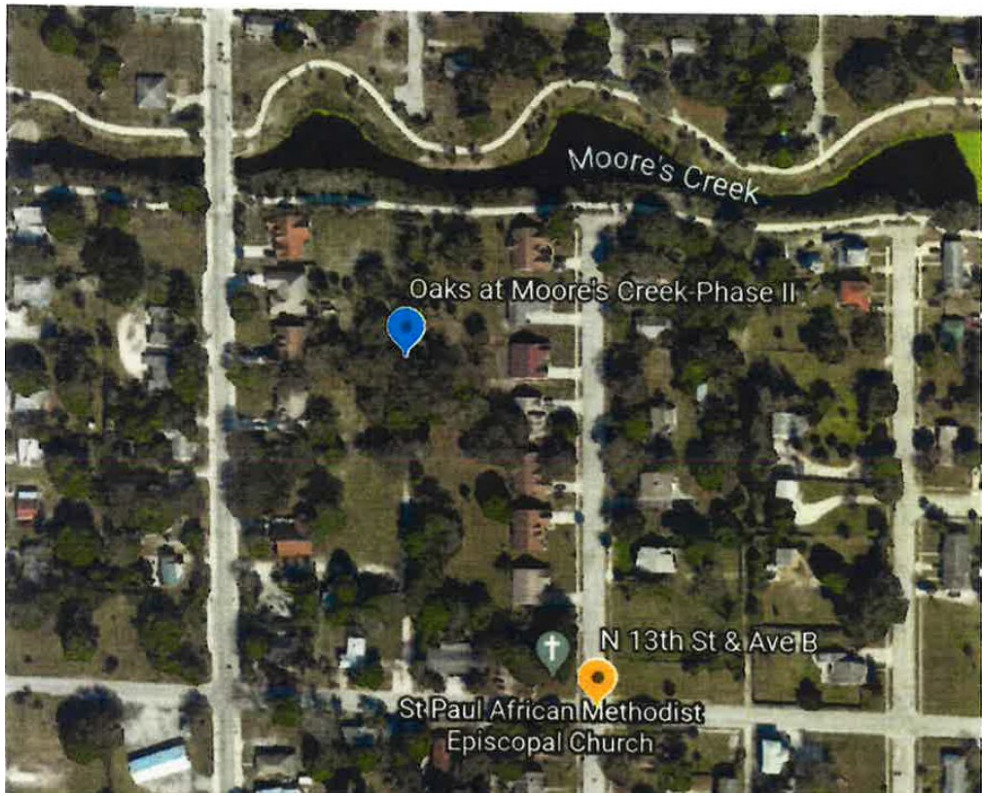



Source: CLT of Palm Beach County at https://cltofpbc.org/wp-content/uploads/2021/12/cltpbc-Open-House-flyer.pdf

FLORIDA HOUSING COALITION

# Idea for Funding: Provide additional subsidy for Oaks at Moore Creek II

- 15 homes for development on City land
- Could help ensure success of project already in motion
- Recommendation: utilize for additional developer subsidy or make available for purchase assistance

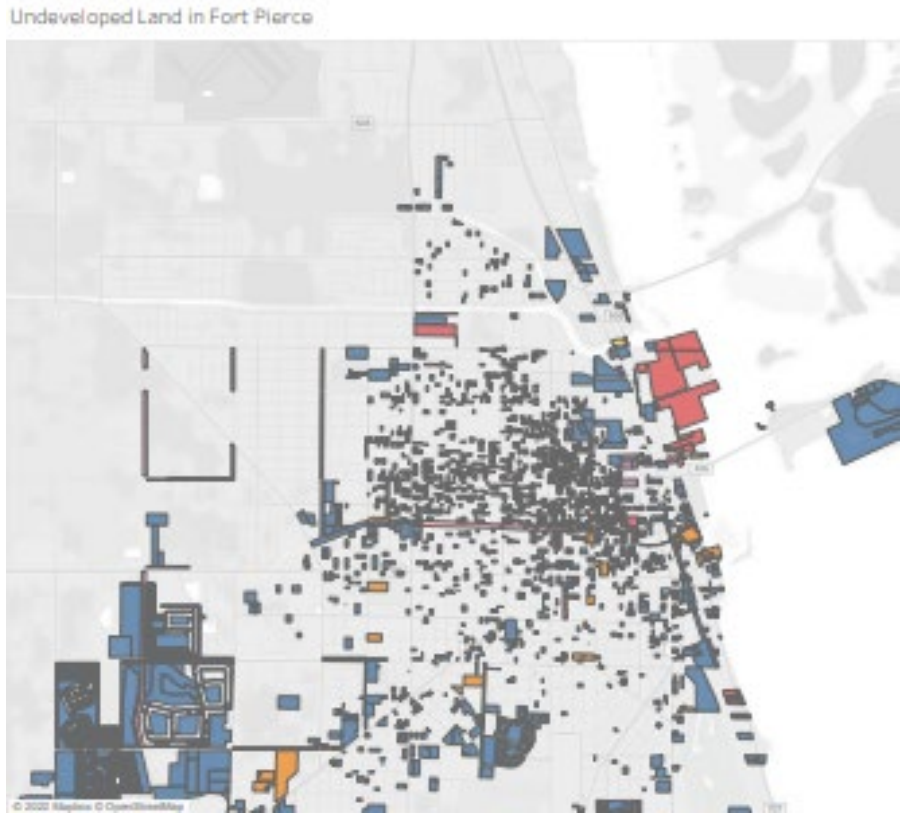


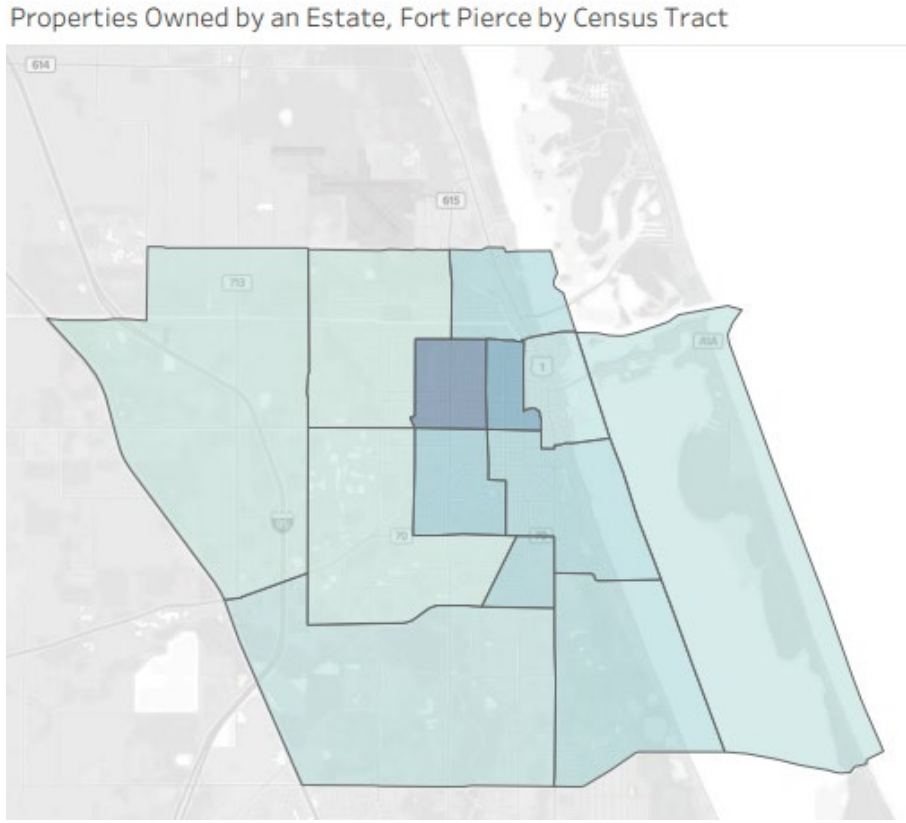

Source: Map provided by East to West Development Corporation

FLORIDA HOUSING COALITION

# Idea for Funding: Support the Development of Vacant Parcels in Lincoln Park

- Title clearing
- Construction/ rehabilitation assistance
- Capacity-building for nonprofits




Source: Florida Housing Coalition accessing St. Lucie County Property Appraiser records

FLORIDA HOUSING COALITION

# Contact Info



**Kody Glazer,**
Legal Director
Glazer@flhousing.org



**Ashon Nesbitt,**
Chief Programs Officer
Nesbitt@flhousing.org

FLORIDA HOUSING COALITION

**City Commission Conference Agenda - 9:00 AM** **4. c.**

**Meeting Date:** 04/11/2022

**Re:** Proposed Paid Parking Program Discussion

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

**SUBJECT:**

Follow-up discussion to the Proposed Parking Ordinance Workshop.

## Attachments

Parking Presentation
Enforcement Presentation
Ordinance Presentation
Proposed Ordinance
Tram Presentation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Audria Moore-Wells | 04/04/2022 10:07 AM |
| City Manager | Nick Mimms | 04/06/2022 07:51 AM |
| City Manager | Nick Mimms | 04/06/2022 07:51 AM |

Form Started By: Audria Moore-Wells Started On: 03/24/2022 12:54 PM

Final Approval Date: 04/06/2022


The City of
Sarasota



# Timeline

**January – March 1942**: installed/removed 160 meters

**December 1946 – 1967**: installed 250 meters, increased to 600/program cancelled

**2006**: Launched parking study as part of the City's Master Plan.

**2008**: Parking Master Plan developed; Parking Division created.

**2011**: Parking Manager hired, implemented paid parking by installing pay by space and single space meters in the "prime" parking areas of town. Operated for 45 days.

- **October: program modified and reactivated**

**March 2012**: Paid Parking Program repealed.

**May 2012**: Parking Advisory Committee created to develop Citywide Parking Strategic plan

**February 2014**: Committee approves final draft

**2016:** Citywide Strategy of Parking Management presented to the City for approval.

**February 2019:** Unveiled 4th garage and initiated paid parking in surrounding area

**July 2019**: City launched metered parking in downtown on congested streets.

# Parking in Sarasota, today

- Dedicated Parking Division led by a Parking Manager
- Parking options: garages (3 in downtown, 1 near the beach), on-street, surface lots
- Enforcement: paid, time limitation, free




**2nd Street Parking Garage at Whole Foods**
**2005**




**Palm Avenue Parking Garage w/retail shops**
**2010**



**State Street Parking Garage w/retail shops**
**2015**



**St. Armands Parking Garage**
**2018**

**Note: State Street Parking Garage. It took the City Commission 20 years and five attempts to develop the land. The City Commission ultimately rejected four other proposals, some of which included parking garages, hotels, condos, and retail.**

# Takeaways from Conversation with Mark Lyons, Parking Manger, City of Sarasota

- Develop Parking Master Plan
  - **Consider installing sensors in identified parking spaces throughout City to gather real data**
  - **Develop a plan to construct a parking garage**
    - Include costs to manage and operate
    - How will it be funded?
    - How will revenues be utilized?
- Determine the “Why” for paid parking
  - **Communicate the “Why” at every opportunity**
  - **The formula for the City will be different from any other municipality**
    - Start up costs depends on the system, manufacturer, features, number of meters/pay stations, lease/purchase option, turnover, and proposed rate.
    - Cost of meters estimated between $7,000 and $10,000


Discussion

# Parking Enforcement Update



# Enforcement Activity

- FY 2021
  - 984 tickets issued
  - Average 82 tickets per month
- FY 2022 (YTD)
  - 1173 tickets issued
  - Average 196 month

