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

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, May 8, 2023 - 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. Discussion of Little Jim Bait & Tackle lease

   b. Renewal of Revocable License for Land Use with Treasure Coast Youth Sailing Foundation at Jaycee Park Recommendation from the Parks Advisory Committee.

   c. Presentation of concepts for waterways policies by Marina Director Dean Kubitschek

   d. Utilization of Local Contractors update by Purchasing Manager Gelencia Carter

   e. Discussion on Future of Micro-Mobility Program in Fort Pierce

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 **4. a.**

Meeting Date: 05/08/2023

Re: Little Jim Lease

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Discussion of Little Jim Bait & Tackle lease

Attachments

Historic Designation Application
Little Jim Historical Hangout book
Little Jim Historical Photo
Little Jim Bait and Tackle Lease and Extension
Permit Required - 601 N Causeway Drive
Historic Designation Procedure

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/21/2023 11:14 AM
City Manager	Nick Mimms	04/26/2023 07:10 AM
Form Started By: Jennifer Robinson		Started On: 04/10/2023 04:22 PM
Final Approval Date: 04/26/2023		

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CITY OF FORT PIERCE HISTORIC PRESERVATION BOARD
PRELIMINARY HISTORIC DESIGNATION APPLICATION

CHAPTER 23, ARTICLE IV DESIGNATION OF HISTORIC SITES

Section 23-36. Criteria.

(a) Consistent with the criteria established by the National Register of Historic Places, the board shall recommend for designation places, buildings, structures, landscape features, archaeological sites and other improvements as individual sites, districts or archaeological zones that are significant in Fort Pierce's history, architecture, archaeology or culture and possess integrity of location, design, setting, materials, workmanship or association; and meets one or more of the following criteria:

(1) (Significant event) Are associated with events that have made significant contributions to the pattern of history in the community, St. Lucie County, the state or the nation; or
(2) (Significant person) Are associated with the lives of persons significant in our past; or
(3) (Architectural significance) Embodies the distinctive characteristics of an architectural type, period, style or method of construction; or the work of a prominent designer or builder; or contains elements of design, detail, materials, or craftsmanship of outstanding quality; or that represents a significant innovation or adaptation to the South Florida environment; or represents a distinguishable entity whose components may lack individual distinction; or
(4) (Archaeological Significance) Have yielded, or are likely to yield information in history or prehistory; or
(5) Is listed in the National Register of Historic Places; or
(6) (Aesthetic significance) Is a part of or related to a landscape, park, environmental feature or other distinctive area, and should be developed or preserved according to a plan based upon a historic, cultural, or architectural motif; or because of its prominent or spacial location, contrast of siting, age, or scale is an easily identifiable visual feature of a neighborhood or the city and contributes to the distinctive quality of such neighborhood or the city.

NAME OF LANDMARK: Little Jim Bait & Tackle

ADDRESS OF LANDMARK: 601 N Causeway Fort Pierce 34949

LEGAL DESCRIPTION: 35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E 1556.56 FT, TH S

PARCEL IDENTIFICATION NO.: 1434-100-0000-020-9

TYPE OF PROPERTY: ☐ Archaeological Site ☑ Commercial Building ☐ Public Building ☐ Residential Building

☐ Other (describe): _____

DATE OF PROPERTY (PERIOD OF HISTORICAL SIGNIFICANCE): 1940

IS THE PROPERTY LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES?: ☑ No ☐ Yes, Record #: _____

HISTORY OF THE SITE

Please give an explanation as to why this property is historically, culturally, architecturally, or archaeologically significant and how the property fulfills the criteria for designation (Section 23-36). Use additional paper if necessary.

This parcel was originally a Navy Guard shack during WWII and was the Point of entry on to the Navy "Frogmnan" training facility, We have researched the site and have prepared a packet with information for

In the late 1940s William "Bill" Turner started selling Bait out of the abandoned shack

The following information should be included, if known:

ORIGINAL OWNER(S):

SUBSEQUENT OWNER(S): City Of Fort Pierce

ARCHITECT:

BUILDER:

DATE OF CONSTRUCTION: 1940

ORIGINAL USE: Navy Guardshack

SUBSEQUENT USE(S): Bait & Tackle shop

CURRENT CONDITION OF THE SITE: ☐ Excellent ☑ Good ☐ Fair ☐ Poor

HISTORICALLY SIGNIFICANT EVENT(S) ASSOCIATED WITH THIS SITE OR STRUCTURE:

Used as the official entry to the Frogman training facility during WW II

HISTORICALLY SIGNIFICANT PERSONS ASSOCIATED WITH THIS SITE OR STRUCTURE:

US Navy Seals/ Museum

ANECDOTES AND/OR STORIES ASSOCIATED WITH THE SITE OR STRUCTURE (USE ADDITIONAL PAPER IF NECESSARY):

PLEASE ATTACH THE FOLLOWING:

- ☐ Photographs of the site and/or exterior of the structure (Interior as well, if applicable)
- ☑ Historic Photographs (if available)
- ☑ Other materials related to historical research of property (if available)

CURRENT PROPERTY OWNER(S) NAME: City Of Fort Pierce

CURRENT PROPERTY OWNER(S) PHONE NO.: 772-467-3000

CURRENT PROPERTY OWNER(S) MAILING ADDRESS: 100 N US Hwy 1 Ft Pierce FL34949

An owner's signature below indicates consent to the proposed historic designation as described in this application.

Property Owner's Signature _____ Date _____

State of _____ County of _____

I certify that on the date set forth below the property owner named above did appear personally before me and that I did identify this person by: (a) comparing his/her physical appearance with the photograph on the identifying document presented by the person, and (b) comparing this person's signature made in my presence on this form with the signature on his/her identifying document. The statements on this document are subscribed and sworn to before me by the individual on this ____day of _____, _____.

Notary Public Signature: _____

Notary ID Number: _____ Expiration Date: _____

Little Jim

Historical Hangout

Fort Pierce, Florida

Historical Hangout

Little Jim Bait and Tackle is situated along the Indian River Lagoon––the most biodiverse estuary in North America. The area has a rich history dating back thousands of years, with evidence of Native American settlements dating back to 10,000 BCE. The area was first visited by europeans in the 16th century, with Spanish explorers landing on the shores of what Is now Fort Pierce, Florida.

During the 19th century, Fort Pierce was a center of activity for the citrus industry, with many orange groves and packing houses in the area. However, fishing has always been a significant part of the local economy, with the Indian River Lagoon providing an abundance of fish and shellfish. In the early 20th century, Fort Pierce became known as the "Sailfish Capital of the World," with large numbers of sailfish being caught in the area.

Little Jim Bait and Tackle is a small, family-owned business that has been serving the local fishing community for over 60 years. The shop offers a wide range of fishing gear and supplies, as well as live bait. Little Jim is well-known amongst local anglers and locals alike, and is a testament to the importance of fishing culture in the area. Fishing has long been a way of life for the people of Fort Pierce, and businesses like Little Jim are an integral part of the local culture.

A 1970s-era photo of Little Jim's Fish Camp located along the North Beach Causeway in Fort Pierce.

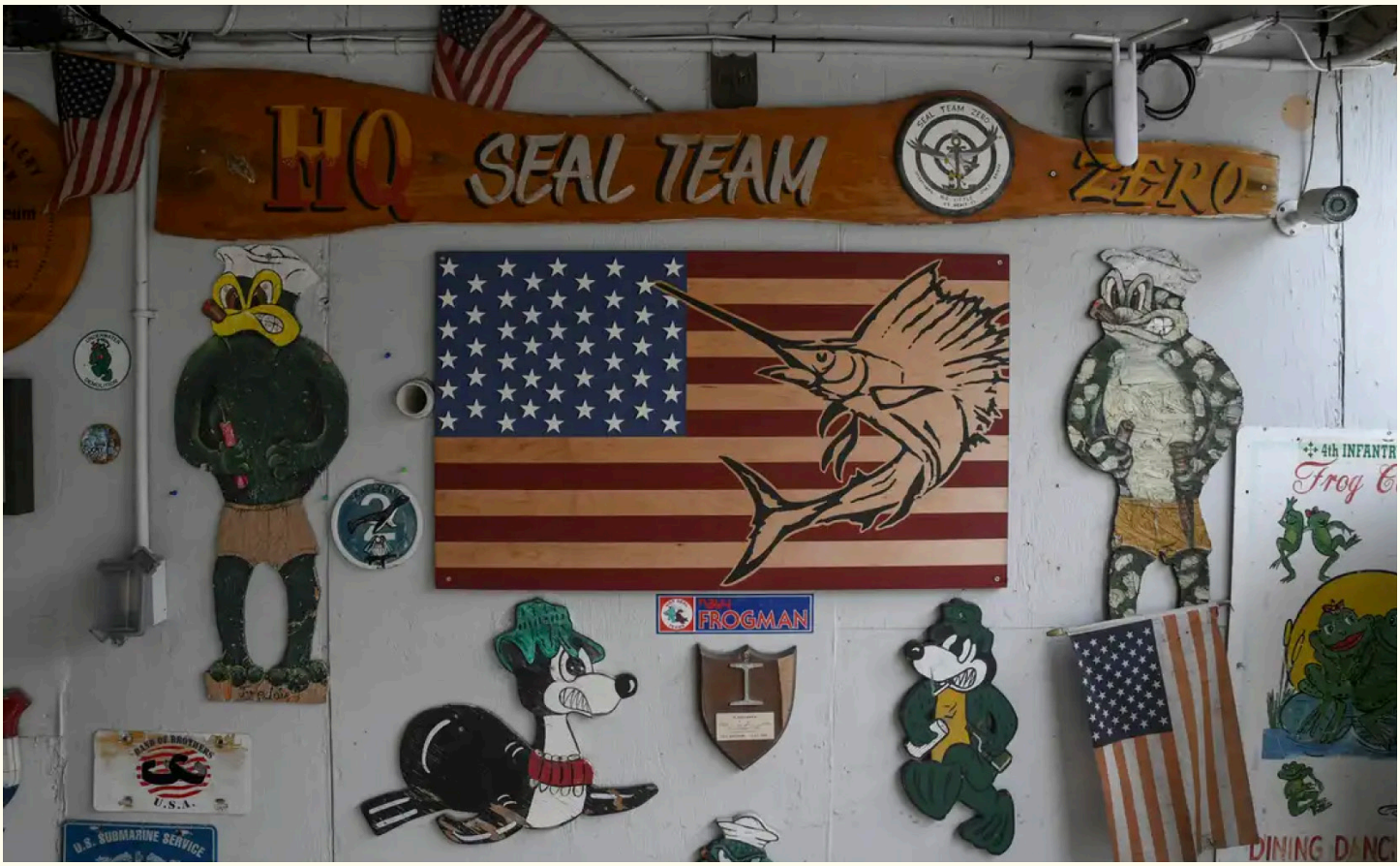
TC Palm. December 2, 2022

World War II had a significant impact on the local fishing industry, as many commercial fisherman were drafted into the military or enlisted voluntarily. However, recreational fishing remained a popular pastime among local residents, and the area continued to attract anglers from around the country.

During World War II, Fort Pierce played a significant role in the war effort. The Navy established a training facility called the Naval Amphibious Training Base (NATB) in 1942. The NATB was used to train amphibious forces, including the famous "Frogmen" who were the precursors to the modern-day Navy SEALs. The base was also used to train soldiers in the use of landing craft and other amphibious equipment.

The location of Little Jim was a guardhouse for Naval amphibious operations, and was also used as a checkpoint for vehicles seeking entrance to the camp where Navy Combat Demolition Units were training. In 1944, upon closing operations, the Navy gave the land and the building to the city.

The SEALs continue to pay homage to this history by visiting Little Jim and suggesting it to visitors of the Navy Seal museum. Stuart News article "SEAL of approval" from January 2011 gave an ode to this continued historic relationship. This small location is a vital memory of the Treasure Coast's role in World War II, and the Navy SEAL's continued dedication to Little Jim is also made clear in their letter of support which follows.



TC Palm. December 2, 2022

To whom it may concern Feb 15th 2023

I am writing this letter to offer support for the Historical and Community importance of Little Jim Bait and Tackle. The history of Little Jim's is told daily through our staff and volunteers here at the National Navy SEAL Museum. When we discuss the training and history that was conducted here in 1942, and how the Naval Combat Demolitions Units (NCDU's) who lived on south Ft. Pierce inlet, then traveled through the cut to the north beaches to train; we always mention Little Jim's and how it was used as a check-in stop for accountability and safety of the men training on the north beaches. It is a historical landmark to us and visitors and locals alike.

Additionally, our guests are always asking where they should go to lunch after their visit, and Little Jim is among the first we mention. The food is great, staff friendly and efficient, but most importantly we mention how they can continue the historical tour by stopping in, seeing a piece of history, and obtain a better understanding of how and why this spot was used back in 1942-43.

In closing, The National Navy SEAL Museum is proud of the history here in Ft. Pierce, and Little Jim's is a key site. There will be progress in the area in the coming years, but we should support and keep historical locations, like Little Jim's for future generations to experience.

Sincerely
CDR SEAL (Ret) Grant Mann
Executive Director
National Navy SEAL Museum

The Stuart News | Section B

Local

Monday, January 10, 2011 » MC

■ **Enjoy the lighter side of your morning**
Read two pages of comics in full color every day.
14B

MONDAY CHAT
WITH LYDIE TRAUTMANN

VGTI working on vaccines for viruses

By Joe Crankshaw
joe.crankshaw@scripps.com
772-221-4181

Lydie Trautmann

Born in Strausbourg, France, Lydie Trautmann earned bachelor's and master's degrees from the University of Strausbourg, and a doctorate in immunology from the University of Paris.

She has joined the staff of the Vaccine & Gene Therapy Institute as an assistant member and principal investigator focusing on immune cells that have the power to kill infected cells, thus helping control viral infections.

She is married and has two children. Her husband is a painter.

Q. What does it mean when it says you are an immunologist?

A. That means that I am studying immune cells. I am trying to find out how the "guards" for the human body act to counteract attacks by viruses for which we are not well armed. For the moment, the only way to fight these attackers is with vaccines. That's why we have vaccines for some infections. We don't have them for all infections, and we are still trying to understand how the cells work.

Q. What does it mean when your resumé says you are looking at the ways immune cells kill infected cells?

A. That means viruses enter your cells and the only way to get rid of them is for immune cells, called leukocytes (white cells), to recognize the virus is in the cell and kill it to get rid of the virus. Sometimes your immune system is dysfunctional, meaning it did not get rid of the virus and did not win.

Q. Are HIV and AIDs examples of that type of virus?

A. A very good example, because it targets the immune cells and disorganizes the immune system. Then we have a dysfunctional response from the system and are not able to get a clean environment within the cells.

Q. Is it possible to develop a vaccine that will accomplish this?

A. We hope so. That is what we are doing here at VGTI. But we hope to be able to stop all bad virus by understanding what the immune system needs. When we know how the system works, we can try to find cures for other viruses as well. We can create vaccines which teach the cells how to react when a virus is detected.

Q. Does the fact that this is flu season help your investigation?

A. We hope not many people get the flu, but if they do, we hope they may become part of our clinical trials conducted with Martin Memorial Hospital. The only way we can do these trials is use blood from a patient who has the disease.

Q. What caused you to want to get into this field of study?

A. I knew I wanted to do immunology research since the age of 17 for personal reasons.

For more on this interview, go to TCPalm.com.

SEAL of approval

■ Little Jim's Bait & Tackle is popular fish camp, retired Navy UDT SEAL hangout

Dancing to the sounds of the live band Paradise Islanders, Marty (left) and Mary Ann Tormey enjoy the Wednesday afternoon entertainment on the deck at Little Jim's Bait & Tackle fish camp. "They have very nice music, a nice place," Marty Tormey said.

Story and photos by Eric Hasert
eric.hasert@scripps.com

FORT PIERCE – Representing a bit of old Florida, Little Jim's Bait & Tackle offers not only a popular fish camp, but a small piece of World War II history that helps highlight the Treasure Coast.

The facility is nestled on the Indian River Lagoon along the North Causeway of State Road A1A, just off the south side of the road at the southwest corner of the Little Jim Bridge.

Although the details are somewhat sketchy with age, the location is said to have been one of the guardhouses for the World War II Naval amphibious operations base on North Hutchinson Island.

Nowadays, the fish camp belonging to Richard and Rita King is on city-owned property. It is a popular hangout with local fishermen, Fort Pierce residents and lots of retired Navy UDT SEALs during the National Navy UDT-SEAL Museum's annual muster every November.

A small marina dockage gives access to the bait shop by boat and a fishing pier just south of the bridge is a favorite fishing spot. Lots of WWII memorabilia covers the outside wall under a covered pavilion, where many patrons come to hang out or enjoy live music on Tuesday and Wednesday afternoons.

"We like the music, it's very easy and nice to dance to," said Marty Tormey, a seasonal Fort Pierce resident, after dancing to with his wife Mary Ann. "My parents use to come here, which started us coming here a few years ago, and we try to come every week when we are here."

A Frog Man Trail road sign attached to the covered deck offers a subtle hint of the history behind the location of Little Jim's Bait & Tackle in Fort Pierce.

Above: Little Jim's Bait & Tackle is on State Road A1A at 601 North Causeway in Fort Pierce. It's on the southwest corner of the Little Jim Bridge and features a bait shop/store with a kitchen, a covered deck, boat ramp and a marina. **Below, left:** A photo display featuring signed pictures of Navy SEALS who participated in the annual National Navy UDT-SEAL Museum's annual muster is visible in the middle of the bait shop's store. **Below, right:** Fisherman Dean Gross of Fort Pierce cleans his catch of lobster and several fish alongside the dock at Little Jim's as patrons listen to live music on the outside deck. "The people, the good times, nothing like Little Jim's," Gross said.

War films to be shown

Carl Keske, a retired captain in the Navy Reserve, will host "World War II in HD," a 10-week series of war documentaries narrated by actor Gary Sinise beginning at 10 a.m. Wednesday at the Blake Library, 2351 S.E. Monterey Road in Stuart. The series, which will run Wednesday mornings through March 16, follows 12 Americans through the war. Keske, who served on several naval vessels, will provide commentary. A question-and-answer session and a quiz will follow each film. Admission is free. For information, call 772-221-1403 or visit www.library.martin.fl.us.

