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

CITY COMMISSION AGENDA

Regular Meeting - Monday, December 2, 2024 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Lead Pastor Walter Patton with Flood Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes of the November 18, 2024 Regular Meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

a. Approval of the Affordable Housing Advisory Committee (AHAC) of the 2024 Program Year's final recommendations as required by the Florida Housing Corporation for Grantees receiving SHIP Funding.

b. Approval of Agreement for Special Magistrate Services with Jamy Barreau - RFP No. 2024-028

c. Approval of Agreement for Special Magistrate Services with Jennifer D. Peshke - RFP No. 2024-028

d. Approval of the Memorandum of Understanding for the collaboration of FEMA, St. Lucie County and the City of Fort Pierce to carry out their respective roles and responsibilities with regarding non-financial Direct Technical Assistance (DTA) under FEMA's Building Resilient Infrastructure and Communities (BRIC) program.

e. Approval of the Safe Streets and Roads for All (SS4A) Grant Amendment to finalize programming dates.

12. **PUBLIC HEARINGS**

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

a. Legislative Hearing - Ordinance 24-040 - Review and approval for a Voluntary Annexation by applicant and owner Guillermo Claure, to extend the territorial limits of the City of Fort Pierce, Florida, to include two (2) parcels at or near the intersection of S. Ocean Drive and Blue Heron Blvd., establishing The request is to annex Parcel IDs: 2413-501-0176-000-6 and 2413-501-0288-000-3, located at or near the intersection of S. Ocean Drive and Blue Heron Blvd. - SECOND READING

b. Legislative Hearing - Ordinance 24-043 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125, Zoning, Article VII, Supplementary Regulations, Division 1 - Generally, Section 125-314 Design Review, to provide for General Design Review updates and allow for architectural Design Standards, which shall be adopted by Resolution; providing for a severability clause, repealing all Ordinances or parts thereof in conflict, and providing an effective date. - SECOND READING.

13. **CITY COMMISSION**

a. Resolution 24-R57 Adoption of the Fort Pierce Architectural Design Standards

b. Resolution 24-R60 Appointing Clayton Colby Johnson to the City of Fort Pierce Planning Board as Mayor Hudson's appointee.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

City Commission Regular Meeting - 5:05 pm **5. a.**

Meeting Date: 12/02/2024

Re: Approval of Minutes of the November 18, 2024 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes of the November 18, 2024 Regular Meeting.

Attachments

11.18.2024 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 11/26/2024 09:24 AM

Final Approval Date: 11/26/2024

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, NOVEMBER 18, 2024.

1. CALL TO ORDER

2. OPENING PRAYER - Pastor Delores Williams with Kingdom Word Network Ministry

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson; Mayor Linda Hudson

Staff Present: Records Management Coordinator Tina Rel
Acting City Manager Linda Cox
City Attorney Sara Hedges

5. APPROVAL OF MINUTES

a. Approval of Minutes from the November 04, 2024 Regular Meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the November 04, 2024 Regular Meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

6. **PROCLAMATIONS**

a. Hospice and Palliative Care Month

b. Recognition of Commissioner Jeremiah Johnson for his years of elected service to the City of Fort Pierce.

7. **LETTERS TO COMMISSION**

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the agenda as set.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

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No comments

10. MISCELLANEOUS REPORTS

a. Update from Fort Pierce Utilities Authority regarding the inventory of leaded copper pipes within the City.

Javier Cisneros, Director of Utilities introduced Rachel Tennant, Director of Public Affairs, and John Biggs, Project Manager to present the update of the inventory of lead copper pipes and the lead copper pipe rule (LRC).

The Commission inquired if this is a federal rule, how this affects homes built after the eighties, additional contact options, tenants' responsibility versus owners, multi-language contact information, suggested community outreach options, assistance with investigating pipes status, verifying renovated homes, and ingesting lead water.

