

CITY OF FORT PIERCE

PARKS ADVISORY COMMITTEE

Regular Meeting - Thursday, April 20, 2023 - 10 am to 12 pm

City Hall - Commission Chambers - 100 N. US-1, Fort Pierce, Florida 34950

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject on this Agenda may be heard at this time. Please sign the sign-up sheet in order to speak. Please limit your comments to no more than five (5) minutes, as this section of the Agenda is limited to thirty minutes. The Parks Advisory Committee will not be able to take any official action under “Comments from the Public” section.

5. **APPROVAL OF MINUTES**

- a. Approval of the minutes from the March 16, 2023, meeting

6. **OLD BUSINESS**

- a. Treasure Coast Youth Sailing at Jaycee Park

7. **NEW BUSINESS**

- a. Chairperson and Vice Chairperson Selection

8. **BOARD DISCUSSION**

9. **STAFF DISCUSSION**

10. **ADJOURNMENT**

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.

Parks Advisory Committee

5. a.

Meeting Date: 04/20/2023

Re:

SUBJECT:

Approval of the minutes from the March 16, 2023, meeting

Attachments

Draft Minutes

Form Review

Form Started By: Kaitlyn Ballard
Final Approval Date: 04/13/2023

Started On: 04/13/2023 11:32 AM

DRAFT

City of Fort Pierce
Parks Advisory Committee Meeting
March 16, 2023, @ 10:00 am Regular Meeting
City Hall – Commission Chambers

1. **Call to Order** - The meeting was called to order at 10:07 am.

2. **Pledge of Allegiance** - Recited by the Committee

3. **Roll Call**

Present: Charlene Adair, Ionis Jefferson, Mary Ann Durkin, Eileen Emery, Renella Mitchell, and Patty Reconco

Absent: Bob Burdge

Staff Present: Kaitlyn Ballard

Guests: Charlie Hayek, Ernie Small, Forest Blanton, Pinkie Hendley, and Marjorie Harrell

4. **Comments from the Public**

Pinkie Hendley would like to thank the Parks Advisory Committee for their efforts at NW Pioneer Park during the Great American Cleanup. Ms. Henley would also like an update regarding the plaque program at NW Pioneer Park. Ms. Hendley also stated that Dreamland Park needs additional lighting and maintenance efforts.

Marjorie Harrell would like to see the names of the plaque recipients for NW Pioneer Park. Ms. Harrell would like to share a petition with the Parks Advisory Committee regarding cell towers in the Lincoln Park community. Ms. Harrell stated the community does not want cell towers in this area and would like these cell towers to be erected throughout the entire city, not just in the Lincoln Park community.

5. **Approval of Minutes from the February 16, 2023, Meeting**

A motion was made by Ionis Jefferson, seconded by Patty Reconco, to approve the minutes as corrected, from February 16, 2023, all in favor, motion passed.

6. **Old Business**

a. **Treasure Coast Youth Sailing at Jaycee Park**

Charlie Hayek gave an overview of Treasure Coast Youth Sailing and introduced Ernie Small, Current President who took over operations in December 2021.

Mr. Small informed the committee that their organizational goal is to teach sailing to everyone. Their five-year plan includes making improvements to the existing fleet, expanding from 70 students to 120 students, and expanding their adult sailing lessons. He also stated they have several events that take place on Saturdays, they keep boats in and outside of the building at Jaycee Park, and they would like to continue their relationship with the City of Fort Pierce.

Charlie Hayek then introduced Forest Blanton, Current Vice President of Treasure Coast Youth Sailing. Mr. Blanton stated he was proud of the work that this organization has done and is excited to continue for years to come.

Charlene Adair asked the committee to discuss this item.

Patty Reconco asked how many students will be in each class and what times will the classes take place. Mr. Small stated 15 students at most will be in each class and the time frame will be from 9:00 AM to 4:00 PM. Patty stated she does not believe students should be cited for going outside of the boundary areas. Patty asked if the fiberglass residue is a hazardous material. Mr. Small stated no it is not.

Eileen stated she thinks the Treasure Coast Youth Sailing Organization is doing a great job and offers a great service to the Fort Pierce Community.

Maryann stated she feels like this is a great opportunity for the youth in the community.