Join United Way tour

The United Way of Martin County will tour two member agencies, House of Hope and Treasure Coast Hospice, beginning at 10 a.m. Wednesday at the United Way office, Suite 101, 105 S.E. Central Parkway in Stuart. House of Hope provides emergency assistance to Martin County residents who experience a financial, housing, food or medical crisis. Treasure Coast Hospice provides comprehensive, compassionate care to children and families who have the suffered the loss of a loved one. For information, call (772) 283-4800, ext. 227.

Things You Need to Know

FAU president to speak

Mary Jane Saunders, the new president of Florida Atlantic University, will speak to members from the five Martin County chambers of commerce during a breakfast from 8 to 9:15 a.m. Thursday at Hobe Sound Bible College, 11298 S.E. Gomez Ave. in Hobe Sound. The event is open to the public; cost is $10. Reservations are required. For information, call 772-546-4724 or e-mail jotten@hobesound.org.

Park to be named

Palm City Park at 2050 S.W. Mapp Road will be renamed in honor of Marine Lance Cpl. Justin James Wilson in ceremonies at 11 a.m. Saturday at the park. Wilson, the 24-year-old son of Lance and Frances "Fran" Wilson of Palm City, was killed March 22 in Afghanistan by a roadside bomb. For information, call 772-221-1352.

Author, illustrator to talk

Author and illustrator Janeen Mason of Stuart will discuss and sign copies of her new book, "Gift of the Magpie," from 6 to 8 p.m. Thursday at the Blake Library, 2351 S.E. Monterey Road in Stuart. Mason's book for children is about lovebirds, nest building and shoes, so attendees are asked to bring pairs of spare shoes to donate to the House of Hope charity. Light refreshments will be served. For information, call 772-221-1403 or visit www.library.martin.fl.us.

Earthquake remembered

A memorial service on the first anniversary of the devastating earthquake in Haiti will be from 6 to 8 p.m. Wednesday in room A of the Port St. Lucie Community Center, 2195 S.E. Airoso Blvd. in Port St. Lucie. Representatives from the sponsoring organizations, including the Center for Health Education and Social Services, the Haitian Advisory Council and the Vero Beach-based Haiti Clinic, are scheduled to speak. For information, call 772-626-8650.

Staff reports

The Stuart News. January 10, 2011

Bait shop to reopen with a bash

Tyler Treadway
staff writer

Little Jim Bait & Tackle will officially reopen Nov. 13, the date of the 14th annual Beer Bash thrown by a group of former Navy frogmen.

"There'll be a lot of retired veterans here that day. And the public is invited as well," said Jim "Patches" Watson of Vero Beach, a former SEAL and longtime denizen of Little Jim's.

The bash usually coincides with the annual Muster traditionally held on Veterans Day weekend at the nearby Navy SEAL Museum. That event has been postponed until spring because of hurricane damage at local hotels.

"We're going for it, come hell or high water," Watson said of the party.

"I don't know about the first part," replied Richard King, manager of the bait shop with his wife, Rita, "but we might get the high water."

King said the bait shop probably will open a few days before the party.

"But on a limited basis," he added. "It'll take a while to get stocked up."

- tylertreadway@scripps.com

Roberta Miner, owner of Little Jim's Fish Camp, looks over a 1970s-era photo of the fish camp at Little Jim's Bridge along with Steve Doane, one of her regular customers and part-time helper, as volunteers gather to help rebuild the damaged Fort Pierce landmark along the North Beach Causeway.

ERIC HASERT
staff photographer

VOLUNTEERS

FROM A1

stood at the western base of Little Jim Bridge, a checkpoint for vehicles seeking entrance to the camp where Navy Combat Demolition Units — the forerunners of the Underwater Demolition Teams and Navy SEALS — were training.

Minor vaguely remembers a "Mr. Einzik" who owned a bait shack there soon after World War II. Hollis "Holly" Crowell had the place until Minor and her first husband, Charles Palmer, took over in 1978. After Palmer died, she and her second husband, Al Minor, ran it.

The site is owned by the city of Fort Pierce. And after a struggle with city officials in the early 1990s, the Minors got a lifetime lease on the business.

After Al Minor died, Roberta Minor kept the business open by herself — with a little help from her friends.

"But after these recent storms, she's just not up to rebuilding," said Rita King, Richard King's wife. The Kings are taking over as managers of the bait shop for the 68-year-old Minor.

"A lot of us who are longtime customers don't want this area to lose a landmark," Rita King said. "And that's what Little Jim's is, a landmark."

In fact, the Kings are spearheading an effort to have Little Jim's declared a historic site, a petition requesting that has garnered about 4,600 signatures.

This will be the second time for the bait shop to be rebuilt. It rose phoenix-like after a fire in 1980. Many of the ceiling joists and other framework timbers are charred from the fire.

"The main building was built with Dade County pine," Richard King said, "and that stuff's pretty indestructible."

Jim and Gail Wong of Long Beach, Calif., signed the Kings' petition last week. Whenever they visit Jim's brother, Denny Wong of Fort Pierce, they always stop at Little Jim's.

"It's where we get our bait and beer," Jim Wong said. "And they've got the best boiled peanuts around. But mostly, it's the people here — good, friendly people."

Little Jim's caters to the small boats that ply the Indian River Lagoon rather than the large offshore rigs.

"We get a few ocean boats," Minor said. "We get some of everything, people from all walks of life. You don't have to be Mr. Gotrocks to put your boat in here. Now, there are some millionaires who come here — you just wouldn't know it to look at them."

Said Rita King, "Anybody who's a boater on the Treasure Coast knows about this spot, about Little Jim's. It's a bit of old Florida. People come here because they feel at home here."

And not just people.

Every year a pelican known as "Old Gimpy" stops by the bait shop on his migration from Louisiana.

"He flies in, walks right up to the door and asks for a handout," said Steve Doane, a part-time Little Jim employee for the last eight years, explaining that the bird got his name after regulars noticed he was limping and took a couple of fish hooks out of his leg.

"Old Gimpy, he's just another regular."

- tyler.treadway@scripps.com

A drunk driver ruined something precious. Amber Apodaca.
Friends Don't Let Friends Drive Drunk.

The Stuart News. November 1, 2004

Aside from its historical significance with regard to the war effort, Little Jim Bait and Tackle embodies the distinctive characteristics of the Florida Cracker Style architecture. The property is situated in a prominent location on North State Road A1A on the Indian River, making it an easily identifiable visual feature on the waterfront. It is one of the few remaining structures that reflect the region's unique architectural style.

The building is also an example of adaptation in the South Florida environment. In 2004, Hurricane Charlie destroyed Little Jim as with much of the entire city. With the city in shambles, locals banded together to rebuild Little Jim and maintain a semblance of normalcy and community amidst the destruction. After the property was rebuilt, Little Jim officially reopened on November 13, 2004 on the same date of the 14th annual Beer Bash thrown by the form Navy SEALS.

Landmark with allure

Volunteers rebuild Fort Pierce's Little Jim Bait & Tackle

By Tyler Treadway
staff writer

FORT PIERCE — Two days after Hurricane Frances, Richard King took a boat — the only way to reach North Hutchinson Island — to survey damage to Little Jim Bait & Tackle.

"I was looking it over, and all of a sudden, the phone rang," King recalled. "I couldn't believe the phone would be working, and I couldn't resist picking it up. So I answer, 'Little Jim's.' " And this guy from Cincinnati on the other end, a longtime customer who watched the hurricane hit Fort Pierce on TV, asks, 'Are you guys open?' "

Little Jim's, the long-lived, well-known and much-loved purveyor of bait, beer and boaters' supplies, is still closed because of extensive damage from hurricanes Frances and Jeanne. But thanks to the efforts of some faithful customers, the business will reopen.

Just about every afternoon, and especially on weekends, volunteers can be seen wielding power saws and framing hammers at the site along state Road A1A, across the North Bridge from Fort Pierce.

"All these people I've never seen work a day in their lives are working here now," joked Roberta "Miss Bobbie" Minor, who's run Little Jim's for 26 years.

The history of Little Jim's is as convoluted as the trails twisting through the mangroves around it.

Early maps indicate the bait shop is on Little Jim Island along Little Jim Cut and adjacent to Little Jim Bridge; but nobody seems to know who "Jim" was.

"I don't think there ever was a Jim," said Minor. "Not one that I know of, anyway."

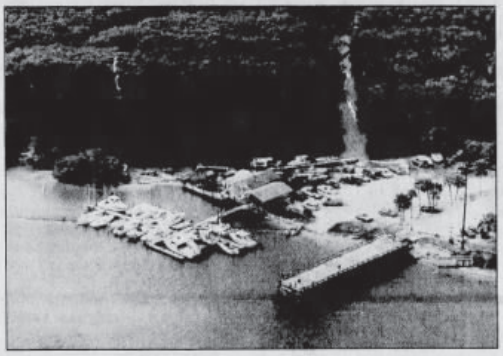
Old-timers remember that during World War II a guard shack

See VOLUNTEERS, A15

GRAND REOPENING

➤ Bait shop to reopen with a bash. **A15**

ROBERT LANE staff artist



A 1970s-era photo of Little Jim's Fish Camp located along the North Beach Causeway in Fort Pierce.

ERIC HASERT
staff photographer

ERIC HASERT staff photographer

Volunteer helper Goat Farineau, left, helps carpenter Craig Young reposition a window frame inside the Little Jim's Fish Camp building along the North Beach Causeway on North Hutchinson Island. The building, which was originally constructed in 1941, served as a checkpoint at the foot of the Little Jim Bridge guarding the Navy UDT-SEAL team training camp during World War II and is currently being restored after heavy damage from the recent hurricanes.

Press Journal. November 1, 2004

Besides its historical, architectural, and aesthetic significance, Little Jim is culturally treasured. Its history has long been marked by legal battles over lease rights; and swift community support has always shown up to try to save it.

In November 1997, under the threat of canceling Little Jim's lease, over 4,000 locals signed in support of Little Jim's, and supporters packed City Hall in protest. The Press Journal of Vero Beach published a sweeping defense of Little Jim one month later, claiming the fish camp "a part of local folklore" and highlighting locals who said "this place kind of brings you door, a hand is raised in warm back to the good old days." Another patron added: "I grew up here."

Again in 2008, when the renewal of the Little Jim lease was up for a vote by the county commissioners, one Fort Pierce resident Gene Edwards loved the place so much that she published an opinion piece in the Stuart News on March 19, 2008. She urged all locals to contact their city commissioners in order to help "retain this neighborly and historical retreat" and remembers how the community of "local patrons" banded together to help restore Little Jim's to code and maintain this "small spot where a hard-struck bunch of locals could find their friends and feel some sense of normalcy" after hurricane Charlie.

Fish Camp Part Of Local Folklore

Owners, Customers Love The Place, Fight To Preserve It

By JENI BROCK STEELE
Press Journal Staff Writer

Press Journal Staff Photo by Jeni Brock Steele

Little Jim Bait and Tackle — or fish camp, as locals call it — is a landmark just east of North Beach Causeway at Little Jim Bridge on North Hutchinson Island. The many customers who frequent the store want it to stay exactly the way it is.

Little Jim Bait and Tackle has been called many things — an eyesore, a violation of city codes and a pain in the neck.

But those who frequent the historic fish camp just east of North Beach Causeway at Little Jim Bridge on North Hutchinson Island call it home.

Buck Peterson is there every day and there's a simple reason for it.

"I like it here," he said. "I want to come here and so I do. That's why."

Owner Bobbie Miner and her husband, Al, are part of the local folklore. What they could tell about their battles would fill a book.

PEOPLE & PLACES

They've battled for the land rights, which once belonged to the state but were given to the city as long as the land "was for public use."

Five years ago, the city considered alternative uses for the land and questioned renewing the lease to Mrs. Miner. Thousands of people showed up at the City Commission meeting to protest. The 15-year lease, with a five-year renewal option, was renewed.

More recently, the fish camp was targeted by developers who think the property would be better used as a marina with a yacht club atmosphere.

Mayor Eddie Enns said the proposal is not an issue because the city has a lease, and there's been no need to reconsider.

Little Jim Bait and Tackle has long been the David to bureaucracy's Goliath but the little riverside landmark keeps winning because people love it there.

Mrs. Miner could tell you why the community loves the place, but the best people to ask are the patrons.

Patrick Patton filled in behind the cash register last week when the Miners took the first vacation they've had in two years.

Patton is a regular customer who fills in when needed, he said.

"This place has a real historical value," he said. "The natural beauty of the area is what attracts people but they keep coming back for other reasons, lots of reasons."

Some of those reasons include the help Miner offers to boat owners having trouble with their boats, Patton said. The best fishing tips come when Mrs. Miner offers expert advice to novice fishermen. Boats are rented and fishing gear is for sale.

"This place kind of brings you back to the good old days," Patton said.

Frank Masters, a lifelong resident of St. Lucie County, has been stopping at the corner store all his life, he said.

"It's convenient," he said. "And it's a great place to come for bait, a beer, a hot dog or whatever. I wouldn't want this place any other way."

George Verdes moved to Fort Pierce 12 years ago. He's been stopping in at the bait and tackle store ever since.

"I sometimes come in here five times a day," he said. "It's handy. It's homey and nice people hang out here."

Verdes is one who will sit for a few minutes on the deck out front and talk to his neighbors. The conversation there is friendly. Every time a new customer heads for the door, a hand is raised in warm welcome.

Kathy Browning, also a lifelong resident of the county, goes there to buy things in the store other than bait and fishing gear.

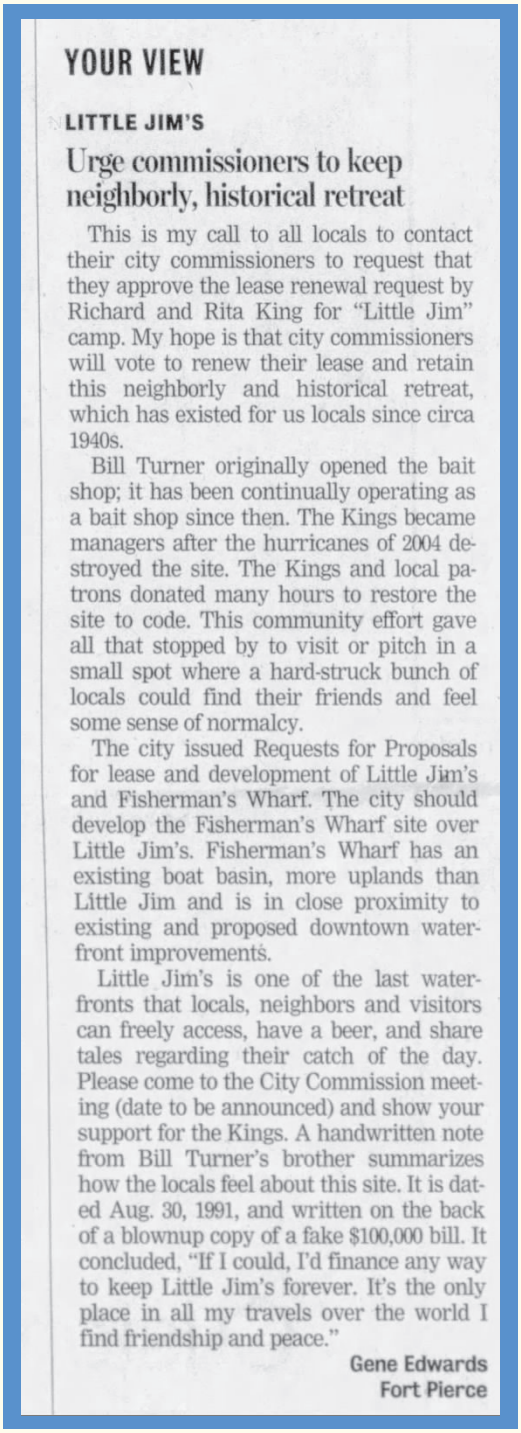
She bought smoked fish and Smak, a smoked fish dip, for a small party.

"I grew up here," she said. "I remember stopping here for shrimp, for a drink, or whatever. This is all a part of old Florida and I'm tired of people coming here and trying to tear down old Florida."

That old-Florida, friendly atmosphere is why Little Jim Bait and Tackle has been in the same place for 55 years, and has grown more popular in the 20 years since Mrs. Miner bought it, Patton said.

"You can't get this at a yacht club," Patton said. "Just go anywhere else and try to get service like this. You can't do it."

Press Journal. December 15, 1997.



YOUR VIEW

LITTLE JIM'S

Urge commissioners to keep neighborly, historical retreat

This is my call to all locals to contact their city commissioners to request that they approve the lease renewal request by Richard and Rita King for "Little Jim" camp. My hope is that city commissioners will vote to renew their lease and retain this neighborly and historical retreat, which has existed for us locals since circa 1940s.

Bill Turner originally opened the bait shop; it has been continually operating as a bait shop since then. The Kings became managers after the hurricanes of 2004 destroyed the site. The Kings and local patrons donated many hours to restore the site to code. This community effort gave all that stopped by to visit or pitch in a small spot where a hard-struck bunch of locals could find their friends and feel some sense of normalcy.

The city issued Requests for Proposals for lease and development of Little Jim's and Fisherman's Wharf. The city should develop the Fisherman's Wharf site over Little Jim's. Fisherman's Wharf has an existing boat basin, more uplands than Little Jim and is in close proximity to existing and proposed downtown waterfront improvements.

Little Jim's is one of the last waterfronts that locals, neighbors and visitors can freely access, have a beer, and share tales regarding their catch of the day. Please come to the City Commission meeting (date to be announced) and show your support for the Kings. A handwritten note from Bill Turner's brother summarizes how the locals feel about this site. It is dated Aug. 30, 1991, and written on the back of a blownup copy of a fake $100,000 bill. It concluded, "If I could, I'd finance any way to keep Little Jim's forever. It's the only place in all my travels over the world I find friendship and peace."

Gene Edwards
Fort Pierce

The Stuart News. March 19, 2008.

In 2014, when the lease was up for renewal yet again, "dozens of supporters" crowded the commission chambers in support of the lease renewal. "Little Jim is a piece of threatened Old Florida. According to Anthony Westbury, Florida's history is being nibbled away by developers who only offer plastic and corporate control in return."

