

CITY OF FORT PIERCE

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, November 14, 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. Presentation of One St. Lucie Community Homelessness Task Force Report and Recommendations
 - b. Discussion of health and safety ordinances related to panhandling and other activities.
 - c. Providing updates and status on Capital Improvement Projects.
 - d. Lease Agreement Extension Request from Little Jim Bait & Tackle
 - e. Repurpose one lane on the SR-A1A South Causeway Bridge to accommodate two-way bicycle traffic from South Hutchinson Island to Downtown Fort Pierce.
 - f. Community Engagement Strategy
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: 11/14/2022

Re: Homelessness Task Force Presentation

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Presentation of One St. Lucie Community Homelessness Task Force Report and Recommendations

Attachments

Presentation

Exhibit 1 - Task Force Report June 1, 2022

Exhibit 2 - Homelessness Strategic Plan

Form Review

Inbox

City Manager

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 10/21/2022

Reviewed By

Nick Mimms

Nick Mimms

Date

10/21/2022 11:44 AM

10/21/2022 11:45 AM

Started On: 10/14/2022 02:27 PM



ONESTLUCIE
COMMUNITY HOMELESSNESS TASK FORCE

Homelessness in St. Lucie County Report and Recommendations July 5, 2022

Task Force - Background



ONESTLUCIE
COMMUNITY HOMELESSNESS TASK FORCE

- Established by the St. Lucie County Board of County Commissioners
- Members include:
 - St. Lucie County Commissioner
 - City of Fort Pierce Commissioner
 - City of Port St. Lucie Councilmember
 - St. Lucie School District
 - Non-Profits Serving Homeless
 - Business Community
- Develop actionable strategies to prevent, reduce and end chronic individual homelessness.
- Report to St. Lucie BOCC on June 1, 2022 with recommendations.

Task Force Members

Commissioner Cathy Townsend



Commissioner Arnold Gaines



Councilman Anthony Bonna



Judge Jeffrey Hendriks



Captain Stephen Sigmon



Ms. Kylee Fuhr



Ms. Michelle Topnick



Ms. Louise Hubbard



Ms. Lisa Hatch



Pastor Hazel Hoylman



Mr. Sam Patterson



Ms. Susan De Onofrio



Duties of the Task Force



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COMMUNITY HOMELESSNESS TASK FORCE

- A. Explore and evaluate the issues and needs in St. Lucie County relative to homelessness
- B. Understand the systems currently in place to address these issues and identify major gaps
- C. Review and provide recommendations on the draft “**Home Together Homelessness Strategic Plan**”
- D. Review approaches to investment and sustain efforts to address homelessness in the County
- E. Review and provide recommendations on transitional housing plans within St. Lucie County
- F. Identify both short-term and long-term proposal for community action – by non-governmental service providers, county and city governments, other governmental agencies, the business community, residents and others – acting individually or in partnership – to address the issue of homelessness in St. Lucie County
- G. The Task Force shall forward a recommended community action plan to the Board of County Commissioners no later than June 1, 2022

Deliverables



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- Task Force conducted six regular meetings, bringing stakeholders and subject matter experts on homelessness and affordable housing together.
- The Task Force hosted three Public Engagement meetings to get public feedback on the issues of homelessness and housing instability. Over 100 members of the community participated in these meetings, including persons with “lived experience”.
- The Task Force authored a report to document the research and findings of the proceedings. This report is presented to the BOCC with this presentation.



Discussions in the Task Force meetings with members of the public made it clear that the first issue that needs to be addressed is sustainable funding.

Secure Sustainable Funding

The Task Force finds It is imperative for both governmental and private agencies to secure a sustainable source of funding to house those experiencing homelessness and housing instability.

In all three jurisdictions, there is limited local, state and federal funding available to serve the needs of those experiencing housing instability and homelessness. St. Lucie County has secured a small amount of funding to create and operate the Housing Hub Program and the Veterans Village Project, but the limited amount of funding prevents these projects from growing to meet the needs of the larger population.

Findings



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The Point in Time count conducted on 1/31/2022 identified a total of 287 individuals as literally homeless in St. Lucie County. It identified 1,246 households who reported that they are sharing housing or “couch surfing”

Develop Shelters

The Task Force finds that there is a lack of shelter capacity in St. Lucie County. There is a critical need for shelters, especially for families and single females.

There are no shelters for families or unaccompanied females in St. Lucie County. The Housing Hub Program provides only 25 shelter beds for unaccompanied males. The Task Force learned that the only inclement weather shelter in the county is at risk of being shut down. This lack of shelter capacity is limiting the quality of services our community can provide to those experiencing homelessness.

Findings



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St. Lucie County has seen unprecedented growth which continues to result in higher priced housing, and places a strain on the already limited affordable housing market.

Create Affordable Housing

The Force Task finds It is imperative for governmental, non-governmental agencies and the business community to partner to create more affordable housing options in St. Lucie County

With rents increasing in 2021 by 43%, low-income households are being priced out of their rental properties. **Households with lower incomes and those on fixed income are disproportionately impacted.** Governmental and non-government agencies do not have the necessary resources to adequately serve the growing population of people experiencing housing instability.

Findings



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The demographics of those experiencing homelessness and housing instability in St. Lucie County are changing. As rents increase at a greater rate than incomes and cost of living adjustments of Social Security and other benefits, most older/disabled residents are no longer able to afford rental properties.

Prioritize Target Populations

For those experiencing homelessness and housing instability; elderly/disabled, displaced families, single adult women and street homeless should be prioritized

The Task Force identified the following four target populations for prioritization:

- Elderly/Disabled – Fixed Income
- Displaced Families – Low Income
- Single Adult Women – Very Low Income
- Street Homeless – Low or No Income

Recommendations



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Recommendation #1

The Task Force recommends that the *Home Together Homelessness Strategic Plan* be updated to reflect the findings of this Task Force, to include the priority focus areas:

- Identifying Sustainable Funding
- Developing Shelter Capacity
- Creating Affordable Housing
- Prioritizing Target Populations



Recommendations



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COMMUNITY HOMELESSNESS TASK FORCE

Recommendation #2

The Task Force recommends that the Homeless Advisory Committee as defined in the *Home Together Homelessness Strategic Plan* be **INCREASED** in size to **NINE** members, to include an elected official from each of the municipalities in St. Lucie County.



Recommendations



ONESTLUCIE
COMMUNITY HOMELESSNESS TASK FORCE

Recommendation #3

The Task Force recommends that the St. Lucie County Board of County Commissioners, the City of Fort Pierce City Commission and the Port St. Lucie City Council ADOPT and IMPLEMENT the *Home Together Homelessness Strategic Plan as amended*.





- Review changes to ***Home Together Homeless Strategic Plan*** and approve.
- Adopt a resolution to create the Homeless Advisory Committee as defined by the ***Home Together Homeless Strategic Plan***.

The Nine Member Committee's Responsibilities are:

- Review progress of St. Lucie County Ten-Year Plan to End Homelessness.
- Foster and promote cooperation between government and non-government stakeholders.
- Provide a focal point for the needs and factors impacting those experiencing homelessness.



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COMMUNITY HOMELESSNESS TASK FORCE

Task Force Report

Presented to St. Lucie County Board of County Commissioners

June 1, 2022



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1.0 Executive Summary

During the work of the **ONE St. Lucie Community Homelessness Task Force** there were four areas that the Members recognized as common themes. Based upon the combination of service provider and public input the Task Force recommends the following areas for prioritization as the community works to end homelessness and housing instability.

The first area of concern is **FUNDING** for programs to assist those experiencing homelessness. In St. Lucie County and the municipalities of City of Fort Pierce and City of Port St. Lucie there is limited local, state and federal funding available to serve the needs of those experiencing homelessness. Working collaboratively with government and non-governmental agencies, the Task Force recommends a focused and concerted effort to identify a sustainable source of funding to create and maintain programs for those experiencing homelessness.

The second area of concern is the lack of **SHELTER** capacity in St. Lucie County. The Task Force learned that there are no shelters for families and unaccompanied females in St. Lucie County. The Task Force recommends that government and non-governmental agencies work to address this lack of shelter capacity to better serve those experiencing homelessness.

The third area of concern is the lack of **AFFORDABLE HOUSING** in St. Lucie County. The Task Force learned that there is a crisis in low-income housing in St. Lucie County. The Task Force recommends that government and non-government agencies work to address the lack of affordable housing to better serve those experiencing housing instability.

The fourth area of concern is the lack of focus on **TARGET POPULATIONS** in St. Lucie County. The Task Force learned that demographics of those experiencing homelessness and housing instability are changing. The Task Force recommends that government and non-government agencies focus on the following four populations:

- 1) Elderly/Disabled – Fixed Income
- 2) Displaced Families – Low Income
- 3) Single Adult Women – Very Low Income
- 4) Street Homeless – No Income

The Task Force recommends that the Home Together Homelessness Strategic Plan incorporate the changes recommended by this body. With these changes the Task Force recommends that St. Lucie County Board of County Commissioners, the City of Fort Pierce City Commission and the City of Port St. Lucie adopt the strategy outlined in the plan.



2.0 Introduction

On November 2, 2021, the St. Lucie County Board of County Commissioners approved a resolution (RESOLUTION NO. 21-396) to create the “ONE St. Lucie Community Homelessness Task Force.”

“The purpose of the ONE St Lucie Community Homelessness Task Force is to develop actionable strategies to prevent, reduce and end chronic individual homelessness – specifically to develop a path forward to achieve a functional end to individual homelessness throughout St. Lucie County.”

The ONE St. Lucie Community Homelessness Task Force is comprised of the following individuals:

Category	Primary Selection
1. Treasure Coast Homeless Services Council representative	Louise Hubbard, TCHSC
2. Representative with experience in job training, self-sufficiency, and workforce development	Sam Patterson, CareerSource
3. Representative from a medical provider that provides direct services to the homeless population	Lisa Hatch, CEO, Hands Clinic
4. St. Lucie County Board of County Commissioners Member	Commissioner Townsend
5. City of Port Saint Lucie City Council Member	Councilman Anthony Bonna
6. City of Fort Pierce City Commission Member	Commissioner Arnold S. Gaines
7. Mental Health and Substance Abuse professional with experience working with homeless population	Michelle Topnick, New Horizon
8. Member with life experience of homelessness	Norma Hammond
9. Representative from a non-profit agency with experience in assisting with homelessness issues	Pastor Hazel Hoylman, Image of Christ
10. Representative from the St. Lucie County Sheriff's Office	Captain Stephen Sigmon
11. Representative from the 19th Judicial Circuit	County Judge Jeffrey Hendricks
12. Representative from the School Board of St. Lucie County	Kylee Fuhr, School Board Homelessness Liaison
13. Representative from the Business Community	Susan De Onofrio, Scott Citrus Management



3.0 Responsibilities of the ONE St. Lucie Community Homelessness Task Force

- A. Explore and evaluate the issues and needs in St. Lucie County relative to homelessness
- B. Understand the systems currently in place to address these issues and identify major gaps
- C. Review and provide recommendations on the draft “***Home Together Homelessness Strategic Plan***”
- D. Review approaches to investment and sustain efforts to address homelessness in the County
- E. Review and provide recommendations on transitional housing plans within St. Lucie County
- F. Identify both short-term and long-term proposal for community action – by non-governmental service providers, county and city governments, other governmental agencies, the business community, residents and others – acting individually or in partnership – to address the issue of homelessness in St. Lucie County
- G. The Task Force shall forward a recommended community action plan to the Board of County Commissioners no later than June 1, 2022



4.0 Deliverables

Task A – Explore and evaluate the issues and needs in St. Lucie County relative to homelessness

The ONE St. Lucie Community Homelessness Task Force conducted six regular scheduled meetings and hosted three Public Engagement Workshops. In addition to the Task Force Members over 100 individuals participated in the Regular Meetings and the Public Engagement Workshops.

The Public Engagement Workshops provided the public an opportunity to share their concerns and ideas regarding homelessness in St. Lucie County. These workshops were held in three different locations; The Fenn Center, BOCC Chambers and the Community Center in Port St. Lucie. See **Attachment B** for a list of attendees of each workshop and for the summary notes of each workshop.

Task B – Understand the systems currently in place to address these issues and identify major gaps

During the course of the Regular Meetings the Task Force invited a variety of stakeholders to educate the Task Force Members. The presentations included:

TCHSC – Continuum of Care and Point in Time 2022
Veterans Village
Blue Sky Apartment Project in Ft. Pierce
TCSHC – Housing Hub Project
211 HelpLine – Phone Services

Task C – Review and provide recommendations on the draft “*Home Together Homelessness Strategic Plan*”

The Task Force reviewed the Home Together Homelessness Strategic Plan and provided recommendations. Those recommendations are in the “Recommendations” section of this document.

Task D – Review approaches to investment and sustain efforts to address homelessness in the County

The Task Force received feedback from service providers and governmental agencies regarding the current state of funding for homeless services and affordable housing



initiatives. The result of this information led the Task Force to create the list of priorities listed later in this plan.

Task E – Review and provide recommendations on transitional housing plans within St. Lucie County

St. Lucie County Community Services provided an overview of current plans; Veterans Village, Blue Sky Communities and the public/private partnership with Habitat for Humanity in Lakewood Park. The Task Force forwarded a positive recommendation of the Veterans Village Project to the BOCC. During this discussion it was also noted that there are no plans for Homeless Shelters or for more aggressive development of affordable Housing. The Task Force included this as it created the list of priorities listed later in this plan.

Task F – Identify both short-term and long-term proposals for community action – by nongovernmental service providers, county and city governments, other government agencies, the business community, residents and others – acting individually or in partnership – to address the issue of homelessness in St. Lucie County.

The Task Force recommends that a committee be permanently established by the St. Lucie County BOCC, City of Fort Pierce City Commission and City of Port St. Lucie City Council to provide coordination and planning guidance for local governments, nongovernmental service providers and the community at large for the issue of homelessness and housing instability.

Task G – The Task Force shall forward a recommended community action plan to the Board of County Commissioners no later than June 1, 2022

This document will fulfill this task.



5.0 Methodology

The Task Force held six scheduled meetings during the course of the charter. The purpose of these meetings was to provide the Members with the opportunity to share their knowledge of homelessness and housing instability with each other. During the course of these meetings stakeholders were invited to attend to expand the conversation and provide additional insight to the group discussions. These meetings were open to the public and many members of the community joined, with some sharing their thoughts and experiences.

Early in the process, it was agreed to conduct Public Engagement Workshops throughout the county. The purpose of these workshops was to provide the Members of the Task Force the opportunity to hear directly from the community. Three Public Engagement Workshops were conducted, see **Attachment B** for notes from these meetings and lists of attendance.



6.0 Findings

During the work of the **ONE St. Lucie Community Homelessness Task Force** there were four areas that the Members recognized as common themes. Based upon the combination of service provider and public input the Task Force recommends the following areas for prioritization as the community works to end homelessness and housing instability.

The first area of concern is **FUNDING** for programs to assist those experiencing homelessness. In St. Lucie County and the municipalities of City of Fort Pierce and City of Port St. Lucie there is limited local, state and federal funding available to serve the needs of those experiencing homelessness. St. Lucie County has secured a small amount of funding to create and operate the Housing Hub Program and the Veterans Village Project, but the limited amount of funding prevents the projects from growing to serve a larger population. Working collaboratively with government and non-governmental agencies, the Task Force recommends a focused and concerted effort to identify a sustainable source of funding to create and maintain programs for those experiencing homelessness.

The second area of concern is the lack of **SHELTER** capacity in St. Lucie County. The Task Force learned that there are no shelters for families and unaccompanied females in St. Lucie County. The Housing Hub Program provides limited shelter beds for unaccompanied males that meet the criteria for the program. The Task Force also learned that the only current inclement weather shelter is at risk of being forced to shut down operations. The Task Force recommends that government and non-governmental agencies work to address this lack of shelter capacity to better serve those experiencing homelessness.

The third area of concern is the lack of **AFFORDABLE HOUSING** in St. Lucie County. The Task Force learned that there is a crisis in low-income housing in St. Lucie County. The Point in Time Count showed that there were 663 households in the county who were sharing housing or “couch surfing.” With rents increasing in 2021 by 43%, low-income households are being priced out of their rental properties. The Task Force recommends that government and non-government agencies work to address the lack of affordable housing to better serve those experiencing housing instability.



The fourth area of concern is the lack of focus on **TARGET POPULATIONS** in St. Lucie County. The Task Force learned that demographics of those experiencing homelessness and housing instability in St. Lucie County are changing. For example, as rents increase at a greater rate than cost of living adjustments of Social Security beneficiaries, older/disabled residents are no able to afford rental properties. The Task Force recommends that government and non-government agencies focus on the following four populations:

- 1) Elderly/Disabled – Fixed Income
- 2) Displaced Families – Low Income
- 3) Single Adult Women – Very Low Income
- 4) Street Homeless – No Income



7.0 Target Populations

Based upon feedback from service providers, governmental agencies and the general public, the following are the target populations for homelessness and housing instability.



Elderly/Disabled – FIXED INCOME



Displaced Families – LOW INCOME



Single Adult Female – VERY LOW INCOME



Street Homeless – NO INCOME

“Dozens of multifamily housing developments have been approved that could bring thousands more rental units to the market this year. However, many of those complexes are “luxury” apartments instead of affordable housing.”

TCPalm 5/3/22



7.1 Target Populations - Elderly/Disabled – FIXED INCOME

Narrative:

Husband and wife retire to Florida in 2000, purchase a mobile home and rent a lot at a mobile home community. They have lived modestly, but comfortably on their Social Security and retirement savings. In their late seventies, they have outlived their planned retirement savings and depend solely on Social Security for their monthly expenses. The lot rent at their mobile home community has been affordable until recently, the most recent annual lease renewal increased their monthly rent from \$500 to \$750. At their current fixed income, this increase will bring their housing expense to more than half of their monthly income. Due to the age of their mobile home, it is not possible to safely transport it to another mobile home community. This mobile home badly needs repairs that the couple cannot afford to make. They are not able to afford rent, utilities, food and transportation expenses. They will not be able to find an affordable housing at their income level.

Demographics:

Number of Adults in Household: 2

Ages of Household: 77 years old and 78 years old

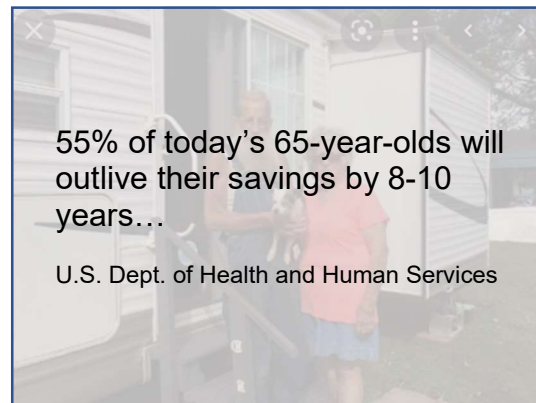
St. Lucie County Resident: 22 years

Family Members in St. Lucie County: No

Household Income: \$16,800/annual

Percentage of Average Median Income:

Below 30% AMI



Needs:

- 1) Lack of inventory of affordable housing
- 2) Lack of funding for subsidized rent
- 3) As inflation increases there will be a greater number of people outliving their retirement
- 4) Barriers to overcome:
 - a. Poor credit
 - b. Pets in the household
 - c. Difficulty with transportation



7.2 Target Populations - Family with Children – LOW INCOME

Narrative:

Family of two adults and three children. Both adults work full time, one works at a fast-food restaurant making \$11/hr the other is a house cleaner making \$100/week. The household's yearly income is \$25,920 before taxes, which places them below 30% of area median income. They have lived in the same rental apartment for 5 years. They pay \$1,200/mo in rent, which represents 55% of their take home pay. When their lease expired, the landlord decided to sell the property and gave them a 30 Notice of Non-Renewal. There are very few rental properties on the market. They have applied for several and were turned down due to credit issues. When their lease expires, they have no place to live.

Demographics:

Number of Adults in Household: 2

Number of Children in Household: 3

Ages of Household: 33, 34, 10, 8, 5

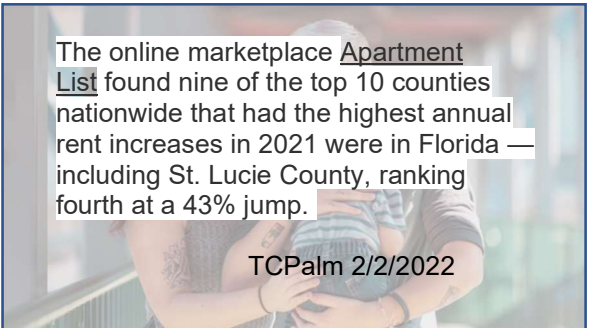
St. Lucie County Resident: All household members were born in SLC

Family Members in St. Lucie County: Yes

Household Income: \$25,920/annual

Percentage of Average Median Income:

Below 30% AMI



The online marketplace [Apartment List](#) found nine of the top 10 counties nationwide that had the highest annual rent increases in 2021 were in Florida — including St. Lucie County, ranking fourth at a 43% jump.

TCPalm 2/2/2022

Needs:

- 1) Lack of shelters for families with children
- 2) Lack of funding for case management
 - a. These demographic needs support navigating available services
- 3) Lack of inventory of affordable housing
- 4) Lack of funding for subsidized rent
- 5) Increases in rental prices is making it very difficult for households with multiple children to find housing with enough space to safely live with their family
- 6) Barriers to overcome:
 - a. Poor credit
 - b. Landlords discourage households with large number of children
 - c. Cost of moving a household with children is high



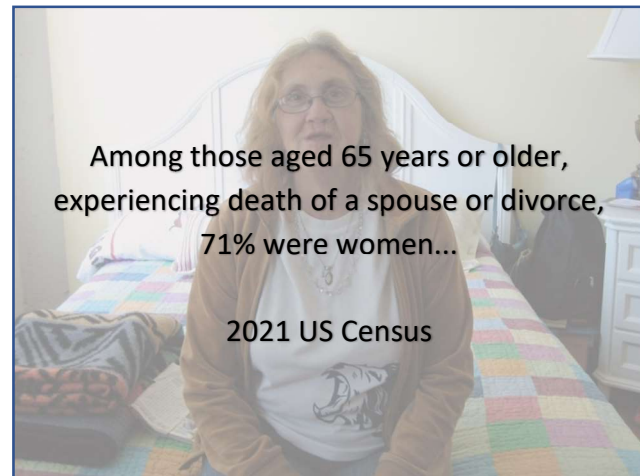
7.3 Target Populations – Single Adult Female – VERY LOW INCOME

Narrative:

Widowed woman, 64 years old. Moved to St. Lucie County in 2002 with her husband. The couple lived on a joint Social Security income of \$2,400/mo . This year the husband died, and his \$1,700/mo income ended. This left the surviving spouse with \$700/mo in SSA income. She was able to stay in the rental unit for an additional 6 month by using savings to pay the rent. When the lease ended, she could not afford the rent. She was able to stay with a friend for a couple of months until the friend's landlord asked for her to leave. She has not been able to find a living arrangement that her income can support.