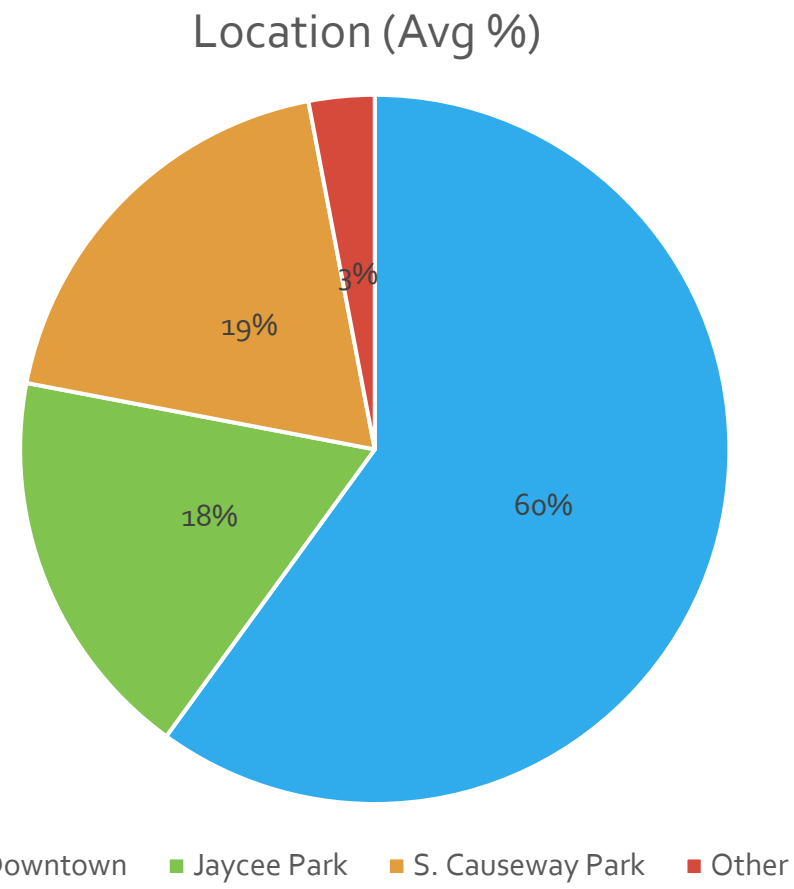


# Revenue Collected

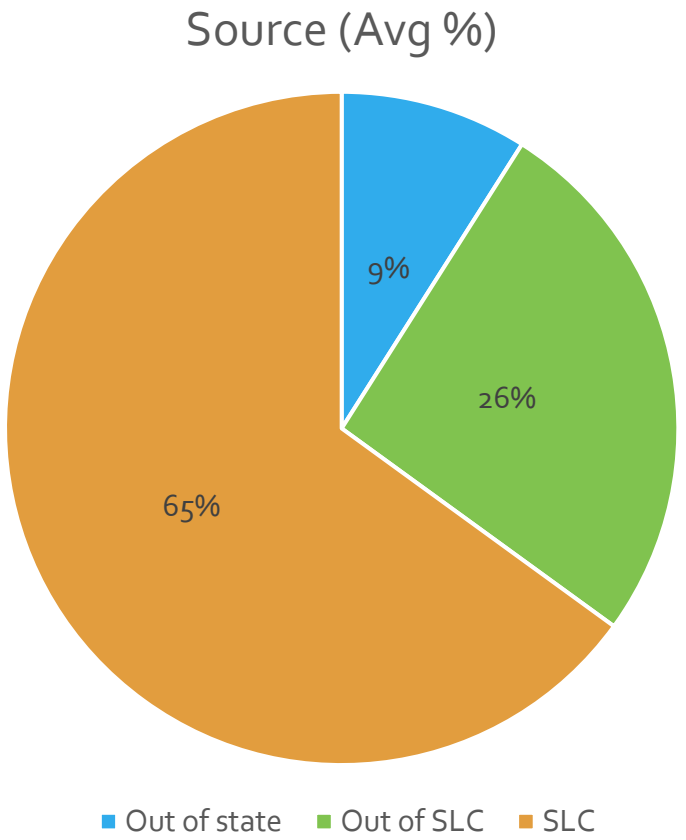


- FY 2021
  - Collected $38,534
  - Average $3,211 per month
- FY 2022 (YTD)
  - Collected $53,357
  - Average $8,893 per month

| July 2021 | October 2021 | March 1 – 14, 2022 |
|---|---|---|
| 1 PT Parking Enf. Officer | 2 PT Parking Enf. Officers | 2 PT Parking Enf. Officer |
| 97 citations issued | 309 citations issued | 90 citations issued |
| Downtown – 52 | Downtown - 233 | Downtown - 46 |
| Jaycee Park – 23 | Jaycee Park - 30 | Jaycee Park - 17 |
| S. Causeway Park – 21 | S. Causeway Park - 16 | S. Causeway Park - 27 |



| July 2021 | October 2021 | March 1 – 14, 2022 |
|---|---|---|
| 1 - PT Parking Enf. Officer | 2 - PT Parking Enf. Officers | 2 - PT Parking Enf. Officer |
| 97 citations issued | 309 citations issued | 90 citations issued |
| Out of state – 4 | Out of state - 19 | Out of state – 14 |
| Out of SLC - 21 | Out of SLC - 86 | Out of SLC - 25 |



| Out of State | Out of Area | | |
|---|---|---|---|
| California | FORT WHITE | MELBOURNE BEACH | ROCKLEDGE |
| Georgia | FT LAUDERDALE | MIAMI | ROYAL PALM BEACH |
| Illinois | FT MYERS | MIAMI BEACH | SEBASTIAN |
| Iowa | HOLLYWOOD | MIAMI GARDENS | SEBRING |
| Maryland | JACKSONVILLE | MICCO | SPRING HILL |
| Massachusetts | JENSEN BEACH | OKEECHOBEE | ST. AUGUSTINE |
| Michigan | JUPITER | ORLANDO | ST JOHNS |
| North Carolina | KEY LARGO | PALM BAY | ST. PETERSBURG |
| New Hampshire | LAKELAND | PALM CITY | STUART |
| New York | LAKE WORTH | PEMBROKE PINES | TALLAHASSEE |
| Ohio | LEESBURG | PINELLAS | TRENTON |
| Ontario | LOXAHATCHEE | POMPANO BEACH | WINTER HAVEN |
| Pennsylvania | MELBOURNE | RIVERVIEW | WEST PALM BEACH |
| Tennessee | FORT PIERCE IS A DESTINATION! (All year long!) | | |
| Texas | | | |
| Vermont | | | |
| Virginia | | | |

# Discussion





WALKER CONSULTANTS

# Proposed Parking Ordinance Workshop

February 28, 2022
9:00 a.m.
City of Fort Pierce, FL

# OUR TEAM

WALKER
CONSULTANTS

PLAN. DESIGN. RENEW.



**Jim Corbett, CAPP**

Director of Planning



**Tom Szubka, CAPP, CPP**

Senior Consultant

WALKER
CONSULTANTS

Building Envelope

Forensics & Restoration

**Operations & Technology**

Parking Design

**Planning & Mobility**

# LEVEL OF SERVICE

## Downtown Level of Service (LOS)

### LEGEND

Off-Street Public Parking Facilities within LOS Area

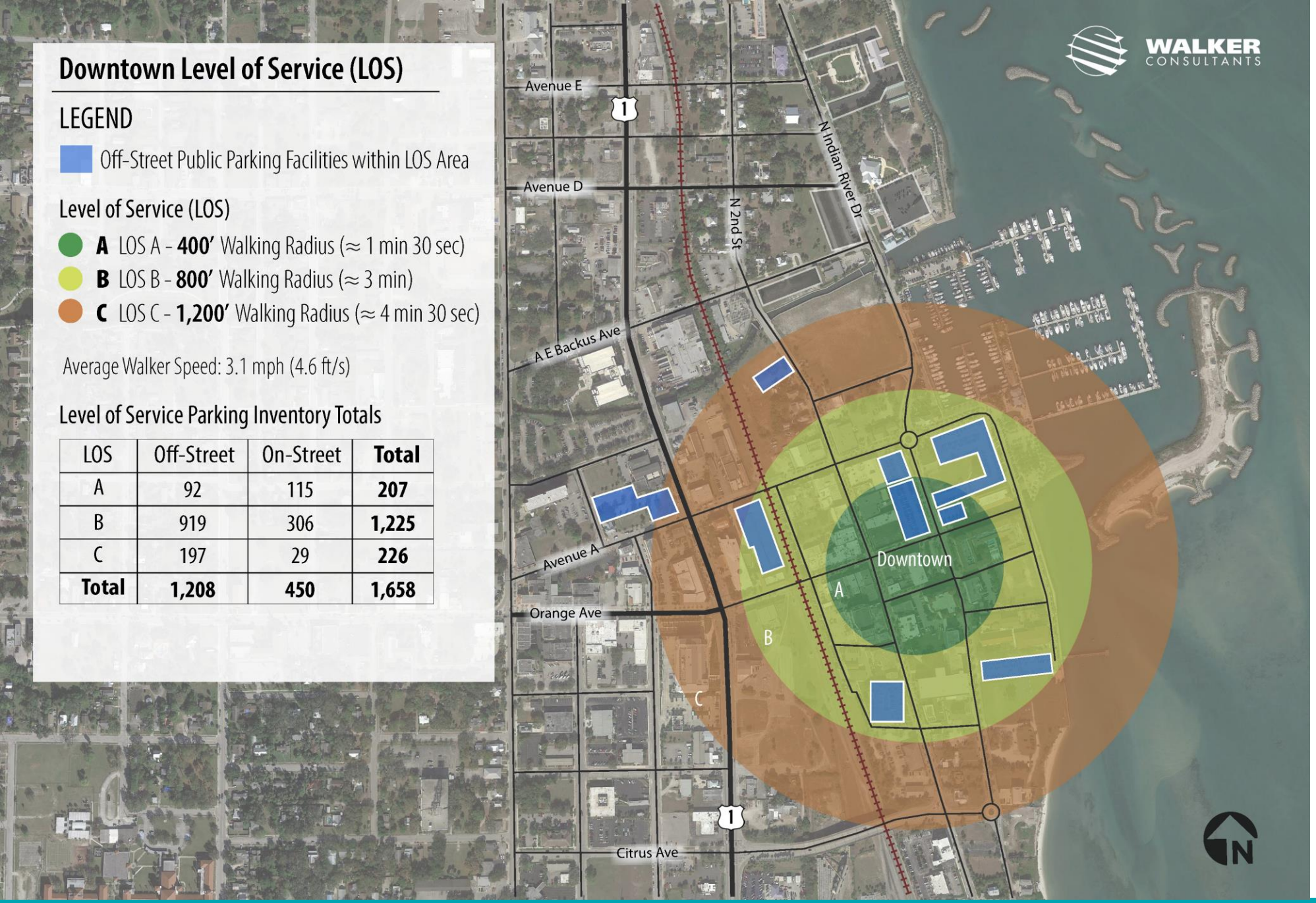
### Level of Service (LOS)

- **A** LOS A - **400'** Walking Radius (≈ 1 min 30 sec)
- **B** LOS B - **800'** Walking Radius (≈ 3 min)
- **C** LOS C - **1,200'** Walking Radius (≈ 4 min 30 sec)

Average Walker Speed: 3.1 mph (4.6 ft/s)