Each time Little Jim's lease comes up for renewal, local news media has continually stepped up to voice what all locals know: Little Jim is a treasured community spot, and deserves to remain the way it is. Little Jim Bait and Tackle played a crucial role in Fort Pierce's World War II history. It has been serving the community for over 60 years, and has been a go-to spot for locals and tourists alike for as both a bait-shop serving the fishing community and a cherished gathering space. It is an integral part of our community's culture and heritage. The property fulfills the criteria for preservation under the National Register of Historic Places based on its significance for the community, St. Lucie County, the state, and the nation. "Please don't ruin the Old Florida Flavor at Little Jim."

TC Palm. December 2, 2022

Little Jim is “one of the last waterfronts that locals, neighbors, and visitors can freely access, have a beer, andd share tales regarding their catch of the day.”

-Gene Edwards. The Stuart News.

TC Palm. December 2, 2022

TC Palm. December 2, 2022

TC Palm. December 2, 2022

TC Palm. December 2, 2022

Frogman Charity Fundraiser

TC Palm. December 2, 2022

TC Palm. December 2, 2022

“Please don’t ruin the old Florida flavor at Little Jim.”

-Anthony Westbury, The Stuart News.

Coca-Cola
BAIT
TACKLE
ICE
968 AAL

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 at601 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

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)

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 V. 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, as 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,~~ April 2015.

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

LEASE AGREEMENT FOR LITTLE JIM PROPERTY

THIS LEASE AGREEMENT is entered into this 25TH day of ~~March~~ MAY, 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

EXHIBIT "A"

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 fueling 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 fueling 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 of 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 sale. 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 by 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. <u>LANDLORD SECURITY.</u> 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

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

TENANT:
LITTLE JIM BAIT & TACKLE, INC.

By: _____
Richard A. King, President

Date: 5-3-10

WITNESSES AS TO GUARANTOR:

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

GUARANTOR:

RICHARD A. KING and RITA KING

_____
Richard 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:

Print name

Print name

GUARANTOR:
RICHARD A. KING and RITA KING

Richard A. King

5-3-10
Rita King

Date:

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.

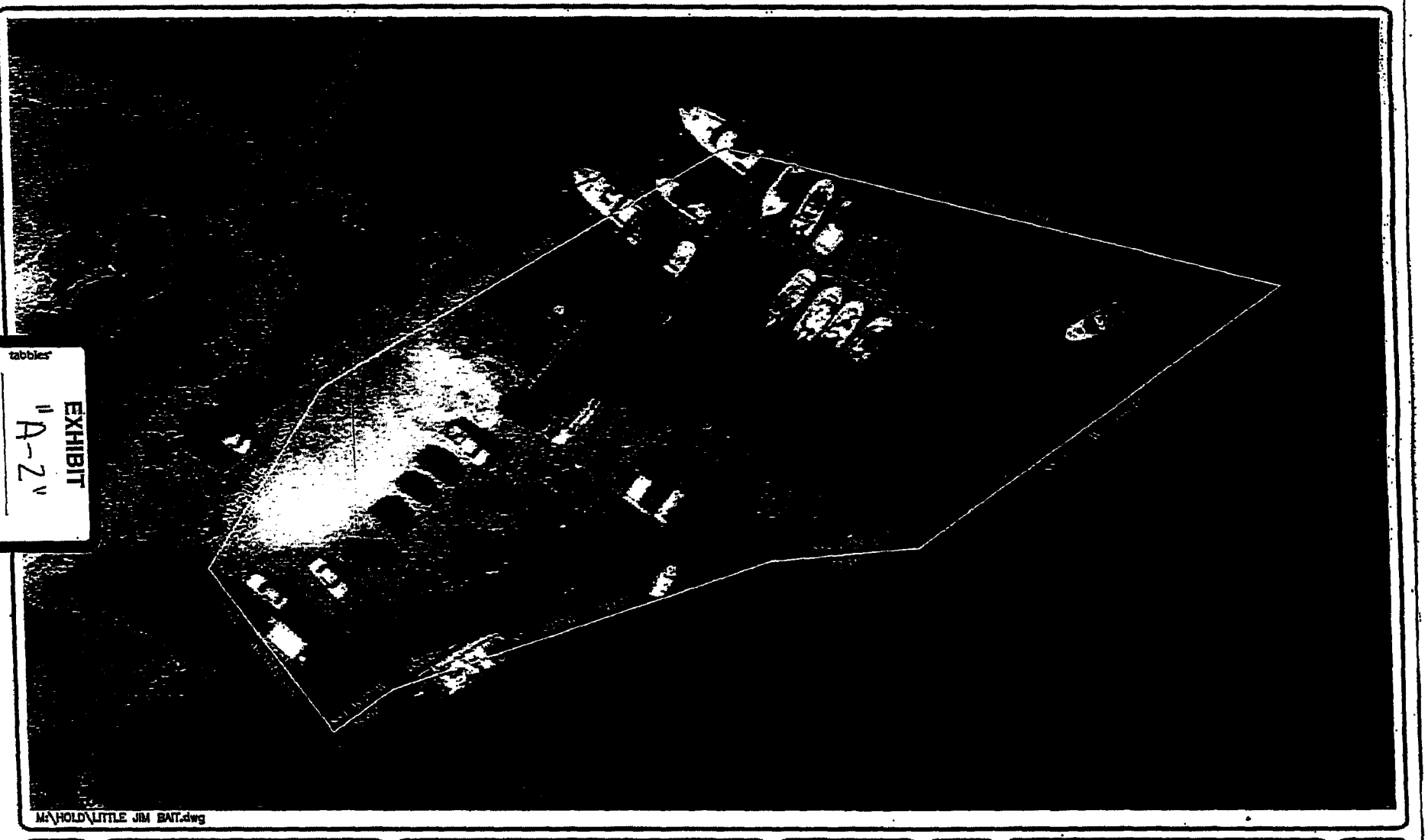
TENANT agrees to remove all sunken vessels from the leased portion of the demised property and construct additional pitched-roof decking with outdoor seating to the southwest subject to the City's Land Development Regulations.

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.

tabbies

EXHIBIT
"A-2"



M:\HOLD\LITTLE JIM BAIT.dwg

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING

A PARCEL OF LAND TO BE LEASED
TO LITTLE JIM BAIT & TACKLE SHOP

DATE:	6-9-06
SCALE:	1" = 25'
DRWN:	

No.	DATE	BY	REVISIONS

SHEET 1 OF 1

RECEIVED
TIME
MAR 2 4 2015
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

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***)

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

Received
MAY 0 2 2023
City of Fort Pierce
City Manager's Office

April 24, 2023 Tax ID #: 1434-100-0000-020/9 Case #: 23-00001155

FT PIERCE CITY OF-LESSOR
ROBERTA MINER-LESSEE
PO BOX 1480
FT PIERCE, FL 34954

RE: Permit Required – 601 N CAUSEWAY DR

An inspection has been performed pursuant to the City of Fort Pierce Code of Ordinances. The following is a list of specific actions that must be taken to remedy the violation(s) at this location:

1. Obtain a permit and make safe the unsafe rafter span and unpermitted deck roof. Signed and sealed drawings by a design professional will be required for both items.

Completing the actions above will cure the violation(s) of City Ordinance:

FBC 105.1 (2020) **Permit Required**

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

IPMC 111.1.1 (2021) **Unsafe structures**

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

IPMC 111.1.5 (2021) **Dangerous structure or premises**

For the purpose of this code, any structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

IPMC 304.1 (2021) **Exterior structure – General**

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare.

IPMC 304.1.1 (2021) **Unsafe conditions**

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;

5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;

IPMC 306.1 (2021) **Component Serviceability - General**

The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

IPMC 306.1.1 (2021) **Unsafe conditions**

Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

6. Wood that has been subjected to any of the following conditions:
   6.8. Inadequate support;

Failure to comply with the above requirements within 30 days from the date of this letter may cause the case to be forwarded to the Special Magistrate. Please note that it is your responsibility to contact our office when this violation has been brought into compliance. Should you have questions regarding this matter, you may contact the Building Department Administrative Assistant at (772) 467-3712 or ebeck@cityoffortpierce.com. Your cooperation in this matter is greatly appreciated.

Sincerely,

Logan Winn
Building Department Investigator/Inspector

In addition to furnishing this notice to the above-named violator by first class mail, copies of this notice have been furnished by first class mail to:

From: Kevin Freeman
Sent: Thursday, May 4, 2023 11:00 AM
To: Dean Kubitschek
Cc: Jennifer Robinson; Paul Thomas; John Andrews; Nick Mimms
Subject: FW: LITTLE JIM ITEM - CONFERENCE AGENDA 5/8/23
Attachments: Sec._111_124.___Procedure_for_historic_designation. (1).docx

Procedure for Historic designation – summary of Sec. 111-124.

- Submission and acceptance of the complete historic designation application.
- Designation report
- Notification of owners
- Notification of public hearing
- Notifications to the building department and code compliance.
- Historic Preservation Board review of the designation report and recommendation for the City Commission final approval.
- City Commission decision and designation of the property by resolution.
- Notification of the City Commission action with a copy of the resolution sent to city clerk, building department, code compliance, owner of the property and appropriate county and state officials for certified local government requirements.

Hi Kev,
Please let me know if you need anything else.

Maria

From: Kevin Freeman <kfreeman@cityoffortpierce.com>
Sent: Wednesday, May 3, 2023 9:31 AM
To: Maria Lewicka <mlewicka@cityoffortpierce.com>
Subject: FW: LITTLE JIM ITEM - CONFERENCE AGENDA 5/8/23

Can you set out the procedure for Historic Designation for me please?

Thanks

Kev Freeman | Planning Director | City of Fort Pierce
Planning Department
Cell: 772.529.4264 Phone: 772.467.3730 Fax: 772.466.5808
100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

Sec. 111-124. Procedure for historic designation.

Properties which meet the criteria for local historic sites and local historic districts set forth in section 111-123 shall be designated according to the following procedures:

(1) *Petition of the owner.* The owner of any property in the city may petition this board for designation of their property as an individual site, district or archaeological zone by submitting a preliminary application for historic designation to the historic preservation officer. Nothing in this subsection shall be deemed to restrict the power of the board to initiate the designation process pursuant to this section. If the board is initiating designation, the preliminary application may be submitted concurrently with the full application at the public hearing.

(2) *Directive of the board.* The board shall either accept or deny the application. By accepting the application, the board must set a date for a public hearing and shall direct staff to complete the designation report and notify the proper parties of the public hearing.

(3) *Designation reports.* Prior to the designation of an individual site, a district, or an archaeological zone, an investigation and designation report must be prepared by the historic preservation officer and filed with the board. All reports must address the following:

a. Legal description of the property.

b. The historical, cultural, architectural or archaeological significance of the property or how the property fulfills the criteria for designation.

c. Boundaries for individual historic sites and a recommendation of boundaries for districts and archaeological zones. When a district is recommended, the report must identify those properties which are not historically or architecturally contributing to the district. District boundaries should be drawn to include properties which individually do not contribute to the historic character of the district, but which require regulation in order to control potentially adverse influences on the character and integrity of the district. The standards for regulating such noncontributing properties shall provide that a certificate of appropriateness shall be required for alterations and new construction on such properties.

d. Zoning regulations. Every historic site and historic district designation report may include detailed zoning regulations made to be compatible with its designation. Such regulations may be designed to supplant or modify any element of existing zoning regulations, including, but not limited to, use, floor area, ratio, density, height, setbacks, parking, minimum lot size and transfer of development rights, or create any additional regulations provided for in this section. The zoning amendment may identify individual properties, improvements, landscape features, or sites or categories of properties, improvements, landscape features or sites for which different regulations, standards and procedures may be required.

e. All reports shall take into consideration current conditions of the property and how the owners have maintained the property.

f. The report shall also contain a location map and photographs of all exterior surfaces (and interior if applicable).

g. Optional designation of interiors. Normally interior spaces shall not be subject to regulation under this section; however, in cases of existing structures having exceptional architectural, artistic or historical importance, interior spaces which are customarily open to the public may be specifically designated. The designation report shall describe precisely those features subject to review and shall set forth standards and guidelines for such regulations.

h. Designation reports shall also include a copy of any survey materials related to such property, the property appraiser's records of such property, and a copy of the public hearing newspaper advertisement.

i. Moratorium. Upon the filing of a designation report by the staff, the owner of the real property which is the subject matter of the designation report or any individual or private or public entity shall not:

1. Erect any structure on the subject property.

2. Alter, restore, renovate, move or demolish any structure on the subject property until such time as final administrative action, as provided by this chapter is completed.

(4) *Notifications.*

a. Notification of owners. For each proposed designation of an historic site or historic district, the board is responsible for mailing a copy of the designation report and a notice of public hearing to all property owners of record whose properties are located within the boundaries of the designation. This notice shall serve as notification of the intent of the board to consider designation of the property at least 30 days prior to a public hearing held pursuant to this section. Such notice shall be by certified mail, return receipt requested, 30 days prior to any public hearing, and addressed to the owner of the property or properties in question at the address listed in the tax collector's office for tax notices, and at any other address furnished to the department by such owner, provided that if the notice is returned as unclaimed or refused, notice may then be provided by First Class mail with a properly executed proof of mailing or affidavit confirming the First Class mailing.

b. Notification of public hearing. For each historic site and historic district proposed for designation, a public hearing shall be held within 60 days from the date a designation report has been presented to the board. Such notice shall be given by publishing a copy thereof in a newspaper of general circulation in the city and the county at least ten days prior to the hearing. All interested persons shall be given an opportunity to be heard at the public hearing on the proposed designation.

c. Notification to community redevelopment agency. Upon initial receipt of a proposal for designation, notification of such proposal shall be furnished to the community redevelopment agency in the event the proposal involves properties within the existing community redevelopment area. The community redevelopment agency may submit comments or make recommendations to the historic preservation board concerning the designation of such property prior to the date of the public hearing.

d. Notification shall also be given to the building department and code compliance division.

(5) *Decision of the board.* Within seven days of a public hearing on a proposed individual site or archaeological zone, the board shall make a decision to approve, deny or amend the proposed designation and shall forward their recommendation to the city commission for final approval.

(6) *Recommendations of the board.* For the designation of a district, or for the designation of individual sites that require a modification or variance in the zoning, the board must first send its recommendations to the city planning board for their review. The city planning board shall then send their recommendations along with the preservation board's to the city commission for final approval.

(7) *Decision of the city commission.* The city commission shall either approve, deny or approve with conditions the designation, and shall designate the property by resolution. The following parties shall be notified of its actions with a copy of the resolution:

a. The building department and code compliance division;

b. The city clerk, so that they may provide the resolution to the circuit clerk of the courts office for the purpose of recording such designation in the public record;

c. Owners of the affected property and other parties having an interest in the property, if known; and

d. Appropriate county and state officials for certified local government requirements.

(8) *Amendment or rescission.* The city commission may amend or rescind any designation provided it complies with the same manners and procedures used in the original designation.

(9) *Appeal of designation.* A party aggrieved by a designation decision may appeal such decision to the city commission in the manner provided for in this chapter.

(Code 1983, § 23-37; Ord. No. K-72, § 2, 4-16-2001; Ord. No. K-467, § 1, 5-7-2007)

City Commission Conference Agenda **4. b.**

Meeting Date: 05/08/2023

Re: Treasure Coast Youth Sailing Foundation Discussion

SUBJECT:

Renewal of Revocable License for Land Use with Treasure Coast Youth Sailing Foundation at Jaycee Park Recommendation from the Parks Advisory Committee.

Attachments

TCYSF Presentation

Revocable License for Land Use

Amendment to Revocable License for Land Use

Sailing Club License 08.05.2013

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/01/2023 04:18 PM
Form Started By: Mike Reals		Started On: 05/01/2023 09:34 AM
Final Approval Date: 05/01/2023		

Revocable License for Land Use Treasure Coast Youth Sailing Foundation Jaycee Park

presented by the
Fort Pierce Parks Advisory Committee

May 8, 2023

Assignment:

To comment on whether the following Amended License should be renewed on 8/1/2023:

Revocable License for Land Use Treasure Coast Sailing dated 4/6/2006 along with Amendments dated 8/5/13 and 8/1/2018

These documents allow the Treasure Coast Youth Sailing Foundation, Inc. to operate at Jaycee Park.

Response from the Parks Advisory Committee

The short answer is: **YES!** There is unanimous support for the Treasure Coast Youth Sailing Foundation (TCYSF) to continue operating at Jaycee Park. We feel that having a youth sailing program enhances community involvement and provides a clean, healthy, and fun way for youth to enjoy our beautiful waters.

However, we suggest that the following items be included in a new License, given that the one dated 4/6/2006 has had renewals and significant amendments due to TCYSF expansion. This new License should consistently use the full and legal name for the Foundation.

Suggestions for a New License:

- The following suggestions apply to the regularly scheduled lessons as provided by the TCYSF. Any events (involving more than the planned classes of 15 students and 3-4 instructors) would require a Special Events Permit issued by the City of Fort Pierce.

- All employees, volunteers, and students sign a form stating that they agree to follow all city park rules. A copy of these rules should be provided/available. As a city-sponsored activity, it is important that this activity provide a good example for all park visitors.

Suggestions for a New License:

- Land space allowed clearly specified and adhered to. The present license allows for 5’ around the building, which is not possible given the equipment required for classes.
  - An agreement was reached per email in July of 2022 to ONLY place boats along the mangroves and neatly on one rack outside. All other boats are to be stored inside when not in use. This agreement has not been followed to date.
  - To keep our lagoon waters clean, we recommend all work on equipment be done inside the buildings.

Suggestions for a New License:

- Water space utilized limited to between the buoys for the swim area on the south and Mariner Bay docks/floating line on the north. It is State Law that NO watercraft be in the swim area.
  - It is acceptable to the PAC to temporarily rope off the swim area to the next buoy south during class and ONLY on weekdays and non-holidays. The swim area is fully utilized on weekends and holidays.

Suggestions for a New License:

- The license dictates that the gated access road be used only for loading and unloading and that the TCYSF will not park vehicles there at any time. This stipulation has not been followed.
  - It is acceptable to the PAC to allow instructors only to park east of the buildings, always ensuring access to emergency vehicles.

Suggestions for a New License:

- Liability insurance regularly evaluated to cover an accurate number of employees and participants plus the types of events and activities being engaged in, naming the City as an additional named insured.

- Specified regular inspections of the area and enforcement of the final License should be done, and, if the License is not being followed, the lease is null and void.