Demographics:

Number of Adults in Household: 1
Number of Children in Household: 0
Ages of Household: 64
St. Lucie County Resident: 20 years
Family Members in St. Lucie County: No
Household Income: \$8,400/annual
Percentage of Average Median Income: Below 30%
AMI



Needs:

- 1) Lack of shelters for un-accompanied women
- 2) Lack of funding for case management
 - a. These demographic needs support navigating available services
- 3) Lack of inventory of affordable housing
- 4) Lack of funding for subsidized rent
- 5) Death of supporting family member and geriatric divorce is creating housing instability and homelessness for more women than ever before
- 6) Barriers to overcome:
 - a. Poor credit
 - b. Lack of income makes self-sufficiency difficult



7.4 Target Populations - Street Homeless – NO INCOME

Narrative:

Chronic homelessness is used to describe people who have experienced homelessness for at least a year – or repeatedly – while struggling with a disabling condition such as serious mental illness, substance use disorder or physical disability. Once they become homeless – regardless of what immediately caused them to lose their housing – it is difficult for them to get back into housing, causing them to face long and repeated episodes of homelessness.



Demographics:

The P.I.T. 2022 Survey found 308 persons experiencing Street Homelessness

Households with children:

Households = 19
Persons = 67
Adults = 21
Children = 46
Female = 40
Male = 27

Households without children:

Households = 225
Persons = 233
Female = 68 (see note below)
Male = 164
Transgender = 1

NOTE: 63 of the females counted in this number are single women experiencing Street Homelessness

Challenges to Serve:

- 1) Lack of Emergency Shelter for Men and Women
- 2) Lack of funding for case management
- 3) Lack of inventory of affordable housing
- 4) Lack of funding for subsidized rent
- 5) Lack of funding for supportive services (e.g., mental health, substance abuse, etc.)
- 6) Difficult barriers to overcome:
 - a. Mental health



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- b. Substance abuse
- c. Criminal records
- d. Sex Offenders
- e. Poor or non-existent credit
- f. Behavioral issues that make residential living problematic



8.0 Recommendations

In accordance with Task G of Resolution No. 21-396, “*The Task Force shall forward a recommended community action plan to the Board of County Commissioners no later than June 1, 2022,*” the Task Force has prepared this Report to fulfill that task.

During the course of research, public comment and deliberation the Task Force has defined four areas of priority to address the growing issue of homelessness and housing instability.

These Priority Areas are:

- 1.1. **Funding** – Identification of sustainable funding for use in St. Lucie County to prevent homelessness and decrease housing instability.
- 1.2. **Shelters** – Development of a plan to increase the capacity of temporary shelters for those experiencing homelessness.
- 1.3. **Affordable Housing** – Organized effort to create affordable housing capacity in St. Lucie County to serve those experiencing housing instability.
- 1.4. **Target Populations** – Focus the coordinated efforts of governmental and non-governmental agencies on the most underserved populations in St. Lucie County.

Recommendation

The Task Force recommends that the *Home Together Homelessness Strategic Plan* be updated to reflect the current conditions in St. Lucie County and the Findings of this Task Force. Attachment A contains the detailed recommendations.

Recommendation

The Task Force recommends that the Homeless Advisory Committee as defined in the *Home Together Homeless Strategic Plan* be expanded to nine members, with three of the members being elected officials from the municipalities of City of Fort Pierce, City of Port St. Lucie and St. Lucie County.



With the above recommendations on May 13, 2022, the Task Force voted unanimously to endorse the Home Together Strategic Plan to the Board of County Commissioners, and urge implementation of the milestones contained within.

Furthermore, on May 13, 2022, the Task Force voted unanimously to endorse the *Home Together Homeless Strategic Plan* to the City of Fort Pierce City Commission and the City of Port St. Lucie City Council and urge their participation.



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Attachment A

Recommended Changes to the Home Together Homeless Strategic Plan



The following are the recommended updates to the Home Together Homeless Strategic Plan:

- A. The “Homelessness Fact Sheet for St. Lucie County” shown on page 4 of the Plan is not up to date. It is recommended to change – update data to reflect “**Point in Time Count**” from January 31, 2022. See below:



HOMELESSNESS FACT SHEET FOR ST. LUCIE COUNTY

These numbers represent the number of sheltered or unsheltered literally homeless individuals in St. Lucie County. These numbers are based on those individuals seeking or receiving services or interviewed in camp sites, feeding sites, and other locations on one single day. An additional 1246 households were sharing housing or “couch surfing” and were not counted in these totals.

Total Homeless Individuals			
	January 26, 2021	January 31, 2022	Difference
Adults	246	254	+8
Children	41	54	+13
Total	287	308	+21
<u>Veteran Status</u>			
<i>(self-reported & not verified during the PIT count)</i>			
Veterans	21	20	(1)

2022 Sheltered & Unsheltered			
	Sheltered	Unsheltered	Total
Adults	0	254	254
Children	8	46	54
Total	8	300	308

Agencies Providing Data

Unsheltered

St. Lucie County Community Services, New Horizons, Sarah’s Kitchen, In the Image of Christ, St. Lucie County School District, SLC Veteran Services, Angels of Hope Outreach, Ft Pierce Police Department, LAHIA, Career Source

Sheltered

Wave Crest



B. The “Housing Hub Pilot Program” shown on page 5 and pages 11-13 of the Plan is not up to date. It is recommended to update data to reflect Housing Hub Program performance from March 2021 to March 2022. See below:

Housing Hub Service Summary

	Feb Jun 2021	Jul Sep 2021	Oct Dec 2021	Jan Mar 2022	Total
Eviction Diversion	45	93	101	67	306
St. Lucie – ESG-Rental Assistance	124	79	238	246	687
<i>Benefits Applications and Documentation Support</i> <i>SOAR Services started May 1, 2021</i>					
Social Security App.	11	46	54	51	162
Documentation Services (DMV, SSA Card, etc)	13	50	63	61	187
SNAP/EBT App.	7	23	37	39	106
Medical Service Referral	4	25	39	40	108

Slide 3 of 4

Housing Hub Residential Program

	Feb Jun 2021	Jul Sep 2021	Oct Dec 2021	Jan Mar 2022	Total
Applications	43	30	29	24	126
Accepted	28	27	26	24	105
Successful Exit	16	13	11	10	50
Unsuccessful Exit	15	14	11	12	52

Slide 4 of 4



C. The “Our Shared County Goals” shown on page 8 of the Plan. It is recommended to change the target populations to match the recommendations of the Task Force. See below:

- 1) Elderly/Disabled – Fixed Income
- 2) Displaced Families – Low Income
- 3) Single Adult Women – Very Low Income
- 4) Street Homeless – No Income

D. The “GOALS” timeline shown on page 9 of the Plan. It is recommended to change the start date to the second half of 2022.

E. The composition of the Homeless Advisory Committee is listed on page 3 of the Plan. It is recommended that the composition of the Committee be increased to nine members, and include an elected official from each jurisdiction (St. Lucie County, City of Fort Pierce and City of Port St. Lucie).



ONESTLUCIE
COMMUNITY HOMELESSNESS TASK FORCE

Attachment B

Public Engagement Workshops

Meeting Notes & Attendance Lists



Consolidated Notes from Public Engagement Workshops

Gaps in Service

Better coordination between non-profits and governmental agencies. Need consistent funding source.

- ï HUD does not provide funding for shelters
- ï It is up to the local governments and non-profits to meet the need
- ï Non-profits (faith based) often have selection criteria that limits clients who can be served
- ï Sales Tax to fund projects
- ï Contact Palm Beach County and Broward
- ï PBC just lost their shelter, it went bankrupt – Lewis Center
- ï Sales Tax – WPB has beverage tax and parking meters revenue ear-marked for homeless
- ï Bed Tax

At Risk Populations - Prioritization

The Salvation Army is seeing more single women as homeless (40 yo and above).

PIT shows increase this year in this category.

Group felt passionate about Families with children and single accompanied

women Families with children are important.

Young adults aging out of the system

Catch newly homeless as they enter homelessness

DisADVANTAGE & Advantage Ride through Transportation to solve the needs of young people participating in the YPD program

Is there anything being done to create affordable housing?

Follow the money - Prioritization

There are no beds in SLC



Closing of the mental health in-patient facilities took away the beds and supervision for those suffering mental health issues increases risks for homelessness for them

Law Enforcement are often not adequately equipped to deal with MH issues, increase LEO training and recurrent training

State of Florida is #44 in the US for care for mental health for residents SNAP not keeping up with inflation

The Salvation Army is seeing an Increase in demand of food pantry services

In the Image of Christ also sees an Increase in demand for food pantry services

With increased rent costs, households on a fixed income have to choose to pay for medication or food Utilities or food.

Political Boundaries

COFP and COPSL are State entitlement recipients.

SLC Does not receive entitlements, SLC has to apply competitively to the state of FL.

What SLC is doing:

- ï Blue Sky 187 units of affordable rental units
 - o SLC gave the land to the developer
 - o State SHIP assisted
- ï NSP 14 homes for affordable
- ï 2.5 acres for 10 units through Habitat for Humanity
- ï Veterans Village Edwards Rd and Oleander Ave – Veterans homeless housing
 - o Phase 1 – Men – 8 Units
 - o Phase 2 – Women – 8-10 Units
 - o Phase 3 – General Population – 8-10 units
- ï Florida Housing Office website for affordable housing

What COFP is doing-

- ï Working to use COFP owned properties to create workforce affordable housing
- ï Working with developers
- ï Utilizing SHIP for first time home buyers

SHIP is a doc stamp tax that is allocated for housing programs Grants have specific rules for how the funds are distributed



State level Representatives

St Lucie County is represented by 4 different State of Florida Congressional Districts: House

District 54 – Representative Erin Grall

House District 55 – Representative Kaylee Tuck

House District 83 – Representative Toby Overdorf

House District 84 – Representative Dana Trabulsky

COSA Member List – See attached presentation for the list of COSA members

SLC School District – Kids usually 1500 households “couch surfing”

Households that are “couch surfing” in PIT 2022 – 1246 households reported by the SCL School District. We

want to prevent sexual abuse and abuse of children, if not prevented it is a cycle that continues.

Parents are not wanting to rock the boat, if they are couch surfing. It puts children at risk for abuse if they are in unstable housing with other adults.

HUD does not pay for shelter

Rapid Rehousing is less expensive than shelters or transitional housing

Move the family into sustainable housing as quickly as possible

There are agencies that are funded for mental health and domestic abuse programs are not providing the services. They are not held accountable.

Suggestion to reach out to private donors

The math doesn't work for the traditional affordable housing programs.

Explore alternate strategies for the economy



Public Workshop Attendees

Fenn Center
2000 Virginia Ave, Fort Pierce, FL 34982 March 3, 2022
6:00 pm – 8:00 pm

Attendee Name	Organization
Cathy Townsend	County Commissioner, District No. 5
Anthony Bonna	City of Port St. Lucie, Council Member
Jeffrey Hendricks	19 th Judicial Circuit, County Judge
Arnold S. Gaines	City of Fort Pierce City, Commission Member
Louise Hubbard	Treasure Coast Homeless Services Council, Executive Director
Hazel Hoylman	In the Image of Christ, Pastor
Lisa Hatch	HANDS Clinic, Chief Executive Officer
Michelle Topnick	New Horizon, Program Manager St. Lucie County
Sam Patterson	CareSource, Employment Network Coordinator
Kylee Fuhr	School Board of St. Lucie County, Homelessness Liaison
Stephen Sigmon	St. Lucie County Sheriff's Office, Captain
Susan De Onofrio	Scott Citrus Management
Norma Hammond	St. Lucie County Resident
Diana Wesloski	St. Lucie County, Director of Community Services
Caroline Valentin	St. Lucie County, Assistant County Attorney
Bruce Cady	Treasure Coast Homeless Services Council
Rozanne Brown	CareBag Inc.
Kim Tolbert	The Salvation Army
Mike Stephenski	Individual
Cynthia Poitier	FI Dept of Health Services
Kathryn Hensley	CareBag Inc/HANDS
Carl Hensley	The Salvation Army
Bruce Alsop	REACH Church
Janet Alsop	REACH Church
Jessica Parrish	United Way of SLC & Okeechobee
Leanne Watson	The Fort Pierce Housing Authority



Public Workshop Attendees (cont)

Attendee Name	Organization
Cassandra Otten	Kilmer Library Branch
Michael Marsh	Team Success Empower
Michele Fortin	Quest for Recovery Network
Karen Casliea	21 Harbor
Walter Washington	RiteLife
Karen Wallace	Homeless
Luis Castle	4 Jesus Outreach
Hoyt Murphy	Realtor/Landlord
Shayla Thomas	His Diamonds Touch
Heather Stock	Gulfstream Goodwill
Jen Bales	Individual
Olivia McKay	TC Palm
Anita Cocoves	FPPD
Jenn Johnson	St. Lucie Library
Cathie Mouring	Graceway Village
Harry Gardner	Quest 4 Recovery Network
Carol Roberts	UF/IFAS Extension St. Lucie
Ruth Mosley	His Diamonds Touch
Naomi Mosley	His Diamonds Touch
Felicia Franklin Forbes	Because We Love Lincoln Park
Iola Mosley	Florida Rural Legal
Stephanie Heidt	Treasure Coast Regional Planning Council
Mary Mercado	Hope for Families Center
Mary Simmons	Gleaning for Hidden Treasures
Beth Berkow	Individual
April Patterson	CareerSource
John Fasanello	FPPD
Damian Spoto	FPPD
Jermey Gable	TCHSC
Gina Campala	Individual
Daniel Rutherford	Individual
Wanda Felix	Team Success Empower
Dr. Pinkie Hedley	NewLife Changing
Betty Bradwell	Individual



Public Workshop Attendees

St. Lucie BOCC Chambers
2300 Virginia Ave, Fort Pierce, FL 34982 April 7, 2022
6:00 pm – 8:00 pm

Attendee Name	Organization
Jeffrey Hendricks	19 th Judicial Circuit, County Judge
Louise Hubbard	Treasure Coast Homeless Services Council, Executive Director
Hazel Hoylman	In the Image of Christ, Pastor
Kylee Fuhr	School Board of St. Lucie County, Homelessness Liaison
Audria Moore-Wells	City of Fort Pierce – For Commissioner Gaines
Diana Wesloski	St. Lucie County, Director of Community Services
Caroline Valentin	St. Lucie County, Assistant County Attorney
Bruce Cady	Treasure Coast Homeless Services Council
Zaneida Wills	The Salvation Army
Cody Gonzalez	The Salvation Army
Jennifer Amaro	The Salvation Army
Deborah Bowersock	Concerned Resident
Michael Cabral	Concerned Resident
Carlene Stangle	Concerned Resident



Public Workshop Attendees

City of Port St. Lucie – Community Center 2195 S.E.
Airoso Blvd., Port St. Lucie, FL 34984

April 18, 2022
6:00 pm – 8:00 pm

Attendee Name	Organization
Cathy Townsend	St. Lucie County Commissioner
Jeffrey Hendricks	19 th Judicial Circuit, County Judge
Anthony Bonna	City of Port St. Lucie Councilman
Louise Hubbard	Treasure Coast Homeless Services Council, Executive Director
Kylee Fuhr	School Board of St. Lucie County, Homelessness Liaison
Lisa Hatch	HANDS Clinic, CEO
Audria Moore-Wells	City of Fort Pierce – For Commissioner Gaines
Caroline Valentin	St. Lucie County, Assistant County Attorney
Bruce Cady	Treasure Coast Homeless Services Council
Stephnie Heidt	Treasure Coast Regional Planning Council
Mike Lubeck	City of Port St. Lucie – Neighborhood Services
Alessandra Tasca	City of Port St. Lucie – Neighborhood Services
Cathie Mouring	Graceway Village
Raven McGray	CC Kids
Larry Leet	PSL Council – Candidate
Martha Hornsky	Concerned Citizen
Susan Ketterer	Concerned Citizen
Phillip Buja	Concerned Citizen
Jamie Lee Fuller	Concerned Citizen
Awten Colon	Concerned Citizen
Giulliana Tello	City of Port St. Lucie
Elizabeth Nudd	Concerned Citizen
Pastor Bill Street	TAC
Michael Dyson	Concerned Citizen



Attachment C

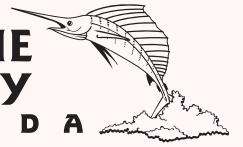
Community Volunteer List



VOLUNTEERS FOR SUB-COMMITTEES

- ï Bruce Alsup – REACH Church – Loaves and Fishes Food Outreach
- ï Betty Bradwell – Comm. Housing Authority
- ï Rozanne Brown – CareBag Inc.
- ï KeAndrea Davis – Florida Rural Legal Services, Inc.
- ï Felicia Franklin Forbes – Because We Love Lincoln Park, Inc.
- ï Jermey Gable – Camp Haven/SLC Housing Hub
- ï Jenn Johnson – SLC Library
- ï Michele Fortin – Quest 4 Recovery Network, Inc.
- ï Iola Mosley – Florida Rural Legal Services, Inc.
- ï Ruth Molsey – His Diamonds Touch
- ï Carol Roberts – UF/IFAS Extension St. Lucie
- ï Shayla Thomas – His Diamonds Touch/New Horizons FACT Team
- ï Walter Washington - RiteLife

ST. LUCIE
COUNTY
FLORIDA



HOME TOGETHER

HOMELESSNESS STRATEGIC PLAN

THE PLAN:

FISCAL YEARS 2021-2024

To end homelessness, St. Lucie County will need to implement a systemic response that ensures homelessness is prevented whenever possible or, if it cannot be prevented, it is a rare, brief, and non-recurring experience. The development of such capacity cannot be achieved by any one level of government, or by any one sector alone. It requires the investment of time, effort, and financial resources by federal, state, and local, public, and private partners, working together in close collaboration with mutually agreed upon goals and priorities.

This plan focuses on identifying and describing some essential first step strategies that will help St. Lucie County in collaboration with all its public and private partners to build effective, lasting systems for addressing homelessness in St. Lucie County, for now and for the future.

The plan also seeks to serve as a road map for St. Lucie County, municipalities, and private partnerships to focus on meaningful efforts that will support their own strategic plans and strengthen their efforts to meet local needs so that meaningful work with public, private partnerships can reach a common goal of putting an end to homelessness now and in the future for all of St. Lucie County.

Our philosophy and proposed strategy to embark on the path to a successful end to homelessness for St. Lucie County is based on the following basic principles which were initially developed by HUD as a strategic plan to end homelessness and have come to be supported by multiple state, local and national programs, city and county associations and private partners who are dedicated to the goal of successfully ending homelessness in our own communities.

1. Ensure Homelessness is a Rare Experience

- a. Continue collaboration and expansion of the Housing HUB program
- b. Increase capacity of the Housing HUB model for women, and families.
- c. Continue to request funding from all sources for temporary emergency housing.
- d. Define Current state of St. Lucie County Housing needs
- e. Continue to build momentum behind common St. Lucie County visions to address homelessness.
- f. Drive implementation of cost-effective solutions

2. Ensure Homelessness is a Brief Experience

- a. Continue to press for Affordable Housing Advisory Committees recommendations to be adopted by appropriate boards.
- b. Work with all Affordable Housing Finance Board to promote with Tax Credit multi-family project.
- c. Quantify the need for Housing and Services in St. Lucie County

3. Ensure Homelessness is a one-time Experience.

- a. Continue to support rapid rehousing/VASH programs/ Home Tenant based rental program/SHIP rental programs.
- b. Create legal shelter and other housing options for individuals and families who do not have access to traditional shelter in the CoC

4. Sustain an End to Homelessness

- a. Encourage a local government to provide an impact fee credit for affordable housing.
- b. Encourage development of low-income housing by working with the Economic Development Board
- c. Purchase and/or Rehabilitate Dilapidated Housing in the community to rehouse persons living in substandard housing.
- d. Work with local Veterans group to participate in raising awareness and secure additional funding from the Veterans Assistance Center
- e. Adopt an approved Homeless Advisory Committee to plan for future needs.
- f. Plan for an annual presentation to the Board of County Commissioners of outcomes/challenges/progresses to be used to review and make future revisions to the Plan.

Homeless Count- Focus 2021

The majority of persons counted during this year's Point in Time (PIT) Count were single, unaccompanied white males. There were three times as many white males as black males. The number of homeless women increased from 26 to 40 from the prior year's count.

The PIT data, driven by federal and state, and local actions through public and private partnerships is reflected in 2021 Point in Time Homeless Count.

St. Lucie County's plan is to enhance coordinated homelessness services which quickly identify persons who need assistance and attempts to link them to the appropriate supports that will result in stable housing in the community.

Help St. Lucie County to coordinate and align activities, policies, and priorities among and between local governments, local interagency working groups, councils, and other interested bodies, in a way that drives progress.

Establish a Homeless Advisory Committee

- ▶ St. Lucie County Board of County Commissioners will establish a Homeless Advisory Committee. The Committee will be established with specific duties, goals, and objectives in place and will provide to the Board at minimum an annual report.
- ▶ The Committee goals and objectives will align with the adopted Strategic Plan.

The Committee will be made up of elected officials, community partners, community stakeholders, mental health providers, human services manager, and city elected officials, or designees and persons with "lived" experience.

Homeless Advisory Committee

- ▶ Ensure Homelessness is a Rare Experience
- ▶ Update Homeless Counts- collecting, analyzing, and reporting high-quality, timely data on homelessness is essential for understanding who experience homelessness in the community at disproportionate rates and why.
- ▶ Work to build or enhance relationships with non-profits that engage unsheltered homeless individuals.
- ▶ Determine Scope and Adequacy of Services, understand and enumerate the size and scope of the problem in every community and municipality. In the county.
- ▶ Bring together areas of government that have typically operated in silos, reduce duplicative or contradictory activities, and ensure a most effective use of public resources. For example: programs funded by the Departments of Housing and Urban Development (HUD) and Veterans Affairs (VA) should have local increased coordination to provide better care and quicker access to permanent housing for Veteran's experience homelessness.
- ▶ Engage people with lived experience by becoming a member of the St. Lucie County Homeless Advisory Committee to ensure meaningful opportunities for providing expert advice and input.
- ▶ Define target population and Set priorities for services on an annual basis review point-in-time data to detect possible shifts in homeless target groups. On an annual basis review shelter facility and what they offer and to what population. Continue to search for partnerships and funding to increase or open new homeless shelters to populations that are non-served or underserved.
- ▶ Improve access to federally funded housing assistance by eliminating administrative barriers and encouraging prioritization, of people experiencing or most at risk of homelessness, including implementing the housing anti-discrimination and eviction protection providers covered in the Violence Against Women Act.
- ▶ Identify other resources and generate community and financial support to develop an expanded supply of safe and affordable rental homes through federal, state, and local efforts and investments.
- ▶ Work with St. Lucie County's Strategic Plan – the County has adopted a Strategic Plan which will help identify goals and quantitative benchmarks to assist in assessing the effectiveness of these goals and for determining if they have been achieved. This includes assisting municipalities that are working to adopt policies to expand overall housing supply and to project the scale of affordable housing units—including units that are affordable to people exiting homelessness and units that are accessible to persons with disabilities—needed to meet local demand on an ongoing basis.

Core Responsibilities

The Board's mission is the development of the Ten Year Plan to End Homelessness as conceived by HUD; "leading a collaborative planning process to design, execute, and evaluate programs, policies and practices to prevent and end homelessness."