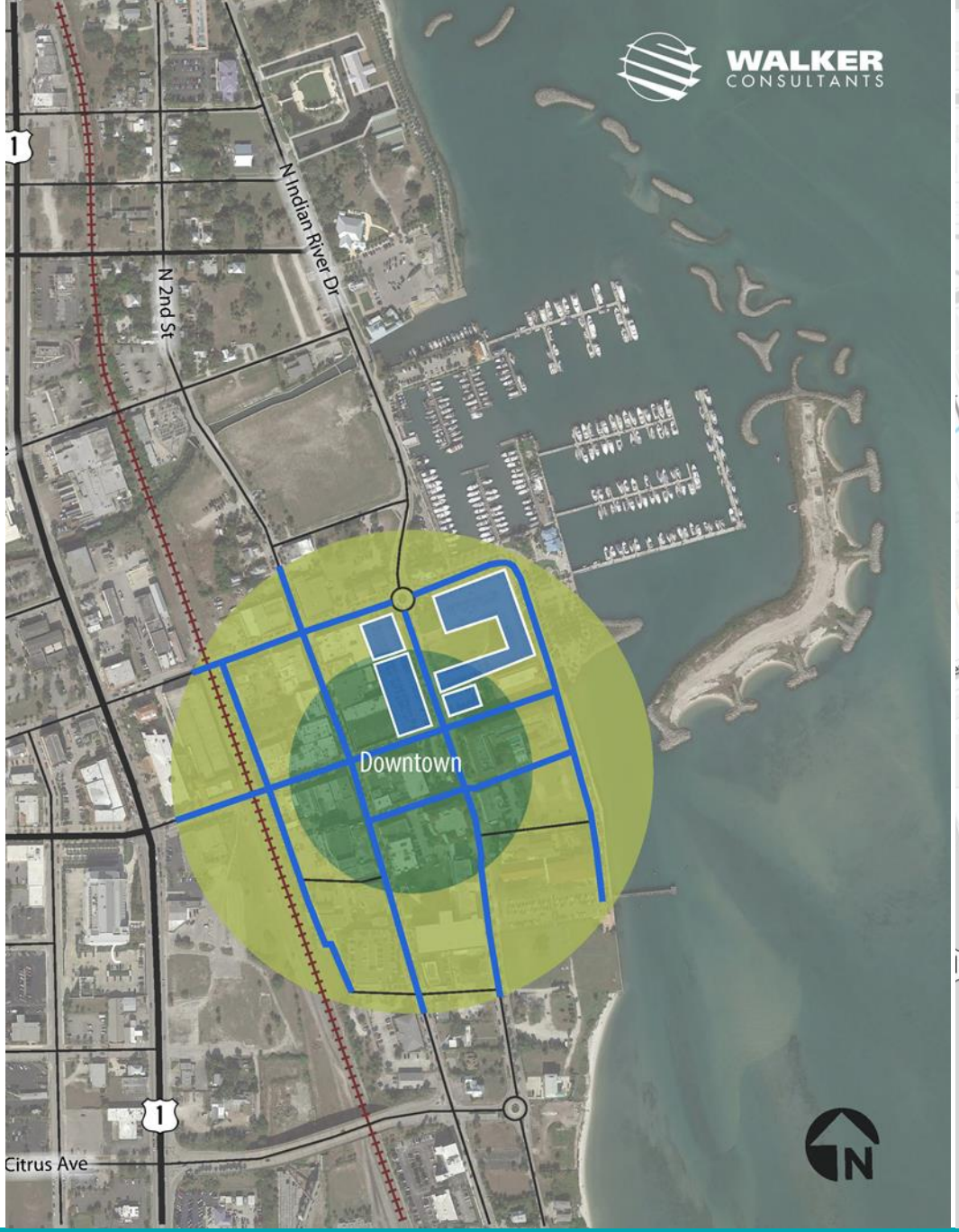
### Level of Service Parking Inventory Totals

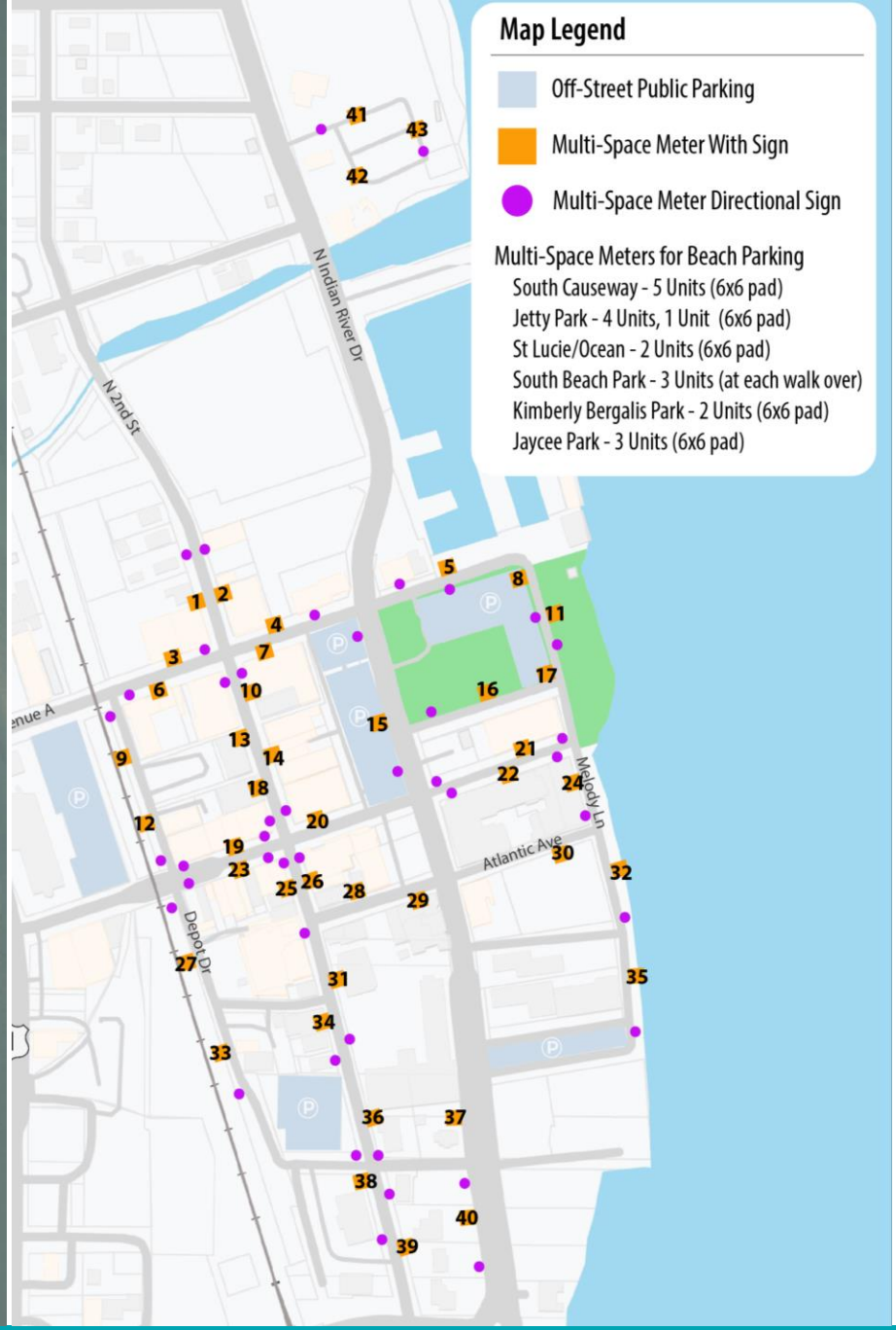
| LOS | Off-Street | On-Street | **Total** |
|---|---|---|---|
| A | 92 | 115 | **207** |
| B | 919 | 306 | **1,225** |
| C | 197 | 29 | **226** |
| **Total** | **1,208** | **450** | **1,658** |



# PAID PARKING






# PAID PARKING

# King's Landing Level of Service (LOS)

## LEGEND

Off-Street Public Parking Facilities within LOS Area

Level of Service (LOS)

- **A** LOS A - **400'** Walking Radius (≈ 1 min 30 sec)
- **B** LOS B - **800'** Walking Radius (≈ 3 min)
- **C** LOS C - **1,200'** Walking Radius (≈ 4 min 30 sec)

Average Walker Speed: 3.1 mph (4.6 ft/s)




## King's Landing

Level of Service Parking Inventory Totals

| LOS | Off-Street | On-Street | **Total** |
|---|---|---|---|
| A | 203 | 0 | **89** |
| B | 233 | 25 | **258** |
| C | 828 | 15 | **843** |
| **Total** | **1,264** | **40** | **1,190** |

## Downtown

Level of Service Parking Inventory Totals

| LOS | Off-Street | On-Street | **Total** |
|---|---|---|---|
| A | 92 | 115 | **207** |
| B | 919 | 306 | **1,225** |
| C | 197 | 29 | **226** |
| **Total** | **1,208** | **450** | **1,658** |

# KINGS LANDING EFFECT

# COMPONENTS OF PARKING ORDINANCE STRUCTURE




| 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|
| ADMINISTRATIVE AUTHORITY | FEE AUTHORITY AND TYPES | PAID PARKING REGULATION | PARKING PERMITS | PENALTIES AND ENFORCEMENT |

# COMPONENTS OF PARKING ORDINANCE STRUCTURE

1

**ADMINISTRATIVE AUTHORITY**

Title

Applicability

Definitions

Authority to Issue Parking Citations

Paid Parking Zones

# COMPONENTS OF PARKING ORDINANCE STRUCTURE

2

**FEE AUTHORITY AND TYPES**

Fee Resolution

Permits

Late Penalties

Immobilization



# COMPONENTS OF PARKING ORDINANCE STRUCTURE

3

**PAID PARKING REGULATION**

Improper Parking

Hours of Operation

Loading and Unloading

Electric Vehicle Charging

Special Events



# COMPONENTS OF PARKING ORDINANCE STRUCTURE

4

**PARKING PERMITS**

Business

Contractor

Marina

Resident



# COMPONENTS OF PARKING ORDINANCE STRUCTURE

5

**PENALTIES AND ENFORCEMENT**

Citation Issuance

Penalties

Contesting a Citation

Payment

Adjudication









# PAID PARKING
## (BEACH)



# Comment

# Chapter XX PARKING

## ARTICLE I. ADMINISTRATIVE PROVISIONS

## DIVISION 1. GENERAL PROVISIONS; ADMINISTRATIVE AUTHORITY; DEFINITIONS

### Sec. XX-1. Title.

This chapter shall be known and may be cited as the "City of Fort Pierce Parking Ordinance."

### Sec. XX-2. Applicability.

The provisions of this chapter shall apply throughout the corporate limits of the City and to the use of parking-related property owned or operated by the City.

### Sec. XX-3. Definitions.

For the purpose of this chapter, certain abbreviations, terms, phrases, words, and their derivatives shall have the following meanings:

*Calendar days* mean and include Saturdays, Sundays, and legal holidays. Thus, in computing any period of time prescribed or allowed by this chapter, the day of the act, event, or default from which the designated period of time begins to run shall not be included; however, the last day of the period so computed shall be included, even if it is a Saturday, Sunday or legal holiday, any provision of this Code to the contrary notwithstanding.

*Citation* means a parking ticket issued for a violation of the Code as described in this chapter.

*Coin* means any coin, authorized for currency by the United States Government.

*Commercial parking permit* shall mean an identification credential affixed to a vehicle issued to a business by the City in accordance with the provisions of this section.

*Commercial vehicles* shall mean any vehicle that is identified by permanent or removable markings on both sides of the exterior of the vehicle, in letters not less than three (3) inches high, of the name of the company operating such vehicle.

*Contractor parking permit* shall mean an identification credential affixed to a vehicle issued to a contractor on a temporary basis by the City in accordance with the provisions of this section.

*Delinquent status* means a citation where payment is past due and includes citations that have not been paid, or for which a request for a parking violation hearing has not been made. A citation which has been found to be in violation after a hearing shall be in delinquent status if not paid within the time period set. A violation set for a parking violation hearing which results in default shall immediately be in delinquent status. A citation will remain in delinquent status until paid in full, unless dismissed or found not to be a violation.

*Hearing officer* means the code enforcement special magistrate assigned to hear parking violation hearings and challenges to parking citation violations and immobilization of vehicles in accordance with the provisions of this chapter.

*Non-motorized vehicle* means any vehicle which does not have an attached source of mechanical energy such as an engine in order to make it move, but has to be attached, drawn, pushed, or pulled in

order for it to be moved. Non-motorized vehicles include, but are not limited to, utility trailers, travel trailers, watercraft, boats, and watercraft or boat trailers.

*Owner* means any person, firm, corporation, or association controlling any motor vehicle or mobile home by right of purchase, gift, lease, or otherwise as defined under F.S. § 320.01, as of the date of the violation. The owner of a vehicle bearing a license plate that has been issued a citation shall be liable for payment of all penalties and costs.

*Paid parking space* means a designated parking space where parking is permitted upon the payment of a fee. For the purposed of this chapter, the term regulated space shall include paid parking spaces.

*Park* or *parking* means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of, and while actually engaged in loading or unloading merchandise or passengers.

*Parking enforcement officer* means a designated person who has successfully completed a parking enforcement officer training program established and approved by the Florida Criminal Justice Standards and Training Commission.

*Parking violation hearing* means a hearing by a hearing officer in which a driver or owner of a vehicle bearing a license plate that has been issued a citation, may contest the issuance of the citation. Parking violation hearings shall provide the opportunity for testimony and evidence to be presented and the rules of evidence shall be liberally construed to allow for the presentation of testimony and evidence. Parking violation hearings shall also be used by a person with standing to challenge the immobilization of a vehicle in a post-immobilization hearing.