Ms. Tennant commented that this is a federal mandate, homes built after the eighties will receive notification, funds are available for contractors to reach residents and customer service representatives are available to assist with questions, surveys are being conducted, language was considered, recommended residents contact plumbers to investigate the pipes, bathing in the water is not the issue, rather brain development in infants and children, and flushing the pipes is not a replacement for pipe testing.

11. CONSENT AGENDA

a. Approval of two blanket Purchase Orders for Golf Course Fertilizers in an amount not to exceed $150,000.

b. Approval of an Agreement between the City of Fort Pierce and the Economic Council of St. Lucie County, Inc. to provide services from October 1, 2024, to September 30, 2025, for an amount not to exceed $62,500.

c. Approval of a proposal from Beemats LLC, New Smyrna Beach, FL, in the amount of $171,072.00 for the annual harvesting, maintenance, and re-nourishment of vegetated mats at the Indian Hills Recreation Area.

d. Approval of the Memorandum of Understanding between the City of Fort Pierce and the Fort Pierce Utilities Authority relating to the Interpretation of the Charter Provisions Governing the FPUA Distribution to the City.

Commissioner Broderick pulled items 11b and 11d.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve items 11a and 11c of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

As to item 11b
Commissioner Broderick commented on the creation of a jobs corridor utilizing the program.

Pete Tesch, St Lucie EDC, commented on the businesses that have relocated and the anticipated job availability, Treasure Coast Food Bank and Ashley Capital, in the Treasure Coast Research Park, and the economic benefits of the commerce center. Additionally, the EDC will hold a lunch on December 3rd, and the Housing Availability Summit on January 30th, 2025.

The Commission inquired about additional growth potential and commented on the corridor's importance to the City, including annexations.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve item 11b.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

As to item 11d
Commissioner Broderick commented on the challenges of the language and supports and advocates for the memorandum.

Commissioner Gaines commented that this is a hot-button topic in the policy committee meetings and recommends determining the interpretations of the city's charter.

Commissioner Jeremiah Johnson commented on the specifics of the utilities in the charter and is excited about it.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve item 11d.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

12. PUBLIC HEARINGS

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a. Legislative Hearing - Ordinance 24-040 - Review and approval for a Voluntary Annexation by applicant and owner Guillermo Claure, to extend the territorial limits of the City of Fort Pierce, Florida, to include two (2) parcels at or near the intersection of S. Ocean Drive and Blue Heron Blvd., establishing The request is to annex Parcel IDs: 2413-501-0176-000-6 and 2413-501-0288-000-3, located at or near the intersection of S. Ocean Drive and Blue Heron Blvd. - FIRST READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 24-040
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) PARCELS AT OR NEAR THE INTERSECTION OF S OCEAN DRIVE AND BLUE HERON BOULEVARD AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1,
2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING ZONING DESIGNATION; ESTABLISHING LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE
CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Staff Presentation:
Kev Freeman, Planning Director, presented the review and approval for a voluntary annexation to include two (2) parcels at or near the intersection of S. Ocean Drive and Blue Heron Blvd.

RECOMMENDATION:
As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation of RL and the Zoning classification of R-3.

Question of Staff:
The Commission inquired on the sewer service of the business to the south, the south beach overlay, and the private owner and commented on the water table and Florida septic code.

Mr. Freeman commented on the services to the south, the south beach overlay, and accommodation for connections of the private owner.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to approve Ordinance No. 24-040.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

b. Legislative Hearing - Ordinance 24-043 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125, Zoning, Article VII, Supplementary Regulations, Division 1 - Generally, Section 125-314 Design Review, to provide for General Design Review updates and allow for architectural Design Standards, which shall be adopted by Resolution; providing for a severability clause, repealing all Ordinances or parts thereof in conflict, and providing an effective date. - FIRST READING.

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 24-043
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 125 – ZONING, ARTICLE VII - SUPPLEMENTARY REGULATIONS, DIVISION 1 – GENERALLY, SECTION 125-314 – DESIGN REVIEW TO PROVIDE FOR GENERAL DESIGN REVIEW UPDATES AND ALLOW FOR ARCHITECTURAL DESIGN STANDARDS WHICH SHALL BE ADOPTED BY RESOLUTION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Staff Presentation:
Kev Freeman, Planning Director, presented the amending of the code of ordinances of chapter 125, zoning, article VII, supplementary regulations, division 1 - generally, section 125-314 design review.