The responsibilities of the Homeless Advisory Board are to assist the County in reaching its Ten-Year Plan to End Homelessness goals. These responsibilities include the following:

1. Review progress made in the County towards achieving the objectives identified in the Ten-Year Plan to End Homelessness and make recommendations to the Board of County Commissioners. The primary recommendations may include systematic changes, policy changes, and funding recommendations.
2. Foster and promote cooperation between governmental agencies, community-based non-governmental non-profit organizations and business interests in order to ensure the efficient and timely implementation of the Ten-Year Plan to End Homelessness.
3. Provide information regarding the needs and other factors affecting the smooth implementation of the Ten-Year Plan to End Homelessness within Palm Beach County.
4. Determine roadblocks affecting program implementation and recommend corrective measures to the Board of County Commissioners.

Seven Member Board

- ▶ Banker/Finance experience in affordable housing
- ▶ Social Worker/Case management-nonprofit
- ▶ Social Worker/Case management – government
- ▶ TCHSC
- ▶ PSL
- ▶ Fort Pierce
- ▶ Mental Health Worker

Five Appointments shall be made, one by each County Commissioners. Two appointments shall be at large and voted on by the Board of County Commissioners.

Help St. Lucie County to coordinate and align activities, policies, and priorities among and between local governments, local interagency working groups, councils, and other interested bodies, in a way that drives progress.



Many of the homeless are elderly. This is John who is 85 years old. He has chosen to be homeless for personal reasons. Each homeless person has their own story to tell.

HOMELESSNESS

FACT SHEET

FOR ST LUCIE COUNTY

These numbers represent the number of sheltered or unsheltered literally homeless individuals in St. Lucie County. The numbers are based on those individuals seeking or receiving services or interviewed in camp sites and other locations on one single day. **An additional 670 households were sdharing houding or “couch surfing” and were not counted in these totals.**

Agencies Providing Data

Unsheltered:

- **St Lucie County Community Services**
- **Mustard Seed**
- **New Horizons**
- **Sarah’s Kitchen**
- **In the Image of Christ**
- **St. Lucie County School District**
- **SC Veteran Services**
- **Angels of Hope**
- **Outreach**
- **Up Center**
- **Graceway Village**
- **Fort Pierce Police Department**
- **City of Fort Pierce CRA**
- **Public Defender**

Sheltered:

- **Adam’s Place**
- **Wave Crest**

TOTAL HOMELESS INDIVIDUALS

	January 19, 2019	January 22, 2020	Difference
ADULTS	486	372	(114)
CHILDREN	222	162	(60)
TOTAL	708	534	(174)

VETERAN DISABILITY STATUS

(self-reported and not verified during the pit count)

	January 19, 2019	January 22, 2020	Difference
ADULTS	486	372	(114)
CHILDREN	222	162	(60)
TOTAL	708	534	(174)

2020 SHELTERED & UNSHELTERED

	Sheltered	Unsheltered	Total
ADULTS	486	372	(114)
CHILDREN	222	162	(60)
TOTAL	708	534	(174)

HOUSING HUB

PILOT PROGRAM

An initial step in this targeted group strategy is the creation of a dual-purpose Housing HUB in the City of Fort Pierce.

The Housing HUB, formerly known as Adams Place, was reinvented in February of 2021, and has continued with the help of its partner agencies. The HUB serves a dual purpose as a co-located local resource center and a residential program for homeless men, with a preference for Veterans. The HUB provides 20 beds for single homeless males who will commit to working on transforming their lives. The program provides employment preparation, sober support groups, mental health assessment and referrals, opportunities to volunteer in the community and assistance in finding permanent housing. As of the end of March 2021, 4 residents, formerly from the street are gainfully employed and 2 have identified permanent housing. Reflected in Feb. March Housing HUB Chart

TARGET GROUP: VETERANS

St. Lucie County has recently made strides in focusing on the targeted group of homeless veterans. According to the PIT counts a small decrease has been noted. In 2020, 26 homeless veterans were counted as opposed to 21 in 2021. Housing has been identified and will be available in May 2021 to house at least six homeless Veterans using Veteran's Administration Supportive Housing Vouchers. St. Lucie County's partnership with the Treasure Coast Homeless Services Council has increased outreach to this target group which has resulted in permanent supportive housing for more than 76 homeless Veterans.

The County has plans to develop a Veterans' Center on county owned land, which will be an all-inclusive homeplace for Veterans to live in a likeminded community which is tailored to meet their unique needs and interests and will assure that they can remain comfortably and safely housed, for as long as they choose.

TARGET GROUP: STREET HOMELESS

Outreach to specific target populations of literally unsheltered street homeless, especially in the City of Ft. Pierce needs to include an attempt to engage the single unaccompanied homeless people who were counted on the night of the 2021 PIT count in ending their own homelessness.

Solutions should be tailored to individual needs, as resources allow. For example, homeless people who are employed have different needs from those who are not, like transportation to work, car insurance, and access to showers and clothing to continue to keep their jobs. People who cannot work, who are disabled who have not been able to navigate the system need access to health care, benefits and supportive housing options, including SSVF, VASH, Health Care and Permanent Supportive Housing.

Street Outreach on Camera

Camera interviews of individual homeless persons in encampments and on the street is Treasure Coast's Homeless Services Council's new approach to trying to resolve street homelessness. Asking the question "what do you need to get off the street?" Interviews are an attempt to humanize "the homeless". Thus far more than a dozen video shorts have been created by Angels of Hope Outreach ministries on behalf of the Council. The responses are widely varied but permanent solutions for two of the persons interviewed were secured in a short period of time because of the interview.

Directly identifying and connecting personally with as many street people as possible can lead to informed efforts to address the root causes of homelessness in this group and can generate support for innovative and collaborative permanent housing options for many people in this target population.

What the People Said They Needed

Benefits and Connectivity – Virtually all the requests were for someone who can work one on one with them to establish or reestablish entitlements and benefits. This includes the restoration of disability benefits that may have been lost or can be obtained with professional assistance and adequate cell phones and internet access.

Willing Landlords – Employed individuals with criminal backgrounds and poor credit have identified the need for personal advocacy with property managers and private landlords who will waive the limitations on history and credit to allow them to become housed.

Willing Employers - Unemployed individuals with criminal backgrounds and poor credit history have identified the need for personal advocacy with employers who are willing to "give them a second chance".

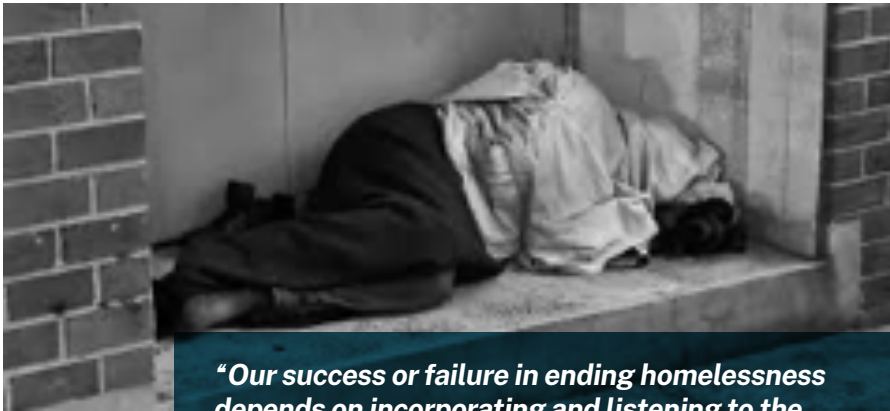
St. Lucie County will ensure the availability of at least one SOAR trained individual at the Housing HUB to work with street homeless.

The County will employ a landlord engagement ambassador equipped to offer financial and other supportive Incentives to landlords for "providing a second chance" in housing options. This should be an ongoing pilot program, as a small first step to improving access to housing and jobs. Reflected in Landlord Incentive Housing Survey Chart.



Dave is a navy veteran and homeless. He got laid off and is having a hard time finding a job because of his age. He is 62. He said he works on motorcycles and is a biker.

Beyond the critical work to make sure there is enough housing for everyone, we must also focus more attention on preventing people from falling into homelessness in the first place and on diverting people from entering emergency shelter if they have other stable options available. Following are critical steps in that process:



“Our success or failure in ending homelessness depends on incorporating and listening to the people we serve in a meaningful way.”

National Alliance to End Homelessness

1. The local Resource Center component of the Housing HUB should be expanded to allow it to provide a full range of information and referral assistance for prevention through permanent housing and financial assistance directly to landlords.
2. Direct assistance with direct linkages to community services should be made available at the Housing HUB by zoom call, phone call and in person with scheduled appointments. In addition to intake, information and referral, it should continue to be used for educational and informational training, volunteer participation in community activities, one on one help with applications and technology to facilitate applying for benefits, entitlements, and housing finding assistance.
3. Since employment is the key to continued sustainability in housing, the Housing Hub services should be expanded to incorporate a full component of job development, including job creation, seeking out employers who are willing to make concessions, small business who are “willing to take a chance”, brainstorming work opportunities which are good for the community. Some aspects of this model, currently successful on a small scale with Veterans, needs to be created and supported vigorously for all persons seeking services.
4. Repurpose efforts directed at employment preparation from low wage, no skilled, low paying jobs to focus on removing existing barriers to gainful employment and creation of new work opportunities, which in many cases may involve legal intervention, payment of old fines, retrieving licenses, etc.

5. Provide rent and move-in assistance to help with the costs associated with getting into housing. The amount and duration of this should be flexible, but at a minimum, it should be enough to help people secure a place to live.
6. Use the success of the Eviction Diversion program as a model to develop program of ongoing cooperation with the legal and judicial system in Circuit 19 to improve the housing stability of low- and moderate-income households.
7. Ongoing cooperation with the Ft. Pierce Public Housing Authority is paramount in the success of the Housing HUB. Our community partners are already working at the Housing HUB and are using best practices to create a coordinated response to preventing and ending homelessness. Many of them participate in a shared common database which allows for rapid review and assessment of individual needs and services. Many of them provide a valuable resource which is the key to success. The most notable critical partnerships in these efforts include:

- *In the Image of Christ,*
- *Mustard Seed Ministries,*
- *Salvation Army of SLC, Martin and Okeechobee*
- *The United Way of St. Lucie County*
- *St. Lucie County Veteran’s Services*
- *St. Lucie County Community Services*
- *Sarah’s Kitchen*
- *New Horizons of the Treasure Coast*
- *Angels of Hope Outreach Ministries*
- *City of Fort Pierce Public Housing Authority*



Most alarming is the fact that the St. Lucie County School District reported that there were 663 households in their database with school aged children who were living “doubled up”, which means they are sharing the household of another St.

Lucie County is committed to increasing affordable housing and is in the process of working with Blue Sky Communities to add 164 units of affordable housing on nine acres of county owned land. The development is targeted to families earning less than 60 percent of area median income (AMI), with 10 percent of the units set aside for families earning 35 percent AMI. The sturdy concrete block buildings will offer a mix of one bedroom, two-bedroom and three- bedroom units. Phase 1 is 82 units. Construction starts in 2021.

A 17-unit set-aside has been defined as 10% of the units for households at or below 35% of Area Median Income in each of the two phases of the development.

Extremely low-income renters must compete with all higher-income households for the limited number of rental homes affordable to them in the private market. In this case, this project will accommodate at least 17 extremely low-income families who make less than \$20,000 per year.

The remaining units are “targeted” for households earning less than 60% of AMI.

This project will accommodate approximately 147 households, who make less than \$32,000, per year.

Data from the National Low Income Housing Report” Out of Reach” indicates that 27 % of St. Lucie County’s population are renters. That equates to 30, 256 households who require at least \$23.31 per hour housing wage to afford a two-bedroom rental unit in St. Lucie County.

Currently, a two-bedroom rental is \$1,207.00 a month at fair market, and in many cases, much higher, in this market. That

means that to avoid a housing crisis, a household needs to make \$48, 290.00 per year to afford the two-bedroom rent. That translates to 108 hours per work week at the mean renter wage in St. Lucie County of \$15.09 per hour.

Further complicating this scenario is the fact that the top five industries which employ the highest number of workers in the county pay between \$9.75 and \$11.45 County will per hour, placing them at the low end of the equation.

St. Lucie County will continue to pursue other housing options to prevent imminent homelessness, due to the disparity between incomes and housing wage and attempt to develop “sized to scale” affordable housing projects like the Blue-Sky Development to address the need for affordable housing for the target population of low to moderate income renters who are currently experiencing unstable housing, are “doubled up” or are facing eviction.

Housing should be pursued on any county properties or on any other properties which can be acquired at fair market appraisal from existing municipalities or private ownership for use as affordable housing options, with an emphasis on smaller lots for quadplexes, tri-plexes or duplexes.

The County should revisit the latest recommendations made to the Board of County Commissioners by the St. Lucie County’s Affordable Housing Advisory Committee, especially waiving impact fees, small lot zoning and density bonuses.

The Housing Committee should consider which AHAC recommendations could be implemented in the immediate future, either on a pilot or more long-term basis, to facilitate the development of new affordable housing in the community and will report those recommendations to the Board of County Commissioners before the end of the fiscal year for considerations for possible replication.

St. Lucie will continue efforts to partner with developers using tax credits and financing through Florida Housing Finance Corporation and St. Lucie County Housing Finance Authority to underwrite bonds for financing of multi-family unit rentals to assist in adding affordable units to the county.

ST. LUCIE COUNTY'S

PATH HOME

St. Lucie County has made a first step in addressing this challenge with the Housing HUB pilot program, the multi family unit partnership with Blue Sky Development/Florida Housing Finance Corporation, and the plan for a Veteran's Assistance Center.

While our initial progress is promising, we also have an urgent need for strategies to address our shared county goals. St. Lucie County is committed to achieving these shared goals as a county.

OUR SHARED COUNTY GOALS with municipalities/other stockholders within St. Lucie County

- To end homelessness among Veterans
- To end chronic homelessness among people with disabilities
- To end homelessness among unaccompanied youth
- To end homelessness among all other individuals

Achieving these shared goals as a County will not be possible through county government efforts, alone –it will require strategic focus, effort, and investments from both the public and the private sectors and across all levels of jurisdictions.

Achieving these goals as a County means achieving them in all communities of St. Lucie County. Communities that are also diverse—in their demographics, in their needs, in their geographic characteristics, in their progress and in their resources, in their infrastructure, in their housing markets, and in many other ways.

St. Lucie County will continue to work with the Homeless Advisory Committee with Treasure Coast Homeless Services Council CoC, and with other contributing entities in every municipality of the county to further the goals of increasing affordable housing, tailored to local neighborhood conditions which connects people experience homelessness to housing assistance and services tailored to their unique needs and strengths to help them achieve and maintain stable housing.





GOALS

Goal

Timeframe

1. Establish a Homeless Advisory Committee
2021/2022

2021-2022

2. St. Lucie County will ensure the availability of at least one SOAR trained individual at the Housing HUB to work with street homeless.

2022

3. The County will employ landlord engagement ambassador equipped to offer financial and other supportive Incentives to landlords for “providing a second chance” in housing options. This should be an ongoing pilot program, as a small first step to improving access to housing and jobs. Reflected in Landlord Incentive Housing Survey Chart.

2022

4. Revisit Plan with updates and present to the Board.

BIENNIAL

5. Annual meetings with the cities.

ONGOING

Exhibits:

- Exhibit 1:** Landlord Incentive Program Housing Survey for St. Lucie County
Exhibit 2: Housing Hub Project Update; Feb, Mar & Apr 2021
Exhibit 3: Homeless Advisory Committee
Exhibit 4: AHAC Report

LANDLORD INCENTIVE PROGRAM HOUSING SURVEY FOR ST. LUCIE COUNTY

Which housing program(s) do you currently accept at your property/properties? (Check all that apply.)

- Permanent Supportive Housing
- Housing Choice Vouchers (Section 8)
- Supportive Services for Veteran Families (SSVF)
- Other (Please specify)
- None
- Rapid Rehousing
- HUD-VASH

Your Name:

Phone: ()

Your Email:

Property Address:

Possible Incentives

1) SIGNING BONUSES

If the program offered you one-month's rent "signing bonus" for leasing units to our households, would you be more likely to participate in this program? YES NO

If a one-month's rent "signing bonus" would not incentivize you to accept a household, how many month's rent would get you to "Yes"? _____ Months

2) RISK MITIGATION

Our housing programs are eligible for risk mitigation funds to cover unpaid tenant rent and other move-out charges, including reasonable damages and vacancy loss up to one month of rent. Do these funds make you more likely to participate in the program? YES NO

3) OTHER INCENTIVES

What other program incentive or feature, financial or otherwise, would convince you to accept households recommended by our programs? YES NO

POSSIBLE CONCESSIONS

REVISED REQUIREMENTS

In exchange for a "signing bonus" and risk mitigation funding for move-out charges, would you consider reducing screening requirements for household income for our program participants? (Example: Not requiring new applicants with our rental assistance to have a certain income level.) YES NO

In exchange for a "signing bonus" and risk mitigation funding for move-out charges, would you consider reducing screening requirements for recent evictions for participants? (Example: Allowing recent evictions for non-payment)? YES NO

In exchange for a "signing bonus" and risk mitigation funding for move-out charges, would you consider alternative screening requirements for criminal backgrounds for participants? (Example: Evaluating criminal backgrounds on a case-by-case basis and considering circumstances, including support from case management agencies)? YES NO

In exchange for a "signing bonus," would you allow the program to reserve units at your property through a "holding" agreement for up to 14 days? YES NO

Is there anything else that you would like for the program and its partners to consider related to other or additional landlord incentives or other housing program features?

Would you be interested in serving on a Landlord Advisory Council to assist in informing our housing program operations? YES NO

ST. LUCIE COMMUNITY HOUSING HUB

PROJECT
STATUS
2021



Treasure Coast Homeless
Services Council, Inc.

www.TCHelpSpot.org

772 . 567 . 7790

HOUSING HUB SUMMARY

	February 2021	March 2021	April 2021
Telephone Calls	24	41	45
Walk-In Inquiries	8	22	31
Documentation Help	14	18	21
Shelter Referral	13	8	15
TCHSC Referral	11	14	13

HOUSING HUB NOTABLE ACCOMPLISHMENTS

FEBRUARY 2021

- ▶ Collaborated with CareerSource
- ▶ All residents received personalized counselling
- ▶ Veteran Resident received job placement assistance
- ▶ Restarted Eviction Diversion Program Served 12 Clients with documentation
- ▶ Collaborated with In the Image of Christ
- ▶ Assisted 8 Clients with referral to Housing Assistance Programs
- ▶ Conducted a class for staff on available housing assistance programs in SLC

MARCH 2021

- ▶ Collaborated with IRSC
- ▶ Hosted an informational meeting for Residents
- ▶ Hosted an information meeting for In the Image of Christ
- ▶ Collaborated with Health Department
- ▶ Received 10 referrals for Housing Assistance
- ▶ Processed 46 Eviction Diversion Cases
- ▶ Provided documentation support for 18 Clients

APRIL 2021

- ▶ Collaborated with Agency for Persons with Disabilities
- ▶ Processed 27 Housing Assistance Applications
- ▶ Eviction Diversion
- ▶ Other housing assistance programs
- ▶ Started servicing Clients from Port Saint Lucie;
- ▶ 8 Clients served
- ▶ Contracted with agency to provide SOAR assistance

HOUSEHOLDS SERVED
21

HOUSEHOLDS SERVED
54

HOUSEHOLDS SERVED
56

MEN'S SHELTER SUMMARY

	February 2021	March 2021	April 2021
Applications Received	13	5	7
Interviews <i>(w/ background check & drug test)</i>	13	5	7
Psych. In-Take Assessment	9	4	5
Accepted in Program	7	2	5
Successful Program Exit	2	2	1
Unsuccessful Program Exit	2	2	1
Average Occupancy	5	4	9

MEN'S SHELTER NOTABLE ACCOMPLISHMENTS

FEBRUARY 2021

- Collaborated with In the Image of Christ
 - Residents attend NA meetings weekly
 - Residents volunteer at facility in free time
- Established Personal Development Training
 - Self Esteem
 - Personal Finance
 - Job Search Skills
- Aetna provided class on health care options (Medicaid, Medicare, Free Services in SLC)

MARCH 2021

- Obtained Homeless Exemption for a resident to start vocational course at IRSC - Entertainment Venue Program
- Hosted meeting for all residents with IRSC- Dr.Nall
- Started Resident Support Group meeting every Saturday
- Partnered with Alcoholics Anonymous for weekly Resident AA meeting - Tuesday evenings
- Received donation of equipment for a Gym for Residents. Classes available for all Residents.
- Started an Art Therapy class for Residents
- Collaborated with HireQuest Direct for Resident employment

APRIL 2021

- All residents obtained/kept full time employment
- One resident saved money to purchase a car
- Veteran resident applied for VA Medical Benefits
- Collaborated with Natalie's Juice Company for employment opportunities, 1 resident hired

7
RESIDENTS SERVED

6
RESIDENTS SERVED

9
RESIDENTS SERVED

CONTINUUM OF CARE MEMBERS & PARTNERS

The Continuum of Care is a community wide collaborative group which meets regularly to plan and work together to quickly address housing issues for all populations, and to provide supportive services to keep people housed and healthy. CoC Members and collaborative partners provide a wide range of additional resources, from services to funding, to prevent and end homelessness, together, whenever we can.

211 Palm Beach/Treasure Coast, Inc.	John's Island Foundation
Angels of Hope Ministries, Inc.	Love and Hope in Action
Adam's Place	Martin County Health and Human Services
Camp Haven, Inc.	Martin County School District
Children's Home Society, Inc.	Mary's Shelter Treasure Coast
Christ by the Sea United Methodist Church	MISS, Inc.
City of Fort Pierce Housing Authority	Mustard Seed Ministries, Inc.
City of Fort Pierce Police Department	New Horizons of the Treasure Coast, Inc.
Community Church of Vero Beach	Public Defender, 19th Circuit
Department of Health - Indian River County	Roseland United Methodist Church
Department of Health - St. Lucie County	Safespace, Inc.
Every Dream has a Price, Inc.	Salvation Army of Indian River County
ELC of Indian River, Martin and Okeechobee Counties	Salvation Army of Martin County
Early Learning Coalition of St. Lucie County	Salvation Army of St. Lucie County
Economic Opportunities Council	Samaritan Center - Catholic Charities
Fellsmere Community Enrichment Program, Inc.	Sarah's Kitchen
First Presbyterian Church	Southeast Florida Behavioral Health Network
Florida Department of Children and Families	St. Augustine of Canterbury
Florida Rural Legal Services	St. Helens Catholic Church
Graceway Village, Inc.	St. Lucie County Community Services
Grand Harbor Missions Board	St. Lucie County School District
Habitat for Humanity	St. Lucie County St. Vincent DePaul
Holy Cross Catholic Church	St. Lucie County Veteran Services
Hope for Families Center	Temple Beth Shalom -Vero Beach
House of Hope, Inc.	The Source, Inc.
HUD/VASH -West Palm VA Medical Center	Treasure Coast Community Health
Indian River County Health and Human Services	United Against Poverty of Indian River County
Indian River County School District	United Against Poverty of St. Lucie County
Indian River County Sheriff's Department	United Way of Indian River County
Indian River County Veteran Services	Vietnam Veterans of Indian River County
John's Island Community Services League	

IF YOUR NAME IS NOT ON THE LIST, WE WOULD LOVE TO HAVE YOUR PARTICIPATION!!!!