Renella asked what ages the youth are the classes for. Mr. Small stated 7-15-year-olds.

Charlene Adair stated she thinks the lease agreement should reflect the amount of space that Treasure Coast Youth Sailing is using at Jaycee Park. Charlene would also like to see the sailing area being used, expanded during weekdays. Charlene also stated the lease agreement states cars should not park around the building and only use the access road for loading and unloading materials. Charlene stated she thinks the new lease should include instructor vehicles being allowed to park on-site.

The committee discussed the following amendments to the lease agreement with the Treasure Coast Youth Sailing Organization.

- Expanding the sailing area during the weekdays.
- Expanding parking to allow instructor vehicles.
- Expanding the area around the building
- Making sure insurance is current.

Charlene will make a list of the outlined items for the committee to review at the next meeting. Maryann will research Martin County's youth sailing program and present the information at the next meeting. Eileen will research Indian River County's youth sailing program and present the information at the next meeting. The committee will decide their recommendation to extend the lease agreement with Treasure Coast Youth Sailing Organization at the next Parks Advisory Committee meeting.

b. Edgartown Street Renaming

The committee reviewed the documents and discussed the street room naming in the Edgartown district.

Avenue E – Spruce Avenue
Cedar PL – Cedar Avenue
Avenue D – Selene Avenue
2nd Street – Pine Avenue
Indian River Drive – Riverside Drive

Charlene there stated the street names in Edgartown are almost 100 years old and are historic in their own right.

Ionis stated there should not be a division in this area that crosses over US1.

Ionis motion to have the Parks Advisory Committee recommend no change to the street names in the Edgartown district, all in favor, except Patty Reconco.

Charlene will write their recommendation for no street name changes in Edgartown and present it to the City Commission.

7. New Business

No new business to discuss at this time.

8. Board Discussion

The committee discussed the importance of sunshine laws with the new committee members. It was discussed that the new committee members should review their handbooks and become familiar with sunshine laws.

9. Staff Discussion

Kaitlyn Ballard gave an update on the Great American Cleanup that took place on Saturday, March 4, 2023, and over 300 volunteers participated in this event. Kaitlyn also gave an update on the NW Pioneer Plaque Program and stated the resolution for this program has been completed and is being reviewed by the City Attorney's Office.

10. Adjournment

The meeting was adjourned at 11:45 am. A motion was made by Charlene Adair, seconded by Patty Reconco, to adjourn the meeting, all in favor, motion passed.

Parks Advisory Committee

6. a.

Meeting Date: 04/20/2023

Re:

SUBJECT:

Treasure Coast Youth Sailing at Jaycee Park

Attachments

Revocable License Treasure Coast Youth Sailing 2006

Amendment to Revocable License _Treasure Coast Youth Sailing 2018

Form Review

Form Started By: Kaitlyn Ballard

Started On: 04/13/2023 11:34 AM

Final Approval Date: 04/13/2023

**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
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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
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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

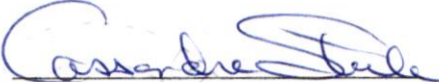
FOUNDATION shall peaceably surrender and deliver the licensed premises to the CITY, or its agents, immediately upon expiration of the revocable license term; or after ten (10) days written notice from the CITY upon termination of the revocable license for any other reason.

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,

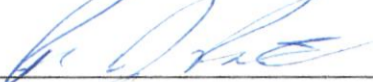
additions or improvements excepted and normal wear and tear excepted, subject to the repair and maintenance obligations provided in this revocable license.