*Pay station* means a mechanical or electronic timing device authorized by ordinance of this municipality to be used for the purpose of regulating or controlling parking and which is actuated by the payment of authorized legal tender by manual or electronic means.

*Residential parking permit* shall mean an identification credential affixed to a vehicle issued to a resident by the City in accordance with the provisions of this section.

*Resident vehicle* shall mean a motor vehicle owned or leased by a person residing in the corporate limits of the City.

*Stand* or *standing* means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of, and while actually engaged in receiving or discharging passengers.

*Stop or stopping, when prohibited,* means any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or to comply with the direction of a law enforcement officer or traffic-control sign or signal.

*Vehicle* means every device in, upon or by which any person or property is or may be transported or drawn upon any public street within the City, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

Sec. XX-4 Administrative authority.

The provisions of this chapter shall be enforced by the City Manager or his or her designee.

Sec. XX-5. Authority to issue citations for parking tickets.

Parking enforcement officers, police officers and community service officers are authorized to issue parking tickets for violations of this chapter.

Sec. XX-6. Paid parking zones.

Certain described parts of streets, City-owned and/or operated off-street lots, parking structures, or property and parks, beach and recreation areas, or other property within the City limits may be designated by the City Commission as paid parking zones. In such zones, the City Manager or his/her designee shall cause pay stations or similar equipment to be installed in accordance with the provisions of this chapter.

Sec. XX-7 – XX-25. – Reserved

## DIVISION 2. FEE AUTHORITY AND TYPES

Sec. XX-26. Fees—City Commission to establish.

The City Commission shall have the authority to set fees by resolution.

Sec. XX-27. Same—Types enumerated.

Fees may be charged for the following:

(1) Use of a City-owned or operated paid parking zone or space or other parking facility or property.

(2) Resident Parking permits.

(3) Temporary Contractor Parking permits.

(4) Business Parking permits (for use in loading zones only).

(5) Marina Parking permits.

(6) Late payments.

(7) Immobilization and impoundment of vehicles as provided for in this chapter.

Sec. XX-28 – XX-40. - Reserved

# ARTICLE II. REGULATIONS; PERMITS; PENALTIES

## DIVISION 1. GENERAL PARKING REGULATIONS

### Sec. XX-41. Parking in City lots, garages, public streets, and other property.

(a) *Improper Parking.* Any vehicle stopped, standing, or parked in a single parking space on any City owned or operated parking lot, garage, public street, or other property shall be parked within the lines marked for such single parking space. It is unlawful to stop, stand or park any vehicle across any such line or mark or to park such vehicle in any such way that the same shall not be within the area so designated by such lines or markings for that single parking space.

(b) *Height Restrictions.* No vehicle shall enter into a parking garage which exceeds the height restriction posted on the clearance bar at the entrance of each garage.

(c) *Restricted Parking.* It is unlawful for an operator of a vehicle to stop, stand or park such vehicle in a space not designated or designed for its size.

(d) *Parking Time Limited.* When signs are erected giving notice of time limits, no person shall park a vehicle in any parking space and/or zone for a continuous period of time longer than that period of time designated by such signs. In order to enforce this provision no person shall roll the tires of a vehicle in an attempt to circumvent time restrictions enforcement prior to removing the vehicle from the parking space.

(e) *Parking prohibited at all times*. When signs are erected or pavement markings are installed giving notice thereof, no person shall park a vehicle at any time upon any of the streets, sidewalks, sidewalk areas or other places so designated.

(f) *Required distance from driveways.* It is unlawful for any person to stop, stand or park a vehicle, whether occupied or not, within ten (10) feet from the edge of a public or private driveway. It is unlawful for any person to stop, stand or park a vehicle across the street from a driveway if the street width is twenty-five (25) feet or less.

(g) *Minimum street clearance.* It is unlawful for any operator to stop, stand or park any vehicle upon a street, in a traffic lane, any alley or other city owned or operated property in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the traffic lane or roadway for free movement of vehicular traffic, except that an operator may stop only during the actual loading or unloading of passengers or when necessary in obedience to traffic regulations or traffic signs or signals or directions from a police officer or community service officer. Where streets are not completely paved or curbs provided, the parking of a car shall not usurp more than 12 inches of the paved portion of the street.

(h) *Alleys*. No person shall stop, stand, or park a vehicle within an alley in a business district, except for the expeditious loading or unloading of materials, and in no event for a period of more than 20 minutes. No person shall stop, stand, or park a vehicle within an alley in such position as to block the driveway or entrance to any abutting property.

(i) *Oversized vehicle restrictions.* No motor vehicle, as defined by Florida Statues as may be amended, of eighty-six (86) inches or more in overall width (not including mirrors) shall be parked on any street, alley, or city owned or operated property, other than for loading and unloading, if parked adjacent to property designated by Chapter 125 of this Code as a residential district.

a. A written warning will be provided prior to the issuance of a citation. After twelve (12) hours, if the motor vehicle is parked in any prohibited location, a citation may be issued.

b. Failure to move the motor vehicle in violation from streets, alleys, or City owned or operated property within two (2) hours after the issuance of a citation shall subject the motor vehicle to immobilization and/or impoundment as provided under this chapter.

c. If it is determined that continued parking of the oversized motor vehicle creates an unsafe condition or is hazardous to the safety of the community, the Police Department may have the vehicle towed in accordance with Sec. XX-127 of this chapter.

(j) *Parking for certain purposes.* It is unlawful for any person to park any vehicle upon any City owned or operated lot, garage or other property or street for the primary purpose of:

a. Displaying such vehicle for sale.

b. Washing, greasing, or repairing such vehicle, except repairs necessitated by an emergency.

c. Displaying advertising in accordance with Section 117-5 – Prohibited signs or sign characteristics.

d. Selling food or merchandise from such vehicle except in a duly established special event, or when so authorized or licensed under the ordinances of the City in accordance with Section 22-461(b)(3).

(k) *Parking on Right of Way.* It is unlawful to park in or on the City or State right-of-way except in designated parking spaces or parking lanes. For the purposes of this section, the term "right-of-way" shall have the definition provided in chapter 125.

(l) *Parking to block stop signs.* No person shall stop, stand, or park a vehicle, with the exception to momentarily allow a person to enter or exit the vehicle, within fifteen (15) feet of a stop sign / stop bar.

(m) *Parking in opposing traffic lane.* No person shall stop, stand, or park a vehicle by means of crossing on-coming traffic and park so as to face opposing traffic flow. When parking in an angle parking space, the vehicle must be parked with the flow of traffic. Backing into an angle parking space is prohibited.

(n) *Parking in fire lanes*. No person shall stop, stand, or park a vehicle, with the exception of allowing a disabled person to enter or exit the vehicle, in a fire lane located on any property within the city.

(o) *Parking in spaces for persons with disabilities*. No person shall stop, stand, or park a vehicle within, or to obstruct, any space designated and marked as a disabled person parking space unless the vehicle displays a disabled parking permit or a license plate and the vehicle is transporting the person to whom the displayed permit is issued. Violation of this subsection is a Level III violation.

(p) *Violations of F.S. Ch. 316*. Supplemental to the provisions of this chapter, the City hereby adopts provisions relating to parking, traffic control, enforcement and penalties as outlined in the F.S. Ch. 316.

(q) *Exemptions*. The prohibitions stated in this section shall not apply to City, County, State and/or utility worker vehicles while parked in conjunction with discharging their official duties.

Sec. XX-42. Freight, loading and unloading spaces restricted.

(a) Spaces designated "loading zones" shall be restricted to freight trucks, commercial vehicles as defined in this section and other vehicles properly displaying a business parking permit and while actually engaged in the loading and unloading of materials or in cases of emergency.

(b) No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in any place marked as a loading zone. In no case shall the stop for loading and unloading exceed thirty (30) minutes.

(c) For any continuous parking in the same space, a violation will be deemed to have occurred for each interval of time designated that the vehicle remains in that space.

Sec. XX-43. Continuous parking in non-metered parking spaces.

(a) It is unlawful for any person to permit a vehicle to remain in any parking space for more than twenty-four (24) hours in any non-residential zone, unless displaying a valid permit credential.

(b) It is unlawful for any person to permit a vehicle to remain in any parking space for more than (4) hours after a citation has been issued for violation of subsection (a) of this section.

(c) For any continuous parking in the same parking space, no more than one (1) offense under subsection (a) of this section and one (1) offense under subsection (b) of this section shall be deemed to have occurred on any one (1) date. In the case of any continuous parking in violation of subsection (a) or subsection (b) hereof covering parts of two (2) or more dates, one (1) offense under subsection (b) shall be deemed to have occurred on each of such dates.

Sec. XX-44. Electric vehicle charging station parking.

(a) No person shall park any vehicle in any parking space located in any City-owned or operated parking garage or parking lot which is clearly marked as being reserved for the use of an electric vehicle charging station located within said parking garage or lot, unless such vehicle is actually using the electric vehicle charging station.

(b) It is unlawful for any person to permit a vehicle to remain in a parking space reserved for the charging of electric vehicles for more than four (4) hours.

Sec. XX-45. Special Events.

(a) When roads, City owned or maintained parking lots, parks or other City property are leased to a private party for a special event, consistent with Chapter 28, Article IV – Special Events, it is unlawful for a person to park any vehicle within the designated area without express permission from the event permit holder.

(b) It is unlawful for any person to permit a vehicle to remain in the leased special event area for more than two (2) hours after a citation has been issued for violation of subsection (a) of this section. If a vehicle remains parked after two (2) hours, the Police Department may have the vehicle towed in accordance with Sec. XX-127 of this chapter.

Sec. XX-46 – XX-80. - Reserved

## DIVISION 2. PAID PARKING REGULATIONS

Sec. XX-81. Hours of operation for parking meters; hours of enforcement.

(a) Unless a parking pay station is posted with or displays specific hours of operation and enforcement, the days and hours of parking meter operation and enforcement are

a. Downtown: 9:00 AM – 9:00 PM, Monday through Saturday.

b. Beaches and Parks: 9:00 AM – 9:00 PM, 7 days per week.

(b) It is unlawful to park in a paid parking space without complying with the provisions of this chapter during the hours of operation.

## Sec. XX-82. Duty of operators of vehicles to actuate the pay station; parking beyond time fixed for such vehicle.

(a) When any vehicle shall be parked in any time regulated parking space as designated pursuant to this chapter, where controlled by a paid parking station, the owner or operator of such vehicle shall, upon entering the parking space, immediately initiate payment by manual or electronic means and/or by payment of authorized legal tender. It is unlawful for any person to remove a vehicle from any City-owned or operated parking lot, garage, public street, or other property after the person shall have parked thereon without first making payment of authorized legal tender by manual or electronic means or for any person to make any attempt thereof to defraud the City.

(b) It is unlawful for any person to permit a vehicle to remain or be placed in any parking space when the pay station indicates that parking time limits have expired.

(c) It is unlawful and an offense for any person to deface, injure, tamper with, open, willfully break, destroy, or impair the usefulness of any pay station or equipment installed on any City-owned or operated parking lot, garage, public street or other property or to make any attempt thereof.

(d) It is unlawful for any person to permit a vehicle to remain in any parking space for more than four (4) hours after a citation has been issued for violation of subsections (a) and (b) of this section.

(e) For any continuous parking in the same parking space, no more than one (1) offense under subsections (a) or (b) of this section and one (1) offense under subsection (d) of this section shall be deemed to have occurred on any one (1) date. In the case of any continuous parking in violation of subsections (a) or (b) or subsection (d) hereof covering parts of two (2) or more dates, one (1) offense under subsections (a) or (b) and one (1) offense under subsection (d) shall be deemed to have occurred on each of such dates.

## Sec. XX-83. Taxicabs, vehicles for hire, parking in regulated parking areas.

All taxicabs and motor vehicles for hire are hereby prohibited from parking at any place upon City-owned or operated streets, lots, garages, or other property known as paid parking spaces without proper payment to occupy such space and at any place in those areas in which parking is restricted as to the length of time for such parking.

## Sec. XX-84. Non-motorized vehicle parking prohibited.

Unless otherwise authorized in this Code, it shall be unlawful to park any non-motorized vehicle upon any street, alley, parking lot or City-owned or operated property, for longer than twenty-four (24) consecutive hours. Failure to move the non-motorized vehicle in violation from streets, alleys, parking lot or city owned or operated property within two (2) hours after the issuance of a ticket shall subject the non-motorized vehicle to immobilization and/or impoundment as provided under this chapter.