ST. LUCIE COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE

2017 INCENTIVES
REVIEW &
RECOMMENDATION
REPORT

APPROVED BY THE AFFORDABLE
HOUSING ADVISORY COMMITTEE AT A
PUBLIC HEARING ON NOVEMBER 2, 2017

ACCEPTED BY THE BOARD OF COUNTY
COMMISSIONERS NOVEMBER 7, 2017

RESOLUTION NO. 2017-252

I. BACKGROUND INFORMATION

The St. Lucie County Affordable Housing Advisory Committee (AHAC) was established as required pursuant to Section 420.9072, Florida Statutes and formed by passing of Ordinance No. 08-023. The Affordable Housing Advisory Committee shall submit a report to the Board of County Commissioners every three years on or before December 1st beginning December 2008 that includes recommendations, evaluations, implementation of affordable housing in the following specific areas:

1. The processing of approvals of development orders or permits, as defined in Sections 163.3164 (7) and (8), Florida Statutes, for affordable housing projects is expedited to a greater degree than other projects;
2. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing;
3. The allowance of flexibility in densities for affordable housing;
4. The reservation of infrastructure capacity for housing for very-low income persons, low income persons, and moderate-income persons;
5. The allowance of affordable accessory residential units in residential zoning districts;
6. The reduction of parking and setback requirements for affordable housing;
7. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing;
8. The modification of street requirements for affordable housing;
9. The establishment of a process by which the County considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing;
10. The preparation of a printed inventory of locally owned public lands suitable for affordable housing;
11. The support of development near transportation hubs and major employment centers and mixed-use developments.
12. Meetings of the Affordable Housing Advisory Committee were held on the following dates:
 - August 1, 2017
 - August 15, 2017
 - August 29, 2017

I. PUBLIC HEARING

The report was presented at a public hearing on November 2, 2017.

III. INCENTIVES AND RECOMMENDATIONS

Incentive 1:

The processing of approvals of development orders or permits, as defined in Sections 163.3164(7) and (8), Florida Statutes, for affordable housing projects is expedited to a greater degree than other projects.

REVIEW SYNOPSIS:

Goals, Objectives and Policies regarding affordable housing and housing in general may be found in the County's Comprehensive Plan Housing Element. There are no Goals, Objectives or Policies that specifically address the expedition of the review, approval and/or permitting of affordable housing projects. The addition of language, in the form of an objective or policy, regarding the expedition of the approval of affordable housing projects would be best suited in the Housing Element of the Comprehensive Plan.

The County's Land Development Code makes no mention of affordable housing in definition, zoning, use or expedition of review or approval of such developments. Chapter XI, Administration and Enforcement, deals with the procedures required for obtaining development orders (any order granting, denying authorization, or granting with conditions an application for a development permit) and certain types of permits. Chapter XII, Decision Making and Administrative Bodies, defines the respective commissions, boards and agencies and all matters related to their charge. Any modifications of review and approval procedures to expedite affordable housing projects would be best suited to Chapter XI. Consideration of the modification of duties and powers with respect to the expedition of affordable housing permitting could be considered for the appropriate board (BOCC) and/or Local Planning Agency (Planning and Zoning Commission).

2008 Recommendation: Specific policies and objectives regarding expedition of permits and development approvals should be added to the Housing Element of the Comprehensive Plan along with the addition of modifications in respect to expediting affordable housing to the Land Development Code Chapter XII, Decision Making and Administrative Bodies.

2008 Board Action: March 9, 2010, Resolution 10-060 was passed directing the St. Lucie County building official to expedite the review of all building permit applications for County funded affordable housing projects. A stamp has been created to mark plans as affordable housing projects so that they are easily identified by the building department.

2011 Recommendation: At this time the Committee does not have additional recommendations for this incentive.

2011 Board Action: None

2014 Recommendation: At this time the Committee does not have additional recommendations for this incentive.

2014 Board Action: None

2017 Recommendation: At this time, the committee has no further recommendation for this incentive.

2017 Board Action: TBD

Incentive 2:

Consider the modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

REVIEW SYNOPSIS:

Goals, Objectives and Policies regarding affordable housing and housing in general may be found in the County's Comprehensive Plan Housing Element. The following objectives and policies do seem to address the issue of fee waivers and alternative methods of fee payment, albeit not specifically.

Objective 5.1.3 by 2003, the Land Development Regulations shall clearly define incentives to facilitate public and private sector cooperation.

Policy 5.1.3.1 The County will continue to review ordinances, codes, regulations and the permitting process for the purpose of identifying excessive requirements, and amending or adding other requirements in order to maintain or increase private sector participation in meeting the housing needs, while continuing to insure the health, welfare and safety of the residents.

Policy 5.1.3.2 The County shall continue to support incentives including fast track processing to proposed housing developments.

Policy 5.1.3.4 By December 31, 2003, the Land Development Regulations shall provide private sector and nonprofit organizations incentives for the provision of affordable housing, including density bonuses.

The addition of specific language, in the form of an objective or policy, regarding the reduction or waiver of fees and alternative methods of fee payment for affordable housing may be considered. The County's Land Development Code makes no mention of reduction or waiver of fees and alternative methods of fee payment for affordable housing. Any modifications of review and approval procedures to expedite affordable housing projects would be best suited to Chapter XI Administration and Enforcement and Chapter XII Decision Making and Administrative Bodies.

Further, the County is currently in the process of assessing its impact fees and consideration of including the above may be appropriate.

2008 Recommendation: Specific language should be added to the Comprehensive Plan, in the form of an objective or policy, regarding the reduction, waiver or deferral of fees and alternative methods of fee payment for affordable housing.

2008 Board Action: The recommendation was reviewed by the board on January 27, 2009. No further action was taken by the board.

2011 Recommendation: Due to the current economic climate and constraints on the County budget, the Committee members do not have any recommendations for this incentive. When the economic climate improves, this incentive may be revisited.

2011 Board Action: None

2014 Recommendation: At this time the Committee does not have additional recommendations for this incentive.

2014 Board Action: None

2017 Recommendation: The Committee recommends the BOCC support changes to the State law regarding the collection of impact fees for affordable housing. Additionally, the committee recommends the BOCC direct staff to explore local options to fund the cost of impact fees for affordable housing.

2017 Board Action: TBD

Incentive 3:

Allow flexibility in densities for affordable housing.

REVIEW SYNOPSIS:

The Housing Element of the Comprehensive Plan does contain language that could be construed to include the allowance of flexibility in densities. Witness the following examples:

Policy 5.1.1.2 The County shall continue to permit high density residential development in Planned Mixed Use Development projects.

Objective 5.1.2 In order to facilitate the development of industries (industrial and commercial) providing numerous positions, the County shall encourage the development of housing conducive to the attraction of these new industries and which have been identified as a need within St. Lucie County.

Objective 5.1.3 by 2003, the Land Development Regulations shall clearly define incentives to facilitate public and private sector cooperation.

Policy 5.1.3.1 The County will continue to review ordinances, codes, regulations and the permitting process for the purpose of identifying excessive requirements, and amending or adding other requirements in order to maintain or increase private sector participation in meeting the housing needs, while continuing to insure the health, welfare and safety of the residents.

There appear to be no other Goals, Objectives or Policies in any of the other Elements of the Comprehensive Plan addressing the issue of flexibility in densities for affordable housing. Future modifications to nearly all the Elements, such as Land Use, Transportation, Potable Water/Solid Waste/Drainage/Sanitary Sewer Sub-Elements, may be considered in that the issue of density ought to be considered comprehensively.

The Land Development Code also does not address, specifically, allowances for flexibility in densities for affordable housing. However, there are a number of chapters and their respective sections that either consider or could be modified to better consider density flexibility regarding affordable housing. They include, however are not necessarily limited to Chapter III Zoning Districts (Residential Multi-Family districts, Planned Development and Planned Mixed Use Development), Chapter VII Development Design and Improvement Standards (Sections 7.01.00 Planned Unit Development, 7.03.00 Planned Mixed Use Development, 7.04.00 Area, Yard, Height, and Open Space Requirements). Such modification considerations, with respect to density must also take into consideration transportation issues (reference Section 7.05.00 Transportation Systems) and parking (reference Section 7.06.00 Off-Street Parking and Loading).

2008 Recommendation: Specific language should be added to the Land Development Code which would better address density flexibility for affordable housing.

2008 Board Action: The recommendation was reviewed by the board on January 27, 2009. No further action was taken by the board.

2011 Recommendation: Due to the current economic climate, the Committee members do not have any recommendations for this incentive. When the economic climate improves, this incentive may be revisited.

2011 Board Action: None

2014 Recommendation: The Committee would like to request that the BOCC direct the Planning and Development Services Department to add language to the Comprehensive Plan that residential development for affordable housing may receive a density bonus not to exceed 15% of the density permitted by the applicable zoning district.

2014 Board Action: None

2017 Recommendation: The Committee recommends the BOCC direct staff to explore an allowance of a density bonus for workforce housing permitted for development located within one-half (1/2) mile radius of a rail station, multimodal transit center or transit stop.

2017 Board Action: TBD

Incentive 4:

The reservation of infrastructure capacity for housing for very-low income persons, low income persons, and moderate-income persons.

REVIEW SYNOPSIS:

The Housing Element of the Comprehensive Plan does contain language that could be construed to include the reservation of infrastructure. The following goal (shown) and the subsequent objectives and policies that follow appear to address this issue:

GOAL 5.2: TO PROVIDE AN ADEQUATE MIX OF SAFE AND SANITARY HOUSING WHICH MEETS THE NEEDS OF EXISTING AND FUTURE ST. LUCIE COUNTY RESIDENTS.

Future modifications to the Elements, such as Land Use, Transportation, Potable Water/Solid Waste/Drainage/Sanitary Sewer Sub-Elements, may be considered in that the issue of capacity ought to be considered comprehensively.

The Land Development Code also does not address, specifically, the reservation of infrastructure capacity for affordable housing. Modifications regarding the reservation of infrastructure capacity for affordable housing appear to be limited to Chapter VII Development Design and Improvement Standards.

2008 Recommendation: To better plan for higher density land uses that can better accommodate affordable housing, develop specific language in the Comprehensive Plan for land use designations that will serve affordable housing infrastructure requirements such as utilities and transportation.

2008 Board Action: The recommendation was reviewed by the board on January 27, 2009. No further action was taken by the board.

2011 Recommendation: Due to the current economic climate, the Committee members do not have any recommendations for this incentive. When the economic climate improves, this incentive may be revisited.

2011 Board Action: None

2014 Recommendation: At this time the Committee does not have additional recommendations for this incentive. The Committee requests direction from the BOCC on how and if to proceed with working towards Goal 5.2 above.

2014 Board Action: None

2017 Recommendation: At this time, the Committee has no further recommendations for this incentive.

2017 Board Action: TBD

Incentive 5:

The allowance of affordable accessory residential units in residential zoning districts.

REVIEW SYNOPSIS:

There appear to be no Goals, Objectives or Policies in any of the Elements of the Comprehensive Plan that specifically address the allowance of affordable accessory units. Arguably, some of the goals, policies and objectives language is broad enough that such standards would be appropriate for inclusion in the Land Development Code.

The Residential Zoning Districts (Chapter III Zoning Districts) could be modified to include such accessory units. Chapter VII Development Design and Improvement Standards, Section 7.04.00 Area, Yard, Height, and Open Space Requirements and Chapter VIII Accessory and Temporary Structures and Uses would also need to be reviewed.

2008 Recommendation: Specific language should be added to both the Comprehensive Plan and the Land Development Code. Comprehensive Plan language would include additions to the Future Land Use and Housing Elements with regard to accessory structures. Specific language to the Land Development Code would include additions to Zoning Districts and to Development Design and Improvement Standards with respect to accessory structures and area, yard, height and open space requirements. Accessory structures would be considered in districts where best feasible or appropriate.

2008 Board Action: The recommendation was reviewed by the board on January 27, 2009. No further action was taken by the board.

2011 Recommendation: Due to the current economic climate, the Committee members do not have any recommendations for this incentive. When the economic climate improves, this incentive may be revisited.

2011 Board Action: None

2014 Recommendation: The Committee recommends that the 2014 recommendation mirror the 2008 recommendation. The Committee requests direction from the BOCC on how and if to proceed with Incentive 5.

2014 Board Action: None

2017 Recommendation: The Committee recommends the BOCC direct staff to explore a text amendment to the land development code to allow accessory dwelling units no larger than 50% of the main residence, where deemed appropriate.

2017 Board Action: TBD

Incentive 6:

Reduce parking and setback requirements for affordable housing.

Review Synopsis:

Again, there appear to be no Goals, Objectives or Policies in any of Elements of the Comprehensive Plan that specifically address the allowance of affordable accessory

units. However, some of the goals, policies and objectives language is broad enough that such standards would be appropriate for inclusion in the Land Development Code.

Land Development Code Chapters and Section to be reviewed for modification with respect to the reduction of parking and setback requirements would include, but not necessarily be limited to Chapter VII Development Design and Improvement Standards, Section 7.04.00 Area, Yard, Height, and Open Space Requirements and Section 7.06.00 Off-Street Parking and Loading.

2008 Recommendation: Specific language should be added to the Land Development Code Development Design and Improvement Standards and Off Street Parking and Loading requirements with respect to parking and setback requirements.

2008 Board Action: The recommendation was reviewed by the board on January 27, 2009. No further action was taken by the board.

2011 Recommendation: Due to the current economic climate, the Committee members do not have any recommendations for this incentive. When the economic climate improves, this incentive may be revisited.

2011 Board Action: None

2014 Recommendation: At this time the Committee does not have additional recommendations for this incentive.

2014 Board Action: None

2017 Recommendation: The Committee recommends to the BOCC that developers of new affordable housing developments who are looking for a reduction of parking and setback requirements have the opportunity to submit a traffic study in order to determine whether a reduction is feasible. Any costs for the study would be at the developer's expense.

2017 Board Action: TBD

Incentive 7:

The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

REVIEW SYNOPSIS:

Also here, there appear to be no Goals, Objectives or Policies in any of Elements of the Comprehensive Plan that specifically address the allowance of affordable accessory units. However, some of the goals, policies and objectives language is broad enough that such standards would be appropriate for inclusion in the Land Development Code.

Land Development Code Chapters and Section to be reviewed for modification with respect to the reduction of parking and setback requirements would include, but not necessarily be limited to the Residential Zoning Districts (Chapter III Zoning Districts) could be modified to include such flexibility. Chapter VII Development Design and Improvement Standards, Section 7.04.00 Area, Yard, Height, and Open Space Requirements. Sections 7.01.00 Planned Unit Development, 7.03.00 Planned Mixed Use Development, also found in Chapter VII should be considered as well.

2008 Recommendation: Specific language should be added to both the Comprehensive Plan and the Land Development Code. Comprehensive Plan language would

include additions to the Future Land Use and Housing Elements with regard to zero-lot-line configuration. Specific language to the Land Development Code would include additions to Zoning Districts and to Development Design and Improvement Standards with respect to accessory structures and area, yard, height and open space requirements. Zero-lot-line type uses and configurations would be considered in districts where best feasible or appropriate.

2008 Board Action: The recommendation was reviewed by the board on January 27, 2009. No further action was taken by the board.

2011 Recommendation: Due to the current economic climate, the Committee members do not have any recommendations for this incentive. When the economic climate improves, this incentive may be revisited.

2011 Board Action: None

2014 Recommendation: At this time the Committee does not have additional recommendations for this incentive.

2014 Board Action: None

2017 Recommendation: At this time, the Committee has no further recommendations for this incentive.

2017 Board Action: TBD

Incentive 8:

The modification of street requirements for affordable housing.

REVIEW SYNOPSIS:

There appear to be no Goals, Objectives or Policies in any Elements of the Comprehensive Plan that specifically address street requirements for affordable housing. Arguably, some of the goals, policies and objectives language is broad enough that such standards would be appropriate for inclusion in the Land Development Code.

Land Development Code Chapters and Section to be reviewed for modification with respect to street requirements would include, but not necessarily be limited to Chapter VII Development Design and Improvement Standards and Section 7.06.00 Off-Street Parking and Loading.

2008 Recommendation: Work with County Engineering to review and modify, where feasible, street and parking circulation cross-section requirements for affordable housing development.

2008 Board Action: The recommendation was reviewed by the board on January 27, 2009. No further action was taken by the board.

2011 Recommendation: To take into the consideration the Urbanized Concept Transit Network when developing affordable housing, with the idea that those seeking affordable housing may also be seeking affordable transportation.

2011 Board Action: None

2014 Recommendation: The Committee recommends that current and future public transportation be taken into consideration when developing affordable housing.

2014 Board Action: TBD

2017 Recommendation: The Committee recommends to the BOCC that the 2017 recommendation mirror that of 2008; Work with County Engineering to review and modify, where feasible, street and parking circulation cross-section requirements for affordable housing development.

2017 Board Action: TBD

Incentive 9:

Establish a process by which the County considers, before adoption of any policy, procedure, ordinance, regulation, or plan a provision that prevents any increase the cost of housing.

REVIEW SYNOPSIS:

Goals, Objectives and Policies regarding affordable housing and housing in general may be found in the County's Comprehensive Plan Housing Element. The following objectives and policies may be interpreted to provide for the establishment of a process by which the County could consider, before adoption, policies, procedures, ordinances, regulations or plan provisions that increase the cost of housing.

Objective 5.1.3: By 2003, the Land Development Regulations shall clearly define incentives to facilitate public and private sector corporations.

Policy 5.1.3.1: The County will continue to review ordinances, codes, regulations and the permitting process for the purpose of identifying excessive requirements, and amending or adding other requirements in order to maintain or increase private sector participation in meeting the housing needs, while continuing to insure the health, welfare and safety of the residents.

Policy 5.1.3.2: The County shall continue to support incentives including fast track processing to proposed housing developments.

Policy 5.1.3.4: By December 31, 2003, the Land Development Regulations shall provide private sector and nonprofit organizations incentives for the provision of affordable housing, including density bonuses.

The addition of specific language, in the form of an objective or policy, regarding the above, for affordable housing, may be considered.

2008 Recommendation: Work with County Attorney's office to develop a process and/or procedure by which any increase in the cost of housing be considered before the adoption of any policy, procedure, ordinance, regulation, or plan, provision that prevents any increase in the cost of affordable housing.

2008 Board Action: The recommendation was reviewed by the board on January 27, 2009. No further action was taken by the board.

2011 Recommendation: The contact information of the Affordable Housing Advisory Committee members will be made available to Planning and Zoning Department for notification of public meetings that discuss items that may increase the cost of affordable housing.

2011 Board Action: None

2014 Recommendation: The Committee has no additional recommendation for this incentive and feels that the current process allows for proper public input for changes that may affect affordable housing.

2014 Board Action: None

2017 Recommendation: The Committee recommends that the BOCC direct staff to create a formal notification process to notify affordable housing stakeholders before adoption of any policy, procedure, ordinance, regulation, or plan a provision that prevents any increase the cost of housing.

2017 Board Action: TBD

Incentive 10:

Preparation a printed inventory of locally owned public lands suitable for affordable housing.

REVIEW SYNOPSIS:

The following objective and policies do address, somewhat, the inventory of locally owned public lands for affordable housing:

Objective 5.2.5. Sites suitable for low and moderate-income housing shall be maintained in the County to meet the current and projected population needs.

Policy 5.2.5.1 The County shall maintain or increase the amount of vacant land currently designated on the Future Land Use Map as Residential High (RH) in order to reduce land costs for low and moderate income housing. At least annually the plan shall be amended to add RH designated acreage comparable to the amount that has been developed during the previous year.

Policy 5.2.5.2 The County shall maintain at a minimum 25% surplus of vacant land designated for high and/or medium density residential use on the Future Land Use Map and inside the Urban Service Boundary, in order that an adequate choice of sites for housing is available at all times. At least annually the plan shall be amended to provide for the surplus.

Additional specific language, in the form of an objective or policy, regarding the above, may be considered.

2008 Recommendation: Follow the recommendations outlined in the County's Affordable Housing Strategy which includes developing an inventory of publicly owned lands suitable for affordable housing.

2008 Board Action: The recommendation was reviewed by the board on January 27, 2009. No further action was taken by the board.

2011 Recommendation: Due to the current economic climate and the existing housing stock available in the County, the Committee members do not have any recommendations for this incentive. When the economic climate improves, this incentive may be revisited.

2011 Board Action: None

2014 Recommendation: The Committee recommends that the County continue its current process in accordance with Florida Statute 125.379, which requires local governments to identify locally owned public land suitable for affordable housing.

2014 Board Action: None

2017 Recommendation: At this time, the Committee has no further recommendations for this incentive.

2017 Board Action: TBD

Incentive 11:

Support development near transportation hubs, major employment centers and mixed-use developments.

REVIEW SYNOPSIS:

The Comprehensive Plan provides several objectives and policies that seem to address the support of development near transportation hubs and major employment centers and mixed-use developments. Though not specific, through modification or addition of goals, objectives or policies that are more specific, this area may be better addressed. The following are currently found in the Plan:

Policy 5.1.1.2 The County shall continue to permit high density residential development in Planned Mixed Use Development projects.

Objective 5.1.2 In order to facilitate the development of industries (industrial and commercial) providing numerous positions, the County shall encourage the development of housing conducive to the attraction of these new industries and which have been identified as a need within St. Lucie County.

Policy 5.1.2.1 In order to facilitate the location of new commercial and industrial enterprises especially high-tech industries, the county shall designate 1,868 acres of land to accommodate a minimum of 9,340 single-family dwelling units which will encourage the relocation of new businesses.

Policy 5.1.2.2 The County shall encourage the development of single-family residential dwelling units to be located in the vicinity of new industrial and commercial development.

GOAL 2.2 ESTABLISHES AN INTEGRATED TRANSPORTATION SYSTEM CONSISTENT WITH FUTURE DEVELOPMENT OF THE COUNTY.

Objective 2.2.1 Coordinate the transportation system with the future land use map or map series and ensure that existing and proposed population densities, housing and employment patterns, and land uses are consistent with the transportation modes and services proposed to serve these areas.

GOALS 2.6 INCORPORATE THE POTENTIAL FOR MASS TRANSIT INTO LONG RANGE TRANSPORTATION NEEDS.

2008 Recommendation: Follow the recommendations regarding development near transportation hubs, major employment centers and mixed-use developments as outlined in the Comprehensive Plan Evaluation and Appraisal Report.

2008 Board Action: The recommendation was reviewed by the board on January 27, 2009. No further action was taken by the board.

2011 Recommendation: The Committee has no additional recommendations at this time.

2011 Board Action: None

2014 Recommendation: The committee recommends that the 2014 recommendation mirror the 2008 recommendation.

2014 Board Action: None

2017 Recommendation: The committee recommends the BOCC direct staff to explore an allowance of a density

bonus for workforce housing permitted for development located within one-half (1/2) mile radius of a rail station, multimodal transit center or transit stop. Additionally, the planning review of an affordable housing development should take into consideration the proximity of the development to public transit.