Questions and Discussion

REVOCABLE LICENSE FOR LAND USE
TREASURE COAST SAILING

THIS AGREEMENT, made and entered this 6TH day of April, 2006, by and between **CITY OF FT. PIERCE**, a municipal corporation of the State of Florida, ("**CITY**") and the **TREASURE COAST YOUTH SAILING FOUNDATION, INC.,** a Florida non profit corporation, with its principal offices located at 700 Indian River Drive, Fort Pierce, FL 34949 ("**FOUNDATION**").

WHEREAS, the **CITY** owns a public park located on South Hutchinson Island known as "Jaycee Park"; and

WHEREAS, the **FOUNDATION** wishes to operate a public youth sailing program for the benefit of the youth of St. Lucie County, Florida

THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. DESCRIPTION OF PREMISES

The CITY agrees to grant the Treasure Coast Youth Sailing Foundation, Inc. (FOUNDATION), a revocable license to use a 24 feet by 24 feet square of land, located at Jaycee Park, a City owned public park, as identified in the diagram and map attached hereto as Exhibit "A", for the purpose of building and installing an enclosed boat storage unit for the FOUNDATION'S youth sailing program. This revocable license shall extend only to the above-referenced 24 foot by 24 foot area for the enclosed boat storage unit and shall not extend to the construction and/or installation of any additional structures or utilities.

2. PURPOSE/USE OF PREMISES

The sole purpose of this revocable license is to grant the FOUNDATION permission to build and install a single enclosed storage building on the CITY's property.

FOUNDATION shall not erect any additional structures on the premises other than as provided in this Agreement and shall not utilize the structure for any other purpose except as stated herein.

The boat storage structure shall be constructed in accordance with all applicable building codes and permitting regulations of the State and City and shall be maintained solely at the expense of the FOUNDATION. The FOUNDATION shall build and install the boat storage structure in accordance with Standard Specifications for Public Works Construction in the City of Ft. Pierce, Florida.

FOUNDATION shall not occupy or use the premises in any manner that interferes with the public use of the park. The premises shall not be used for any other purpose whatsoever without written consent of the CITY. FOUNDATION covenants that it will not, without written consent of the CITY, permit the premises to be used or occupied by any person, firm, entity or corporation other than FOUNDATION and its agents and invitees. FOUNDATION further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said premises, no act shall be permitted and nothing shall be kept, in or about said premises which will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said premises. FOUNDATION shall not permit the licensed property to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

3. ASSIGNMENT

This revocable license shall not be assigned without express prior written approval from CITY.

4. TERM

This license shall be for an initial term of five (5) years and commence on April 1, 2006 and terminate on March 31, 2011, unless terminated earlier as provided herein.

Upon written requests of FOUNDATION, at least 6 months prior to expiration, CITY will consider extension of the term.

At the end of the term, the expiration of this revocable license, the revocation of this revocable license, or upon the abandonment of the boat storage structure, whichever occurs first, the FOUNDATION shall be responsible for the removal of the boat storage structure unless CITY elects to retain the structure.

5. ACCESS

During any event or special event, for which the FOUNDATION has obtained the required city permits, the FOUNDATION may use the CITY'S gated access road running along the northern edge of the park, from South A1A to the premises, for the purpose of boat delivery and drop off only. Access shall at all times be subject to the supervision and approval by the Public Works Department. The FOUNDATION agrees it shall not use the access road for parking vehicles at any time. FOUNDATION shall not park any vehicles on or about the premises covered under this revocable license. For all other purposes access and parking shall be via the paved parking lot for Jaycee Park.

6. NOTICES

All notices, requests and other communications dealing directly or indirectly with this license shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or carrier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, address to:

As to City:

CITY MANAGER
P.O. Box 1480
Fort Pierce, Florida
City of Fort Pierce, 34954

As to Foundation:

ROY WHITEHEAD
700 Indian River Drive
Fort Pierce, FL 34949

With copies to:

CITY ATTORNEY
City of Fort Pierce
Post Office Box 1480
Fort Pierce, FL 34954

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

7. INDEMNIFICATION

As consideration for the CITY granting FOUNDATION this revocable license, and to the extent allowed by law, the FOUNDATION agrees to indemnify and hold the CITY, its officers and employees, agents, and servants harmless from and against all claims, liability, demands, damages, expenses, fees, fines penalties, suits, proceedings, actions and costs of actions, including reasonable attorneys fees of any kind or nature in any way arising from, related to, or in any way connected with the use, occupation, management, or control of the above property by FOUNDATION or its' agents, servants, employees, patrons, or invitees, or resulting in injury to persons or property, or loss of life or property of any kind or nature whatsoever, sustained during FOUNDATION'S use of the property.

8. INSURANCE

Without limiting any of the other obligations or liabilities of FOUNDATION, FOUNDATION shall provide, pay for and maintain in force the insurance coverages set forth in this section during the term of this Revocable License Agreement.

a. General Liability Insurance

Such insurance 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. FPRA 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:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

b. 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:

$1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined

c. Watercraft Liability

FOUNDATION shall purchase and maintain, insurance which shall, at a minimum, cover the FOUNDATION for injuries or damage arising out of the use of watercraft. Such insurance shall include the CITY as an additional insured.

The minimum limits applicable to watercraft liability, inclusive of amounts provided by any excess policy, shall be:

$1,000,000 Each Occurrence/Annual Aggregate

This watercraft liability coverage may be provided as part of the Commercial General Liability insurance required herein either by endorsement or by elimination of the watercraft liability exclusion.

d. CITY shall be included as "Additional Insured" with respect to liability arising out of operations performed for CITY by or on behalf of FOUNDATION, acts or omissions of CITY in connection with general supervision of such operation, and the ownership, maintenance or use of the licensed premises, and with respect to liability arising out of the negligent use of the access road.

Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide CITY with sixty (60) days notice of cancellation and/or restriction.

FOUNDATION shall provide to CITY a certified copy of all insurance policies required hereunder showing that the CITY, has been named as additional insureds under such policies or, in the alternative, a certificate evidencing that the required additional endorsements have been obtained under such policies, immediately upon execution of this Revocable License Agreement by both parties to same. The insurance coverage required hereunder shall apply on a primary basis to any other insurance maintained by the CITY, its officers, servants, agents and employees. Except with respect to the total limits of liability, the insurance coverages provided shall apply to each insured in the same manner as if separate policies had been issued to each.

9. TERMINATION

This Revocable License Agreement may be canceled with or without cause at any time during the term hereof by either party upon written notice to the other of its desire to terminate this revocable license. It is expressly understood by the parties that FOUNDATION is receiving from CITY a revocable license which may be terminated at any time by CITY. During the initial license term the CITY may only terminate for cause upon sixty (60) days written notice.

10. MAINTENANCE AND REPAIR OF LICENSED PREMISES

It shall be the responsibility of FOUNDATION to keep the licensed premises clean, safe, sanitary and free from trash and debris. The upkeep and maintenance of all areas herein licensed by CITY to LICENSEE shall be borne by FOUNDATION, and FOUNDATION agrees to maintain the licensed premises in accordance with the terms and conditions of this revocable license and consistent with prudent and well-reasoned maintenance procedures and techniques.

11. AMENDMENTS

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

12. SURRENDER UPON TERMINATION

FOUNDATION shall peaceably surrender and deliver the licensed premises to the CITY, or its agents, immediately upon expiration of the revocable license term; or after ten (10) days written notice from the CITY upon termination of the revocable license for any other reason.

FOUNDATION further agrees that it will leave the licensed premises in the condition existing at the commencement of this revocable license, all alterations, adjustments, partitions,

additions or improvements excepted and normal wear and tear excepted, subject to the repair and maintenance obligations provided in this revocable license.

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

ATTEST:

BY: _____
Cassandra Steele, City Clerk

CITY OF FT. PIERCE

_____
Robert J. Benton, III, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____
Robert V. Schwerer, Esquire
City Attorney

TREASURE COAST YOUTH SAILING FOUNDATION, INC.

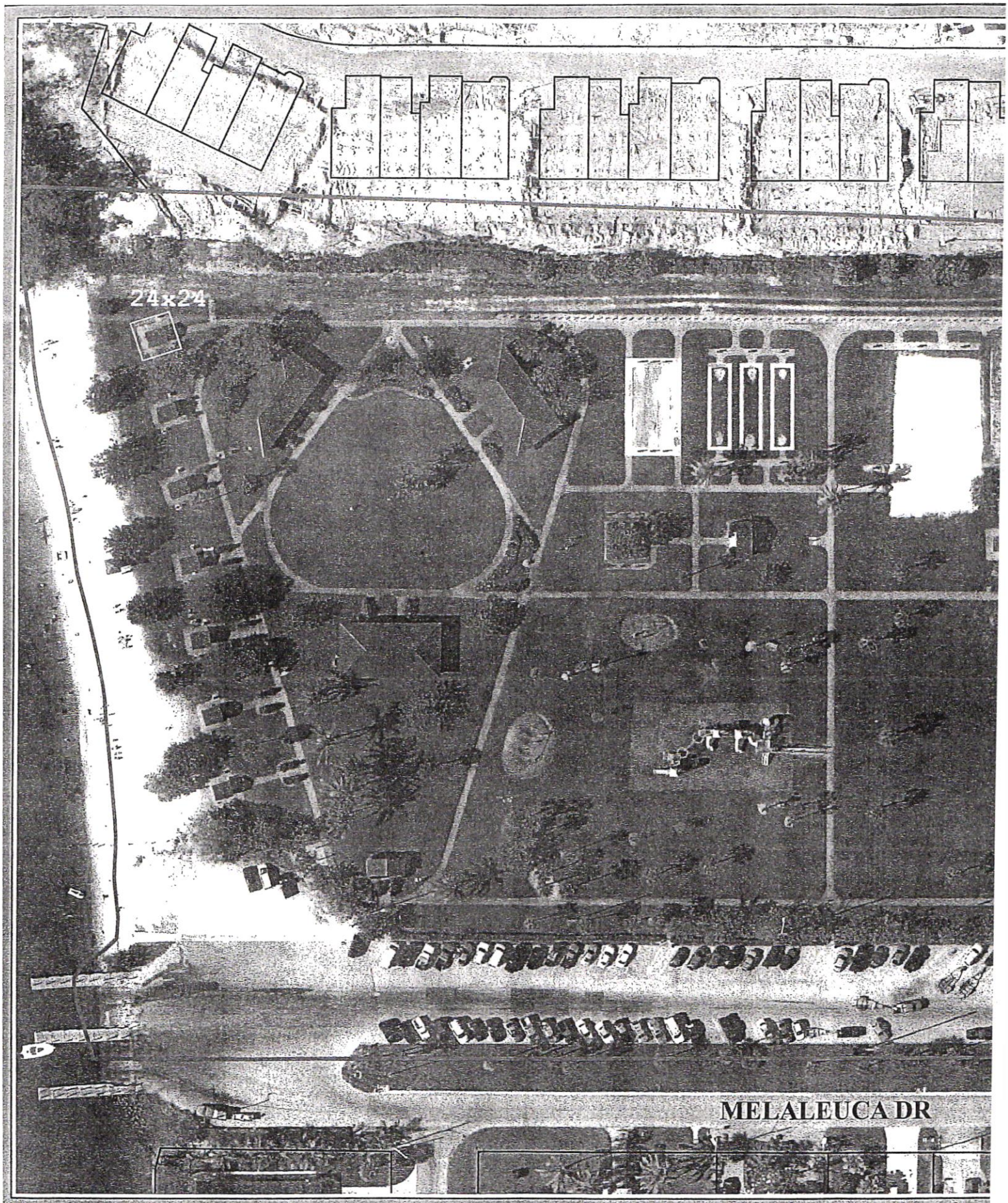
_____
Witness; Signature

By: _____
Roy Whitehead, President

JENNIFER D ROBINSON
Witness; Print Name

_____
Witness; Signature

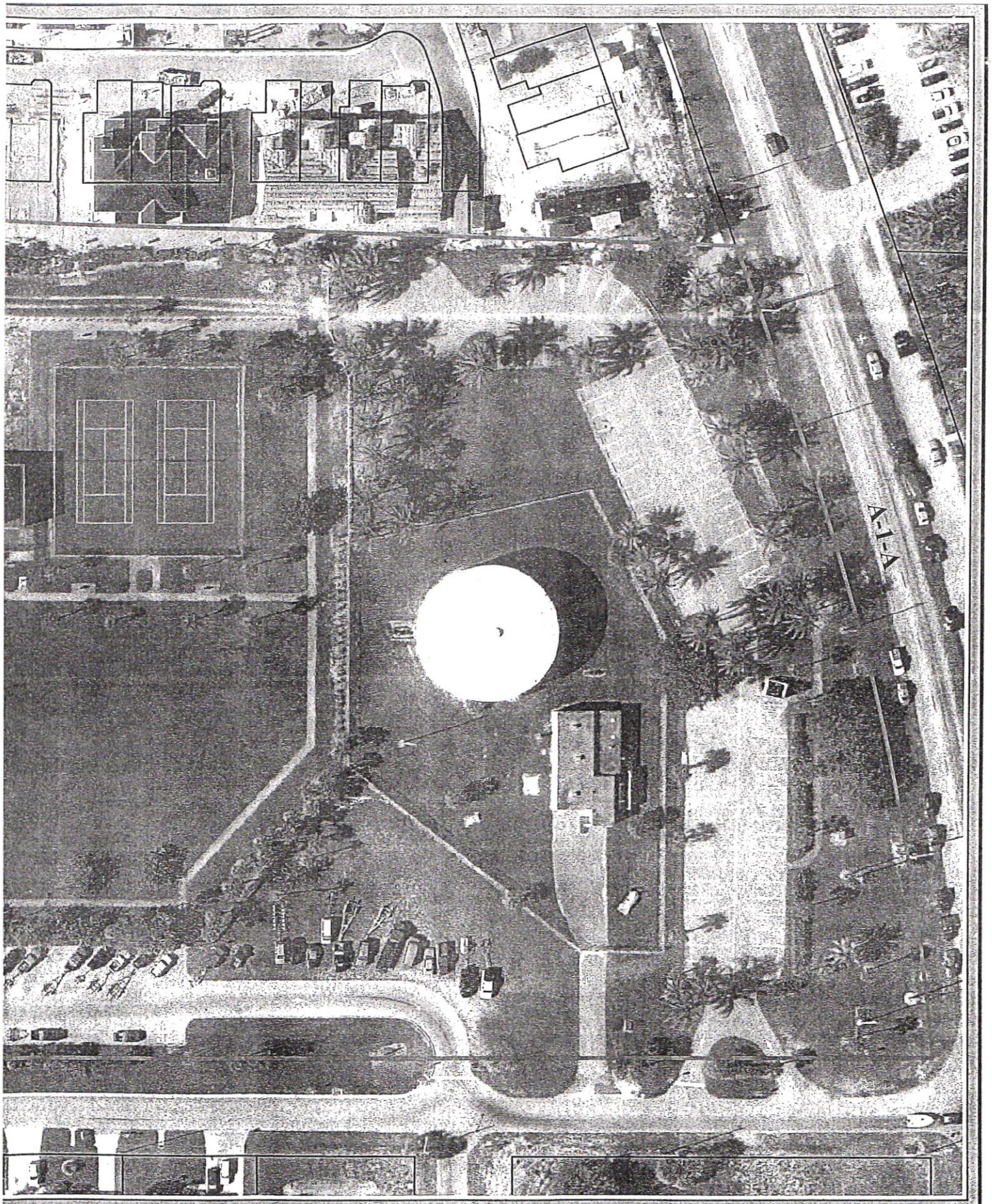
ASHLEY BARTON
Witness; Print Name



This map is a conceptual tool utilized for proje
ment only. Though th information provided by
accepted to be accurate for the city's adminis
purposes, it is not to be used for technical pu
information, including but not limited to softw
received from City of Ft Pierce in fulfillment o
records request is provided "AS IS" without w
any kind. Any information provided by this ma
for purposes other than reference must be co
field survey. Aerial photo taken May 2004.

EXHIBIT
"A"

J



'CEE PARK

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AMENDMENT TO REVOCABLE LICENSE FOR LAND USE
TREASURE COAST YOUTH SAILING

THIS AGREEMENT made and entered this____ day of _____, 2018, by and between **CITY OF FORT PIERCE**, a municipal corporation of the State of Florida, ("**CITY**") and the **TREASURE COAST YOUTH SAILING FOUNDATION, INC.,** a Florida nonprofit corporation**,** with its principal offices located at 700 Indian River Drive, Fort Pierce, FL 34949 ("**FOUNDATION**").

WHEREAS, the **CITY** and **FOUNDATION** entered into a Revocable License for Land Use Agreement dated April 6, 2006 ("License Agreement") to allow for operation of a public youth sailing program within a public park located on South Hutchinson Island known as "Jaycee Park"; and

WHEREAS, that agreement has been amended by extensions dated March 31st, 2011 and August 5, 2013, and

WHEREAS, the **FOUNDATION** has requested the **CITY** extend the renewal term of the License for a period of five (5) years commencing August 1, 2018.

THEREFORE, the **CITY** and **FOUNDATION** agree to amend the License Agreements, as follows:

1. This license renewal shall be for a five year term and commerce on August 1, 2018 and terminate on July 31, 2023.

2. **DESCRIPTION OF PREMISES**

Section 1 of the Revocable License Agreement, Description of Premises is expanded to include Pavilion # 2 of Jaycee Park, and a five (5) foot perimeter immediately around and adjacent to said Pavilion.

3. **CONDITIONS ON USE**

This revocable license agreement shall extend only to the referenced Pavilion and the five (5) foot perimeter and shall not extend to construction and/or installation of any additional structures or utilities. All construction shall be in accordance with all required permits, codes, ordinances, and statutes.

4. **TERMINATION**

The final sentence of Section 9 of the Revocable License Agreement, Termination is amended to read as follows: "The CITY may only terminate without cause upon one hundred twenty (120) days written notice."

With the exception of these additions and amendments all other terms and conditions, specially including, but not limited to insurance, shall remain the same, except as previously amended.

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE

_____
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS

_____
Ben Bryan, City Attorney

TREASURE COAST YOUTH SAILING FOUNDATION, INC.