Sec. XX-85 – XX-100. – Reserved

## DIVISION 3. PERMITS, PERMIT REGULATIONS

### Sec. XX-101. On-Street parking permits.

(a) The City Manager or his or her designee may grant and issue, renew, deny, or revoke on-street parking permits that, when properly displayed, will allow parking in a paid parking space without the requirement to make payment at the pay station or other restricted parking spaces. Fees shall be assessed for an on-street parking permit. Requests for on-street parking permits shall be made in writing to the City.

### Sec. XX-102. Business parking permits.

(a) Businesses may request a business parking permit for use of personal vehicles, used in the course of business, but that do not meet the definition of commercial vehicle, as defined by this chapter, to allow parking within designated loading zones. Fees shall be assessed for a business parking permit. Requests for business parking permits shall be made in writing to the City.

(b) The permits provided for in this section may be used only in loading zones in the downtown area of the City. Parking is restricted to the thirty-minute time limit as permitted by section xx-42 of this code.

(c) The permit is to be renewed annually, at the start of the fiscal year, in conjunction with their business tax receipt.

### Sec. XX-103. Contractor parking permits.

(a) Contractors or business owners may request a temporary contractor parking permit to allow for the use of restricted or paid parking spaces for the following:

(1) A vehicle which is actively used for construction, rehabilitation, or repair of a business, wherein materials and tools must be readily accessible.

(2) Dumpsters that are required for the construction, rehabilitation, or repair of a business.

(b) Specific conditions may be placed upon the permit holder based on time, location, safety concerns or other such conditions as are warranted. Failure to comply with such conditions may result in the permit being revoked.

(c) Requests shall be made to the City Manager or his/her designee and must include the time for which the permit will remain active. In no case will a contractor parking permit be issued for a time frame beyond that for which a building permit has been issued.

(d) Contractor parking permits shall be categorized as either “Limited”, which provides for parking between the hours of 6:00 AM and 6:00 PM and is not space specific or “Unlimited”, which provides for a specific space or spaces to be temporarily assigned to the permit holder.

### Sec. XX-104. Marina parking permits.

(a) Marina tenants may request a marina parking permit for extended parking of personal vehicles. Fees shall be assessed for a marina parking permit. Requests for marina parking permits shall be made in writing to the City Marina. Marina permits are only good for the north marina parking lot and the parking garage.

(b) In addition to the rules provided in this section, all marina parking permit recipients must abide by the Fort Pierce City Marina Parking Rules and Regulations, as amended, which are available in the Marina Office.

(c) Vehicles may not be parked in one location for more than 10 days. Vehicles parked for more than 10 days must be used on the 3rd, 4th and 5th floor of the City Hall Parking Garage

(c) The permit is to be renewed annually in conjunction with their marina lease.

## Sec. XX-105. Juror parking permits.

(a) All jurors are provided a temporary parking permit with their jury summons.

(1) When a juror is parked in a paid or restricted parking space, the permit must be displayed on the dashboard.

(2) The identification code on the permit must be entered, along with the juror's license plate number in the pay station to be properly registered.

(3) Such permits are only valid for a single day.

(b) Once selected to serve on a jury, all jury members shall be provided a juror parking permit for extended parking throughout their time of service.

(1) When a juror is parked in a paid or restricted parking space, the permit must be displayed on the dashboard.

(2) The identification code on the permit must be entered, along with the juror's license plate number in the pay station to be properly registered.

(3) Such permits are only valid for a maximum of seven (7) days. Should a trial extend beyond seven (7) days, a new parking permit must be issued to the juror.

(c) Long term juror parking permits shall be issued by the clerk of court assigned to the trial judge.

## Sec. XX-106. St. Lucie County Sheriff's Department parking permits.

(a) The St. Lucie County Sheriff's Department is authorized to issue parking permits to deputies assigned to the St. Lucie County Court House.

(b) Sheriff's Department parking permits are only valid in marked parking spaces located on the west side of Indian River Drive.

## Sec. XX-107. Resident parking permit - Downtown.

(a) *Application.*

(1) A residential parking permit may be issued to residents of the City of Fort Pierce that reside within 500 feet of a designed paid parking zone for parking in such paid parking areas upon meeting any one of the following requirements:

a. Valid driver's license reflecting resident status.
b. Copy of a signed residential lease for a term of six months or longer.

c. Copy of a current utility bill reflecting resident status.

(2) If a resident provides proof of residency as specified in Section xx-107(a)(1), they may request a maximum of two (2) parking permits.

a. Such permits shall be issued to the residence and are not assigned to a vehicle so as to allow for use by visitors.

b. Such permits shall only be valid when the vehicle is lawfully parked in a designated paid parking space during the designated paid parking hours.

## Sec. XX-108. Resident Beach parking permit area.

(a) *Application.*

(1) A residential beach parking permit shall be issued to a resident of the City of Fort Pierce for parking in City-owned or operated beach parking areas upon meeting any one of the following requirements:

a. Valid driver's license reflecting resident status.
b. Copy of a signed residential lease for a term of six months or longer.
c. Copy of a current utility bill reflecting resident status.

(2) If a resident provides proof of residency within the City of Fort Pierce, then a resident shall be entitled to the following:

a. A maximum of two (2) resident beach parking permits per residence issued at no charge.

(3) A copy of the vehicle's current registration card must be presented prior to the issuance of the permit, providing proof that the vehicle is registered to the resident.

(4) Permits shall be effective for one (1) year from date of issuance and must be renewed annually.

(5) Unless City signs clearly indicate to the contrary, a vehicle that has the permit credential displayed in accordance with the resident beach parking program and is parked in compliance with all other regulations of this code, is permitted to park in a designated beach paid parking area without additional fees or penalties.

(b) *Regulation.*

(1) All residential beach parking permit holders shall comply with all the following requirements:

a. Permit must be current. It is unlawful for the operator of a vehicle to properly display an expired or altered license plate permit credential.

c. License plate permit credential may not be transferred from the resident or vehicle to which it is assigned. Improper use of a resident beach parking permit credential is a violation of this chapter and may result in both a citation as well as revocation of the residential beach parking privileges.

d. Vehicles must be parked in a legal manner and in a designed parking space.

## Sec. XX-106 – XX-120. – Reserved

## DIVISION 4. PENALTIES AND ENFORCEMENT

### Sec. XX-121. Issuance of parking citations; payment or contesting citations; penalties for parking violations; requesting a City review.

(a) A law enforcement officer, community service officer or parking enforcement officer who discovers a vehicle parked in violation of this chapter or other law may issue a parking citation to a vehicle as identified by the license plate number, vehicle identification number, or with other specificity to ensure the vehicle in violation can be identified and deliver it to the driver; or if the vehicle is unattended, attach such citation to the vehicle in a conspicuous place.

(b) The parking citation shall provide:

(1) The date and time of issuance.

(2) The name or identification number of the officer or parking enforcement officer who issued the citation.

(3) A description of the violation.

(4) The penalty amount.

(5) The period of time in which it must be paid or set for a parking violation hearing before it is considered in delinquent status.

(6) The vehicle information.

(7) Information on how and where the citation may be paid; and

(8) Information on how the citation may be contested.

(c) The driver or owner of the vehicle which was issued a citation shall elect to pay the citation as described on the citation or request a parking violation hearing as described in paragraph (h). Failure to pay a citation, or request a parking violation hearing, within the specified time period shall result in the citation being in delinquent status.

(d) Unless otherwise specifically provided in this section, the violation of any provision of this chapter relating to parking shall be a Class I noncriminal civil infraction pursuant to Section 1-106 of the Code of Ordinances.

(e) A violation of Section xx-41(l), enforcement of parking in spaces for persons with disabilities, shall be a Class III violation. Any penalty collected for such a violation may be deposited in a separate account to be used to defray expenses for administration of this violation; and to provide funds to improve accessibility and equal opportunity to qualified persons who have disabilities in the City and to provide funds to conduct public awareness programs in the City concerning persons who have disabilities.

(f) A violation of Section xx-41(k), parking in fire lanes, shall be a Class II violation.

(g) Any penalty not paid to the City within thirty (30) days of the date of the violation, unless a parking violation hearing has been requested, shall result in an additional penalty, which amount shall be set by Resolution plus any associated administrative fees pursuant to Section 1-105.

(h) A person who wishes to contest a citation without being assessed additional penalties or costs for delinquency shall complete and submit a written request for a parking violation hearing which must be received by the City within fourteen (14) calendar days of the date of the violation. A

request for a parking violation hearing shall be on the form prescribed by the City. Requests shall include a complete name and address of the person contesting the hearing, and a phone number and e-mail address. A copy of the parking citation and a description of the dispute must be included with the request for a hearing.

(i) The Code Enforcement Department shall conduct a preliminary review off all parking citation appeals within seven (7) days of receipt of the written request. The determination may:

(1) Affirm the issuance of the citation and the matter will be scheduled to be heard by the Special Magistrate.

(2) Find the appeal valid and dismiss the citation.

(3) Allow for a reduction in the penalty.

(j) Upon an affirmation of issuance by management or confirmation of failure of the vehicle owner to pay the penalty or request a hearing, a notice of hearing will be issued. The City shall send a Notice of Hearing which states:

(1) The date, time, and location of a pre-scheduled parking violation hearing.

(2) That a person who elects to contest the citation may be assessed a penalty of up to $500.00 if found in violation after a hearing by the Special Magistrate.

(3) That a person who elects to contest a violation and then fails to appear at the parking violation hearing shall be deemed to have waived his or her right to a hearing and may be found in violation by default subject to a penalty of up to $500.00, unless otherwise authorized or prohibited by law.

(4) That unpaid violations will be in delinquent status and are subject to being sent to St. Lucie County Court.

(5) That vehicles bearing license plates which are identified as belonging to owners who have citations in delinquent status are subject to immobilization or impoundment as provided in this chapter.

(k) The Notice of Hearing shall be sent by certified mail to the address provided by the Florida Department of Transportation or to the person making the request for a parking violation hearing at the physical address, with a copy sent to the e-mail address, provided in the request. A certification by the City that the Notice of Hearing was mailed to the physical address constitutes prima facie evidence that the person on the Notice of Hearing was served with the notice.

(l) A person who requests a parking violation hearing waives his or her right to pay the initial civil penalty amounts set forth in this chapter. The Special Magistrate, after a hearing, shall make a determination as to whether a parking violation has been committed and may impose a civil penalty not to exceed $500.00 unless otherwise authorized or prohibited by law, plus administrative costs.

## Sec. XX-122. Cancellation or continuances of hearings; burden of proof; payment after hearing.

(a) A scheduled parking violation hearing will be cancelled if full payment of the pending violation(s) is made at least twenty-four (24) hours prior to the hearing date.

(b) A person wanting to continue a parking violation hearing date shall deliver a written request for continuance to the City at least seventy-two (72) hours prior to the hearing date and shall be granted one continuance for a scheduled parking violation hearing of a contested citation or post-immobilization hearing.

(c) A finding of violation requires all penalties and costs to be paid within seven (7) calendar days unless additional time is granted by the Special Magistrate or the City.

(d) Failure to pay outstanding penalties or costs after a finding of a violation at a hearing shall result in the citation being forwarded to the St Lucie Clerk of Court to be scheduled to be heard by a St. Lucie County judge.

## Sec. XX-123. Additional penalties and enforcement to include immobilization and impoundment.

(a) The City of Fort Pierce is authorized to attach a device that is capable of immobilizing a vehicle as described in this chapter when:

(1) It is determined that the plate number attached to a vehicle, or the owner of a vehicle owes one hundred fifty dollars ($150.00) or more to the City as a result of citations which are in delinquent status, according to the records of the City.

(2) A violation of section XX-84 exists, relating to non-motorized vehicles.

(3) A violation of section XX-41, relating to motor vehicles of eighty-six (86) inches or more in overall width.

(b) In order to ensure the safety of the vehicle, an immobilized vehicle shall be impounded if the reason for the immobilization has not been resolved and the immobilization device has not been removed within twenty-four (24) hours of the immobilization.