2017 Board Action: TBD

IV. ADDITIONAL RECOMMENDATIONS

2011 Additional Recommendations:

The Committee adopted the definition of affordable housing as it relates to the eleven items in the recommendation report as "30% of one's gross income." This definition is consistent with the HUD definition of housing affordability.

State Housing Initiative Partnership (SHIP) rules have been updated to reflect if a jurisdictions' annual SHIP funding distribution is \$350,000 or less, they are exempt from the AHAC reporting requirement. The committee recommends updating the ordinance to reflect this change.


The committee will continue to emphasize the need for affordable housing in times of a declining economy, low housing values and record default/foreclosure rates. Another critical element suffering is the jobless rate. There is a direct relationship between housing and jobs. The committee adopts the theme generated at the recent Florida Housing Coalition Conference- "HOUSING EQUALS JOBS". Statistics show that for every dollar spent on housing, it equates to 8 dollars into the economy.

2014 Additional Recommendations

The Committee would like to state that it will continue to support and emphasize the need for affordable housing in St. Lucie County.


2017 ADDITIONAL RECOMMENDATIONS:

1. The Committee recommends that the BOCC promote and support the submission of tax credit projects from affordable housing developers. The Housing Credit (HC) program provides for-profit and nonprofit organizations with a dollar-for-dollar reduction in federal tax liability in exchange for the acquisition and substantial rehabilitation, substantial rehabilitation, or new construction of low and very low income rental housing units. Each development must set aside a minimum percentage of the total units for eligible low or very low income residents for the duration of the compliance period, which is a minimum of 30 years with the option to convert to market rates after the 14th year. At least 20 percent of the housing units must be set aside for households earning 50 percent or less of the area median income (AMI), or 40 percent of the units must be set aside for households earning 60 percent or less of the AMI.
2. The Committee recommends that the BOCC support the creation of a Community Land Trust (CLT) or an existing CLT servicing St. Lucie County. A community land trust refers to the vehicle of separating land from building (house) for the purpose of transferring title to the house without selling the land. It also denotes the nonprofit organization that holds title to the land and manages the ground leases on community land trust properties. Homeownership becomes more affordable because the transfer of title to the homeowner does not include a fee interest in the

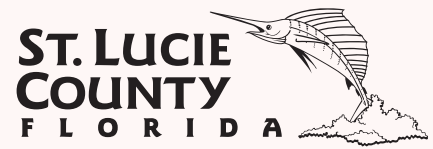


land; the sales price is based on the value of the improvements, without the value of the land. The land is owned by a 501(c) (3) corporation which provides a 99 year ground lease to the homeowner. The ground lease has a resale provision which ensures the property will be affordable in perpetuity. The home must be sold to an income eligible buyer at an affordable price. The resale provision will typically provide a reasonable return to the homeowner but the appreciation may be far less than standard market appreciation. From the standpoint of the buyer, the CLT home provides home ownership in a market where the alternative is to rent or move away. From the standpoint of local government, society, funders providing subsidy, and affordable housing advocates in general, the CLT provides a way of creating permanent housing stock with a single subsidy.

3. The Committee recommends the BOCC support the creation of a local revenue source to fund affordable housing. The funding provided by the State and Federal government is increasingly becoming less, thus leaving the County with reduced resources to assist its most vulnerable citizens with the obtaining and maintaining safe and decent housing. A local revenue source would allow the County to continue providing services at the levels needed to support the community, while having the discretion to decide how to best meet this need.

A person is sitting on a paved surface, holding a large, rectangular sign made of corrugated cardboard. The sign has the words "HOMELESS AND HUNGRY" written on it in large, black, hand-drawn capital letters. The person is wearing a brown jacket and a blue and white striped cup is visible in their right hand. The background is blurred, showing other people and a city street.

HOMELESS
AND
HUNGRY



ST LUCIE BOARD OF COUNTY COMMISSIONERS

www.stlucieco.gov



*2300 Virginia Avenue
Fort Pierce, FL 34982*

772-462-1100

City Commission Conference Agenda - 9:00 AM

4. b.

Meeting Date: 11/14/2022

Re: Health and Safety Ordinances - Panhandling and other Activities

Submitted For: Tanya Earley, Assistant City Attorney, City Attorney

SUBJECT:

Discussion of health and safety ordinances related to panhandling and other activities.

Form Review

Form Started By: Tanya Earley
Final Approval Date: 11/09/2022

Started On: 11/09/2022 02:19 PM

City Commission Conference Agenda - 9:00 AM

4. c.

Meeting Date: 11/14/2022

Re: Capital Improvement Projects Update

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Providing updates and status on Capital Improvement Projects.

Attachments

CIP Update

Form Review

Inbox

City Manager

Form Started By: Selena Griffett

Final Approval Date: 11/08/2022

Reviewed By

Nick Mimms

Date

11/08/2022 02:55 PM

Started On: 11/03/2022 03:07 PM



CAPITAL IMPROVEMENT PROJECTS - UPDATE



**CITY OF FORT PIERCE
CITY COMMISSION
CONFERENCE AGENDA
NOVEMBER 14, 2022**

COMPLETED PROJECTS - FY 22

TRANSPORTATION

PROJECT	TOTAL AMOUNT
8 th Street (Avenue D to Avenue E) – Completion Nov. 2022	\$554,979
2022 Street Resurfacing	\$662,141
Pavement Markings – Indian River Drive	\$36,339



PARKING

PROJECT	TOTAL AMOUNT
Porpoise Beach Parking	\$282,687



COMPLETED PROJECTS - FY 22

PROJECT	TOTAL AMOUNT
Indian Hills Trail – SUN Trail	\$502,939

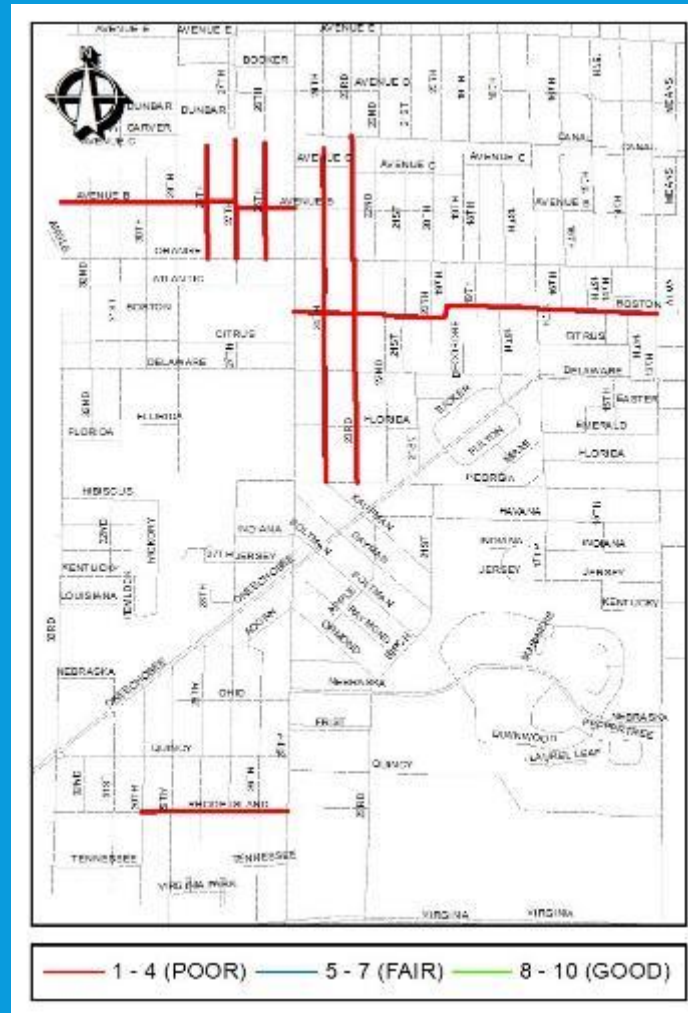
TOTAL PROJECTS FY 22 **\$2,039,085**



UPCOMING PROJECTS – FY 23

TRANSPORTATION

- 2023 Street Resurfacing



- 23rd Street
- 24th Street
- 26th Street
- 27th Street
- 28th Street
- Avenue B
- Boston Avenue
- Rhode Island Ave.

Estimated Cost:
\$ 876,088

CURRENT CONSTRUCTION PROJECTS

TRANSPORTATION

PROJECT NAME	STATUS
<ul style="list-style-type: none"> Avenue B (8th Street to 13th Street) Project includes reconstruction of roadway, drainage, undergrounding of utilities and sidewalk reconstruction 	Contract awarded. Water and sewer work completed. Anticipate paving and drainage work to commence January 2023
<ul style="list-style-type: none"> Beach Court (Delaware Ave. to Florida Ave.) This roadway project will include a complete reconstruction of the roadway with curb and gutters, sidewalks on both sides of the road, installation of a new storm drainage system, street lighting, ADA upgrades, new potable water system, and sanitary sewer service upgrades. 	Project is under construction. Water and sewer utility work is on-going. Construction completion scheduled for April 2023



CURRENT CONSTRUCTION PROJECTS

STORMWATER

PROJECT NAME	STATUS
<ul style="list-style-type: none"><li data-bbox="253 401 1155 796">Georgia Avenue Basin Water Quality Improvements Improvements to the 235-acre Georgia Avenue Drainage Basin will include the construction of numerous Best Management Practices (BMPs) to aid in the removal of phosphorus, nitrogen, and other harmful nutrients from stormwater discharging into the Indian River Lagoon.	Construction commenced on October 25, 2022, with the removal of exotic vegetation within the boundaries of the new bioswale situated on the south side of the FEC access road.



UPCOMING PROJECTS – (CONSTRUCTION) TRANSPORTATION

PROJECT NAME	STATUS
<ul style="list-style-type: none"> Ohio Avenue (US 1 to 11th Street) A joint project by the City and Fort Pierce Utilities Authority primarily for the replacement of utilities. The project will entail water and sewer main replacement, drainage improvements, sidewalk replacement, limited landscaping, streetlights and roadway construction. 	<p>100% design plans received from consultant. Final review of plans underway and construction documents are being prepared for bidding.</p> <p>Advertisement for bids anticipated for December 2022</p>
<ul style="list-style-type: none"> Avenue D Streetscape (Indian River Drive to 29th St.) Improvements include milling, removal of existing paver crosswalks, asphalt resurfacing and construction of decorative stamped asphalt crosswalks. Proposed work also includes landscape improvements and construction of Lincoln Park Gateway Arch. 	<p>Final plans expected by end of November 2022. Construction anticipated for March 2023</p>

UPCOMING PROJECTS – (CONSTRUCTION)

PROJECT NAME	STATUS
<ul style="list-style-type: none"> Historic Highwayman Trail Gap (Indian Hills Dr. to Georgia Ave.) A section of the SUN Trail traversing Indian Hills Golf Course. 	<p>100% design plans received from consultant. Final review of plans underway and construction documents are being prepared for bidding.</p> <p>Advertisement for bids anticipated for January 2023</p>
<ul style="list-style-type: none"> Means Court Extension (Ave. B to Moore’s Creek) The project includes the extension of Means Court roadway between Avenue B and Moore’s Creek to support a 15-lot single-family affordable housing subdivision. Improvements include water, sewer, gas, and storm drainage facilities, along with sidewalks, curb & gutter, street lighting, landscaping, and underground electric. 	<p>The Engineering Department has completed the design plans and specifications. Project has been advertised for bid. Opening scheduled for November 30, 2022</p>

PROJECTS UNDER DESIGN

PROJECT NAME	STATUS
<ul style="list-style-type: none"> SUN Trail - Historic Downtown Fort Pierce Retrofit - Bike Path/Trail (Georgia Ave. to N. A1A) Design phase of downtown segment of SUN Trail 	Design awarded to Marlin Engineering. 30% plans have been completed. Project currently on hold until route has been confirmed.
<ul style="list-style-type: none"> Parking Facility – 1200 Block of Avenue D Design and construction of 22 paved parking spaces 	Boundary and topographical survey has been ordered for property. Engineering Department will produce design plans and specifications in-house.
<ul style="list-style-type: none"> Fenn Park Design and construction to rehabilitate existing park facility. Proposed work includes improvements to the parking lot and trails. 	Boundary and topographical survey has been completed. Department will produce design plans and specifications in-house.

PROJECTS UNDER DESIGN

PROJECT NAME	STATUS
<ul style="list-style-type: none">• Seaplane Base Proposed construction of a seaplane landing lane and associated upland base	Preliminary design and permitting to be awarded to Tetra Tech Consulting. Work to include benthic resource survey, ERP application, Topographical and Boundary Survey, Geotechnical Investigation, Engineering Design
<ul style="list-style-type: none">• Jaycee Park Floating Docks Design and construction to rehabilitate existing boat ramps and replace finger piers with floating docks	Preliminary engineering design and permitting currently in progress. Following this step, a design / build contract will be brought before the City Commission

PROJECTS UNDER DESIGN

PROJECT NAME	STATUS
<ul style="list-style-type: none"> Little Jim – Conversion of Septic to Sewer This project will convert the existing septic system of the facility to sewer provided by St. Lucie County. Work will include extending a force main from the Stan Blum Boat Ramp west to a lift station to be constructed at Little Jim. 	Environmental studies and engineering design has been completed. Permit application has been submitted to FDEP and approval is anticipated within 60 days.
<ul style="list-style-type: none"> Indian Hills Club House / Pickleball Courts Proposed club house with inside and outside dining, kitchen facilities, pro shop and offices. Project also includes proposed pickleball courts, parking area for added amenities and golf cart barn/parking. 	Boundary and topographical survey has been completed. Engineering Department will produce site plan submittal for TRC review in January 2023.
<ul style="list-style-type: none"> 16th Street (Ave. I to Ave. K) Storm Drain Replacement Project entails the replacement of a decrepit storm drain along North 16th Street between Ave. I and Ave. K. The project also proposes milling and resurfacing of the roadway 	Preliminary investigation by way of video recording of existing pipes and structures has been completed. Currently reviewing study to determine course of repair or replacement methods.

PROJECTS UNDER DESIGN

PROJECT NAME	STATUS
<ul style="list-style-type: none"> Avenue Q (14th to 17th Streets) Storm Drain Replacement Project entails the replacement of failing storm drain along Avenue Q between 14th and 17th Streets. Approximately 1,200 LF of 48" pipe along with the installation of 8 drainage structures is proposed. Also, the replacement of curb and gutter and resurfacing is planned. 	<p>Preliminary investigation by way of video recording of existing pipes and structures has been completed. Currently reviewing study to determine course of repair or replacement methods.</p>
<ul style="list-style-type: none"> Surfside Drainage/Resurfacing – Phase II & III The streets identified for drainage improvements under this project are Melaleuca, Plover, Pelican, Walnut, Eucalyptus and Cypress in Phase II and Sunset Isles, Mimosa and Jacaranda in Phase III. Improvements will include valley gutters constructed on both sides of the roadway, elimination of the remaining roadside swale by re-grading, driveway replacement, milling and resurfacing. 	<p>Design plans are 75% completed. Final plans expected in December 2022.</p>

SURTAX UPDATE

• Unencumbered Funds (As of September 2021)		\$2,924,917
• Funds Received FY 22 (10/01/21 through 09/30/2022)		\$2,290,762
• Encumbered Funds (10/01/21 through 09/30/22)	(-)	\$1,699,938
• Unencumbered Balance (As of September 2022)		\$3,515,741
• Upcoming Projects		\$3,379,000
• 2023 Street Resurfacing	\$800,000	
• Ohio Avenue (Const.)	\$1,482,000	
• Avenue D (Const.)	\$962,000	
• Indian River Dr. (Design)	\$75,000	
• Wendell Rd. (Design)	\$60,000	

UPCOMING PROJECTS - FY 23

PROJECT NAME	STATUS
<ul style="list-style-type: none">Indian River Dr. (Marina Way to Seaway Dr.) Reconstruction of roadway, drainage, sidewalks, street lighting, and landscaping. Conversion of overhead utilities to underground and water/sewer replacement.	Request proposal for engineering design and permitting to be received by December 2022.
<ul style="list-style-type: none">Wendell Road (8th Street to Chipola Road) A joint project by the City and Fort Pierce Utilities Authority primarily for the replacement of utilities. This project will entail water and sewer main replacement, drainage improvements, sidewalk replacement and roadway reconstruction.	Currently requesting proposal from continuing service provider. Anticipate review of proposal and decision by City Commission in December 2022.

City Commission Conference Agenda - 9:00 AM

4. d.

Meeting Date: 11/14/2022

Re: Lease Agreement Extension Request from Little Jim Bait & Tackle

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Lease Agreement Extension Request from Little Jim Bait & Tackle

Attachments

Supporting Documents

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/02/2022 02:39 PM
City Manager	Nick Mimms	11/02/2022 02:39 PM
Form Started By: Sara Delgado		Started On: 10/26/2022 05:17 PM
Final Approval Date: 11/02/2022		



Received

OCT 19 2022

City of Fort Pierce
City Manager's Office

TO: SARA DELGADO, ADMINISTRATIVE ASSISTANT

FROM: SARA HEDGES, ASSISTANT CITY ATTORNEY *SH*

THROUGH: TANYA EARLEY, CITY ATTORNEY *TE*

RE: LEASE AGREEMENT EXTENSION REQUEST FROM LITTLE JIM BAIT & TACKLE

CAO RLS FILE: 22-237

DATE: OCTOBER 17, 2022

I have reviewed the above Request for Legal Services (RLS) related to the property located at 601 North Causeway Drive, Fort Pierce, owned by the City of Fort Pierce (City) and the request from the tenant, Little Jim Bait and Tackle, Inc., to extend the current lease. Amongst the documents provided for review were the original Lease Agreement executed in March 2010 and the Lease Extension executed in April 2015. The original Lease Agreement was for five (5) years. Contained within the original Lease Agreement was a provision allowing for the conditional option of a single ten (10) year lease extension. The Lease Extension was executed in March 2015. The Lease Extension is set to expire February 28, 2025. The tenant has requested the lease be extended further.

Upon review of the original Lease Agreement and the Lease Extension, there are no further lease extensions contemplated or permitted in either document. For that reason, the lease cannot be extended. The only option to further any agreement for use of the property by the current tenant is through a new lease agreement.

Section 2-425(a) of the City of Fort Pierce Code of Ordinances (the Code) states:

The city commissioners of the city are hereby expressly authorized to lease or sell and convey any property, real or personal, belonging to the city and not required for public purposes; provided, however, that no lease beyond a term of one year or sale of any real property shall be made unless notice thereof shall be published once a week for two consecutive weeks in some newspaper of general circulation published in the said city, calling for bids for the lease or purchase of the real estate so advertised to be leased or sold, and in each case, the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted unless the commissioners shall reject any and all bids. The city commissioners may require a deposit to be made or a surety bond to be given in such form or in such amount as the commission shall determine with each bid submitted.

Should the City Commission desire, the City could enter into a new lease agreement with the current tenant (or any other tenant chosen by the City) for one (1) year or less without going through the bid process, pursuant to the Code. The City cannot, however, enter into an agreement for the sale or lease beyond one (1) year of the property without going through the bid process, pursuant to the Code.

It should be noted that although leases of more than one (1) year are required to go through the bid process, that does not prevent leases of one (1) year or less from also going through any of the bid processes contemplated under the Code should the City decide to do so.

Therefore, the options that exist for the property upon the expiration of the Lease Extension are:

1. Advertise for bids for the sale or lease of the property.
 - a. The sale of the property would require following the bid process in the Code.
 - b. A lease of more than one (1) year would require following the bid process in the Code.
 - c. A lease of one (1) year or less may follow the bid process in the Code but is not required to do so.
2. Execute a new lease agreement with the current tenant for one (1) year or less without going through the bid process.
3. Execute a new lease agreement with a different tenant for one (1) year or less without going through the bid process.
4. Leave the property vacant.
5. City operation of the property.

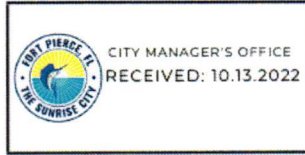
As a reminder, and in addition to the Code section cited above, Chapter 2, Article VI of the Code, entitled "Purchasing" and the Procurement Policy and Procedures Manual should be reviewed for compliance with all additional requirements, should the decision be made to place the property out to bid for sale or lease. Any agreements related to the sale or lease of this property should be provided to the City Attorney's Office for a review as to form and correctness prior to execution.

If you have any other questions regarding the options that exist related to future use of this property or this memorandum, please do not hesitate to contact me.

Thank you.

SH/mm

cc: Nicholas Mimms, City Manager
Linda Cox, City Clerk



CITY ATTORNEY USE ONLY

Date Received:	10-14-22
Assigned To:	SH
File:	22-237
Due Date:	
Hours:	

RECEIVED
OCT 13 2022
City Attorney

REQUEST FOR LEGAL SERVICES

To: CITY ATTORNEY

SUBMITTED BY: SARA DELGADO, ADMINISTRATIVE ASSISTANT

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

RE: LEASE AGREEMENT EXTENSION REQUEST FROM LITTLE JIM BAIT & TACKLE

DATE: OCTOBER 13, 2022

Service Required: (please circle or underline)

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

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

- Brief statement of the nature of the request or problem:** Please review the attached letter from Little Jim Bait & Tackle. Feedback is needed on the possibility on extending the lease as requested by the tenant.
- Discussion of the implications and the possible impact if not apparent from preceding information:**
- Time considerations and their significance:**
- Are City funds required? If so, list approvals obtained for expenditure of funds:** No
- Factual background:** See attached.

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

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

6. If this is a request for review of a contract, provide the following:
- a. List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:
 - b. Insurance requirements that differ from the City's template insurance terms:

CITY ATTORNEY USE ONLY			
Routed for Review	Date	Response Deadline	Response



601 N Causeway
Ft Pierce FL
34949
772-468-2503
littlejimbaitandtackle@gmail.com

Received
OCT 11 2022
City of Fort Pierce
City Manager's Office

Mr. Nick Mimms, City Manager
City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950

October 6, 2022

Re: Request for extension of Lease Agreement for Salty3 Baitshack DBA Little Jim Bait & Tackle

Dear Mr. Mimms,

Thank you for meeting with us to discuss our request for a three (3) year extension of the lease agreement for Little Jim Bait and Tackle.

As discussed, the most important reason we believe we need a lease extension is because of the construction of a new north causeway bridge. This project is expected to last until at least January 2026, perhaps longer. There will be road closures at some point, significant traffic delays, and possible staging of construction equipment on the Little Jim property. The State cannot guarantee that our business will not suffer significant negative impact due to the construction, and in fact we believe that it will. This is a hardship not created by us, but one we will certainly have to deal with.

Since our lease began in March of 2019, we have made significant improvements to the property. These improvements have included removing the old fuel tanks, cleaning up the property, landscaping improvements, parking lot improvements, repairing the docks, major repairs to the deck, maintaining the county restrooms on the upper portion of the property as well as maintaining the entire property's landscape. Purchase of a Liquor License to better serve the patrons. We are currently in the process of upgrading the electric which is necessary to continue to operate the business. Due to the many roadblocks of operating a kitchen within the building, we purchased a food truck as a service to our

Salty3 Baitshack LLC 601 North Causeway, Fort Pierce, FL 34949

customers and have recently purchased an additional food truck. In addition, we have installed a beach volleyball court. All of these improvements have cost more than five-hundred, twenty-five thousand dollars (\$525,000.00). And, as you know, for the past year we have been working with the city to install a new grinder station, which is an absolute necessity to continue to operate Little Jim's.