By: _____

_____
Witness; Signature

_____
Witness; Print Name

_____
Witness; Signature

_____
Witness; Signature

AMENDMENT TO REVOCABLE LICENSE FOR LAND USE
TREASURE COAST YOUTH SAILING

THIS AGREEMENT made and entered this 5th day of August, 2013, by and between **CITY OF FORT PIERCE**, a municipal corporation of the State of Florida, ("**CITY**") and the **TREASURE COAST YOUTH SAILING FOUNDATION, INC.,** a Florida nonprofit corporation, with its principal offices located at 700 Indian River Drive, Fort Pierce, FL 34949 ("**FOUNDATION**").

WHEREAS, the **CITY** and **FOUNDATION** entered into a Revocable License for Land Use Agreement dated April 6, 2006 ("License Agreement") to allow for operation of a public youth sailing program within a public park located on South Hutchinson Island known as "Jaycee Park"; and

WHEREAS, the **FOUNDATION** has requested permission of **CITY** to expand the described licensed area, as provided in "Description of Premises"; and

WHEREAS, the **FOUNDATION** has further requested the **CITY** extend the renewal term of the License for a period of five (5) years commencing August 1, 2013.

THEREFORE, the **CITY** and **FOUNDATION** agree to amend the 2006 License Agreement, as follows:

1. **DESCRIPTION OF PREMISES**

Section 1 of the Revocable License Agreement, Description of Premises is expanded to include Pavilion # 2 of Jaycee Park, and a five (5) foot perimeter immediately around and adjacent to said Pavilion, as identified in the diagram and map attached hereto as Composite Exhibit "A", which also includes a Conceptual Plan, for the purpose of expanding its boat storage area for the Foundation's youth sailing program.

2. **CONDITONS ON USE**

This revocable license agreement shall extend only to the referenced Pavilion and the five (5) foot perimeter and shall not extend to construction and/or installation of any additional structures or utilities. All construction shall be in accordance with all required permits, codes, ordinances, and statutes.

3. **TERMINATION**

The final sentence of Section 9 of the Revocable License Agreement, Termination is amended to read as follows: "The CITY may only terminate without cause upon one hundred twenty (120) days written notice."

4. **RENEWAL TERM**

The Revocable License Agreement term under Section 4 thereof is hereby extended to a term of five (5) years to commence on August 1, 2013 and terminate on July 31, 2018, unless terminated earlier as provided therein.

With the exception of these additions and amendments all other terms and conditions of the Revocable License Agreement shall remain the same, except as previously amended.

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

ATTEST:

Cassandra Steele, City Clerk

CITY OF FORT PIERCE

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS

Robert V. Schwerer, Esq.
City Attorney

TREASURE COAST YOUTH SAILING FOUNDATION, INC.

By: Roy Whitehead, President

Witness; Signature

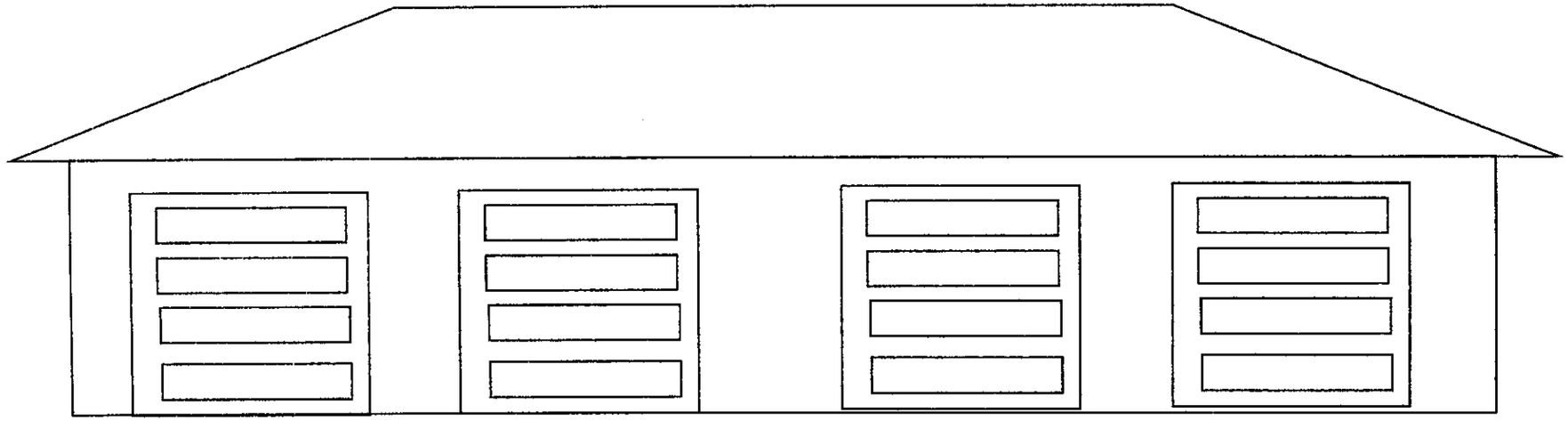
ALLISON MARTIN
Witness; Print Name

Witness; Signature

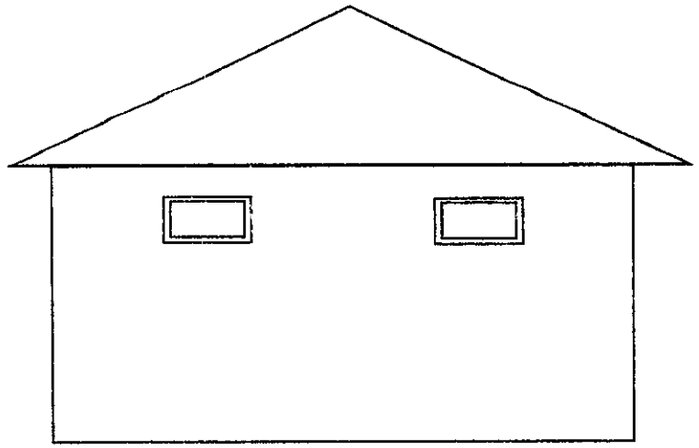
Jeanette Conlon
Witness; Signature

Composite Exhibit "A"

Pavilion #2 — Jaycee Park
Conceptual plan only



West Elevation

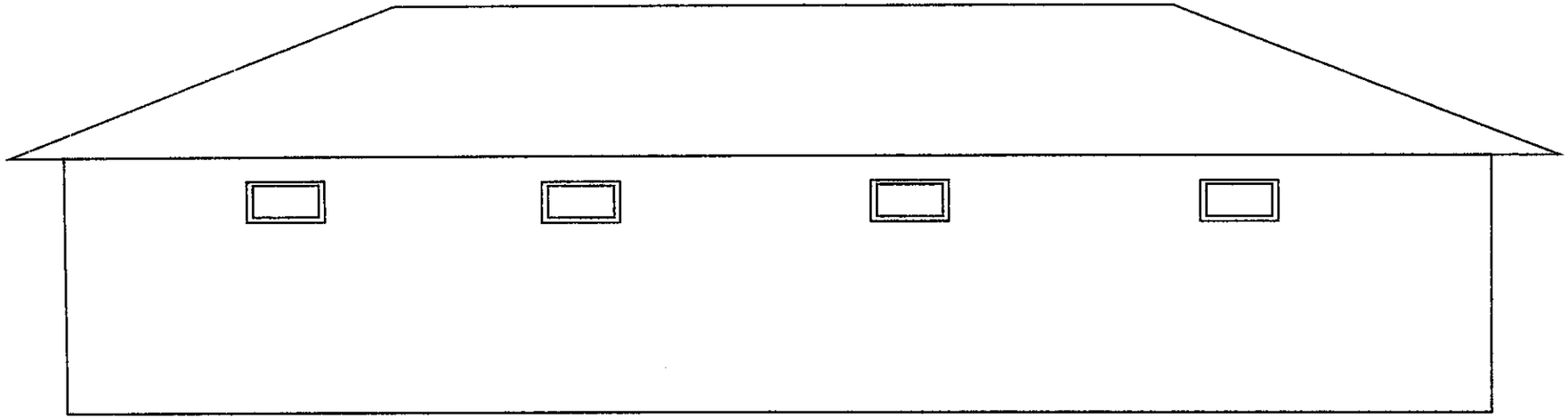


South Elevation

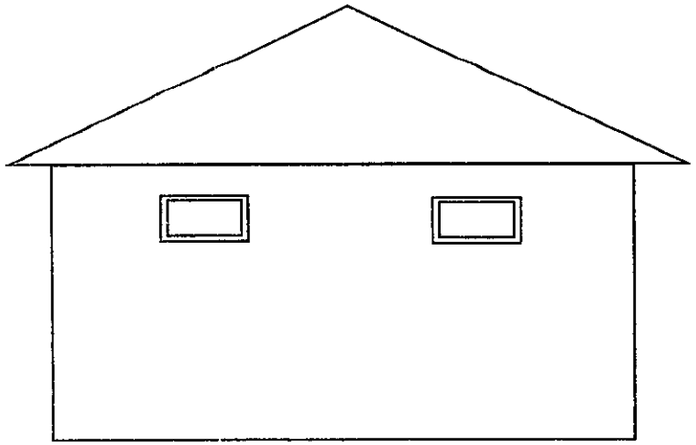
Note:
These sketches are conceptual only and may not be to scale. They are intended to show the contemplated changes to the structure as it is being readied for use by the Treasure Coast Youth Sailing Foundation, Inc. Final specifications, textures, and colors will be submitted to the Fort Pierce Public Works Department for approval prior to start of construction.

6/26/13

Pavilion #2 — Jaycee Park
Conceptual plan only



East Elevation



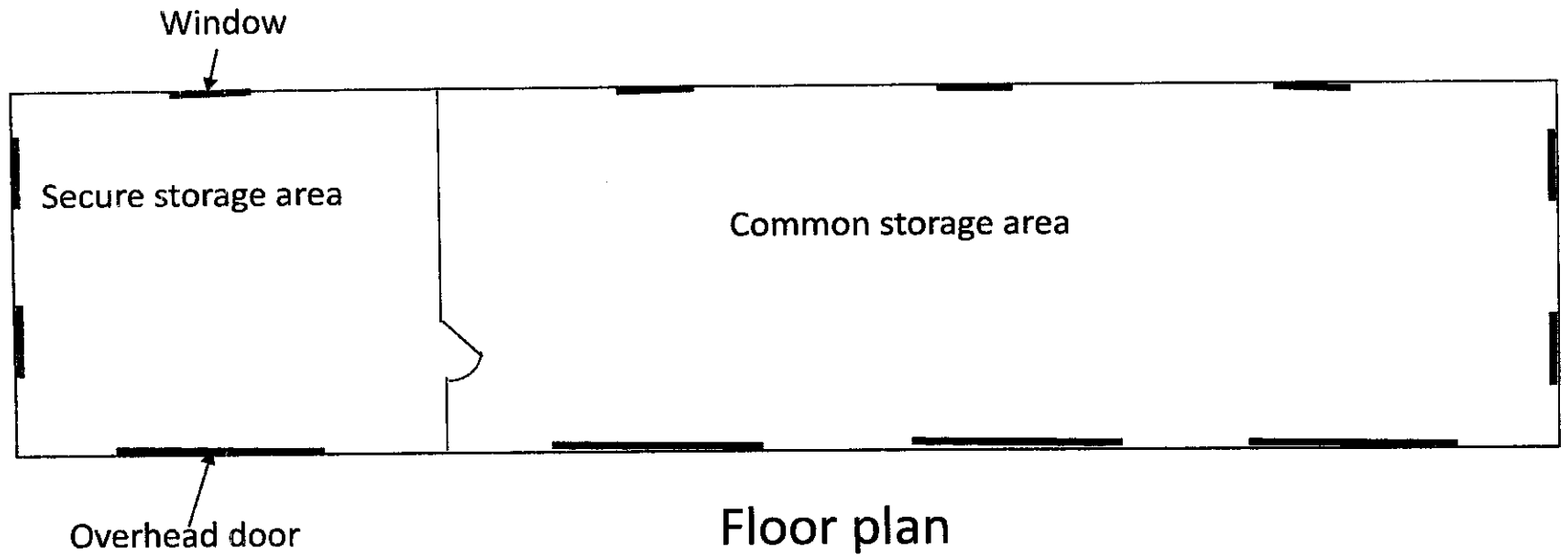
North Elevation

Note:
These sketches are conceptual only and may not be to scale. They are intended to show the contemplated changes to the structure as it is being readied for use by the Treasure Coast Youth Sailing Foundation, Inc. Final specifications, textures, and colors will be submitted to the Fort Pierce Public Works Department for approval prior to start of construction.

6/26/13

Pavilion #2 — Jaycee Park

Conceptual plan only



Floor plan

Note:

These sketches are conceptual only and are not necessarily to scale. They are intended to show the contemplated changes to the structure as it is being readied for use by the Treasure Coast Youth Sailing Foundation, Inc. Final specifications, textures, and colors will be submitted to the Fort Pierce Public Works Department for approval prior to start of construction.

6/27/13

North

Contract File "T"

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Robert J. Bradshaw, City Manager

FROM: Robert V. Schwerer, City Attorney

SUBJECT: Treasure Coast Youth Sailing Foundation
Revision to Amendment of License Agreement

DATE: July 15, 2013

Attached for your review and comment is a revised draft of the License Amendment concerning the use of Pavilion #2 at Jaycee Park, with revisions per staff's latest discussions with the Treasure Coast Youth Sailing Foundation (TCYSF). For your ease of reference, this draft varies from the previous version in the following respects:

1. TCYSF has requested that their renewal term commence in 2013 so that they will at least have a five (5) year agreement going forward for the new Pavilion #2 area. A commencement date for this five (5) year renewal term is now specified to be August 1, 2013.

2. There has been added to the Exhibit "A" the Conceptual Plan for Pavilion #2 provided by TCYSF.

This revised License Amendment is approved as to form by legal. If you approve the revisions as drafted, it is ready to be placed on the Commission agenda at your discretion.

Robert V. Schwerer, Esq.
City Attorney

/mlp
Attachment
c: Fort Pierce Mayor and Commissioners
Nicholas Mimms, Deputy City Manager
Cassandra Steele, City Clerk
John R. Andrews, City Engineer
Mike Reals, Manager, Public Works

Q:\Protected\Current File Folders\Treasure Coast Youth Sailing\RVS.Bradshaw_07.15.13.doc

EXTENSION
REVOCABLE LICENSE FOR LAND USE
TREASURE COAST YOUTH SAILING FOUNDATION

THIS AGREEMENT, made and entered this 31st day of March, 2011, by and between **CITY OF FT. PIERCE**, a municipal corporation of the State of Florida, ("**CITY**") and the **TREASURE COAST YOUTH SAILING FOUNDATION, INC.**, a Florida non profit corporation, with its principal offices located at 700 Indian River Drive, Fort Pierce, FL 34949 ("**FOUNDATION**").

WHEREAS, the **CITY** and the **FOUNDATION** entered into a Revocable License Agreement for a five (5) year term in April 2006; and

WHEREAS, the **FOUNDATION** wishes to extend and renew the term of said license and continue to operate a public youth sailing program for the benefit of the youth of St. Lucie County, Florida

THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. **TERM**

The first two paragraphs of Section 4 of the Revocable License Agreement is hereby amended to provide as follows:

This License renewal shall be for a five (5) year term and commence on April 1, 2011 and terminate on March 31, 2016.

Upon written request of FOUNDATION, at least 6 months prior to expiration, CITY will consider extension of the term

2. **INSURANCE**

The second paragraph of Section 8 d. of the Revocable License Agreement is hereby amended to provide as follows:

> Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

The first sentence of the third paragraph of Section 8 d. is hereby amended to provide as follows:

> As evidence of compliance with the insurance required herein, **FOUNDATION** shall furnish CITY with one of the following forms of acceptable evidence of insurance:

(a) (1) a fully completed satisfactory Certificate of Insurance evidencing all coverage required; **and**

(2) 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; **and**

(3) A copy of the actual endorsement for each required policy which provides that CITY will be given no less than thirty (30) days advance written notice of any cancellation of the policy(ies), signed by an authorized representative of the insurer(s);

(b) the original of the policy(ies); or

(c) other evidence satisfactory to CITY.

With the exception of these additions and amendments all other terms of the Revocable License Agreement shall remain the same.

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

ATTEST:

BY: _____
Cassandra Steele, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Robert V. Schwerer, Esq.,
City Attorney

CITY OF FORT PIERCE

_____
Robert J. Benton, III, Mayor

TREASURE COAST YOUTH SAILING FOUNDATION

BY: _____
Roy Whitehead, President

_____
Witness; Signature

Angela Wilkinson
Witness; Print Name

_____
Witness; Signature

Joyce Kobbe
Witness; Print Name

CONTRACT FILE

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

M E M O R A N D U M

TO: Cassandra Steele, City Clerk

FROM: Robert V. Schwerer, Esq., City Attorney

SUBJECT: Revocable License Extension - Youth Sailing Foundation (Jaycee Park)

DATE: February 8, 2011

Attached is the Extension Agreement for the 2006 Revocable License Agreement between the City and the Youth Sailing Foundation extending the license for the agreed to 5 year term. The only other change to the license is an update to the proof of insurance, as recommended by the City's insurance consultant. The five (5) year term of the license extension itself was approved in October.

This agreement should be placed in the Commission's consent agenda at the next available meeting. Please contact me if you have any questions.

Robert V. Schwerer, Esq.
City Attorney

RVS/ke

cc: Fort Pierce Mayor & Commissioners
David L. Recor, City Manager
John R. Andrews, City Engineer
Nick Mimms, Director of Public Works
Sheritta Johnson, Risk Manager
Bill Thiess, FPUA Director

Y:\MEMOS.RVS\Steele, Cassandra\Youth Sailing Foundation 2-8-11.doc

RECEIVED

SEP 14 2010

FORT PIERCE
PUBLIC WORKS DEPT.

REVOCABLE LICENSE FOR LAND USE
TREASURE COAST SAILING

THIS AGREEMENT, made and entered this 6th day of April, 2006, by and between **CITY OF FT. PIERCE**, a municipal corporation of the State of Florida, ("**CITY**") and the **TREASURE COAST YOUTH SAILING FOUNDATION, INC.**, a Florida non profit corporation, with its principal offices located at 700 Indian River Drive, Fort Pierce, FL 34949 ("**FOUNDATION**").