## Sec. XX-124. Immobilization of vehicles.

(a) Immobilization referred to in this chapter shall be by an immobilization device attached to the vehicle at the place where it is found, except that no vehicle shall be immobilized on private property or within the traveled portion of any street or on any portion of a street when immobilization at such place would create a hazard to the public or to the traffic.

(b) At the same time as the immobilizing device is attached to the vehicle, a warning notice shall be affixed to the windshield or other prominent place on the vehicle stating that the immobilizing device has been so attached, cautioning the operator not to attempt to operate the vehicle while the immobilizing device is still attached and informing the operator that the vehicle is under immobilization, the reason for the immobilization, and where the proper person must go in order to arrange for the removal of the immobilization device or request a post-immobilization hearing. Immobilization fees, including the administration fees for removal of the immobilization device, shall be paid to the City.

(c) A person with standing who wishes to request a post-immobilization hearing in front of a hearing officer shall follow the procedure set out under section XX-126 of this chapter.

## Sec. XX-125. Removal of immobilizing device unlawful.

It is unlawful for any person to attempt or to remove, damage, destroy or tamper with an immobilizing device affixed to a vehicle by the City. A violation of this section shall be a Class III

infraction in accordance with City Code Section 1-106. Release of an immobilized vehicle will take place in accordance with section XX-127.

## Sec. XX-126. Establishment of post-immobilization hearings.

(a) Any person wishing to challenge the immobilization of a vehicle pursuant to this chapter shall be entitled to a post-immobilization hearing before a Special Magistrate. Post-immobilization hearings shall be handled on the same date and time as parking violation hearings. A person who wishes to contest an immobilization without being assessed additional penalties or costs for impoundment shall post a bond for the entire amount in dispute and complete and submit a written request for post-immobilization hearing which must be received by the City within two (2) business days of the date of the immobilization. A request for a post-immobilization hearing shall be on the form provided by the City. Requests shall include a complete name and address of the person requesting a hearing, and a phone number and e-mail address. A description of the dispute must be included with the request for a hearing. Upon such request, a notice of hearing will be issued, confirming the time and date of the hearing. A copy of the person's driver's license and vehicle registration will be necessary to schedule a post-immobilization hearing.

(b) Within one (1) business day following receipt of the request for post-immobilization hearing, the parking enforcement management shall conduct a preliminary review of the immobilization appeal. The determination may:
   a. Affirm the immobilization and the matter will be scheduled to be heard by the Special Magistrate.
   b. Find the appeal valid and allow the release of the immobilization device without penalty.

(c) Upon affirmation by the parking enforcement management, the City shall send a notice of hearing which states:

   (1) The date, time, and location of a pre-scheduled post-immobilization hearing.

   (2) That a person who elects to contest the immobilization waives his or her right to pay the initial amount of the ticket due at the time of the immobilization unless a bond was posted and the person will accrue additional penalties and costs for the impoundment of the vehicle until a hearing is held and a determination is made as to whether the vehicle was immobilized in accordance with chapter XX, Fort Pierce Code.

   (3) That a person who elects to contest a violation and then fails to appear shall be deemed to have waived his or her right to a hearing and any bond will be forfeited to the City.

(d) The Notice of Hearing shall be sent by mail or e-mail to the person making the request for a post-immobilization hearing to the physical address or e-mail address provided in the request. A certification by the City that the Notice of Hearing was mailed to the physical address or e-mail address provided on a post-immobilization request constitutes prima facie evidence that the person on the Notice of Hearing was served with the notice.

(e) A person who requests a post-immobilization hearing waives his or her right to pay the initial penalty and costs due as of the date of the immobilization unless a bond was posted. The Special Magistrate, after a hearing, shall make a determination as to whether an immobilization was done in accordance with this chapter. If the hearing officer determines that the immobilization carried out by the City pursuant to this chapter was not in accordance with the applicable ordinances, statutes and regulations, the aggrieved party shall be entitled to a reimbursement of any bond, fines, costs, or penalties paid related to the contested immobilization or if the vehicle is still

impounded, the vehicle shall be immediately released with a waiver of all fines, costs, and penalties.

## Sec. XX-127. Impoundment of vehicles

(a) Impoundment referred to in this chapter shall be done in accordance with on F.S. § 713.78. Impoundment of a vehicle under this chapter will require the Police Department to authorize the vehicle to be removed to a police impound lot. A vehicle impounded under this chapter will be subject to all liens and terms described under F.S. § 713.78, in addition to payment of all penalties and costs that are due.

(b) The City of Fort Pierce is hereby authorized to remove a vehicle from streets, City-owned and/or operated off-street lots, parking structures, or property and parks, beach and recreation areas or other property within the City limits and to cause the same to be impounded in the nearest garage or other place of safety, or in a garage designated or maintained by the police department or otherwise maintained by the City:

(1) When any vehicle shall be parked in front of or so as to block entrances or driveways into public or private property

(2) When any vehicle is left unattended and parked upon a street and is so parked illegally as to constitute a hazard or obstruction to the normal movement of traffic.

(3) When any vehicle is left unattended and parked for an excessive period of time and in violation of any ordinance of the City or regulation of the City Manager limiting the time for parking of vehicles on designated streets or parts of streets within the City.

(4) When a vehicle is so disabled as to constitute an obstruction to traffic or a hazard to persons or property and the persons in charge of the vehicle are by reason of physical injury or condition incapacitated to such an extent as to be unable to provide for its custody or removal.

(5) When a vehicle is considered inoperable or abandoned due to expired registration or other condition that prevents the vehicle from being removed by the registered owner.

(6) As authorized under section XX-126(b), related to unresolved immobilization of vehicles.

## Sec. XX-128. Release of immobilized or impounded vehicle.

(a) An immobilized vehicle under this chapter may be released by the City upon: payment of all parking fines, costs, and immobilization fees; a City review determination to release the immobilization device without penalty; or upon a Special Magistrate finding in favor of the person challenging the immobilization.

(b) A vehicle impounded under this chapter may be released upon: payment of all parking penalties, costs, towing, storage, and administrative fees in accordance with F.S. § 713.78; or upon the posting of a cash or surety bond totaling all applicable amounts owed until the disposition of any hearing held in accordance with section F.S. § 713.78. A person who posts a bond under this section and fails to file a complaint within the time period required under F.S. § 713.78 shall have waived his or her right to a hearing and the total amount of the posted bond shall be forfeited to the city.

## Sec. XX-129. Disposition of unrecovered impounded vehicles.

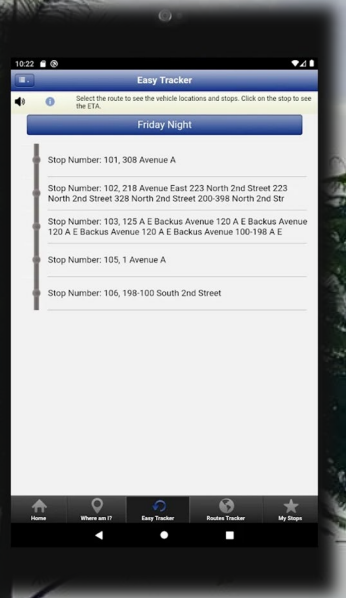
Vehicles impounded under this chapter which are not recovered may be disposed of in accordance with F.S. § 713.78.

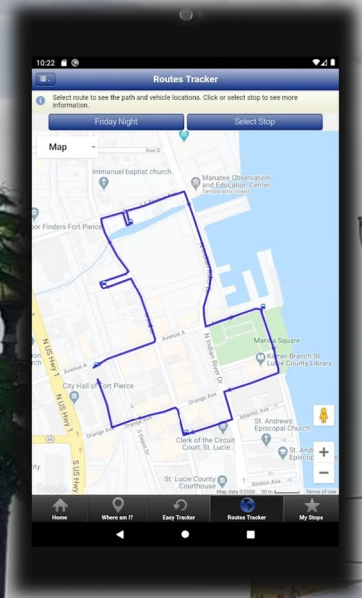
## Sec. XX-130 – XX-140. – Reserved

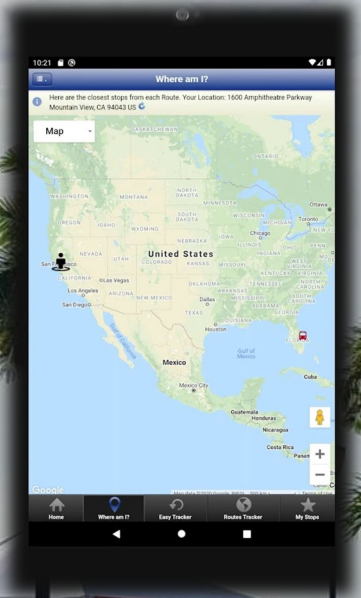
# CITY OF FORT PIERCE TRAM

THE SUNRISE CITY
FORT PIERCE
PUBLIC WORKS
DEPARTMENT
Florida

# TRAM APP NOW AVAILABLE




**Using the City of Fort Pierce Tram mobile application from TSO Mobile, you can find the location and estimated time of arrival of the City Tram. This is a free application that runs on all smart mobile devices.**

**The City of Fort Pierce Tram was introduced in 2019 for convenience to visitors in the Downtown area. Passengers are welcome to hop on and off at any of the stops along the route and there is no need for a timetable, as the tram arrives at designated stops every 15 minutes. The tram service is free and operates its route with stops at the City Hall Parking Garage, 2nd Street, A.E. Backus Avenue, Indian River Drive, and Marina Square.**

**For more information, please visit www.cityoffortpierce.com**

# TRAM STOPS & HOURS OF OPERATION





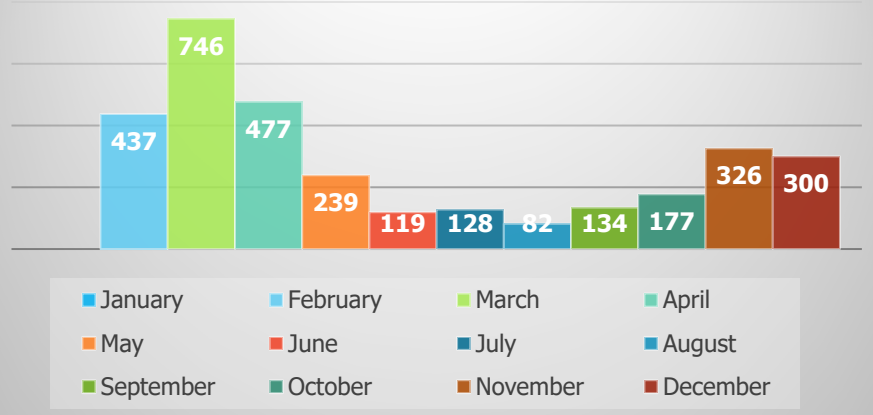


| TRAM STOPS | TRAM HOURS |
|---|---|
| CITY HALL PARKING GARAGE | FRIDAY 5PM - 9PM |
| 322 N. 2ND STREET | SATURDAY 8AM - 3PM |
| 122 A.E. BACKUS AVE | |
| 480 N. INDIAN RIVER DRIVE | |
| MARINA SQUARE | |

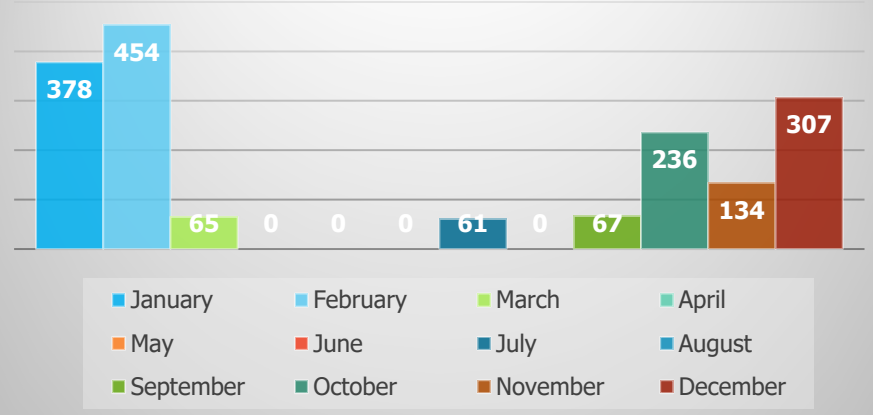
THE SUNRISE CITY FORT PIERCE Florida PUBLIC WORKS DEPARTMENT