In addition to our investments in the property, we have invested in our community. We are heavily involved in local charities and non-profit organizations. Since 2019, we have grown our staff to employ fifty with over half residing in Fort Pierce ,, and we support our staff's many causes.

We have enjoyed working with the City of Fort Pierce for the past 3 years. We believe that we have created an iconic and unique experience for our residents and visitors, one unlike anywhere else in St. Lucie County. We would like to continue doing so for many years to come. We are asking that you grant our request for a three (3) year extension of the Little Jim Bait & Tackle lease agreement between Salty3 Baitshack, LLC and the City of Fort Pierce.

Please reach out to us with any questions you may have or if we need to provide further information.

With kindest regards,

Donna Qvarnstrom



Principal

Salty3 Baitshack, LLC

donna@originaltikibar.com

772-708-4555 mobile

Tony Huerta



Principal

Salty3 Baitshack, LLC

redfishtony4ys@gmail.com

407-921-6991

Cc:

Dean Kubitschek, Marina Director

Sara Hedges, Assistant City Attorney



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



TO : DEAN KUBITSCHEK, MARINA DIRECTOR
FROM : Pete Sweeney, City Attorney
RE : Little Jim's Bait and Tackle Lease
DATE : January 17, 2019

The following Lease have been approved as to Legal Form and Correctness.

PS/mm

cc: Nicholas C. Mimms, P.E., City Manager
Linda Cox, City Clerk

Received
JAN 16 2019
City of Fort Pierce
City Manager's Office



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

CITY ATTORNEY USE ONLY

Date Received:	
Assigned To:	
File:	
Due Date:	
Hours:	

RECEIVED
JAN 16 2019
By: *[Signature]*

Received
JAN 16 2019
City of Fort Pierce
City Manager's Office

REQUEST FOR LEGAL SERVICES

To: CITY ATTORNEY

SUBMITTED BY: MARINA MANAGER, DEAN KUBITSCHK *[Signature]*

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

RE: LITTLE JIM'S BAIT AND TACKLE LEASE

DATE: JANUARY 16, 2019

Service Required: (please circle or underline)

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

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

- Brief statement of the nature of the request or problem:** Request legal department review documents to verify the ability to reassign the Little Jim's Bait and Tackle, Inc. lease to Diego M. Larroude and Donna Qvarnstrom-Burke with Commission approval.
- Discussion of the implications and the possible impact if not apparent from preceding information:** n/a
- Time considerations and their significance:** Would like to place on the agenda for the February 4th Agenda Meeting (deadline January 23rd).
- Are City funds required? If so, list approvals obtained for expenditure of funds:** No
- Factual background:**

- Little Jim's Bait and Tackle lease reassignment
- City of Fort of Fort Pierce
- Richard and Rita King
- Diego M. Larroude and Donna Qvarnstrom-Burke

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

-
-

7. Identify prior legal assistance on this or a related matter and the attorney who handled it:
Former City Attorney, Rob Schwerer

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

a. List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City: City of Fort Pierce legal department.

b. Insurance requirements that differ from the City's template insurance terms:

Outlined in Little Jim's Bait and Tackle, Inc. original contract.

CITY ATTORNEY USE ONLY			
Routed for Review	Date	Response Deadline	Response

NOTICE OF CONSENT

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

TO ALL IT MAY CONCERN:

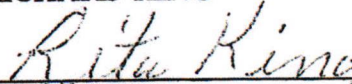
Please accept this document as formal notice of the consent and request of Little Jim's Bait and Tackle, Inc., and principals and it's guarantors, Richard A. King and Rita King for the Assignment of the Lease Agreement for Little Jim's property entered into on April 3, 2015, to Diego M. Larroude and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

Dated January 15, 2019.

Little Jim's Bait and Tackle, Inc.



RICHARD KING



RITA KING

City of Fort Pierce

Florida



Office of the City Clerk

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

April 23, 2015

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

Re: Lease Extension

Dear Mr. King:

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

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

Very truly yours,

Linda W. Cox
City Clerk

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

LEASE EXTENSION

THIS LEASE EXTENSION AGREEMENT, is made and entered into this ___ day of March, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, ("**LANDLORD**"), and **LITTLE JIM BAIT AND TACKLE, INC.** a Florida corporation organized under the laws of Florida with its principal address at 601 North Causeway Drive, Fort Pierce, Florida, ("**TENANT**").

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

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

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

- 1) The Lease term shall be extended for an additional ten (10) year period, commencing on March 1, 2015.
- 2) Portions of Section 7 Insurance of the Lease are updated and modified as follows:

Workers' Compensation/Employer's Liability Insurance

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

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

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

Marina Operators Insurance

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

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

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

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

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

CITY OF FORT PIERCE, a municipal corporation, LANDLORD

Attest:

Linda W. Cox
Linda Cox, City Clerk

By: Linda Hudson
Linda Hudson, Mayor

Approved as to Form and Correctness:

Robert W. Schwerer
Robert W. Schwerer, Esq.
City Attorney

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

By: Richard A. King
Richard A. King, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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

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

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



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

THE UNIVERSITY OF
MICHIGAN LIBRARY
ANN ARBOR, MICHIGAN
48106-1000



LEASE AGREEMENT FOR LITTLE JIM PROPERTY

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

WITNESSETH:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Workers' Compensation/Employer's Liability Insurance

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

Part One: "Statutory"

Part Two: \$ 500,000 Each Accident
\$ 500,000 Disease - Policy Limit
\$ 500,000 Disease - Each Employee

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

Marina Operators Insurance

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

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

Liquor Liability Coverage

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

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

Automobile Liability Insurance

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

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

Pollution Legal Liability Insurance

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

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

\$ 500,000 per claim
\$ 500,000 aggregate

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

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

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

Property Insurance

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

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

General Conditions

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

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

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

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

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

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

- a) TENANT may seek to obtain subject to applicable regulations, licensure for retail sales of beer and wine for on-premises and off-premises consumption. TENANT represents it currently has beer and wine license including off-premises consumption. LANDLORD acknowledges TENANT may seek to obtain a license to serve a full-line of alcoholic beverages for on-premises consumption. TENANT shall provide copies of all liquor license records to LANDLORD upon request.
- b) TENANT specifically agrees not to conduct its business in a manner that disturbs the quiet enjoyment of any nearby residents and agrees to conduct its business in compliance with all applicable laws.
- c) TENANT further agrees to:
 - 1) keep the premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other

- obligations imposed by applicable provisions of building, housing, health, and environmental codes by any State or Federal law, regulation, or agency; and
- 2) to make no alterations or additions to the Demised Premises except as set forth herein, without the prior written consent of LANDLORD, and
 - 3) to forbid overnight stays, including live-aboard persons on any docked or moored vessel; and
 - 4) to commit no waste of the premises; to remove all garbage and other debris which results from the operation of TENANT's business in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary and in repair, to use and operate in a reasonable manner all electrical, plumbing and other facilities; not to destroy, deface, damage, impair or remove any part of the Demised Premises or property therein belonging to LANDLORD; and
 - 5) to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not constitute a breach of the peace; and
 - 6) to surrender the Demised Premises at the termination of this Lease in as good state and condition reasonable use and wear permitted.
- d) TENANT shall have the right, subject to approval of LANDLORD to adopt reasonable rules and regulations applicable patrons, customers and members of the public in utilization of the Demised Premises which may include one or more of the following or similar rules:
- (1) Limitation of patrons, customers and members of the public, bringing food and beverages from off site for consumption on Demised Premises, that have not been purchased or acquired from TENANT, including unlicensed alcoholic beverages provided that no limitation shall prevent patrons, customers, or members of the public from consuming such food or beverages on their private vessels or watercraft or the immediate vicinity thereof.

(2) Reserving the right to refuse access to the Demised Premises to any person whose actions, threats, possession of any weapons or obvious impairment poses a threat to persons or property.

(3) Usage of Dockage Agreement approved by Landlord.

(4) Service of any food or beverages including alcoholic beverages consistent with State of Florida requirements for protection of TENANT's liquor license.

(5) Hours of operation, as approved by LANDLORD, including usage of dockage, docks and piers.

9. MAINTENANCE AND REPAIR. TENANT shall at all times maintain its facility(s), and all appurtenances thereof in a condition and appearance in keeping with the intent of the parties, in compliance with all local, state and federal statutes, codes, ordinances and rules. TENANT shall keep and maintain in good order, condition and repair (which repair shall mean replacement, if necessary) docks, piers, walkways, exterior and interior walls, roof, exterior and interior portions of all doors, windows, glass, plumbing and sewage facilities, fixtures, interior electrical equipment serving the Demised Premises, floors and ceilings, and all other parts of the Demised Premises. LANDLORD shall not be responsible to maintain or to make any improvements or repairs of any kind in or upon the Demised Premises.

It is anticipated that TENANT will need to install certain improvements and equipment at the Demised Premises which may include a second story, tiki, decking, kitchen equipment, electrical and plumbing fixtures which will become a part of the Demised Premises. See Schedule "A" attached.

If any repairs required to be made by TENANT hereunder are not commenced and proceeded with due diligence within ten (10) days after written notice delivered to TENANT by LANDLORD (or within such shorter period as LANDLORD should require in the event of an emergency, with or without notice), LANDLORD may, at its option, make such repairs without liability to TENANT for any loss of damage which may result to its stock or business by reason of such

repairs, and TENANT shall pay to LANDLORD immediately upon demand as additional rent hereunder, the costs of such repairs plus ten (10%) of the amount thereof (for LANDLORD's service and overhead costs). At all times during the term of this Lease, TENANT shall maintain the Demised Premises and operate its facility(s) and business in a tasteful manner in accordance with the intent of the parties so as to enhance the image and appearance of the facility.

10. ALTERATIONS. Except as provided herein, TENANT shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the Demised Premises to the original condition at TENANT's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT. LANDLORD shall at all times retain sole control of the exterior appearance of the building and the Demised Premises, including but not limited to approval over exterior colors and color scheme for the building and all of its fixtures and appurtenances, to further include all signage.

TENANT undertakes and covenants to perform certain alterations, upgrades, improvements and additions to the Demised Premises during the term hereof which are set forth and outlined on Schedule-"A" attached hereto. TENANT shall commence the improvements listed on Schedule "A" in no particular sequence within 90 days of the date hereof and shall complete all improvements listed on Schedule "A" within the initial term hereof.

11. UTILITIES. TENANT shall contract, in its own name and shall pay the

charge before delinquency, for all utility services rendered or furnished to the Demised Premises, including water, gas, electricity, telephone, garbage and the like, together with all taxes or other charges levied on such utilities.

12. **TITLE TO IMPROVEMENTS.** Title to any building, structure or other improvements (other than movable trade fixtures) that shall be constructed, installed or placed upon the Demised Premises shall vest in LANDLORD upon the termination of this Lease or any renewal or extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

13. **DAMAGE AND OBLIGATION TO RESTORE.** TENANT shall give immediate written notice to LANDLORD of any damage caused to the Demised Premises by fire or other casualty. If the Demised Premises should be: (1) damaged by any casualty and; (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD and TENANT may elect either to terminate the lease or to proceed to rebuild and repair the Demised Premises. Should LANDLORD elect to terminate the lease, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty.

In such event, TENANT shall have ninety (90) days to present a plan to rebuild the Demised Premises and provide evidence of sufficient funding, including insurance proceeds.

14. **LIABILITY AND INDEMNIFICATION.** LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's use and occupancy of the leased premises, or due to the negligent, reckless, or intentionally wrongful acts of Tenant or because of fire, flood, wind storm, acts of God, or for any other reason, including the negligent, reckless, or intentionally wrongful acts of third persons on the premises, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligent acts or omissions. TENANT hereby agrees to defend indemnify and save harmless LANDLORD, its officers, employees,

representatives and agents from and against any and all loss, damage, claim, demand, liability, cost or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the occupancy or use of the Demised Premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or in the Demised Premises as a result of TENANT's occupancy including, but not limited to, LANDLORD's attorney's fees and costs, both at trial and appellate levels; provided TENANT shall have the right to designate and employ all counsel, including joint counsel for both LANDLORD and TENANT thereby accepting any tender of defense. This provision shall be deemed satisfied if any insurance provides a defense and is an additional named insured. If there is no insurance coverage TENANT shall provide a defense at its costs, with counsel that is reasonably acceptable to LANDLORD.

15. **EMINENT DOMAIN.** If the Demised Premises or any part thereof should be permanently taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease shall be terminated, the entire compensation award therefore, both leasehold and reversion shall be the property of LANDLORD without any deduction therefrom for any present or future estate of TENANT, and TENANT hereby assigns to LANDLORD all its right, title and interest to any such award. TENANT shall execute all documents required to evidence such result. TENANT shall, however, be entitled to claim, prove and receive in such condemnation proceedings, such award as may be allowed for fixtures and other equipment installed by it, but only if or to the extent such award shall be in addition to the award for the land and the building and other improvements (or portions thereof) containing the Demised Premises.

If the entire Demised Premises should be taken, condemned, or transferred as aforesaid, the Lease shall terminate as of the time possession thereof is required for public use. If a portion of the Demised Premises should be taken, condemned or transferred as aforesaid, LANDLORD may elect to terminate the Lease, or at its own expense, to repair and restore the portion not affected by the said taking, in which latter event the minimum rent shall be reduced in proportion to the area taken, effective at the time possession is required for public use.

16. **ASSIGNMENT AND SUBLETTING.** The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into

the Lease. TENANT shall not voluntarily, involuntarily, or by operation of law, assign, sell, mortgage, pledge, or in any manner transfer the lease or any estate or interest therein or sublet the Demised Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Demised Premises without the prior written consent of LANDLORD, which consent LANDLORD may not unreasonably withhold. For purposes of this provision, the sale, transfer, or assignment by any shareholder of TENANT of its shares, or the sale of shares by TENANT to any individual, firm, or entity which results in the transfer of more than forty (40%) percent of the stock of such corporation, or causes the existing shareholders to be less than a majority of the control of the corporation, shall also be considered a transfer of this Lease which shall require LANDLORD's prior written consent. Although TENANT may have the right to mortgage its interest in this Lease, all rights acquired under the leasehold mortgage shall be subject to all of the terms of this Lease. There shall be no subordination of this Lease and the LANDLORD shall otherwise be protected in any financing arrangement. TENANT agrees that any leasehold mortgage it may execute in obtaining financing for the construction and development of the proposed facilities shall contain language incorporating the foregoing provision. Consent by LANDLORD to one or more assignments or subletting shall not operate as a waiver of LANDLORD's rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, TENANT and any guarantor of TENANT's obligations under the Lease shall at all times remain fully responsible and liable for compliance with all of the obligations of TENANT, including the payment of rent.

In the event of the transfer and assignment by LANDLORD of its interest in the Lease and in the building(s) and structures comprising the Demised Premises, LANDLORD shall thereby be released from any further obligations and TENANT agrees to look solely to such successor in interest for performance of such obligations. Such transfer and assignment, however, shall not affect the validity of this Lease, and TENANT shall continue in possession of the premises subject to all terms and conditions provided in the Lease.

17. **DEFAULT AND REMEDIES.** The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by TENANT:

- a. The vacating or abandonment of the Demised Premises by

TENANT, with intent to so abandon and not the result of a casualty.

b. The failure by TENANT to make payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from LANDLORD to TENANT.

c. The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT, other than described in Paragraphs a and b above, where such failure shall continue for a period of ten (10) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, TENANT shall not be deemed in default if TENANT commences such cure within said ten (10) day period and thereafter diligently pursues such cure to completion.

d. If TENANT or any guarantor should commence, in any court pursuant to any statute either of the United States or of any state, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against TENANT or any said guarantor and either an order of relief is entered against such party or such party fails to secure a discharge of the proceeding within thirty (30) days of the filing thereof, or if TENANT or any said guarantor becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment of both benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of TENANT's or any said guarantor's property whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

e. The discovery by LANDLORD that any financial statement given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of TENANT, any successor in interest of TENANT, or any guarantor of TENANT's obligations, and any of them, is materially false.

18. **REMEDIES UPON DEFAULT.** In the event of any default or

breach by TENANT, LANDLORD may at any time thereafter, without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof, subject to LANDLORD's obligation to mitigate damages.

(b) Terminate TENANT's right to possession of the Demised Premises by any lawful means and retake possession thereof for the account of LANDLORD, in which event TENANT shall immediately surrender possession of the Demised Premises to LANDLORD and all further liability under the Lease on the part of the TENANT and LANDLORD shall terminate.

(c) Pursue any other remedy now or hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida. In the event of a proceeding involving TENANT under the Bankruptcy Code, 11 U.S.C. §101 et seq., if the Lease is assumed by TENANT's trustee in bankruptcy (after he has cured all existing defaults, compensated LANDLORD for any loss resulting therefrom and provided adequate assurance of future performance), then the Lease may not be assigned by the trustee to a third party, unless such party (1) executes and delivers to LANDLORD an agreement in recordable form whereby such party assumes and agrees with LANDLORD to discharge all obligations of TENANT under the Lease, (2) has a net worth and operating experience at least comparable to that possessed by TENANT and any guarantor hereof as of the time of execution of the Lease, and (3) grants to LANDLORD, to secure the performance of such party's obligations under the lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the Demised Premises, and in connection thereof, such party shall execute such security agreements, financing statements and other documents (the forms of which are to be prepared by

LANDLORD) as are necessary to perfect such lien.

If the LANDLORD should exercise any of its remedies hereunder, TENANT shall be liable for and shall pay to LANDLORD the costs of removing and storing TENANT's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting Demised Premises into condition acceptable to a new tenant or tenants; real estate commissions actually paid; that portion of the leasing commission paid by LANDLORD applicable to the unexpired term of the Lease, if applicable, and all reasonable expenses incurred by LANDLORD, including attorney's fees.

If the Lease should be terminated, or the Lease term should expire, LANDLORD shall have the immediate right thereafter to re-enter the Demised Premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. In such event, LANDLORD shall not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

The rights and remedies granted herein to LANDLORD are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude LANDLORD's right to exercise any or all of the others. All charges payable by TENANT under the terms of the Lease shall be deemed rent for the purpose of LANDLORD exercising its remedies.

No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by LANDLORD at any time when TENANT is in default under any covenant or condition hereof be construed as a waiver of such default or of LANDLORD's right to terminate the Lease on account of such default, nor shall any waiver or indulgence granted by LANDLORD to TENANT be taken as an estoppel against LANDLORD, it being expressly understood that if any time TENANT should be in default in any of its covenants or conditions hereunder, an acceptance by LANDLORD of rent during the continuance of such default or the failure on the part of LANDLORD promptly to avail itself of

such other rights or remedies as LANDLORD may have shall not be construed as a waiver of such default, but LANDLORD may at any time thereafter, if such default continues, terminate the Lease on account of such default.

LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but in no event later than fifteen (15) days after written notice by TENANT to LANDLORD, specifying wherein LANDLORD has failed to perform such obligations provided, however, that if the nature of LANDLORD's obligation is such that more than fifteen (15) days are required for performance, LANDLORD shall not be in default if LANDLORD commences performance within such fifteen (15) day period and thereafter diligently prosecutes the same to completion.

TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD's designee within ten (10) days after such amount shall be due, TENANT shall pay to LANDLORD a late charge equal to five (5%) percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of costs LANDLORD will incur by reason of the late payment of TENANT.

19. **LANDLORD SECURITY.** To secure the payment of all rent and other sums of money due and to become due and the faithful performance of the Lease by TENANT, TENANT hereby grants to LANDLORD an express first and prior lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the Demised Premises, and also upon all proceeds of any insurance which may accrue to the TENANT by reason of destruction of or damage to any such property. Such property shall not

be removed therefrom without written consent of LANDLORD until all arrearages in rent and other sums of money then due to LANDLORD hereunder shall first have been paid. This lien and security interest is given in addition to the LANDLORD's statutory lien and shall be cumulative thereto. Consequently with the execution of the Lease (or later if requested by LANDLORD at its discretion), TENANT shall execute and deliver to LANDLORD Uniform Commercial Code Financing Statements in sufficient form so that when properly filed, the security interest hereby given shall be perfected. The lien and security interest created hereby shall be terminated when all of the rent and other sums of money becoming due during the Lease term shall have been paid in full.

20. **SUBORDINATION AND ATTORNMENT.** The Lease, at LANDLORD's option, shall be subordinate to any ground lease, mortgage or any other hypothecation for security now or hereafter placed upon the real property of which the Demised Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee or ground lessor should elect to have the Lease prior to the lien of its mortgagee or ground lease, and should give written notice thereof to TENANT, the Lease shall be deemed prior to such mortgage or ground lease, whether the lease is dated prior or subsequent to the date of said mortgage or ground lease.

TENANT agrees to execute any documents required to effectuate such subordination or to make the Lease prior to the lien of any mortgage or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint LANDLORD as TENANT's attorney in fact and in TENANT's name, place and stead, to do so.

Upon request of LANDLORD, TENANT shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by LANDLORD covering the Demised Premises, attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as LANDLORD under the Lease.

21. **TENANT ESTOPPEL CERTIFICATE.** TENANT shall at any time upon not less than ten (10) days prior written notice from LANDLORD execute, acknowledge and deliver to LANDLORD a statement in writing: (1) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD, or specifying such defaults if any are claimed; and (3) otherwise be in a form reasonably acceptable to LANDLORD. Any such statements may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the Demised Premises.

If LANDLORD desires to finance, refinance, or sell the Demised Premises, or any part thereof, TENANT hereby agrees to deliver to any lender or purchaser designed by LANDLORD such financial statements of TENANT as may be reasonably required by such lender or purchaser. All such financial statements shall be received by LANDLORD and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

22. **NOTICES.** All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attention: City Manager, P.O. Box 1480, Fort Pierce, Florida 34954, with a copy to the Office of the City Attorney, P.O. Box 1480, Fort Pierce, Florida 34954, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail, return receipt requested to: LITTLE JIM'S BAIT & TACKLE, INC., Richard A. King, 6502 Santa Clara Boulevard, Fort Pierce, Florida 34951, with a copy to ROBERT J. GORMAN, ESQ., 1209 Delaware Avenue, Ft. Pierce, FL 34950, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

23. **ACCESS TO PROPERTY.** During the term of this Lease, and any

renewal or extension thereof, TENANT shall permit LANDLORD and the agents and representatives of LANDLORD access to the leased property and licensed area at all reasonable times deemed necessary for the purpose of this Lease, including inspection of all work being performed in connection with the construction of improvements thereon, the management and operation of the facilities and to assure compliance with all ordinances, statutes and rules and regulations of federal, state and local agencies having jurisdiction.