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

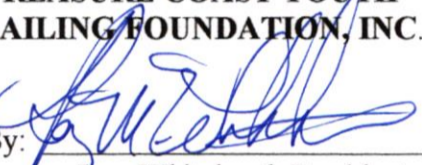

Robert J. Benton, III, Mayor

**APPROVED AS TO FORM
AND CORRECTNESS:**


Robert V. Schwerer, Esquire
City Attorney

**TREASURE COAST YOUTH
SAILING FOUNDATION, INC.**

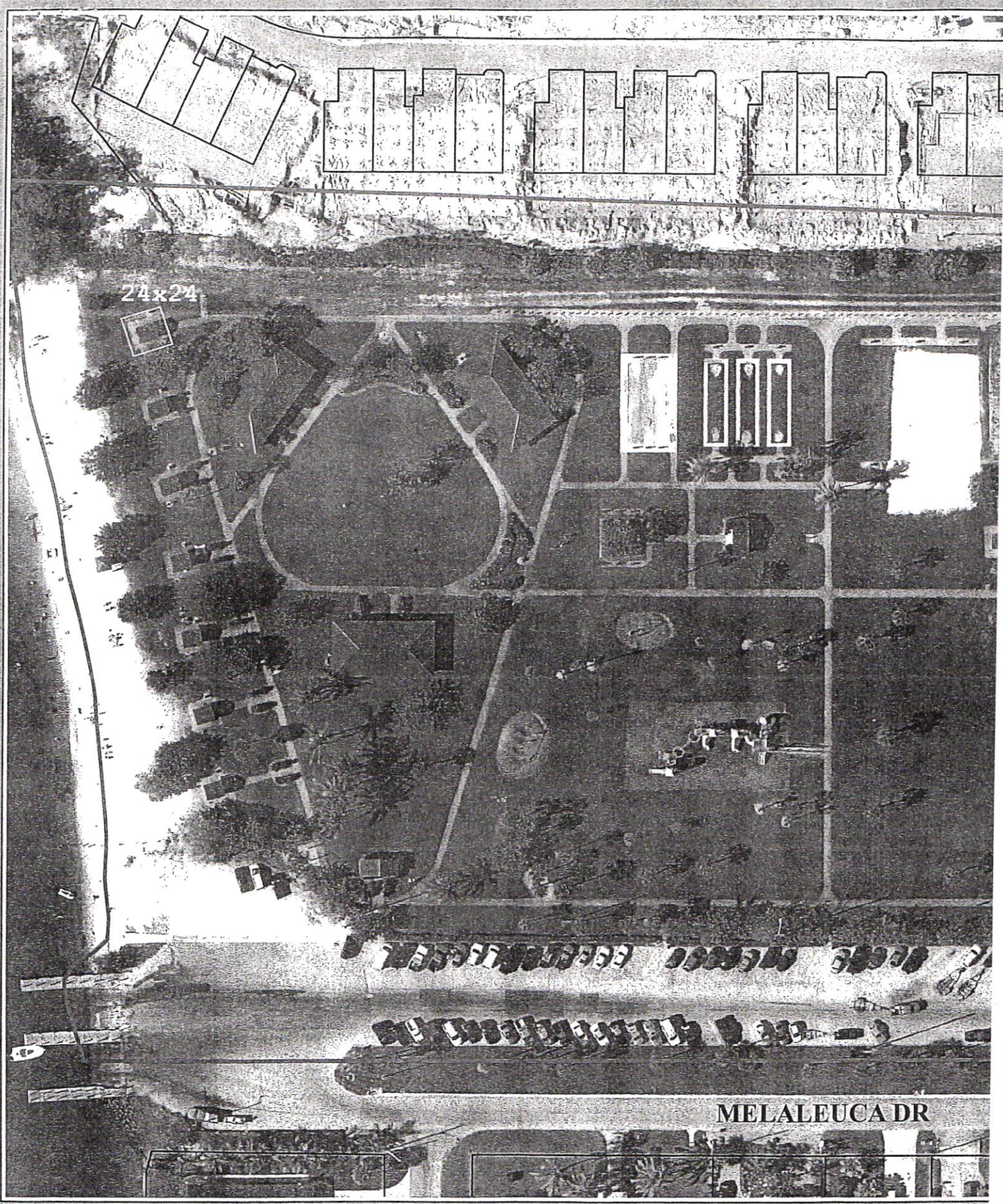

Witness; Signature

By: 
Roy Whitehead, President

JENNIFER D ROBINSON
Witness; Print Name


Witness; Signature

ASHLEY BARTON
Witness; Print Name



24x24

MELALEUCA DR

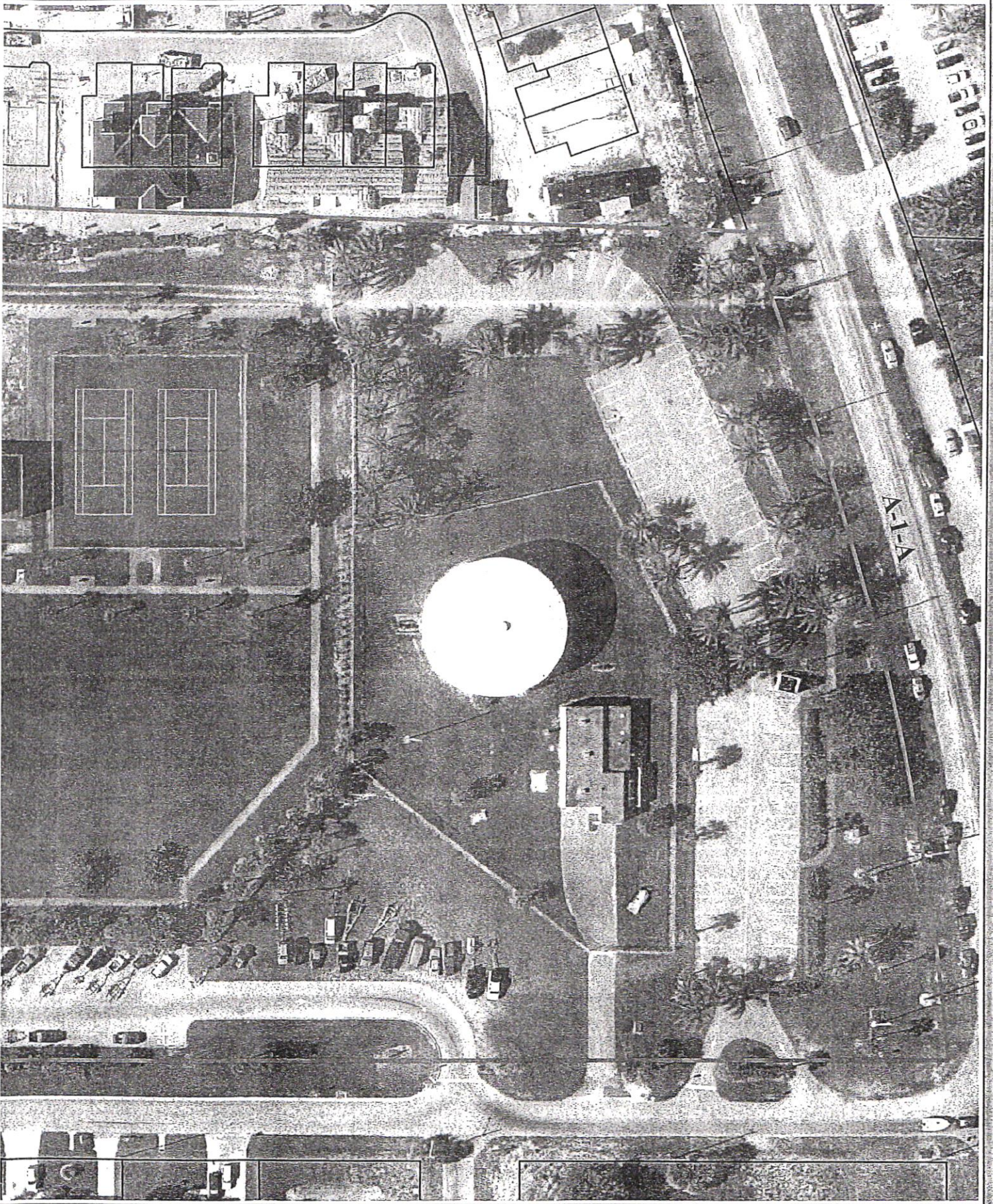


This map is a conceptual tool utilized for project only. Though the information provided by accepted to be accurate for the city's administrative purposes, it is not to be used for technical purposes, including but not limited to software information, received from City of Ft Pierce in fulfillment of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

EXHIBIT
"A"

tabbles

J



CEE PARK

Mar 06, 06
1" equals 80'



**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 commence 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:

CITY OF FORT PIERCE

Linda Cox, City Clerk

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

Parks Advisory Committee

7. a.

Meeting Date: 04/20/2023

Re:

SUBJECT:

Chairperson and Vice Chairperson Selection

Form Review

Form Started By: Kaitlyn Ballard

Started On: 03/27/2023 11:27 AM

Final Approval Date: 03/27/2023