WHEREAS, the **CITY** owns a public park located on South Hutchinson Island known as "Jaycee Park"; and

WHEREAS, the **FOUNDATION** wishes to operate a public youth sailing program for the benefit of the youth of St. Lucie County, Florida

THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. DESCRIPTION OF PREMISES

The CITY agrees to grant the Treasure Coast Youth Sailing Foundation, Inc. (FOUNDATION), a revocable license to use a 24 feet by 24 feet square of land, located at Jaycee Park, a City owned public park, as identified in the diagram and map attached hereto as Exhibit "A", for the purpose of building and installing an enclosed boat storage unit for the FOUNDATION'S youth sailing program. This revocable license shall extend only to the above-referenced 24 foot by 24 foot area for the enclosed boat storage unit and shall not extend to the construction and/or installation of any additional structures or utilities.

2. PURPOSE/USE OF PREMISES

The sole purpose of this revocable license is to grant the FOUNDATION permission to build and install a single enclosed storage building on the CITY's property.

FOUNDATION shall not erect any additional structures on the premises other than as provided in this Agreement and shall not utilize the structure for any other purpose except as stated herein.

The boat storage structure shall be constructed in accordance with all applicable building codes and permitting regulations of the State and City and shall be maintained solely at the expense of the FOUNDATION. The FOUNDATION shall build and install the boat storage structure in accordance with Standard Specifications for Public Works Construction in the City of Ft. Pierce, Florida.

FOUNDATION shall not occupy or use the premises in any manner that interferes with the public use of the park. The premises shall not be used for any other purpose whatsoever without written consent of the CITY. FOUNDATION covenants that it will not, without written consent of the CITY, permit the premises to be used or occupied by any person, firm, entity or corporation other than FOUNDATION and its agents and invitees. FOUNDATION further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said premises, no act shall be permitted and nothing shall be kept, in or about said premises which will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said premises. FOUNDATION shall not permit the licensed property to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

3. ASSIGNMENT

This revocable license shall not be assigned without express prior written approval from CITY.

4. TERM

This license shall be for an initial term of five (5) years and commence on April 1, 2006 and terminate on March 31, 2011, unless terminated earlier as provided herein.

Upon written requests of FOUNDATION, at least 6 months prior to expiration, CITY will consider extension of the term.

At the end of the term, the expiration of this revocable license, the revocation of this revocable license, or upon the abandonment of the boat storage structure, whichever occurs first, the FOUNDATION shall be responsible for the removal of the boat storage structure unless CITY elects to retain the structure.

5. ACCESS

During any event or special event, for which the FOUNDATION has obtained the required city permits, the FOUNDATION may use the CITY'S gated access road running along the northern edge of the park, from South A1A to the premises, for the purpose of boat delivery and drop off only. Access shall at all times be subject to the supervision and approval by the Public Works Department. The FOUNDATION agrees it shall not use the access road for parking vehicles at any time. FOUNDATION shall not park any vehicles on or about the premises covered under this revocable license. For all other purposes access and parking shall be via the paved parking lot for Jaycee Park.

6. NOTICES

All notices, requests and other communications dealing directly or indirectly with this license shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or carrier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, address to:

As to City:

CITY MANAGER
P.O. Box 1480
Fort Pierce, Florida
City of Fort Pierce, 34954

As to Foundation:

ROY WHITEHEAD
700 Indian River Drive
Fort Pierce, FL 34949

With copies to:

CITY ATTORNEY
City of Fort Pierce
Post Office Box 1480
Fort Pierce, FL 34954

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

7. INDEMNIFICATION

As consideration for the CITY granting FOUNDATION this revocable license, and to the extent allowed by law, the FOUNDATION agrees to indemnify and hold the CITY, its officers and employees, agents, and servants harmless from and against all claims, liability, demands, damages, expenses, fees, fines penalties, suits, proceedings, actions and costs of actions, including reasonable attorneys fees of any kind or nature in any way arising from, related to, or in any way connected with the use, occupation, management, or control of the above property by FOUNDATION or its' agents, servants, employees, patrons, or invitees, or resulting in injury to persons or property, or loss of life or property of any kind or nature whatsoever, sustained during FOUNDATION'S use of the property.

8. INSURANCE

Without limiting any of the other obligations or liabilities of FOUNDATION, FOUNDATION shall provide, pay for and maintain in force the insurance coverages set forth in this section during the term of this Revocable License Agreement.

a. General Liability Insurance

Such insurance 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. FPRA 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:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

b. 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:

$1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined

c. Watercraft Liability

FOUNDATION shall purchase and maintain, insurance which shall, at a minimum, cover the FOUNDATION for injuries or damage arising out of the use of watercraft. Such insurance shall include the CITY as an additional insured.

The minimum limits applicable to watercraft liability, inclusive of amounts provided by any excess policy, shall be:

$1,000,000 Each Occurrence/Annual Aggregate

This watercraft liability coverage may be provided as part of the Commercial General Liability insurance required herein either by endorsement or by elimination of the watercraft liability exclusion.

d. CITY shall be included as "Additional Insured" with respect to liability arising out of operations performed for CITY by or on behalf of FOUNDATION, acts or omissions of CITY in connection with general supervision of such operation, and the ownership, maintenance or use of the licensed premises, and with respect to liability arising out of the negligent use of the access road.

Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide CITY with sixty (60) days notice of cancellation and/or restriction.

FOUNDATION shall provide to CITY a certified copy of all insurance policies required hereunder showing that the CITY, has been named as additional insureds under such policies or, in the alternative, a certificate evidencing that the required additional endorsements have been obtained under such policies, immediately upon execution of this Revocable License Agreement by both parties to same. The insurance coverage required hereunder shall apply on a primary basis to any other insurance maintained by the CITY, its officers, servants, agents and employees. Except with respect to the total limits of liability, the insurance coverages provided shall apply to each insured in the same manner as if separate policies had been issued to each.

9. TERMINATION

This Revocable License Agreement may be canceled with or without cause at any time during the term hereof by either party upon written notice to the other of its desire to terminate this revocable license. It is expressly understood by the parties that FOUNDATION is receiving from CITY a revocable license which may be terminated at any time by CITY. During the initial license term the CITY may only terminate for cause upon sixty (60) days written notice.

10. MAINTENANCE AND REPAIR OF LICENSED PREMISES

It shall be the responsibility of FOUNDATION to keep the licensed premises clean, safe, sanitary and free from trash and debris. The upkeep and maintenance of all areas herein licensed by CITY to LICENSEE shall be borne by FOUNDATION, and FOUNDATION agrees to maintain the licensed premises in accordance with the terms and conditions of this revocable license and consistent with prudent and well-reasoned maintenance procedures and techniques.

11. AMENDMENTS

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

12. SURRENDER UPON TERMINATION

FOUNDATION shall peaceably surrender and deliver the licensed premises to the CITY, or its agents, immediately upon expiration of the revocable license term; or after ten (10) days written notice from the CITY upon termination of the revocable license for any other reason.

FOUNDATION further agrees that it will leave the licensed premises in the condition existing at the commencement of this revocable license, all alterations, adjustments, partitions,

additions or improvements excepted and normal wear and tear excepted, subject to the repair and maintenance obligations provided in this revocable license.

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

ATTEST:

BY: _____
Cassandra Steele, City Clerk

CITY OF FT. PIERCE

_____
Robert J. Benton, III, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____
Robert W. Schwerer, Esquire
City Attorney

TREASURE COAST YOUTH SAILING FOUNDATION, INC.

By: _____
Roy Whitehead, President

_____
Witness; Signature

JENNIFER D ROBINSON
Witness; Print Name

_____
Witness; Signature

ASHLEY BARTON
Witness; Print Name

Treasure Coast Youth Sailing Foundation, Inc.

P.O. Box 3108
Fort Pierce, Fl 34948-3108

September 15, 2010

Mr. David L. Recor, City Manager
City Hall
100 N. US 1
Fort Pierce, FL 34954

Subject: Revocable License for Land Use
Treasure Coast Youth Sailing

Dear Mr. Recor:

The term of the subject Revocable License, the purpose of which was to give the Treasure Coast Youth Sailing Foundation a license to construct a boathouse at Jaycee Park for use by the Foundation in conjunction with its youth sailing program, is due to expire on March 31, 2011. A copy of the license is enclosed for your review.

Pursuant to Article 4 of the subject agreement, a requirement of which is that a request for extension of the License be made at least six (6) months prior to its expiration date, the Treasure Coast Youth Sailing Foundation, Inc., hereby requests that the subject Revocable License for Land Use, be extended for an additional term of five (5) years, commencing April 1, 2011, and ending on March 31, 2016, with all terms and conditions remaining unchanged.

Please feel free to contact me by phone at 772-465-7720 or 772-284-0461, should you have any questions or require more information. I can also be reached via e-mail at: captvic@bellsouth.net.

Thank you for your consideration.

Sincerely,

Candace Banack, ~~President~~

Enclosure

Cc: Mr. Robert J. Benton, III, Mayor
Mr. Nicholas Mimms, Director of Public Works

CITY OF FORT PIERCE, FLORIDA
City Commission Meeting

Agenda Item #
Commission Meeting 10/4/10

To : The Honorable Mayor and Members of the City Commission

Through : David L. Recor, City Manager DLR/ams

From : Nick Mimms, P.E., Director of Public Works

Approved 10-4-10

Re : **REVOCABLE LICENSE FOR LAND USE**
TREASURE COAST YOUTH SAILING FOUNDATION, INC.

Date : September 21, 2010

ISSUE(S):	Consideration of extension of term for the utilization of land at Jaycee Park by the Treasure Coast Youth Sailing Foundation
SUMMARY:	The Treasure Coast Youth Sailing Foundation (TCYSF) has partnered with the City of Fort Pierce since 2006 to provide young people a place and opportunity to learn how to sail. Through a revocable license for land use the TCYSF has used the small section of Jaycee Park as an operations center to launch and stage sailing materials and equipment. This license is nearing an end is currently being requested to be extended.
FISCAL IMPACT:	No fiscal impact at this time
RECOMMENDATION:	The Public Works Department recommends approval extension request from the Treasure Coast Youth Sailing Foundation for a period of five (5) years.
ALTERNATIVES:	Take no action and terminate program for the youth at this location
RESPONSIBLE STAFF:	Public Works Department
COORDINATED WITH:	City Clerk
ATTACHMENTS:	Letter from Treasure Coast Youth Sailing Foundation Revocable License for Land Use

APPROVED

Gloria J. Johnson

APPROVED BY PURCHASING

TB

Tony Barnes, CPPB, Director

DATE: 9/22/10

REVOCABLE LICENSE FOR LAND USE
TREASURE COAST SAILING

THIS AGREEMENT, made and entered this 6TH day of April, 2006, by and between **CITY OF FT. PIERCE**, a municipal corporation of the State of Florida, ("**CITY**") and the **TREASURE COAST YOUTH SAILING FOUNDATION, INC.,** a Florida non profit corporation, with its principal offices located at 700 Indian River Drive, Fort Pierce, FL 34949 ("**FOUNDATION**").

WHEREAS, the **CITY** owns a public park located on South Hutchinson Island known as "Jaycee Park"; and

WHEREAS, the **FOUNDATION** wishes to operate a public youth sailing program for the benefit of the youth of St. Lucie County, Florida

THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. DESCRIPTION OF PREMISES

The CITY agrees to grant the Treasure Coast Youth Sailing Foundation, Inc. (FOUNDATION), a revocable license to use a 24 feet by 24 feet square of land, located at Jaycee Park, a City owned public park, as identified in the diagram and map attached hereto as Exhibit "A", for the purpose of building and installing an enclosed boat storage unit for the FOUNDATION'S youth sailing program. This revocable license shall extend only to the above-referenced 24 foot by 24 foot area for the enclosed boat storage unit and shall not extend to the construction and/or installation of any additional structures or utilities.

2. PURPOSE/USE OF PREMISES

The sole purpose of this revocable license is to grant the FOUNDATION permission to build and install a single enclosed storage building on the CITY's property.

FOUNDATION shall not erect any additional structures on the premises other than as provided in this Agreement and shall not utilize the structure for any other purpose except as stated herein.

The boat storage structure shall be constructed in accordance with all applicable building codes and permitting regulations of the State and City and shall be maintained solely at the expense of the FOUNDATION. The FOUNDATION shall build and install the boat storage structure in accordance with Standard Specifications for Public Works Construction in the City of Ft. Pierce, Florida.

FOUNDATION shall not occupy or use the premises in any manner that interferes with the public use of the park. The premises shall not be used for any other purpose whatsoever without written consent of the CITY. FOUNDATION covenants that it will not, without written consent of the CITY, permit the premises to be used or occupied by any person, firm, entity or corporation other than FOUNDATION and its agents and invitees. FOUNDATION further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said premises, no act shall be permitted and nothing shall be kept, in or about said premises which will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said premises. FOUNDATION shall not permit the licensed property to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

3. ASSIGNMENT

This revocable license shall not be assigned without express prior written approval from CITY.

4. TERM

This license shall be for an initial term of five (5) years and commence on April 1, 2006 and terminate on March 31, 2011, unless terminated earlier as provided herein.

Upon written requests of FOUNDATION, at least 6 months prior to expiration, CITY will consider extension of the term.

At the end of the term, the expiration of this revocable license, the revocation of this revocable license, or upon the abandonment of the boat storage structure, whichever occurs first, the FOUNDATION shall be responsible for the removal of the boat storage structure unless CITY elects to retain the structure.

5. ACCESS

During any event or special event, for which the FOUNDATION has obtained the required city permits, the FOUNDATION may use the CITY'S gated access road running along the northern edge of the park, from South A1A to the premises, for the purpose of boat delivery and drop off only. Access shall at all times be subject to the supervision and approval by the Public Works Department. The FOUNDATION agrees it shall not use the access road for parking vehicles at any time. FOUNDATION shall not park any vehicles on or about the premises covered under this revocable license. For all other purposes access and parking shall be via the paved parking lot for Jaycee Park.

6. NOTICES

All notices, requests and other communications dealing directly or indirectly with this license shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or carrier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, address to:

As to City:

CITY MANAGER
P.O. Box 1480
Fort Pierce, Florida
City of Fort Pierce, 34954

As to Foundation:

ROY WHITEHEAD
700 Indian River Drive
Fort Pierce, FL 34949

With copies to:

CITY ATTORNEY
City of Fort Pierce
Post Office Box 1480
Fort Pierce, FL 34954

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

7. INDEMNIFICATION

As consideration for the CITY granting FOUNDATION this revocable license, and to the extent allowed by law, the FOUNDATION agrees to indemnify and hold the CITY, its officers and employees, agents, and servants harmless from and against all claims, liability, demands, damages, expenses, fees, fines penalties, suits, proceedings, actions and costs of actions, including reasonable attorneys fees of any kind or nature in any way arising from, related to, or in any way connected with the use, occupation, management, or control of the above property by FOUNDATION or its' agents, servants, employees, patrons, or invitees, or resulting in injury to persons or property, or loss of life or property of any kind or nature whatsoever, sustained during FOUNDATION'S use of the property.

8. INSURANCE

Without limiting any of the other obligations or liabilities of FOUNDATION, FOUNDATION shall provide, pay for and maintain in force the insurance coverages set forth in this section during the term of this Revocable License Agreement.

a. General Liability Insurance

Such insurance 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. FPRA 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:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

b. 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:

$1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined

c. Watercraft Liability

FOUNDATION shall purchase and maintain, insurance which shall, at a minimum, cover the FOUNDATION for injuries or damage arising out of the use of watercraft. Such insurance shall include the CITY as an additional insured.

The minimum limits applicable to watercraft liability, inclusive of amounts provided by any excess policy, shall be:

$1,000,000 Each Occurrence/Annual Aggregate

This watercraft liability coverage may be provided as part of the Commercial General Liability insurance required herein either by endorsement or by elimination of the watercraft liability exclusion.

d. CITY shall be included as "Additional Insured" with respect to liability arising out of operations performed for CITY by or on behalf of FOUNDATION, acts or omissions of CITY in connection with general supervision of such operation, and the ownership, maintenance or use of the licensed premises, and with respect to liability arising out of the negligent use of the access road.

Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide CITY with sixty (60) days notice of cancellation and/or restriction.

FOUNDATION shall provide to CITY a certified copy of all insurance policies required hereunder showing that the CITY, has been named as additional insureds under such policies or, in the alternative, a certificate evidencing that the required additional endorsements have been obtained under such policies, immediately upon execution of this Revocable License Agreement by both parties to same. The insurance coverage required hereunder shall apply on a primary basis to any other insurance maintained by the CITY, its officers, servants, agents and employees. Except with respect to the total limits of liability, the insurance coverages provided shall apply to each insured in the same manner as if separate policies had been issued to each.

9. TERMINATION

This Revocable License Agreement may be canceled with or without cause at any time during the term hereof by either party upon written notice to the other of its desire to terminate this revocable license. It is expressly understood by the parties that FOUNDATION is receiving from CITY a revocable license which may be terminated at any time by CITY. During the initial license term the CITY may only terminate for cause upon sixty (60) days written notice.

10. MAINTENANCE AND REPAIR OF LICENSED PREMISES

It shall be the responsibility of FOUNDATION to keep the licensed premises clean, safe, sanitary and free from trash and debris. The upkeep and maintenance of all areas herein licensed by CITY to LICENSEE shall be borne by FOUNDATION, and FOUNDATION agrees to maintain the licensed premises in accordance with the terms and conditions of this revocable license and consistent with prudent and well-reasoned maintenance procedures and techniques.

11. AMENDMENTS

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

12. SURRENDER UPON TERMINATION

FOUNDATION shall peaceably surrender and deliver the licensed premises to the CITY, or its agents, immediately upon expiration of the revocable license term; or after ten (10) days written notice from the CITY upon termination of the revocable license for any other reason.

FOUNDATION further agrees that it will leave the licensed premises in the condition existing at the commencement of this revocable license, all alterations, adjustments, partitions,

additions or improvements excepted and normal wear and tear excepted, subject to the repair and maintenance obligations provided in this revocable license.

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

ATTEST:

BY: _____
Cassandra Steele, City Clerk

CITY OF FT. PIERCE

_____
Robert J. Benton, III, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____
Robert W. Schwerer, Esquire
City Attorney

TREASURE COAST YOUTH SAILING FOUNDATION, INC.

By: _____
Roy Whitehead, President

_____
Witness; Signature

JENNIFER D ROBINSON
Witness; Print Name

_____
Witness; Signature

ASHLEY BARTON
Witness; Print Name

TREASURE COAST YOUTH SAILING FOUNDATION, INC.