Acting City Manager, Linda Cox explained that the ordinance will be adopted after the second reading.

RECOMMENDATION:
Staff recommend APPROVAL of the proposed amendments to Sec. 125-314 - Design Review Code.

Questions of Staff:
The Commission inquired on the mixing of styles, the design standards for innovative community expansion, specifically the Lincoln Park area, and how this applies to renovated properties.

Mr Freeman commented on the variation of styles, explained the standard for innovative community development, and clarified how this applies to renovations.

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 24-043.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

13. CITY COMMISSION

a. Resolution 24-R57 Adoption of the Fort Pierce Architectural Design Standards

The Resolution was moved to the December 02, 2024 regular meeting.

b. Resolution 24-R58 Certifying General Election Results

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 24-R58
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ACCEPTING THE RETURNS OF THE PRIMARY ELECTION HELD ON NOVEMBER 5, 2024, AS PROVIDED BY THE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 24-R58.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

c. Resolution 24-R59 Continuing the Acting City Manager Designation

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 24-R59
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CONTINUING THE ACTING CITY MANAGER DESIGNATION OF LINDA COX; PROVIDING FOR AN EFFECTIVE DATE.

Acting City Manager, Linda Cox commented on the Resolution and the salary adjustment requested.

The Commission discussed the salary adjustment and requested a specific dollar amount.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to approve Resolution 24-R59.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

14. COMMENTS FROM THE PUBLIC

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Jacque Chester

15. COMMENTS FROM THE CITY MANAGER

a. Reports

Acting City Manager Linda Cox commented on the strategic plan, Mr. Chester, the Indian River mural, legislative hearing, swearing in December 2nd at 4 p.m., and working with Commissioner Jeremiah Johnson.

Records Management Coordinator, Tina Rel – No comments

City Attorney, Sara Hedges - Wished Commissioner Jeremiah Johnson the best.

16. COMMENTS FROM THE COMMISSION

Commissioner Curtis Johnson commented on the legislative delegation, wished the City Happy Holidays, thanked Commissioner Jeremiah for his service, the ability to apply for City Manager and citizens' concerns based on the recent elections.

Ms. Hedges commented that the new system is up and running and the process is being handled by the City Attorney's office.

Commissioner Broderick commented legislative interaction in important and contribution of the FPUA.

Commissioner Gaines commented on the upcoming legislative meetings, election outcomes, and noise in District One, thanked Commissioner Jeremiah for his service, and wished the City Happy Holidays.

Commissioner Jeremiah Johnson commented on the incoming Commissioner James Taylor and his service on the Commission.

Mayor Hudson commented on the Fort Pierce Comprehensive Safety Action Plan, a grant received by the police department.

17. ADJOURNMENT

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

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 pm **11. a.**

Meeting Date: 12/02/2024

Re: 2024 Affordable Housing Advisory Committee Recommendations

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

SUBJECT:

Approval of the Affordable Housing Advisory Committee (AHAC) of the 2024 Program Year's final recommendations as required by the Florida Housing Corporation for Grantees receiving SHIP Funding.

SUMMARY:

The Affordable Housing Advisory Committee has recommended specific actions or initiatives to encourage and promote affordable housing while preserving and maintaining the community and property values within the City of Fort Pierce.

RECOMMENDATION:

The Affordable Housing Advisory Committee (AHAC) along with the Grants Administration Division recommends the approval of the final report for submission to the Florida Housing Coalition, securing the City of Fort Pierce's Annual SHIP allocation.

ALTERNATIVES:

None.

RESPONSIBLE STAFF:

Donnella Clake and the Grants Division Staff.

COORDINATED WITH:

The Affordable Housing Advisory Committee and the Grants Administration Division.