24. GENERAL PROVISIONS. The following general provisions shall be an integral part of this Lease:

a. TENANT shall not record the Lease without LANDLORD's prior written consent, and any such recordation shall, at the option of LANDLORD, constitute a non-curable default of TENANT.

b. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

c. The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

d. Time is of the essence.

e. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

f. Whenever a period of time is prescribed for action to be taken by LANDLORD, LANDLORD shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of LANDLORD.

g. Upon TENANT paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on TENANT's part to be observed and performed hereunder, TENANT shall have quiet possession of the Demised Premises, for the entire Lease term, subject to all the provisions of the Lease.

h. Each provision performable by TENANT shall be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

i. Subject to the provisions hereof restricting assignment or subletting by TENANT and regarding LANDLORD's liability, this Lease shall bind the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the State of Florida.

j. The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting "TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

k. The Effective Date of the Lease shall be March 1, 2010.

l. All terms, covenants, and conditions herein contained, to be performed by TENANT, shall be performed at its sole cost and expense, and if LANDLORD shall pay any sum of money or do any act which requires the payment of money, by reason of the failure neglect or refusal of TENANT to perform such term, covenant, or condition, the sum of money so paid by LANDLORD shall be deemed additional rent and shall be payable to TENANT with the next succeeding installment of rent together with such interest as may have accrued thereon.

m. Any amount due to LANDLORD not paid when due shall bear interest at the maximum rate allowable by law accruing from the due date.

n. Notwithstanding anything to the contrary provided in the Lease, it is specifically understood and agreed by LANDLORD and TENANT that there shall be absolutely no personal liability on the part of LANDLORD, or its

shall be absolutely no personal liability on the part of LANDLORD, or its successors, or any partners or corporate shareholders of LANDLORD, or its successors, with respect to any of the terms, conditions and covenants of the Lease, and that TENANT shall look solely to the interest of LANDLORD in the premises for the satisfaction of each and every remedy of TENANT in the event of any breach by LANDLORD of any terms, conditions and covenants of the Lease to be observed or performed by LANDLORD.

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

26. **ATTORNEY'S FEES AND COSTS.** The prevailing party shall be entitled to an award of all costs, charges, and expenses, including the fees of counsel, agents and others retained by such party and incurred in enforcing either party's obligations hereunder or in any litigation or appellate proceedings.

27. **PAYMENT.** No payment by TENANT or receipt of payment by LANDLORD of an amount less than the full amount then due LANDLORD under this Lease shall be construed as anything other than a partial payment of the sum then due and owing. No endorsement or statement on any check or letter or any form of payment or accompanying documents shall be deemed to be an accord and satisfaction or other form of settlement, and LANDLORD may accept any such payment without prejudice to its rights to recover the balance of any sums due and owing under this Lease or to pursue any other remedy permitted under this Lease or Florida law.

28. **RADON GAS.** Pursuant to Fla. Stat. §404.046(8), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the St. Lucie County Public Health Unit.

29. **INSPECTION.** LANDLORD or its agents shall have the right to enter the

any other purpose not inconsistent with the terms and provisions of this Lease.

30. **PARTIAL INVALIDITY.** In the event any term, provision, or condition of this Lease shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair this Lease as a whole or any other provision of this Lease.

31. **TIME.** Time is of the essence of this Lease and every term and provision of this Lease.

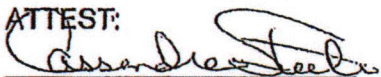
32. **LEASE NOT RECORDABLE.** Neither this Lease nor any notice of memorandum thereof, except such instrument as maybe required by LANDLORD from TENANT shall be recorded in any public records.

33. **ENTIRE AGREEMENT.** This Lease contains the entire and sole agreement between the parties hereto relative to the rental of the leased premises and it may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same formalities as this LEASE. No surrender of the leased premises or of the remainder of the term of this Lease shall be valid unless accepted by LANDLORD in writing. This agreement shall be interpreted and enforced under the laws of the State of Florida. It is agreed and understood that this agreement has been negotiated and drafted jointly and is not to be construed against any party.

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

WITNESS AS TO LANDLORD

ATTEST:



Cassandra Steele, City Clerk

LANDLORD

CITY OF FORT PIERCE

By: 

Robert J. Benton, III, Mayor

Date: May 25 2010

APPROVE AS TO FORM AND CORRECTNESS

By: 

Robert V. Schwerer, Esq.
City Attorney

City Attorney

WITNESSES AS TO TENANT

[Signature]

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

TENANT:
LITTLE JIM BAIT & TACKLE, INC.

By: [Signature]
Richard A. King, President

Date: 5-3-10

WITNESSES AS TO GUARANTOR:

[Signature]

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

GUARANTOR:

RICHARD A. KING and RITA KING
[Signature]
Richard A. King

Rita A. King
Rita A. King

GUARANTEE

THE UNDERSIGNED, as Guarantor, guarantees all of the obligations of the TENANT under that certain Lease dated the _____ day of March, 2010, between **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, as LANDLORD, and, **LITTLE JIM BAIT AND TACKLE, INC.**, a Florida Corporation, as TENANT, for the Demised Premises identified therein and located at 601 North Causeway Drive, Fort Pierce, FL 34949, adjacent to the City Marina of the City of Fort Pierce, Florida.

The undersigned, jointly and severally, further confirm and acknowledge the following:

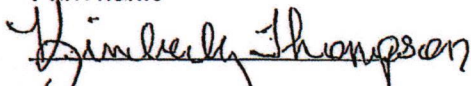
1. The liability of the undersigned is absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Lease; (ii) the existence of any property given as security for, or other guarantee of the Lease; or (iii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the TENANT in respect of the Lease or the undersigned in respect of this Guarantee.
2. The undersigned has a monetary interest (direct or indirect) in TENANT, and/or in the conduct of the business to the Demised Premises.
3. The undersigned has executed this Guarantee to induce LANDLORD to lease the Demised Premises to TENANT.
4. With regard to obligations of TENANT to pay money, this Guarantee imposes on the undersigned a guarantee of payment and not of collection.
5. LANDLORD has the right to take action against one or more of the undersigned guarantors, if more than one, without affecting the obligations of any other of the undersigned guarantors not being proceeded against.

WITNESS our hands and seals this _____ day of March, 2010.

WITNESSES:



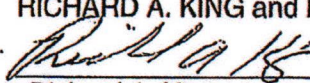
Timothy M. McVire
Print name



Kimberly Thompson
Print name

GUARANTOR:

RICHARD A. KING and RITA KING



Richard A. King

Rita King

Date:

5-3-10

Rita King

EXHIBIT "A-1"

The Demised Premises is legally described as:

35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E
1556.56 FT, TH S 00 DEG 10 MIN 59 SEC W 1908.70 FT TO POB, TH N
58 DEG 59 MIN 38 SEC E 166.32 FT, THS 75 DEG 40 MIN 00 SEC E 200
FT, TH S 54 DEG 07 MIN 50 SEC W 159.37 FT TO HIGH WATER/VEG
MARK, TH MEANDERING SD HW MARK SWLY 218.96 FT MIL, TH N 35
DEG 54 MIN 18 SEC W 72.65 FT, TH N 32 DEG 50 MIN 14 SEC E 76.58
FT TO POB

as generally depicted on the aerial, Exhibit "A-2"

SCHEDULE "A"

TENANT agrees to remove existing concrete boat ramp, which is in disrepair, and improve access area to same with additional parking subject to the City's Land Development Regulations.

TENANT agrees to remove all sunken vessels from the leased portion of the demised property and construct additional pitched-roof decking with outdoor seating to the southwest subject to the City's Land Development Regulations.

TENANT agrees to install new fuel pumping and storage facilities with at least gasoline stations subject to all Federal, State and Local codes and regulations.

TENANT agrees to construct at least five (5) additional boat slips on the leased portion of the demised property subject to all Federal, State and Local codes and regulations.

RECEIVED

TIME _____

MAR 24 2015

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

CITY OF FORT PIERCE
CITY MANAGER'S OFFICE

MEMORANDUM

TO: Nicholas Mimms, Deputy City Manager

FROM: Robert V. Schwerer, City Attorney

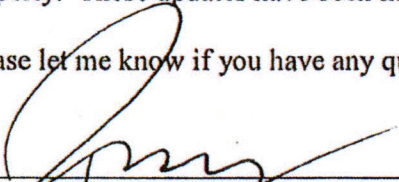
SUBJECT: Little Jim Bait and Tackle – Lease Extension

DATE: March 24, 2015

Attached please find the Lease Extension for the Little Jim Bait and Tackle lease, approved as to form and correctness. You may have this scheduled as a consent agenda item on the next City Commission agenda.

Please note that the Lease provided for a conditional ten (10) year lease extension. In an effort to update all of the City's leases of its properties, our insurance consultant is recommending some minor changes to the insurance provisions of our leases of City property. These updates have been incorporated in the attached.

Please let me know if you have any questions.



Robert V. Schwerer, Esq.
City Attorney

/mlp

Attachment

cc: Robert J. Bradshaw, City Manager (*via email*)
Linda Cox, City Clerk (*via email*)

City Commission Conference Agenda - 9:00 AM

4. e.

Meeting Date: 11/14/2022

Re: SR-A1A South Causeway Bridge Bicycle Lane Pilot Project

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Repurpose one lane on the SR-A1A South Causeway Bridge to accommodate two-way bicycle traffic from South Hutchinson Island to Downtown Fort Pierce.

Attachments

South Bridge Bicycle Lane

Form Review

Inbox

City Manager

Form Started By: Selena Griffett

Final Approval Date: 11/02/2022

Reviewed By

Nick Mimms

Date

11/02/2022 02:39 PM

Started On: 10/24/2022 08:45 AM



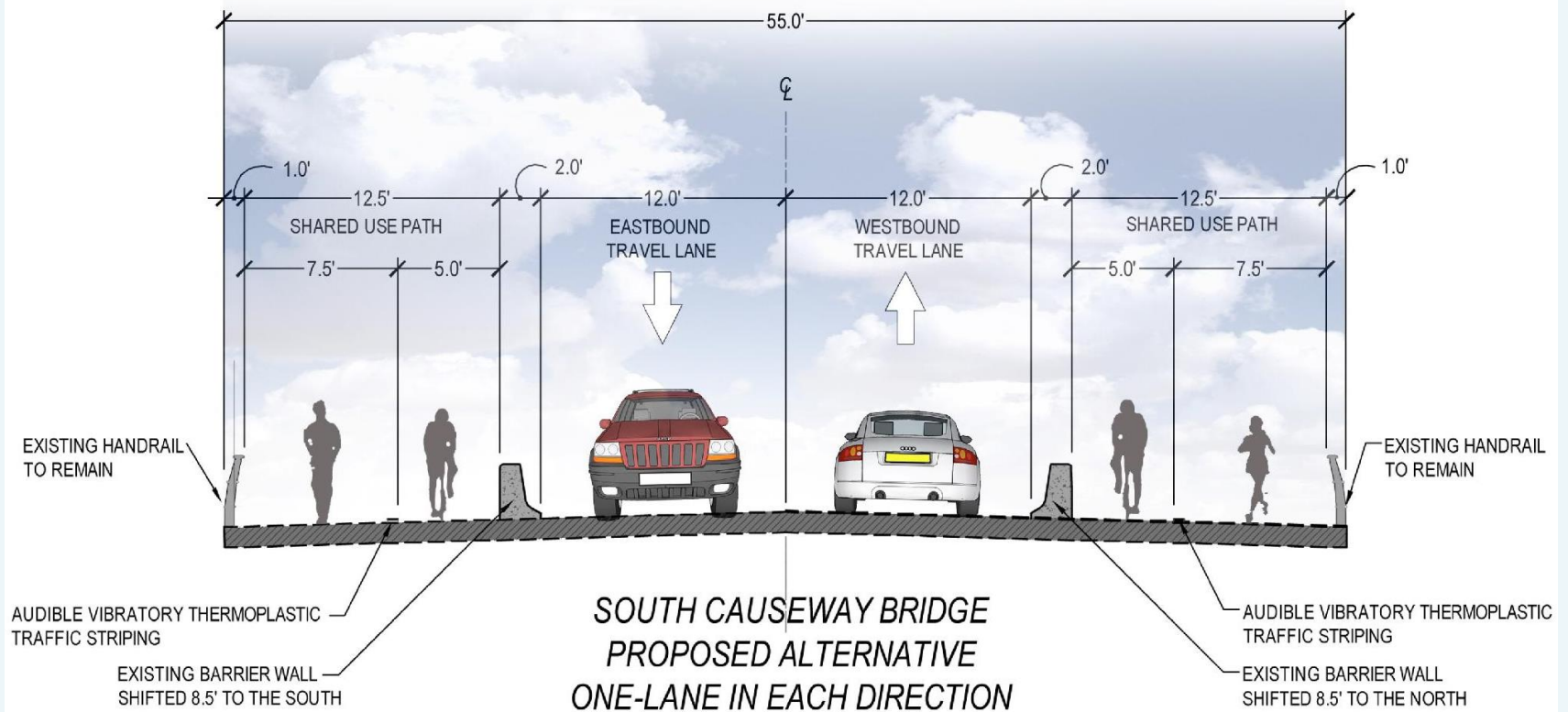
SOUTH CAUSEWAY BRIDGE BICYCLE LANE PILOT PROJECT



**CITY OF FORT PIERCE
CITY COMMISSION
CONFERENCE AGENDA
NOVEMBER 14, 2022**

South Causeway Bridge Reconfiguration Study

February 2012



2019 Public Input Results

	Support	Oppose
Public Workshop	29	15
Online Survey	186	420
Letters/Emails	79	10

Organizational Support

- Adventure Cycling Association
- Florida Bicycle Association
- Treasure Coast Cycling Association

South Causeway Bridge Lane Repurposing Pilot Implementation August 2022



Evaluation Plan

- **Evaluate further adding bicycle lanes to the SR-A1A South Causeway Bridge**
- **Enter the FDOT District 4 Lane Elimination Review and Approval Process**
- **Field test a reconfiguration alternative of the bridge on a temporary basis**

FDOT Analysis

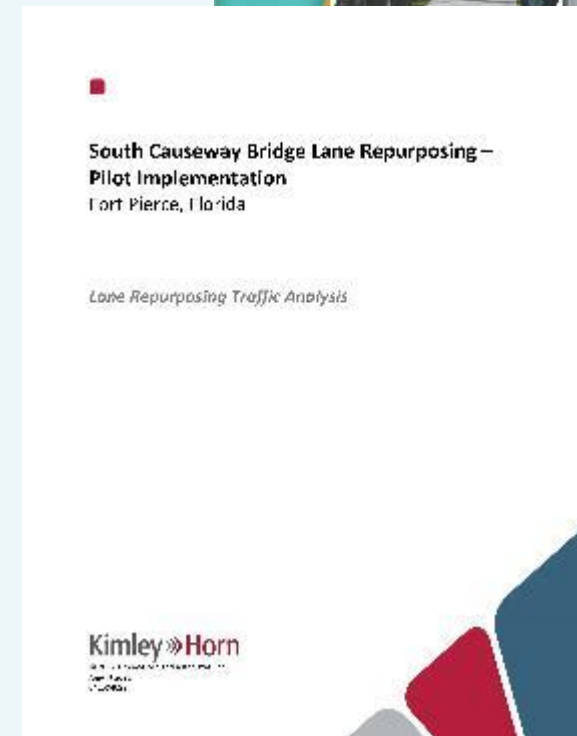
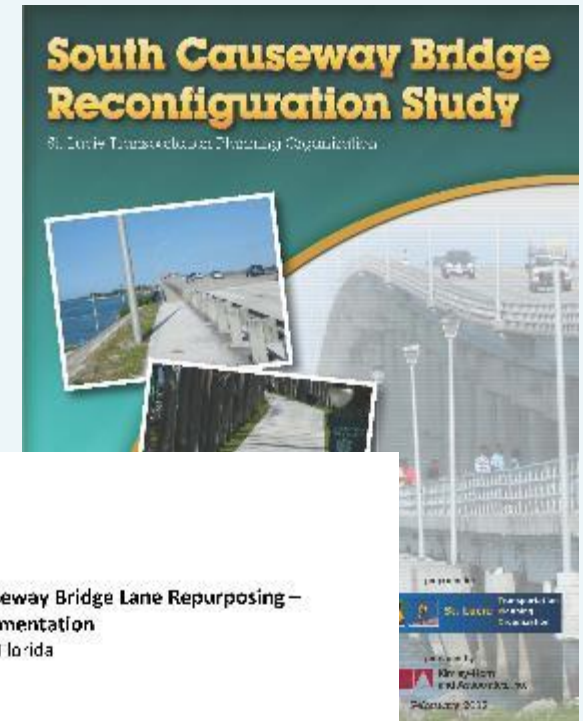
Potential Challenges

- High congestion levels, especially at Indian River Drive signal
- Long queues after multiple cycle failure
- Emergency response delay
- Split public response



City Staff Concerns

- Staff has requested that an emergency evacuation plan be developed
- Emergency Response – Fire Station 2 responses to mainland
- Traffic Impacts
- Assessment criteria – measures of success or failure?
- What are the maintenance costs?
- What are the restoration costs?



Financial Impact



Proposed Projects for CRRSAA Funding

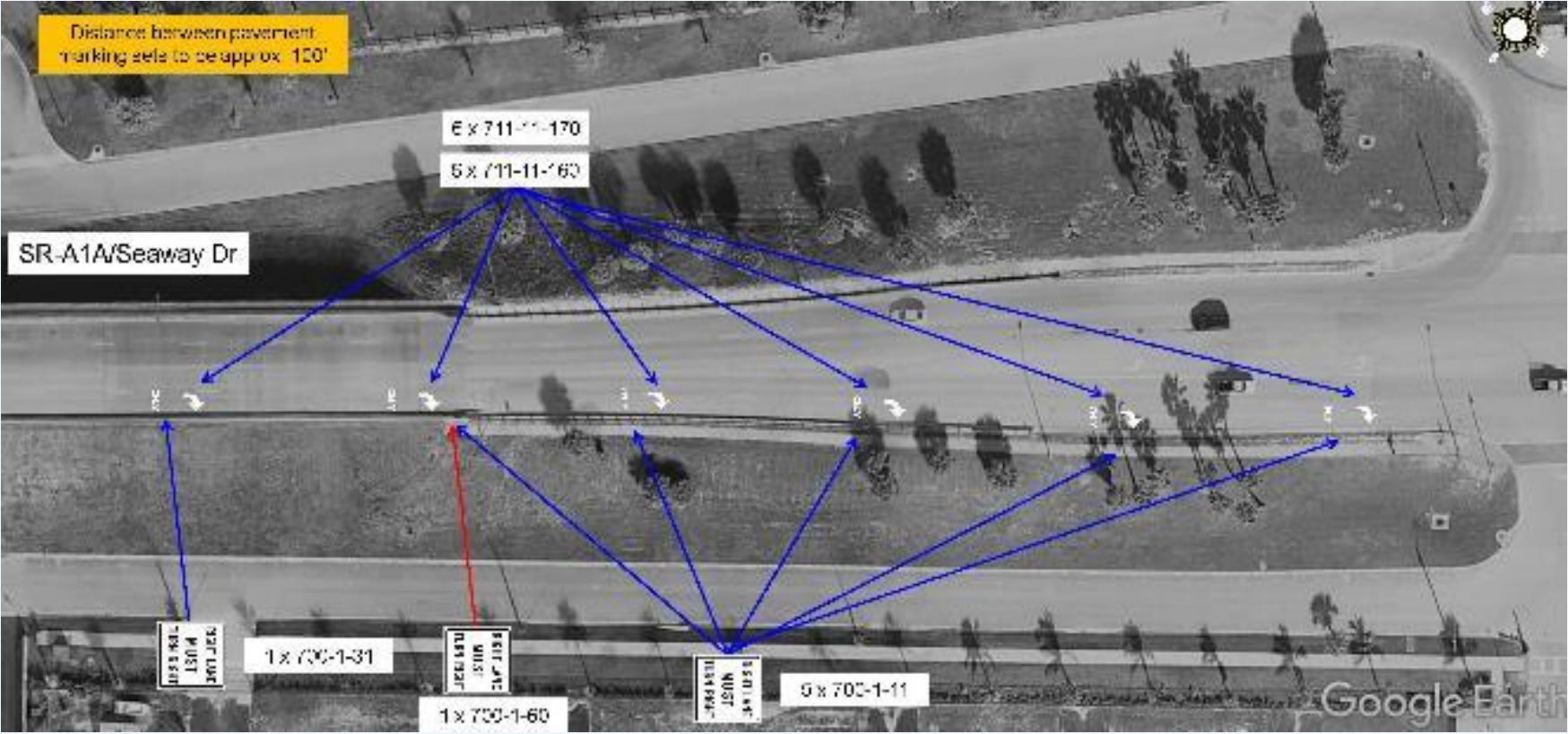
Project Number	Project Name/Segment	Limits	Type of Action	Timing	Funding Amount	Funding Source	Local Agency	Notes
4447071	Gatlin Boulevard-Adaptive Control	I-95 to PSL Boulevard	Advance	From FY 23/24 to FY 22/23	\$314,000	SU	PSL	
4481341	TSM&O Various Locations-Prima Vista Boulevard	Alrosa Boulevard to Naranja Avenue	Advance	From FY 25/26 to FY 22/23	\$310,526	SU	SLC	
4463311	Jenkins Road PD&E	Midway Road to Orange Avenue	Advance and Replace Local Funding	From FY 24/25 to FY 23/24	\$770,000	LF SU TRIP	SLC	
4460741	Selvitz Road Sidewalk	Floresta Drive to Bayshore Boulevard	Replace Local Funding	FY 22/23	\$103,183	LF	PSL	Funding amount may be less due to ineligible costs
4460761	Bell Avenue Sidewalk	South 25th Street to Sunrise Boulevard	Replace Local Funding	FY 22/23	\$85,158	LF	SLC	Funding amount may be less due to ineligible costs
4393264	St. Lucie TPO FY 22/23 - FY 23/24 UPWP		Add Funding	FY 22/23	\$220,000	PL	TPO	To be used for eligible City of Fort Pierce roadway improvements. Funding amount may be more due to ineligible costs of the above projects.

Total: \$1,802,867

South Bridge Lane Repurposing

Item	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	\$25,000.00	\$25,000.00
Maintenance of Traffic	1	LS	\$60,000.00	\$60,000.00
Flexible Lane Delineators	480	EA	\$85.00	\$40,800.00
Signs	12	EA	\$300.00	\$3,600.00
Pavement Marking (Symbols only; assume 1 per 150')	32	EA	\$150.00	\$4,800.00
INSTALLATION ONLY			TOTAL	\$134,200.00

FDOT Projects



FDOT Projects



City Commission Conference Agenda - 9:00 AM

4. f.

Meeting Date: 11/14/2022

Re: Community Engagement

Submitted For: Devoshay Johnson, IT Manager, Information Technology

SUBJECT:

Community Engagement Strategy

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
Information Technology	Devoshay Johnson	11/08/2022 04:14 PM
City Manager	Nick Mimms	11/09/2022 01:37 PM
Form Started By: Jennifer Robinson		Started On: 11/07/2022 10:47 AM
Final Approval Date: 11/09/2022		



CREATING COMMUNITY IN A DIGITAL AGE

“

*To deliver effective storytelling
that reenforces the quality of life
in Fort Pierce.*

OUR SERVICES

- *News & Media*
- *Social Media Marketing*
- *Graphic Design*
- *Photography & Video*
- *Channel FPTV*
- *Website Management*
- *Event Coverage*





Fort Pierce Connection

Kurt Bravo · 1h · 🌐

City of Fort Pierce notifications and updates have been amazing. Keeping us all informed

👍❤️ 31

1 comment

👍 Like

💬 Comment

➦ Share

Sandra Chaplain-Bailey

Great update and resource information! Very helpful, thank you. ...