P.O. BOX 3108
FORT PIERCE, FL 34948-3108

April 5, 2006

APR 05 2006

Mr. Dennis Beach, City Manager
City Hall
100 North US #1
Fort Pierce, FL 34954

Subject: Revocable License for Land Use

Dear Mr. Beach:

Enclosed are two executed and witnessed copies of the subject license and attached Exhibit "A".

When executed by the appropriate city officials, I would prefer to pick up the Foundation's copy at your office rather than having it mailed. If acceptable, please call me at 772-332-1732, when ready.

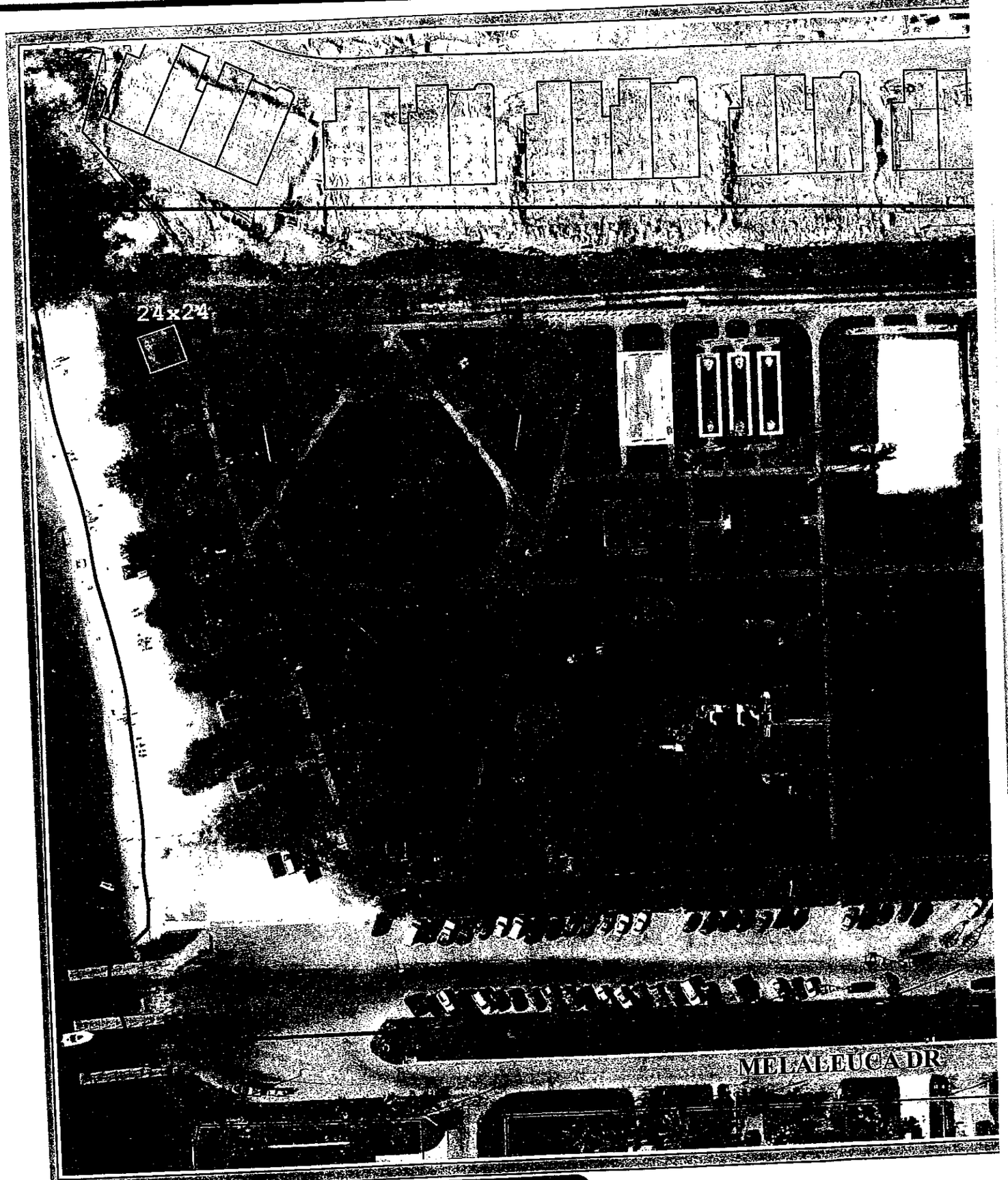
Thanks again for your help in concluding this agreement.

Sincerely,

Roy M. Whitehead, President

File

Phone 772-462-0230



This map is a conceptual tool utilized for proje
ment only. Though th information provided by
accepted to be accurate for the city's adminis
purposes, it is not to be used for technical pu
information, including but not limited to softw
received from City of Ft Pierce in fulfillment o
records request is provided "AS IS" without w
any kind. Any information provided by this ma
for purposes other than reference must be co
field survey. Aerial photo taken May 2004.

EXHIBIT
"A"

tabbies

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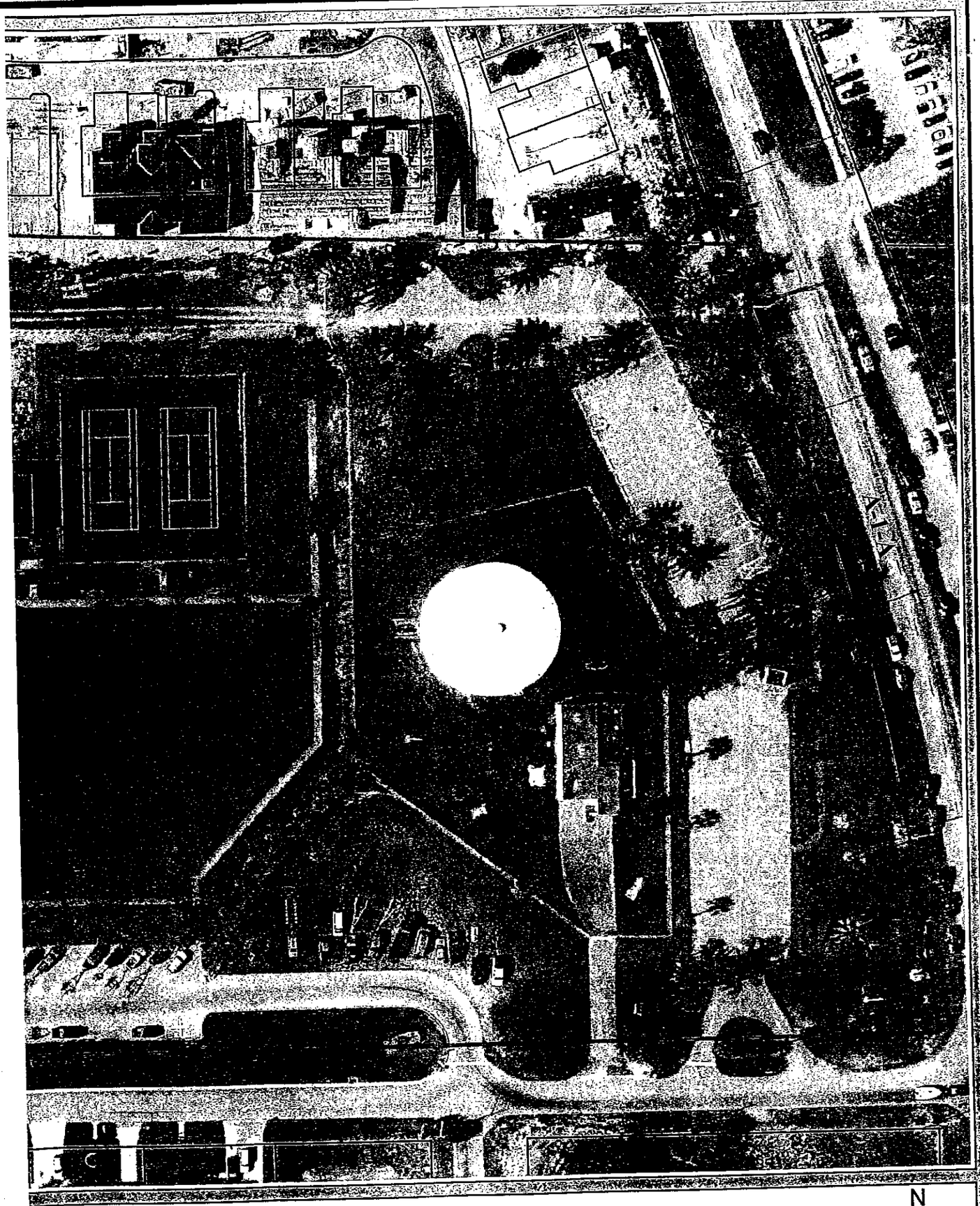

'CEE PARK

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City Commission Conference Agenda **4. c.**

Meeting Date: 05/08/2023

Re: Waterways Policies Concepts

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Presentation of concepts for waterways policies by Marina Director Dean Kubitschek

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/21/2023 11:14 AM
City Manager	Nick Mimms	04/26/2023 07:12 AM

Form Started By: Jennifer Robinson Started On: 04/10/2023 03:13 PM

Final Approval Date: 04/26/2023

City of Fort Pierce Waterway Overview

How we can protect our Indian River Lagoon
Our goal is to establish a 10 year comprehensive plan.

- Removal of derelict vessels
- Implement anchorage limitation zones
- Educate/Compliance/Enforcement of our waterways
- Waste disposal compliance

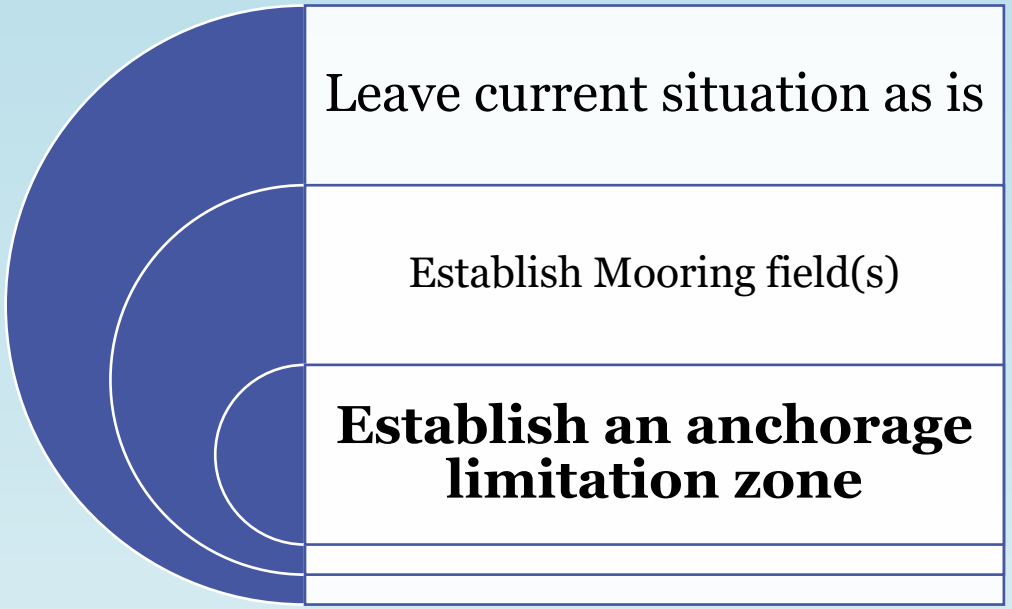
Anchoring of vessels throughout our city limit waterways

Fort Pierce Waterway Boundaries

State of Florida anchoring restrictions

- Within 150’ of any marina, boat ramp, boatyard, or vessel launching or loading facility
- Within 300’ of a superyacht repair facility
- Within 100’ outward from the marked boundary of a public mooring field or a lesser distance if approved by the local government within which the mooring field is located

Three options for managing anchoring:



Anchorage limitation zone/zones

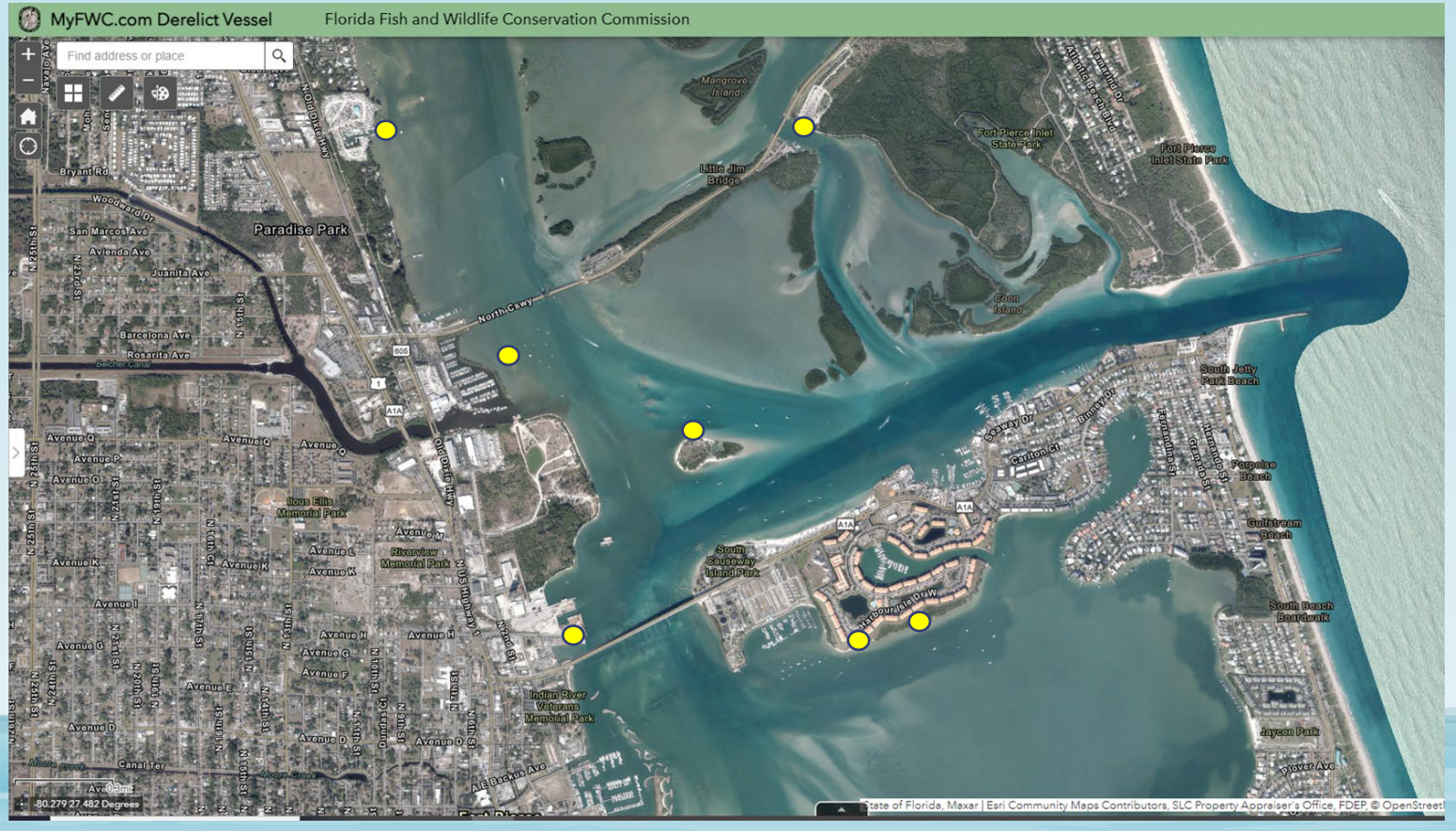
(Must be established by St. Lucie County)

- Be less than 100 acres in size
- Not include any mooring field or marina; and
- Be clearly marked with signs and buoys
- Vessels may not anchor more than 45 consecutive days in any 6-month period in any anchoring limitation area

2022 Florida Statutes 327.4108 Anchoring of vessels in anchoring limitation areas

Removal of Derelict Vessels

FWC funded At Risk Vessel program
Turn In Program
Must be Florida registered
Must have at least one citation
Grant programs



Yellow icons on map indict current derelict vessels

Law Enforcement

- St. Lucie County Sheriff's Department
  - Citizens on Patrol
- Fort Pierce Police Department
- Florida Wildlife Commission
- United States Coast Guard
- United States Customs

Sewage disposal

- Vessels must have current disposal logs.
- Untreated sewage discharges are prohibited within three miles from shore.
- In order to discharge within three miles, sewage must be treated using a U.S. Coast Guard-approved Type I or Type II MSD. Alternatively, sewage may be stored onboard in a holding tank (Type III MSD)

There are three types of marine sanitation devices (MSDs): Type I, Type II and Type III.

Type I MSDs are flow-through devices, which are suitable for vessels up to 65 feet in length. These devices use a combination of maceration and disinfection to treat vessel sewage. After pulverizing the solids, the effluent is exposed to disinfectants (often, chlorine tablets) that reduce bacteria levels to below the established limits under the Clean Water Act. In some cases, bactericide can be generated from the saltwater using special electrodes, so that no added disinfectant products are needed.

Type II MSDs are flow-through devices suitable for larger vessels. Type II devices are biological systems. First, sewage is aerated so that the bacteria already present in the sewage can thrive and begin to consume/break down the sewage as their food supply. As with the Type I devices, the remaining liquid waste is then treated via contact with chlorine tablets, UV disinfection, or other methods of disinfection. Overall, Type II devices can achieve better treatment levels than Type I devices because of the biological component of the system, as opposed to maceration.

Type III MSDs are holding tanks which do not treat sewage onboard the vessel. These devices are designed to store sewage effluent while preventing overboard discharge.