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2023-2024

OTHER INFORMATION:

This is document is the 2024 Annual Report for the Affordable Housing Advisory Committee (AHAC). Enclosed are the final recommendations as required by the Florida Housing Corporation for Grantees receiving SHIP Funding.

Attachments

2024 Affordable Housing Advisory Committee Recommendations - Final Report

24-032 ORD Amendment to 125-243 Innovative Community Development - PB - Muni Code Version

PY 2023 - 2024 Estimated Funding
Memo CAO - 24-414 -11-12-24 with attachment
23968.3.2024 AHAC Report Redline

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/25/2024 12:25 PM
City Manager	Linda Cox	11/25/2024 12:29 PM
Form Started By: Donnella Clarke		Started On: 10/03/2024 02:42 PM
Final Approval Date: 11/25/2024		

2024

THE SUNRISE CITY
FORT PIERCE
Florida

Affordable Housing Advisory Committee
Report of Recommendations

Executive Summary

The William E. Sadowski Affordable Housing Act was signed into law on July 7, 1992, and later incorporated into Chapter 420 of the Florida Statutes. The Sadowski Act created a dedicated revenue source for local governments allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act (the "SHIP Act").

In order to receive funding for affordable housing through the SHIP Program, the City of Fort Pierce submitted an Affordable Housing Incentive Plan (AHIP) on November 7, 2022. The AHIP outlined the recommendations of the Affordable Housing Advisory Committee (AHAC), an advisory board to City Council, regarding the adoption of incentives to encourage the production of affordable housing.

Pursuant to F.S. 420.9076, the Committee is required to "review established policies, procedures, ordinance, land development regulations, and the comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value." The AHAC's approval of its local housing incentive strategy recommendations must be made by affirmative vote of a majority of the membership of the advisory committee taken at a public hearing.

The AHAC is pleased to submit the following 2024 Annual Report.

AHAC membership

Member	Position
Commissioner Arnold Gaines	Locally elected official from the municipality participating in the State Housing Initiatives Partnership Program
KeAndrea Davis	A citizen who resides within the jurisdiction of the local governing body
Leslie Olson	A citizen who resides outside of the jurisdiction of the local governing body
Chad Ingram	A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
William Talley	Banking/Mortgage Industry
Vernea Jones	A citizen who is actively engaged as a real estate professional in connection with affordable housing
Phil Thompson	A citizen who is actively engaged in the residential home building industry in connection with affordable housing
Erin O'Brien	A citizen who is actively engaged in the residential home building industry in connection with affordable housing
Trevor Banks Jr.	A citizen who is actively engaged in the residential home building industry in connection with affordable housing

Activity

This report to the City Commission includes the eleven (11) strategies provided by Florida Housing Finance Corporation. The following recommendations on affordable housing incentives result from the review, consideration, and evaluation of the following strategies provided in the State Housing Initiative Program (SHIP) Statute at Florida Statutes, Sec. 420.9076 (4):

1. The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects.
2. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
3. The allowance of flexibility in densities for affordable housing.
4. The reservation of infrastructure capacity for housing for very-low, low, and moderate-income persons.
5. The allowance of affordable accessory residential units in residential zoning districts.
6. The reduction of parking and setback requirements for affordable housing.
7. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
8. The modification of street requirements for affordable housing.
9. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
10. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
11. The support of development near transportation hubs and major employment centers and mixed-use developments.

The AHAC conducted meetings to review current Affordable Housing Incentives and Policy in the City of Fort Pierce, and to make recommendations for improvement of those incentives and policies where applicable on the following dates:

- January 4, 2024
- February 1, 2024
- March 7, 2024
- April 4, 2024
- May 2, 2024
- June 6, 2024
- August 1, 2024
- October 3, 2024
- December 5, 2024

During the meetings, the AHAC discussed the affordable housing incentive strategies and policies with staff from the City of Fort Pierce's Grants Administration and Planning Departments.