Like Reply Hide 2w

💎 Top fan

Stacey Pike

Thanks Joe!! Great info to have!

Like Reply Hide 2w 👍 2

Max Areces

Thanks 🙏🙏 it helps to get updates!!! 🙏

Like Reply Hide 2w

May Oyco-Hawkins

Thank you for information 🌞

Like Reply Hide 2w

Jennie Little

🙏🙏🙏🙏

Like Reply Hide 2w

Linda Ferreira

Stay safe. Its pretty rough here in Jacksonville and we are just starting.

Like Reply Hide 2w

↩️ 1 Reply

Most relevant ▾



Comment as City of Fort Pierce

🗨️ 😊 📷 📺 🗣️



Janet Bird Fuller

Thank you for your updates.

Like Reply Hide 2w

↩️ 1 Reply



Bill Kelley

Thank you for the updates 👍 2

Like Reply Hide 2w



Sheila Yount Caldwell

Prayers for you all in Florida, please stay safe!

Like Reply Hide 2w 👍 2

↩️ 1 Reply



Enid Matos

Very grateful for updates!

Like Reply Hide 2w 👍

*Becoming the #1 source
for all City News.*

”

STAY CONNECTED



MEDIA CONNECTION

- City Website
- News Channels
- Public Information Officers
- Community Partners
- Email Subscribers
- Social Media
- FPTV Channel 27
- YouTube






SOCIAL MEDIA

- Facebook – 41,861
- Instagram – 8,323
- Nextdoor – 5,375
- Twitter – 2,814
- LinkedIn – 963
- Youtube – 278

Pages to Watch

Compare the performance of your Page and posts with similar Pages on Facebook.

[Add Pages](#) Reactions, Comments &

Page	Total Page Likes	From Last Week	Posts this week	Engagement
YOU 1  City of Fort Pierce	37K	▲100%	24	10K
2  City of Port St. Lucie - C...	29.3K	▲100%	0	27.8K
3  Visit St. Lucie	25.1K	▲100%	4	2.9K
4  Fort Pierce Police Depar...	22.2K			
5  City of Panama City - G...	17.7K			

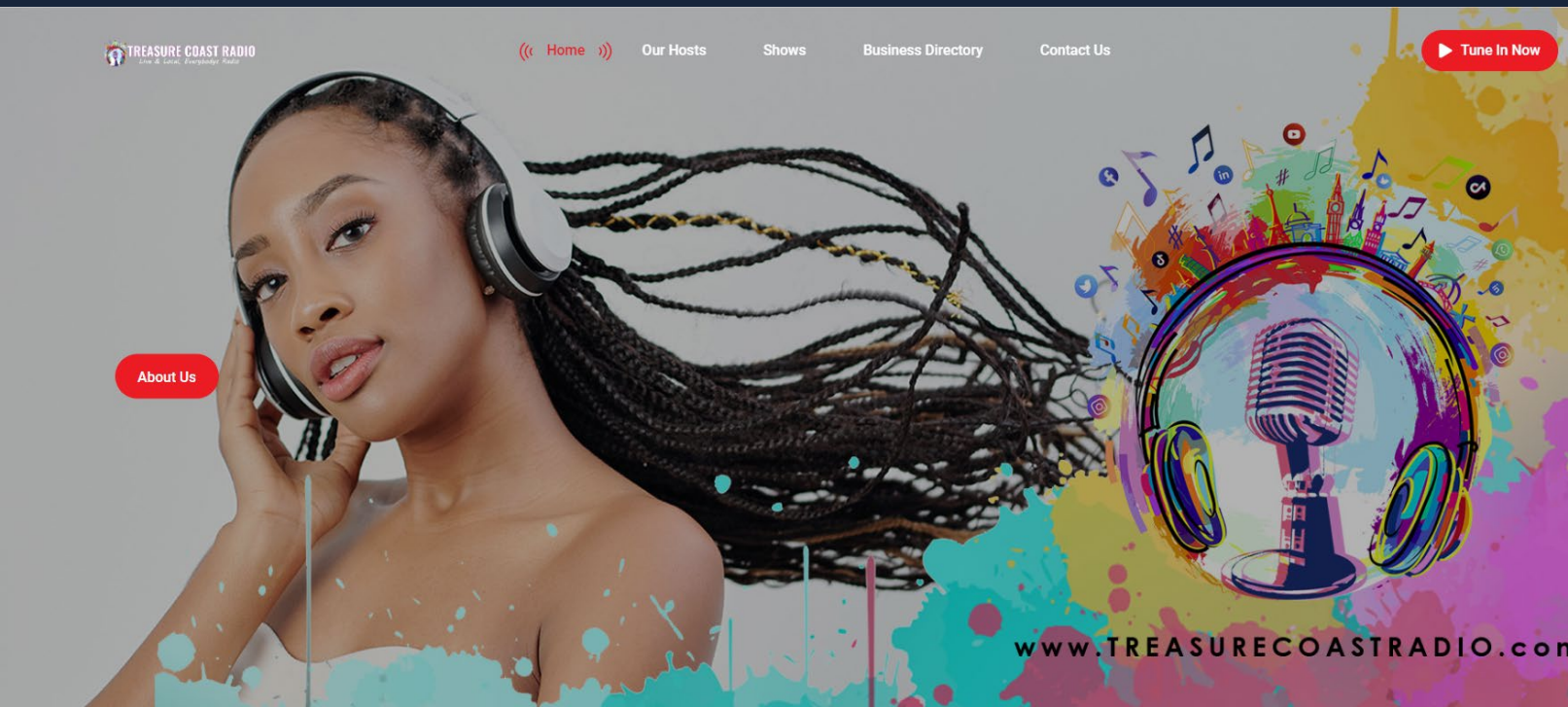
Insights

See all

Last 28 days : Sep 22 - Oct 19 ▼

People reached	272,210	▲35%
Post engagements	83,858	▲151%
Page likes	346	▲63%

COMMUNITY CONNECTION



PRINT

- OYNX Magazine (*joint effort*)
- Indian River Magazine
- Better Living Magazine
- El Hispano News

RADIO

- 1490 AM
- 93.7 FM
- 94.7 FM
- 99.7 FM
- 97.1 FM
- 104.5 FM
- 104.9 FM / AM - Treasure Coast Radio

Best Practices

- SOP's & Policies

- Content Management Platform

- Google Analytics

- Chatbot



STANDARD OPERATING PROCEDURES
FOR SOCIAL MEDIA

Streams

+ New Board

Saved items (0) **NEW**

MY BOARDS

- Monitor my own content
- COFP Facebook Pages**
- Instagram Business: cityoffort...

COFP Facebook Pages | **+ Add stream** | **+ Add social account** | **View as: Compact**

My Posts ...

City of Fort Pierce • 19 mins ago

Join us this Thursday at the River Walk Center for a First Time Buyer's Workshop. This workshop is free and open to the public with no...

Read more

Boost unavailable

2


Write a comment...

My Posts ...

Indian Hills Golf Course • Aug 29

Think of these 3 things to hit a perfect bunker shot every time

<https://bit.ly/3KAJHWS>



Think of these 3 things to hit a perfect bunker shot every time

[bit.ly](https://bit.ly/3KAJHWS)

Boost post

1

Write a comment...

My Posts ...

Fort Pierce City Marina • 4 days ago

Fort Pierce City Marina updated their website address.

www.facebook.com


Boost unavailable

11

Write a comment...

My Posts ...

City of Fort Pierce Animal Control • 4 days ago




Boost unavailable

Write a comment...

My Posts ...

Keep Fort Pierce Beautiful • Aug 29



Boost unavailable


3

Write a comment...

My Posts ...

City of Fort Pierce • 1 hour ago


City of Fort Pierce updated their cover photo.



Boost unavailable

My Posts ...

Indian Hills Golf Course • Aug 28



Boost unavailable

My Posts ...

Fort Pierce City Marina • 5 days ago

Reminder: The City of Fort Pierce will hold a virtual and in-person memorial service to honor CeeCee Ross Lyles who perished on Flight 93 when it...

Read more

My Posts ...


City of Fort Pierce Animal Control • Sep 2

City Hall will be closed on Monday, September 5th in observance of the Labor Day holiday, and will reopen on Tuesday, September 6th at 8:00 AM by...

Read more

My Posts ...

Keep Fort Pierce Beautiful • Aug 29

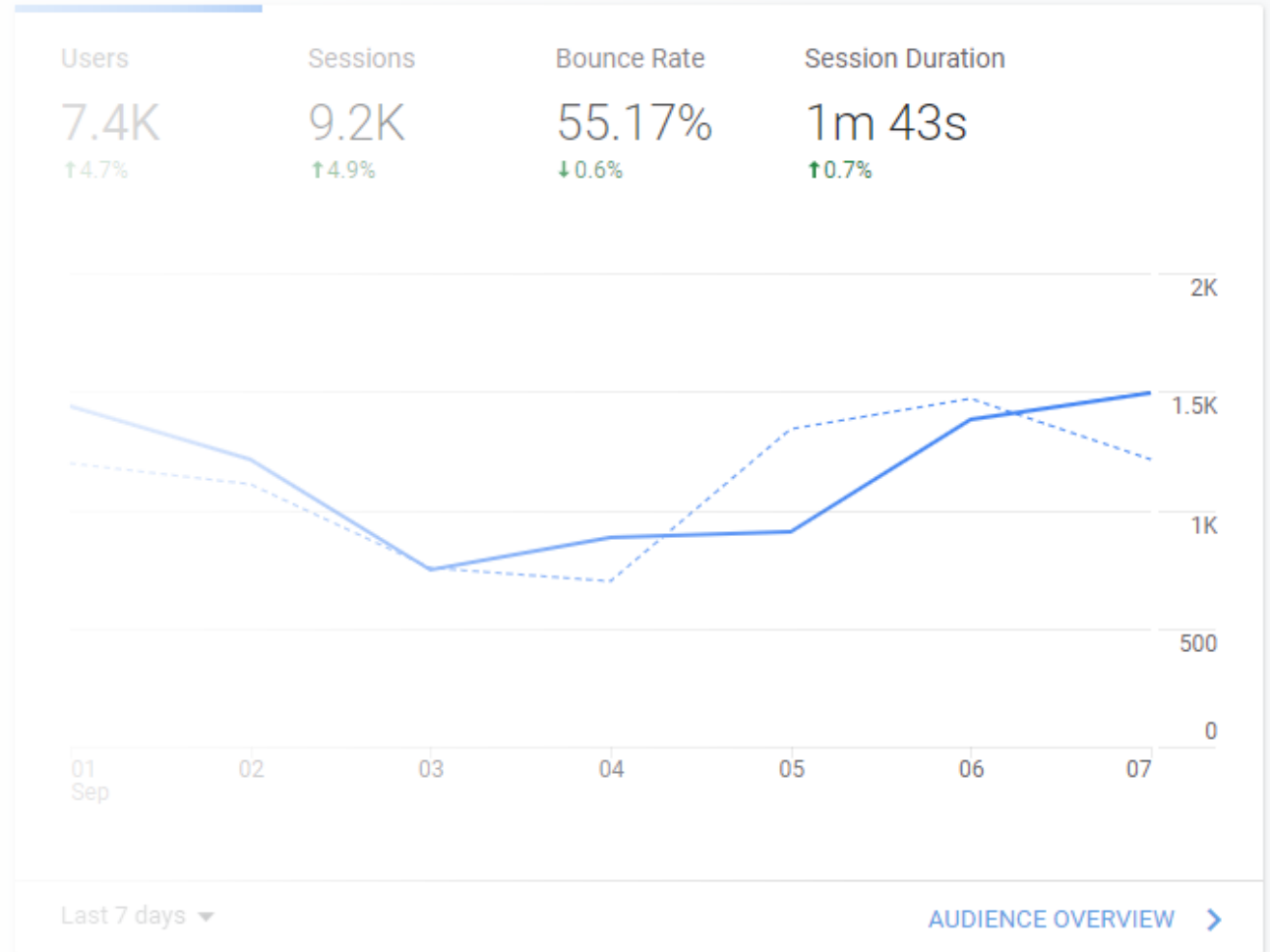


Boost unavailable

Google Analytics

- Reporting data
- Department tracking and reporting enhancement
- Demographic Reporting
- Traffic Sources

Google Analytics Home



How do you acquire users?

Traffic Channel	Source / Medium	Referrals

Active 6

Page

Top

/222

/737

/988

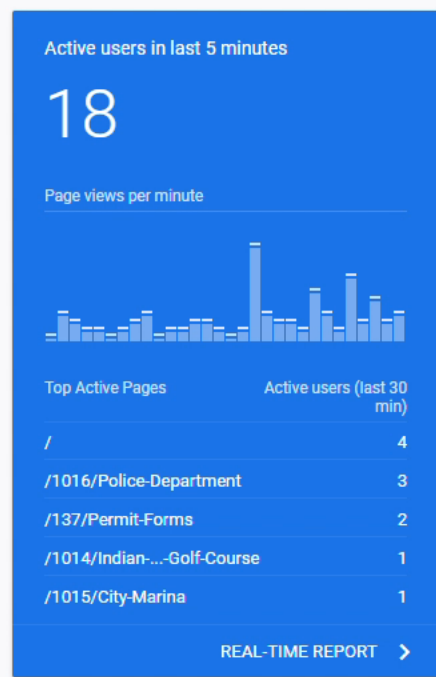
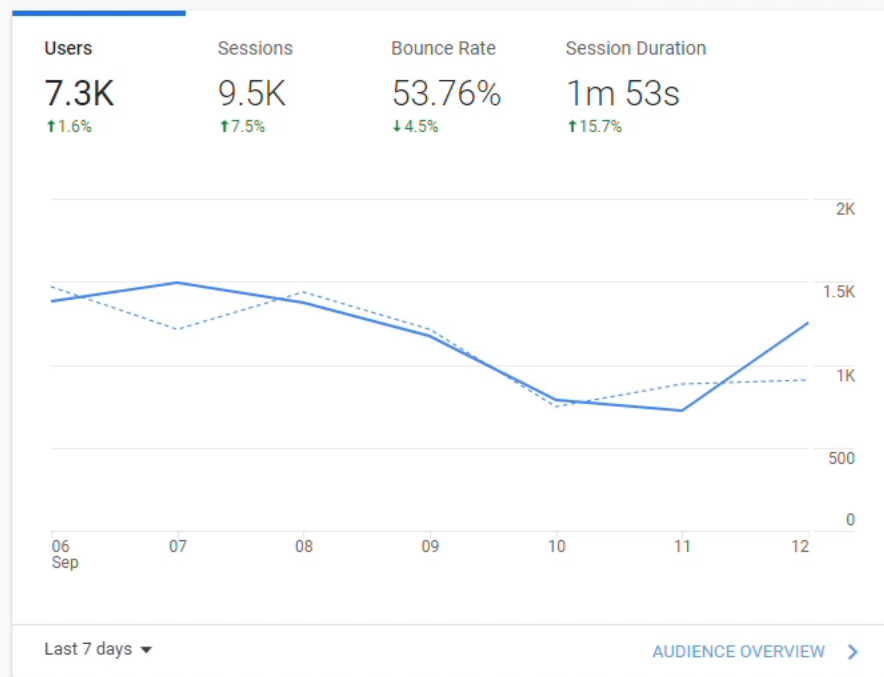
/Civ

Where

Ses

- Home
- Customization
- REPORTS
- Realtime
- Audience
- Acquisition
- Behavior
- Conversions

Google Analytics Home



m.facebook.com has low ga:bounceRate
Aug 1 - 31, 2022

11.33% of your site traffic is from the Referral channel. Check out the table below to see how m.facebook.com performs compared to all of your other referral sources.

Metric	This source	Other [Referral] traffic
Bounce Rate	75.57%	51.47%
Avg. Session Duration	00:00:22	00:02:12

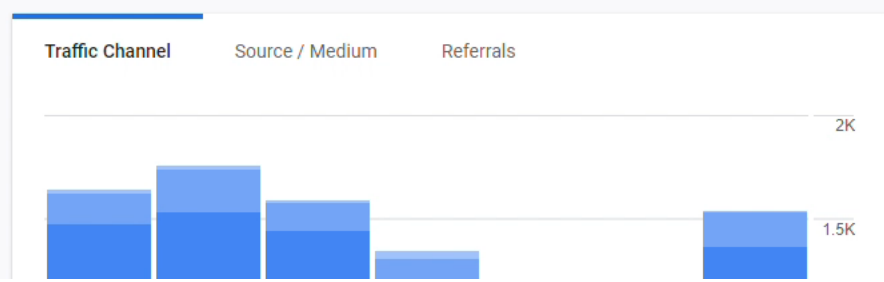
[Go to report](#)

Follow-up Insights

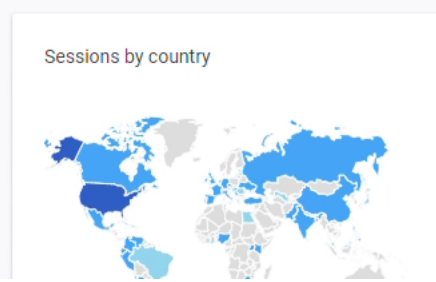
[What are my top referrals by bounce rate?](#)

MORE INSIGHTS >

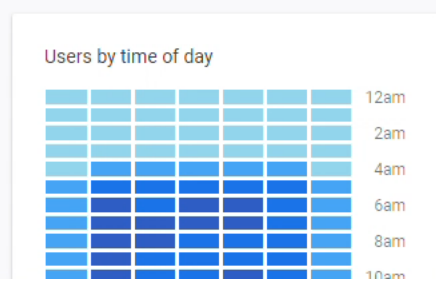
How do you acquire users?



Where are your users?



When do your users visit?



- Attribution ^{BETA}
- Discover
- Admin

Chatbot

- 24/7 Customer Service
- Analytics and Data Measuring
- Enhance communications
- Delivers Unified Content

ce, FL

ate City of Fort Pierce, FL. Enter your questions in the Answer Assistant on the
at will be used to audit the system and identify topic gaps.

ed on 576 web pages. Here is a sample:

CivicEngage (cityoffortpierce.com)

ce (cityoffortpierce.com)

icEngage (cityoffortpierce.com)

(cityoffortpierce.com)

FL CivicEngage (cityoffortpierce.com)

ce, FL CivicEngage (cityoffortpierce.com)

ce (cityoffortpierce.com)

icEngage (cityoffortpierce.com)

(com)

(fortpierce.com)



The City of Fort Pierce's virtual assistant can provide answers and information about resources, services, programs and events the city has to offer. Enter your question and let's get started!

Report an Issue or Concern

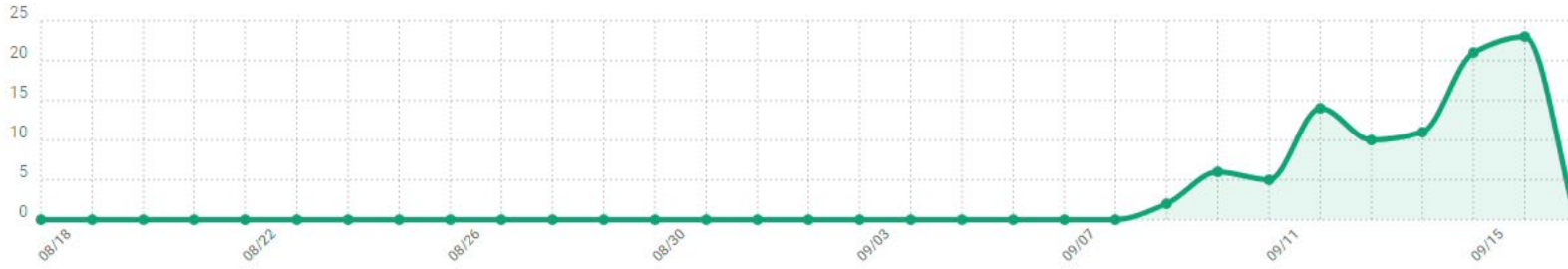
Where to watch LIVE Stream Videos

Enter your question or topic...

Assistant Overview

[Go to Analytics](#)

92 users engaged with Frase during the last 30 days



Latest Questions | Consider Training (42) | Downvoted (13)

Question	URL Location	Rating	Trained	
<input type="checkbox"/> Can I do the application online for the 19th of the \$250 concerning FPUA	cityoffortpiece.com/CivicAlerts.aspx	-	No	
<input type="checkbox"/> Can you apply for other assistance with utilities after receiving 250	cityoffortpiece.com/CivicAlerts.aspx	-	No	
<input type="checkbox"/> boat slip price	cityoffortpiece.com/1015/City-Marina	-	No	
<input type="checkbox"/> pricing	cityoffortpiece.com/1015/City-Marina	-	Dismiss	
<input type="checkbox"/> How can i apply for assistance	cityoffortpiece.com/CivicAlerts.aspx	-	No	
<input type="checkbox"/> If I live in a single-family dwelling and want information about recycling, who do I contact?	cityoffortpiece.com/193/Keep-Fort-Pierce-Beautiful	-	No	
<input type="checkbox"/> Where can I drop off my household recyclables in Fort Pierce?	cityoffortpiece.com/193/Keep-Fort-Pierce-Beautiful	-	No	
<input type="checkbox"/> When will I have a hopefully favorable response as I had plenty of medical documentation?	cityoffortpiece.com/173/Fair-Housing	-	No	
<input type="checkbox"/> Status of applications filed by my lawyer Robert Rydewski for Lori nodine for faur housing for condo	cityoffortpiece.com/173/Fair-Housing	-	No	
<input type="checkbox"/> Status of application filed by my lawyer Robert Rydewski for fair housing for me in my condo	cityoffortpiece.com/173/Fair-Housing	-	No	

Recent Training

WHAT IS A GOOD PHONE NUMBER TO CONTACT THE CITY OF...

saved in COFP Trained Answers
 trained by jsweat@cityoffortpiece.com 2 days ago

agenda 9/13/22

saved in COFP Trained Answers
 trained by jsweat@cityoffortpiece.com 2 days ago

does it cost to park

saved in COFP Trained Answers
 trained by jsweat@cityoffortpiece.com 2 days ago

marina depth

saved in COFP Trained Answers
 trained by jsweat@cityoffortpiece.com 2 days ago

what is maximum depth in the marina

saved in COFP Trained Answers
 trained by jsweat@cityoffortpiece.com 2 days ago

MEMBERS OF THE PLANNING BOARD

saved in COFP Trained Answers
 trained by jsweat@cityoffortpiece.com 2 days ago

WHAT IS THE NAME OF THE CHAIR OF THE PLANNING COMM...

saved in COFP Trained Answers
 trained by jsweat@cityoffortpiece.com 2 days ago

renew vacation rental permit

saved in COFP Trained Answers
 trained by jsweat@cityoffortpiece.com 2 days ago



Communications Division