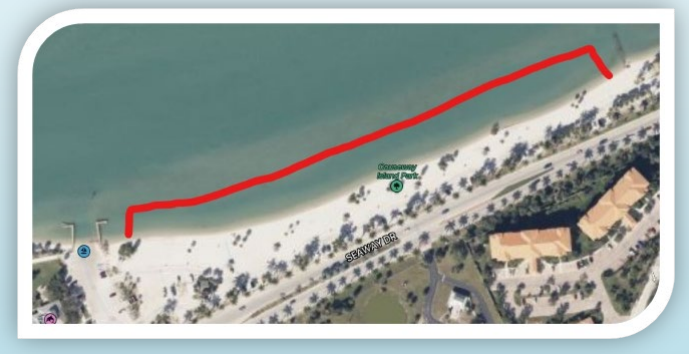
Recommendation for sewage disposal

Pump Out Service (contractor)

Vessels anchored or moored for more than ten consecutive days, and which are required to have a marine sanitation device in accordance with F.S. § 327.53, must provide proof of pump out. In 2013, Monroe County partnered with the State of Florida Department of Environmental Protection Clean Vessel Act Program to expand and contract the services to a private vendor in order to provide the services Keys-wide. As of November 2021, we are the contractor for the Florida Department of Environmental Protection to provide this free pumpout service throughout the Florida Keys. The service is provided free to anchored-out vessels to ensure boaters in our many anchorages (See maps of approved anchorages) have the means to properly and legally pump out. For more information, please also visit the Monroe County website.

RECOMMENDATIONS

- CREATE A WATERWAY PLANNING COMMITTEE TO ESTABLISH AND OVERSEE THE CITY WATERWAY BOUNDARIES AND TO MAKE RECOMMENDATIONS WHICH WILL ASSIST THE CITY OF FORT PIERCE IN ITS SHORELINE RESILIENCY PROGRAM
- ESTABLISH A LONG TERM COMPREHENSIVE PLAN FOR THE CITY WATERWAYS AND MARINAS
- ESTABLISH A BOAT WASTE INSPECTION SYSTEM
- CREATE A DESIGNATED SWIM ZONE AT CAUSEWAY ISLAND PARK



ALTERNATIVES:

- HIRE TWO MARINE CODE ENFORCEMENT OFFICERS TO ENFORCE AND OVERSEE
- REQUIRE ALL MARINAS AND BOAT RAMPS TO INSTALL WORKING PUMP OUT SYSTEMS

City Commission Conference Agenda **4. d.**

Meeting Date: 05/08/2023

Re: Utilization of Local Contractors

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Utilization of Local Contractors update by Purchasing Manager Gelencia Carter

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/21/2023 11:14 AM
City Manager	Nick Mimms	04/26/2023 07:16 AM

Form Started By: Jennifer Robinson Started On: 04/10/2023 04:28 PM

Final Approval Date: 04/26/2023

City of Fort Pierce Purchasing and You, the Vendor!

Presented by:

Purchasing Division

May 2023

INTRODUCTION

+ The intent of this presentation is to help enhance the understand of how to do business with the City of Fort Pierce.
+ The Purchasing Division is responsible for the procurement of supplies, services, and construction in accordance with procedures as outlined in the city code, as well as the management and disposal of supplies that are obsolete.
+ Vendors are an essential element in meeting the needs of the City of Fort Pierce.

VENDOR REQUIREMENTS

- Proper Professional Licenses.
- Business Tax Receipt (if a City of Fort Pierce business).
- Insurance - specific to each solicitation.
- Bonds, if required, specific to each solicitation
- Registered as a vendor in the State of Florida through Sunbiz (www.sunbiz.org).

INSURANCE REQUIREMENTS

- Each vendor must have the capability of obtaining insurance as required in the solicitation. Requirements varying based on the scope of work.
- The city does not require any vendor to purchase additional insurance as a requisite to submit a bid/proposal.
- Simply show that they currently have insurance and if awarded the project, they must obtain insurance levels as required in the bid/proposal document.
- All vendors are required to maintain the proper professional and occupational licenses as required by City of Fort Pierce and the State of Florida.

TYPES OF SOLICITATIONS

- **Informal Bids/Request for Quotation**
- **ITB: Invitation to Bid**
- **RFP: Request for Proposals**
- **RFQ: Request for Qualification (Professional Services)**

INFORMAL/REQUEST FOR QUOTATION

- **Can be formal or informal, depending upon the complexity of the project. Less than $10,000 is more *in*formal.**
- **If it exceeds $10,000 but is less than $50,000, or it is a complex project, it will be quoted by Purchasing & Department making the request.**
- **Awarded to the lowest responsive and responsible bidder (the bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents.)**

INVITATION TO BID

- Always a formal process requiring sealed bids by a specified date and time.
- Utilized when we know exactly what we need (e.g.: generators, aggregates, chairs, auto parts.)
- Always awarded to the lowest responsive and responsible
- Evaluated by Staff.

REQUEST FOR PROPOSALS

- **Always a formal process requiring sealed proposals by a specified date and time.**
- **Utilized when we know where we want to end up, but not how to get there - a *solution or services contracts.* ex. ERP system, parking systems, trash collection.**
- **Awarded to the top ranked firm based on the evaluation criteria published in the RFP.**
- **For this solicitation an evaluation committee made up of City staff which in turn recommends to the City Commission for approval and award.**

REQUEST FOR QUALIFICATIONS

- **The preferred solicitation method used to procure professional services based on qualifications.**
- **Price may be a factor in selecting the most qualified consultant. (e.g.: Auditors, Appraisers, Consultants - *not CCNA*).**
- **Awarded to the top ranked firm or firms through an evaluation process.**
- **Professional Service procured under the Consultant's Competitive Negotiation Act (CCNA, FS 287.055).**
- **Utilized for procuring professional architectural, engineering, landscape architectural, surveying, and mapping services.**
- **Selection is based on qualifications and experience only.**
- **Awarded to the top ranked firm or firms through a two-step evaluation process.**

AWARDED SOLICITATIONS

- During FY 22 to current, the majority of the solicitations were awarded to local vendors that provided the following types of services : **aggregates (sand and concrete), janitorial supplies, auto parts, office supplies, maintenance parts).**
- **Less than 10% awarded solicitations for Construction, A& E Consulting (roofing and road projects) and Services (technology and software, appraisal services).**

COMMUNITY & EDUCATION

- To help learn more about local vendors seeking to do business with the City, as well as to help increase local vendor participation, a Vendor Registration form will be available on the Purchasing website, on or before Monday, May 22nd.
- The registration form will enable the City to keep a list of vendors, help make sure current vendor records are up to date and to help secure written quotes to utilize when needing goods and services by various departments.
- How to Do Business Brochure is currently available of the Purchasing website
- Purchasing Team members are available to assist vendors when questions arise regarding solicitations.
- Questions can be emailed to the Project Managers

QUESTIONS

City Commission Conference Agenda **4. e.**

Meeting Date: 05/08/2023

Re: Micro-mobility Program

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

SUBJECT:

Discussion on Future of Micro-Mobility Program in Fort Pierce

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/07/2023 03:44 PM
City Manager	Nick Mimms	04/07/2023 03:52 PM

Form Started By: Shyanne Harnage Started On: 04/06/2023 07:23 AM

Final Approval Date: 04/07/2023

MICRO-MOBILITY PROGRAM

Conference Agenda • May 8, 2023

SCOOTER SHARE PROGRAM

A LOOK BACK

Sep. 2019

Launched 12-month pilot with Zagster

Sep. 2020

Pilot program ended

Nov. 2020

Issued RFP 2021-010

Received 7 responses

Sep. 2021

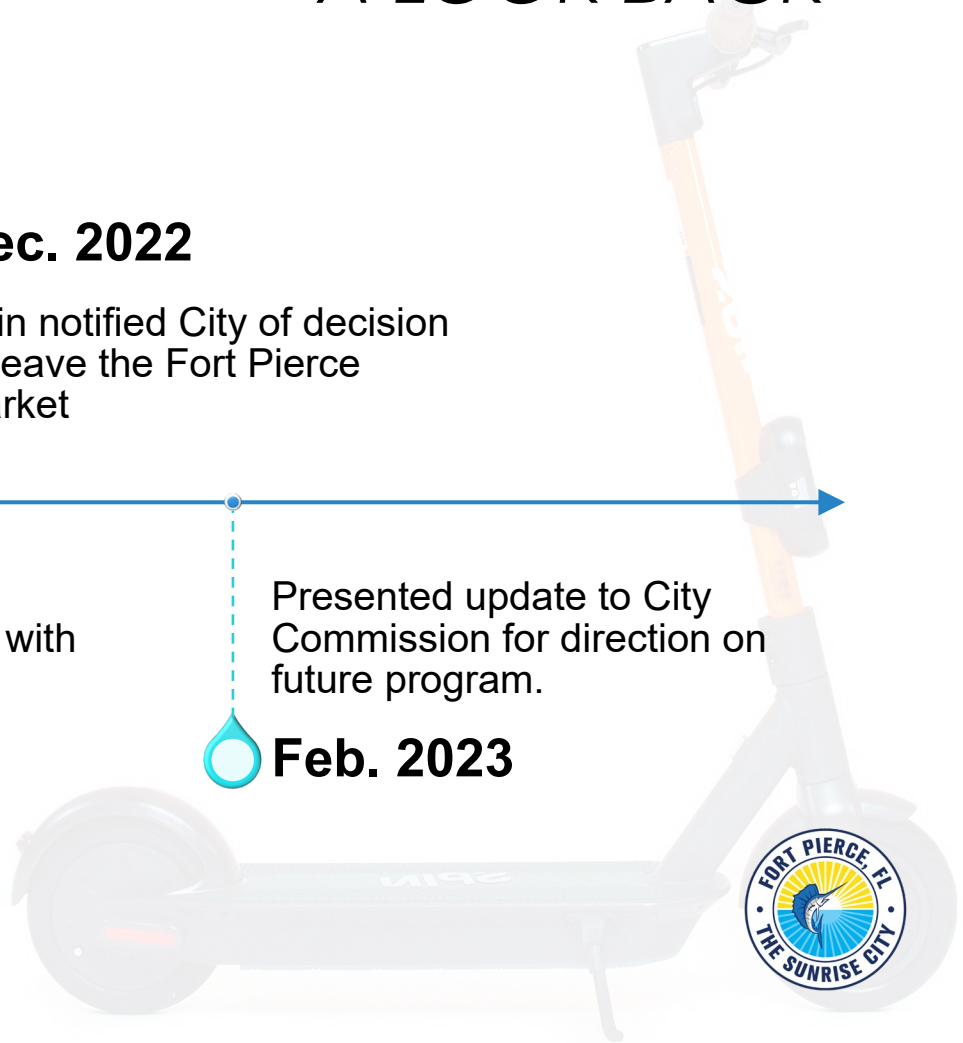
Executed Agreement with Spin

Dec. 2022

Spin notified City of decision to leave the Fort Pierce market

Feb. 2023

Presented update to City Commission for direction on future program.



SPIN RIDERSHIP DATA

Program Length
14 months

Total Trips
26,791

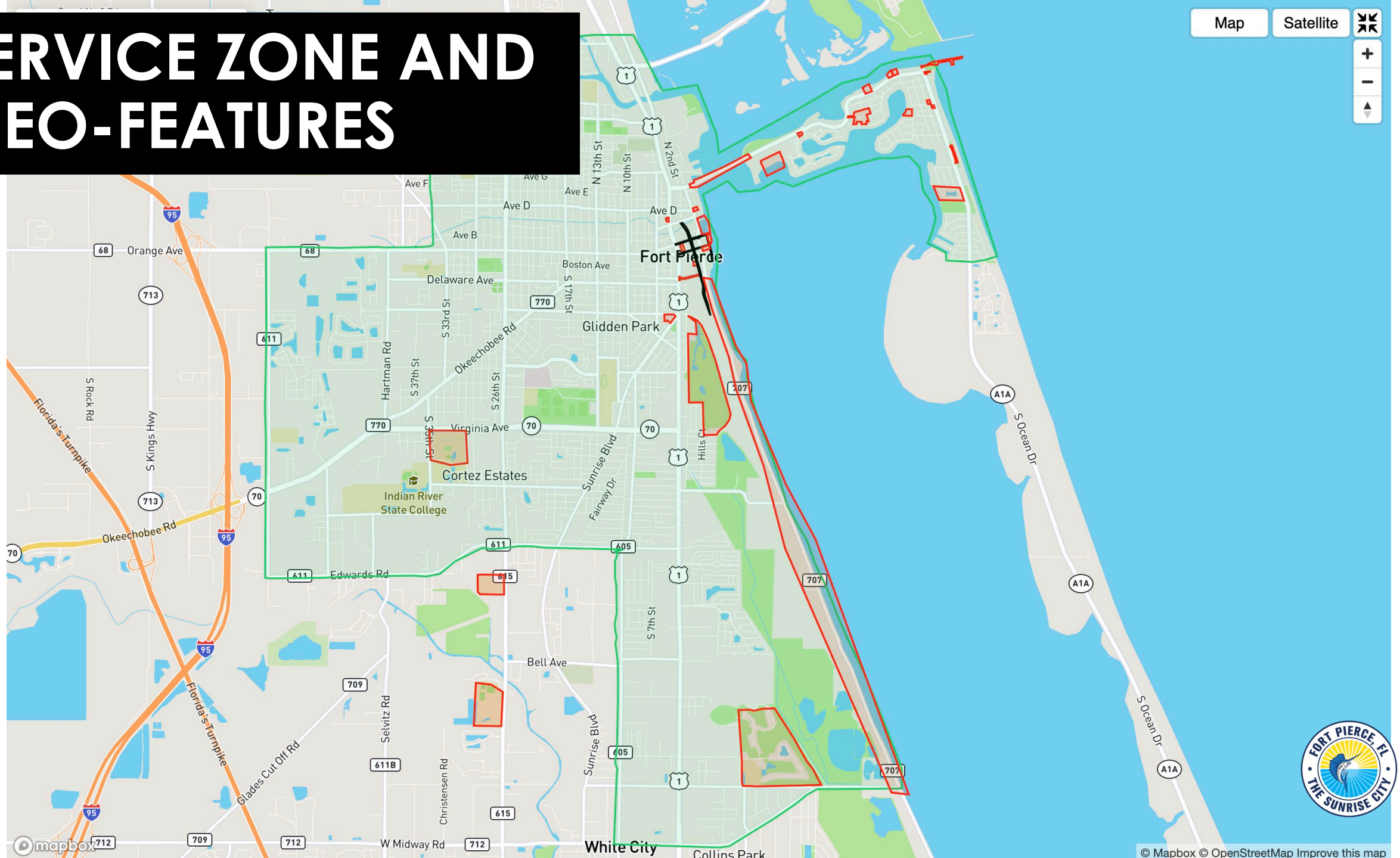
Average Ride Length
20 minutes

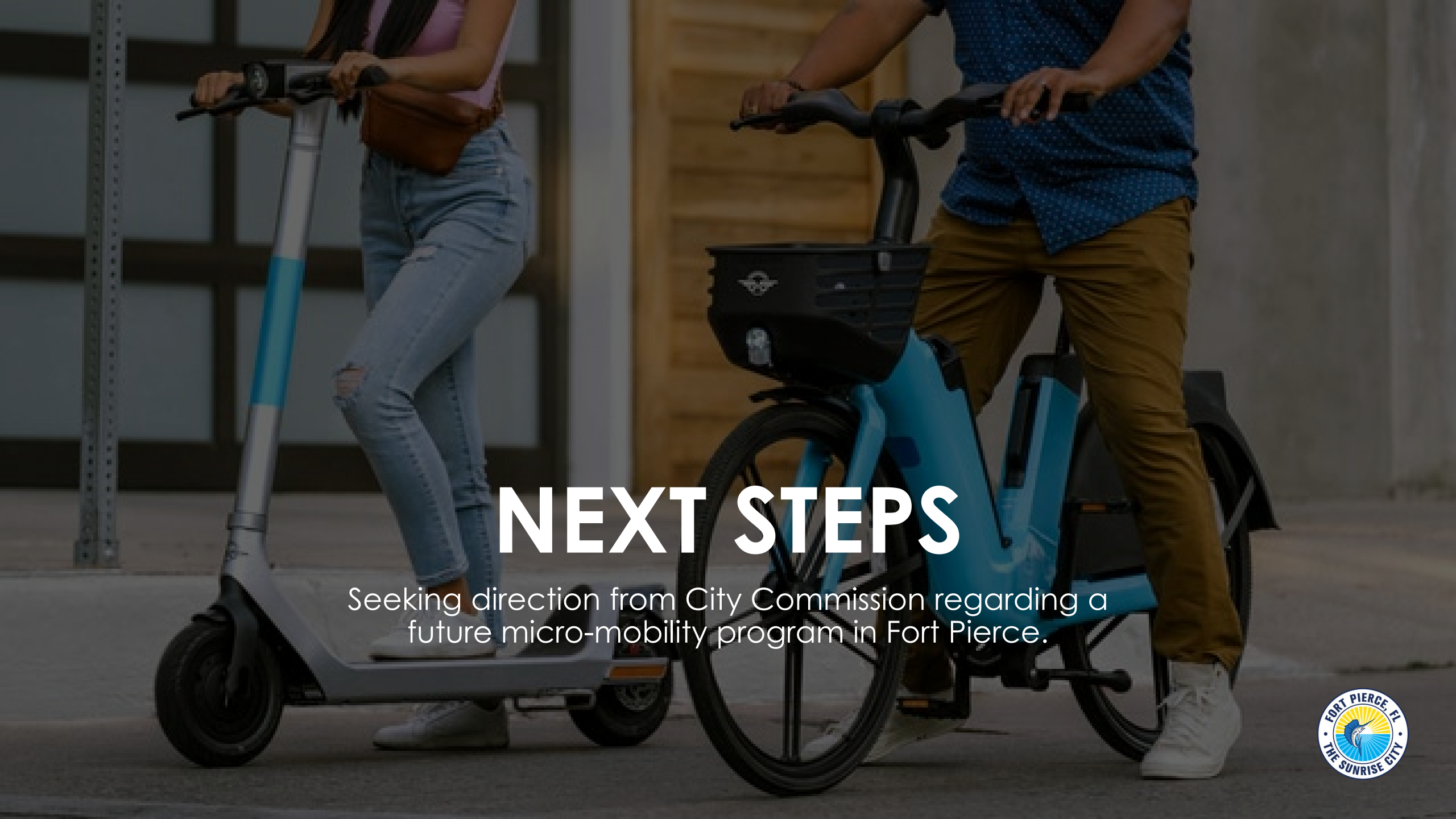
Average Trip Distance
2 miles

Annual Operating Fee
$2,500

Total Revenue Share
$6,697.75

SERVICE ZONE AND GEO-FEATURES





NEXT STEPS

Seeking direction from City Commission regarding a future micro-mobility program in Fort Pierce.