# TRAM RIDER COUNTS

## TRAM RIDERS 2019



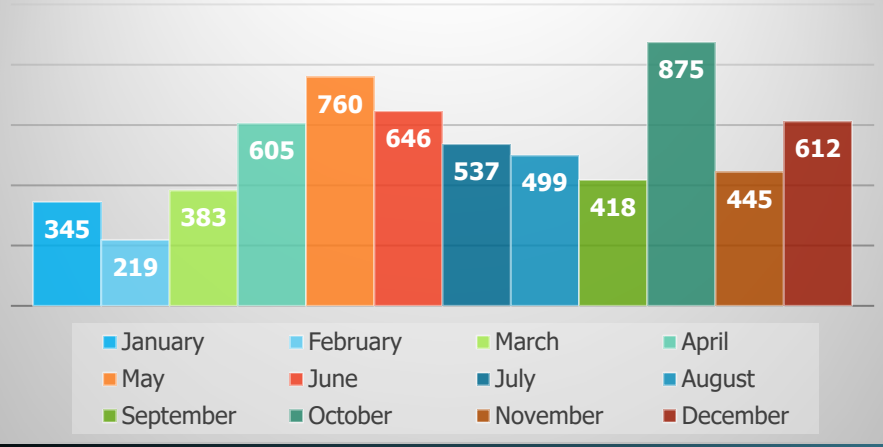

## TRAM RIDERS 2020



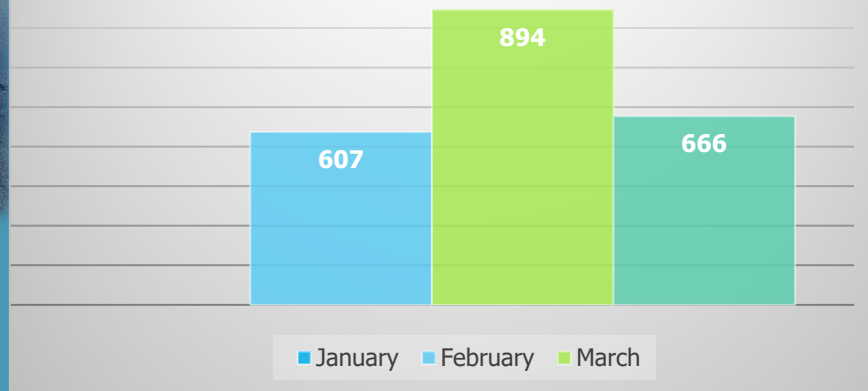




## TRAM RIDERS 2021




## TRAM RIDERS 2022 YTD




THE SUNRISE CITY
FORT PIERCE
PUBLIC WORKS DEPARTMENT
Florida

**City Commission Conference Agenda - 9:00 AM** **4. d.**

**Meeting Date:** 04/11/2022

**Re:** Cares Act Funds Update

**Submitted For:** Nick Mimms, City Manager, City Manager

**SUBJECT:**

Cares Act Funds Update

## Attachments

Report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 03/18/2022 01:22 PM |
| City Manager | Nick Mimms | 03/18/2022 01:22 PM |

Form Started By: Jennifer Robinson Started On: 03/11/2022 12:21 PM

Final Approval Date: 03/18/2022

# CBDG Cares Acts Awards & Distributions

| **Awards:** | | | | |
|---|---|---|---|---|
| Round 1 Award | $ | 355,045.00 | | |
| Round 2 Award | | 373,187.00 | | |
| **Total Awards** | | | **$** | **728,232.00** |

| **Projects:** | | | | |
|---|---|---|---|---|
| **Fiscal Year** | | **2020** | | **2021** |
| COVID19 FOOD RESOURCES | $ | 118,806.12 | $ | 27,233.45 |
| COVID19 EMERG HH ASSISTAN | | 305.63 | | |
| COVID19 MICRO BUSN RELIEF | | 101,650.00 | | |
| COVID19 SMALL BUSN RELIEF | | 12,000.00 | | 12,000.00 |
| COVID19 TESTING | | 90,403.00 | | 30,444.26 |
| COVID19 CONTINGENCY/ADMIN | | (140.00) | | 1,360.00 |
| FY Distributions | **$** | **323,024.75** | **$** | **71,037.71** |
| **Total Distributions** | | | **$** | **394,062.46** |
| **Remaining Balance** | | | **$** | **334,169.54** |

**City Commission Conference Agenda - 9:00 AM** **4. e.**

**Meeting Date:** 04/11/2022

**Re:** Review of lien policies / changes

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

**SUBJECT:**

Discussion on the current policies for liens and consideration of amending / updating the policy to allow for alternate solutions for reductions and establishing a cap on the accrual of fines.

## Attachments

Presentation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/06/2022 07:52 AM |
| Form Started By: Peggy Arraiz | | Started On: 03/29/2022 11:53 AM |
| Final Approval Date: 04/06/2022 | | |

# Lien Process Review
# Part I - Management

# State Statute 162.09 Review

- Section (2)(a) – Fines shall not exceed $250 per day for a first violation and shall not exceed $500 per day for a repeat violation. If considered irreparable or irreversible, the fine may not exceed $5,000 per violation.
  - During the Code Board era, at times the fine imposed = $250 per violation / per day causing extreme fine amounts to accrue.
  - Example of irreparable or irreversible violation is cutting down a protected tree without a permit.
- Section (3) – A certified copy may be recorded in the public records and shall constitute a lien against the land on which the violation exists AND upon a property owned by the violator.
  - This is called a “spreading lien”, which means that every property in that person’s name is clouded and cannot be transferred.
- Section (3) (continued) – “A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance.”
  - This section prohibits the “capping of liens”.
- Section (3) (continued) – After 3 months of filing the lien, the City may initiate foreclosure action.

# Lien Management

**Staff recommendation**

- Recommendation based on severity of the violation.
- Most violation fall within the $50 - $150 range.
- Max penalty reserved for life, health, safety issues.

**Special Magistrate**

- Considers staff recommendation.
- Makes final determination based on State Statute 162.09(2)(b).
  - The gravity of the violation.
  - Any actions taken to try and correct the violation.
  - Prior history of the violator.

**Next Actions**

- Violator given time to correct violations before fines start.
- Once fines start, the violator is given the opportunity for a hearing to address the fines.
- If fines not addressed, a lien is filed.

# Proposed Amendment

Establish a procedure to initiate foreclosure action on non-homesteaded properties once a fine has accumulated to $50,000.00

$50 fine – approximately 3 years (1000 days)
$100 fine – approximately 1.5 years (500 days)
$150 fine – approximately 1 year (333 days)
$200 fine – approximately 8.5 months (250 days)
$250 fine – approximately 7 months (200 days)

As capping is prohibited by statute, the fines must continue to accrue on owner occupied / homesteaded properties.

- Demolition liens will be set to foreclose after three (3) years of non-payment.
- Other nuisance abatement liens will be checked every three (3) years – once total due reaches $5,000.00, foreclosure action will be taken.

# Lien Process Review
# Part II - Reductions

# Lien Types and Associated Laws

- Code Enforcement Liens - Authorized by State Statue 162
  - Imposed by the Special Magistrate
  - Have a daily fine that continues to accumulate until brought into compliance
  - Expire after 20 years
  - Does not accrue interest or penalties
- Nuisance Abatement Liens – Authorized by Charter and Code of Ordinances
  - Imposed when services are provided to a specific property to correct a nuisance condition (lot clearing, board up, demolition, etc.) and the cost for services is not repaid to the City
  - Considered a tax lien (superior to all liens but taxes)
  - Never expire
  - Accrues interest and penalties

## Staff

### Authority to issue Release of Lien

- For residential properties – upon payment of $5,000.00
- For commercial properties – upon payment of $10,000.00
- Typical time for release after payment – 2-3 weeks

## Special Magistrate

### Authority to issue Release of Lien

- For residential properties – upon payment of $3,000.00
- For commercial properties – upon payment of $7,500.00
- Typical time for release - 4-6 weeks

## City Commission

- If applicant does not agree to either option, they must:
  - First be heard by the Special Magistrate.
  - The Special Magistrate's recommendation is then considered with final approval by the City Commission.
  - Typical time for release – 2+ months

# Code Enforcement Liens

# "Fast Track" Reduction Process

# Established by City Commission June 2016

# Nuisance Abatement Liens

# Current Reduction Policy

Per the “Fast Track” policy, staff has the authority to waive administration fees only.

The policy to have the reduction request heard by the City Commission has not changed considerably in a very long time.

The City Commission has consistently waived all or a portion of the interest, penalties and administration fees.

## Nuisance Abatement Costs

- The actual amount charged by a vendor to do the job.
- HARD COST

## Interest & Penalties

- Amount set by Ordinance.
- SOFT COSTS

## Administration Fees

- Amount set by Resolution at $100.00
- TO BE DETERMINED

## ADMINISTRATION FEE DISCUSSION

- Fee was established to address the costs incurred by the City to process the case.
- Previous Commissions have refused to waive this fee.
- Previous Commissions have waived this fee in total.
- We currently retain a portion of the fee to cover the recording fees.

# Proposed Amendments

# All Lien Reduction Requests

The new policy will be added to the existing Rules of Procedure for the Special Magistrate, which is approved and adopted by Resolution.

- The request must be made by the owner or with written approval for a 3rd party to act on the owner's behalf.
- A copy of the deed showing ownership and date of ownership must be provided.
- If property was conveyed via Special Warranty Deed or Warranty Deed, the owner must provide proof that they attempted to have the guaranteeing party take responsibility for the debt without success.
- A complete statement as to why the City should consider their reduction request and any special circumstances that should be considered.
- A $250 application fee is applied to all reduction requests.

# Proposed Amendments

## Staff's Authority

### CODE ENFORCEMENT LIENS

- Amend staff's approval to include partial release of liens (spreading liens).
- For requests on properties outside of the City limits, a fee equal to 3% of the lien amount.
- For requests on properties within the City limits, applicant must follow the fast trac reduction process.

### NUISANCE ABATEMENT LIENS

- Amend staff's approval allow the waiver of 50% of the interest, penalties and administration fees.

## Special Magistrate

### CODE ENFORCEMENT LIENS

- Reduced amount may not be lower than the total administration fees.

### NUISANCE ABATEMENT LIENS

- To Be Determined...

### IN GENERAL

- The Special Magistrate's decision will be final.
- The applicant may appeal the Special Magistrate's decision to the City Commission.
- A $250 appeal application fee shall apply.

# Summary

- Start foreclosure proceedings timely.
  - Code enforcement liens when fines reach $50,000.00.
  - Demolition liens at 3 years.
  - Nuisance abatement when balance due reaches $5,000.00.
- $250 application fee for all reduction requests.
- Add ownership requirements and financial obligations to reduction requests.
- Increase staff's authority to issue Releases of Liens.
  - Code cases to include partial waivers.
  - Nuisance abatements cases to waive 50% of soft costs for nuisance abatement liens.
- All cases not resolved by staff will be decided by the Special Magistrate.
- Applicants may appeal the Special Magistrate's decision to the City Commission.
- $250 appeal fee shall apply.

**City Commission Conference Agenda - 9:00 AM** **4. f.**

**Meeting Date:** 04/11/2022

**Re:**

**SUBJECT:**

Follow-up discussion on Business Tax Receipt Rates

**Attachments**

Memo

**Form Review**

Form Started By: Linda Cox Started On: 02/10/2022 12:35 PM

Final Approval Date: 03/15/2022

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

TO : Mayor and Commissioners

FROM : Linda W. Cox, City Clerk

RE : Business Tax Receipt Rates

DATE : March 14, 2022

In accordance with Florida Statute 205.0535, in 2008 the City established an Equity Study Commission to review and recommend a revised classification system and rate structure for business taxes. This statute allowed for an initial 10% increase, with up to a 5% increase every other year thereafter if approved by a 4/5ths vote of the governing body.

In August 2008, the City Commission adopted Ordinance No. L-35 providing for the initial increase of ten percent for business tax receipts. Subsequently, in 2010, 2012, 2014, and 2018 the City Commission implemented a 5% increase of the business tax each year as allowed. There was no increase in 2016 and in 2020, the City decreased the tax by 5%.

Under Florida Statute 205.0535(4), "municipalities and counties may, every other year thereafter, increase or decrease by ordinance the rates of business taxes by up to 5 percent. An increase, however, may not be enacted by less than a majority plus one vote of the governing body. Nothing in this chapter shall be construed to prohibit a municipality or county from decreasing or repealing any business tax authorized under this chapter."

The City Commission may once again consider an increase of business tax of up to 5%. If an increase is adopted, additional revenue to the City is estimated at $13,525 based upon our most recent collections in the total amount of $270,500. Generally, a 5% increase would equate to a nominal increase of approximately $0.63 to $28.83 per license, per year, depending on the business classification. Below are examples of current business taxes charged by our two closest cities for comparison:

| | Fort Pierce | Port St. Lucie | Vero Beach |
|---|---|---|---|
| Bank:: | $254.04 | $268.00 | $360.00 |
| Beauty Shop: | $ 23.82 | $153.00 | $45.00 |
| Small Merchant: | $ 23.82 | $62.25 | $45.00 |
| Large Merchant: | $346.42 | $381.00++ | $500.00 + |

You also have the option of decreasing the BTR fee by up to 5% or making no change at all.

The City of Vero Beach and Port St. Lucie have indicated they have no plans to change tax rates at this time.

I am requesting consensus from the Mayor and City Commission as to whether an increase, decrease or no action is desired in regard to business tax receipt rates. Thank you for your consideration.

**City Commission Conference Agenda - 9:00 AM** **4. g.**

**Meeting Date:** 04/11/2022

**Re:**

**SUBJECT:**

Annual performance evaluation of Linda Cox, City Clerk

**Attachments**

Contract

**Form Review**

Form Started By: Linda Cox Started On: 03/18/2022 09:49 AM

Final Approval Date: 03/18/2022

**CITY OF FORT PIERCE, FLORIDA**

**LINDA W. COX**

**CITY CLERK**

**AMENDED EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** made and entered into this 6th day of January, 2020, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to "**CITY**" and **LINDA W. COX,** hereafter referred to as "**COX**".

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

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

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

1. **Employment.**

**COX** will render full time professional services to **CITY** in the capacity of City Clerk of the **CITY** for the initial term of three (3) years, commencing January 7, 2020 (the "Effective Date"), through January 6, 2023. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis.

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

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

2. **Compensation.**

In consideration for these services as City Clerk, **CITY** agrees to pay **COX** an annual base salary of NINETY FIVE THOUSAND ONE HUNDRED EIGHTY ONE DOLLARS ($95,181.00) per annum, payable in bi-weekly installments, which is current rate of pay as of January 1, 2020.

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

3. **Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **COX's** performance as City Clerk. These performance evaluations shall occur during the calendar month of June of each year, and shall be in such form and content and procedure as the City Commission shall in its discretion

determine. These performance reviews shall consider **COX's** overall performance and efficiency in her duties and job description as City Clerk, and shall also be used to monitor **COX's** compliance with attaining her Certified Municipal Clerk (CMC) certification within the time period set forth hereafter.

It is a specific condition of this agreement that **COX** shall have obtained her Certified Municipal Clerk (CMC) certification no later than thirty-six (36) months from the Effective Date of this Agreement. In the event **COX** fails to obtain such CMC certification within the time period specified herein, or if at any time **COX** fails to diligently and continuously pursue such CMC certification process during the term of this Agreement, the City Commission may in its sole discretion terminate this Agreement upon thirty (30) days written notice to **COX** and without liability to **COX** for the payment of any severance pay that may be provided for in Paragraph 6 of this Agreement.

**4. Benefits.**

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

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

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

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

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

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

**5. Termination.**

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

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

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

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

**6. Severance.**

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

come to the City.

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

**7. Best Efforts of Employee.**

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

**8. Disability.**

If **COX** is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working

day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **COX** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

**9. Residency.**

Commencing two (2) years from the Effective Date of this Agreement, and at all times thereafter, **COX** shall, maintain permanent residency within the City of Fort Pierce during her term as City Clerk.

**10. Employee At-Will.**

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

**11. Liability Claims.**

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

**12. Voluntary Resignation.**

In the event **COX** voluntarily resigns her position with the **CITY**, **COX** shall provide a

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

**13. General Provisions.**

The following general provisions shall govern this Agreement:

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

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

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

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

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

(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to

be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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

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

**CITY OF FORT PIERCE, FLORIDA**

**By:** Linda Hudson
Linda Hudson, Mayor

**ATTEST:**

Mimi Cain
Deputy City Clerk

**EMPLOYEE:**

By: Linda W Cox
Linda W. Cox

**City Commission Conference Agenda - 9:00 AM** **4. h.**

**Meeting Date:** 04/11/2022

**Re:**

**SUBJECT:**

Annual performance evaluation of Nick Mimms, City Manager

**Attachments**

Contract

**Form Review**

Form Started By: Linda Cox Started On: 03/18/2022 09:50 AM

Final Approval Date: 03/18/2022

# 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:

Linda Cox, City Clerk

By: Linda Hudson

Linda Hudson, Mayor

**EMPLOYEE:**

Nicholas Mimms

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

City Attorney

**City Commission Conference Agenda - 9:00 AM** **4. i.**

**Meeting Date:** 04/11/2022

**Re:**

**SUBJECT:**

Six-month probationary performance evaluation of Tanya Earley, City Attorney

**Attachments**

Contract

**Form Review**

Form Started By: Linda Cox Started On: 03/18/2022 09:49 AM

Final Approval Date: 03/18/2022

**CITY OF FORT PIERCE, FLORIDA**

**TANYA M. EARLEY**

**CITY ATTORNEY**

# EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** is made and entered into this 4th day of October, 2021 with an effective date of October 4, 2021, by and between the **CITY OF FORT PIERCE, FLORIDA,** a municipal corporation, hereafter referred as to as **"CITY"** and **TANYA M. EARLEY,** hereafter referred to as **"EARLEY".**

**WHEREAS, CITY** desires to secure the legal representation of **EARLEY** as City Attorney for a minimum of three (3) years from the Effective Date of this agreement and **EARLEY** desires to accept such position; and

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

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

1. **Employment.**

**CITY** employs **EARLEY** to perform the duties of City Attorney as specified in the City Charter. **EARLEY** will render full time legal services to

**CITY** in the capacity of City Attorney of the **CITY** for the initial term of three (3) years, commencing October 4, 2021 (the "Effective Date"), through October 3, 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. **EARLEY** agrees to report for work, and the duties and employment of **EARLEY** as City Attorney shall commence the Effective Date. In the event the Agreement is not renewed all compensation, benefits, and requirements of this Agreement shall remain in effect until the expiration of the term unless sooner terminated or **EARLEY** resigns.

The City Attorney is recognized as an independent and co-equal Charter Officer, as specified by the Charter of the City of Fort Pierce (See Article V, Section 45). No other Charter Officer shall have any authority or ability to direct, supervise or interfere with the administration or activity of the Office of the City Attorney, including any and all personnel actions or decisions (See Article IV, Section 42 and Article V, Section 43).

**EARLEY** shall devote all of her time, attention, knowledge and skill, solely and exclusively to the legal interests of the City of Fort Pierce. **EARLEY** warrants and agrees to maintain her Florida license to practice law in good standing without limitation throughout the term of this Agreement. **EARLEY** 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

Attorney, including, but not limited to, the performance of all duties set forth in the City Charter, Florida Statutes, City Ordinances, and Resolutions, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Should **EARLEY** no longer be in good standing with the Florida Bar or authorized to practice law in Florida, this contract will terminate immediately for cause. In the event **EARLEY** makes formal application for full-time employment elsewhere while serving as City Attorney, 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 Attorney, **CITY** agrees to pay **EARLEY** an annual base salary of ONE HUNDRED AND SIXTY FIVE THOUSAND DOLLARS ($165,000.00) per annum, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **EARLEY's** performance by the City Commission. Base annual salary adjustments for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis. Cost of living increases shall be provided to **EARLEY** in the same manner as non-bargaining employees of the City.

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

employees of the **CITY.**

**3. Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **EARLEY's** performance as City Attorney. Annual performance evaluations shall occur during the calendar month of June of each year following the first year of employment. These performance reviews shall consider continuing City Commission objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **EARLEY.**

Should it be determined that **EARLEY** was successful in her 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 **EARLEY's** compensation and benefits, and endeavor to maintain them at a level commensurate with her peers in the profession in similarly situated Florida cities and the rate of general inflation in the economy.

**4. Benefits.**

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

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

(b) A car allowance at $350.00 per month, or such other rate agreed

upon by the City Commission.

(c) **CITY** agrees to budget and pay for licensing fees or charges that are required of attorneys to practice law in the State of Florida and professional dues, required CLE seminars, and subscriptions necessary for **EARLEY's** continuation and participation in national, regional, state, and local associations, and organizations necessary and desirable for **EARLEY's** continued professional participation, growth, and advancement, and for the good of the **CITY.**

(d) Life insurance, comprehensive health and major medical insurance (including dental and vision insurance), equal to that which is provided to other City employees and shall be effective on the effective date of this agreement.

(e) Retirement benefits as provided to all City Employees under the **CITY's** defined benefit retirement plan.

**5. Termination.**

At all times during the term of this Agreement, **EARLEY** 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 **EARLEY** as City Attorney, **EARLEY** shall have the right to declare that such amendments constitute termination; or

(c) If **EARLEY** 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 **EARLEY** 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 **EARLEY** her then annual base salary for ninety (90) consecutive working days thereafter, and the **CITY** shall also maintain **EARLEY's** life insurance and major medical insurance coverage paid up and in effect during such period. **EARLEY** 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, **EARLEY** 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 **EARLEY** any severance in the event **EARLEY** is terminated for cause. For purposes of this agreement "For Cause" shall be defined as any of the following actions by **EARLEY:**

(a) Conviction of a felony or any misdemeanor involving moral turpitude;

(b) Commission of any act of fraud involving or affecting the **CITY** or the public;

(c) Willful failure to perform the duties of City Attorney, or material breach by **EARLEY** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice;

(d) Incompetence or negligence in the performance of official duties;

(e) Violation of the **CITY's** Drug-Free Work Place Policy, including illegal use of drugs, hallucinogens, or other substances regulated by state law;

(f) Violation of Florida's Code of Ethics;

(g) Loss or suspension of license to practice law;

(h) Misconduct as defined by Florida Statute 443.036(29), as amended from time to time; or

7. **Outside Activities.**

The employment provided for by this Agreement shall be **EARLEY's** primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to **EARLEY** and the community, **EARLEY** may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with **EARLEY's** responsibilities under this Agreement. Any outside consulting or business opportunities shall be subject to prior approval by the **CITY.**

8. **Best Efforts of Employee.**

**EARLEY** 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. EARLEY** further agrees that she will continue her education and training so that she will keep up with or exceed education requirements of her 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 **EARLEY** 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, **EARLEY** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits, as defined in the City's Personnel Rules and Regulations.

10. **Employee-At-Will.**

**EARLEY** 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 **EARLEY,** 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 **EARLEY's** duties as City Attorney of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **EARLEY's** employment or services or for claims for punitive damages. In the event the provision of legal representation by the **CITY** may reasonably present a legal conflict of interest, **EARLEY** may request independent legal representation at **CITY'S** expense, and the **CITY** may not unreasonably withhold approval of such request. Legal representation provided by the **CITY** for **EARLEY** shall extend until a final unappealable determination of the legal action. In the event independent legal representation is provided to **EARLEY,** any settlement of any claim against **EARLEY** may not be made without prior approval of the **CITY.** The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **EARLEY's** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **EARLEY** 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 **EARLEY** voluntarily resigns her position with the **CITY, EARLEY** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to

accept resignation made by the majority of the entire City Commission as specified In Paragraph 6(c) above, **EARLEY** shall not be entitled to nor shall the **CITY** be liable to pay severance if **EARLEY** voluntarily 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 **EARLEY,** her administrators, executors, legatees, heirs, and assigns.

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

**CITY OF FORT PIERCE, FLORIDA**

**BY:** _____
Linda Hudson, Mayor

**ATTEST:**

_____
Linda W. Cox, City Clerk

**EMPLOYEE:**

_____
Tanya M. Earley