Incentive Strategies and AHAC Recommendations:

The AHAC has reviewed local government plans, policies, and procedures; ordinances; regulations; statutes; and the comprehensive plan, among other documents applicable to affordable housing, for evaluation of their impacts on affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out at Florida Statues, Sec. 420.9076 (4)(a)-(k). Based on this review and evaluation, the AHAC has formulated recommendations to the City Commission that it incorporates into its housing strategy; certain changes designed to encourage production of affordable housing.

The AHAC, from its review, consideration, evaluation, and recommendations, drafts and submits this report to the City Commission and to Florida Housing Finance Corporation, which details the scope of its work and the resulting recommendations.

Upon review and evaluation of the local government documents listed below, in addition to the eleven (11) affordable housing initiatives, the Affordable Housing Advisory Committee (AHAC) has selected five (5) recommendations for the City Commission to review; of which were narrowed to two (2) initiatives that will be incorporated into its affordable housing strategy:

1. **Expedited Process of Approval**
   It was discussed that the city currently offers expedited permitting for affordable housing, but that a definition of "affordable housing" should be adopted in the Code as well as standards for enforcement. There was a consensus recommendation for the city to consider creating an Affordable Housing Navigator to assist builders and developers with the processes, and for expedited Development Review be developed for proposed affordable housing developments.

   Existing Strategy: Expedited Permitting for Affordable Housing is available.
   AHAC Recommendation: Create an Affordable Housing Navigator position, an Expedited Affordable Housing Development Review process, and create and adopt a definition and standards for affordable housing.
   Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

2. **Ongoing Regulatory Review Process**
   The committee discussed a checklist or form for the ongoing review process within the Building Department. The City of Fort Pierce currently doesn't have a form or checklist. It was suggested that we recommend a housing impact statement form to inform the public of the cost of building a home and potential increases.

   Existing Strategy: The City of Fort Pierce currently doesn't have a form or checklist.
   AHAC Recommendation: The City incorporates a housing impact statement form or checklist.
   Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

3. **Fee Waiver for Affordable Housing**
   Our proposal suggests amending the existing policy to provide building permit fee waivers for properties where 100% of units are affordable to individuals making below 80% of Area Median Income (AMI), or for those making below 140% of AMI who qualify as first responders and teachers.

   Rationale for Targeted Criteria:
   Affordable Housing Focus: By waiving building permit fees exclusively for properties offering 100% affordable units, this policy emphasizes the importance of affordable housing within the FPRA boundaries. It serves as a financial incentive for developers and property owners to contribute to the supply of affordable housing options. Affordable housing criteria should reflect HUD standards.

   Supporting First Responders and Teachers:
   Recognizing the significance of first responders and teachers, the proposed amendment extends the building permit fee waivers to individuals making below 140% of AMI who work in these essential professions. This demonstrates our commitment to rewarding their service and addressing their housing needs, particularly in urban areas where costs may be prohibitive.

   Economic Impact:
   While this proposal narrows the scope of beneficiaries, it still contributes to economic growth by encouraging affordable housing development. The benefits of job creation, reduced startup costs, and community development remain integral aspects of the proposal.

   Infrastructure Efficiency:
   The targeted extension aligns with efficient infrastructure usage, particularly in the context of affordable housing development, which is often characteristic of infill projects within FPRA boundaries. This approach promotes sustainable development and a reduction in resource consumption.

   Existing Strategy: None
   AHAC Recommendation: Building permit fees and impact fees be waived for affordable housing.
   Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

4. **Accessory Dwelling Units (ADU)**
   ADU's are a means to increase the number of housing units in an area with primarily single-family homes. This can be an apartment within the primary residence or can be attached or freestanding home on the same lot as a primary residence. When built in neighborhoods near employment, it gives communities easy access to work and reduces transportation costs. Due to the smaller size, the rental of the unit makes it affordable for lower-income residents.

   Due to the affordable housing crisis, the Committee discussed and ultimately recommended the City adopt an Ordinance permitting Accessory Dwelling Units in certain zoning districts

under certain circumstances, pending public engagement and staff analysis. This could allow for infill redevelopment on individual lots and permit a type of grass roots affordable housing in which families in lower income can build generational wealth by building an accessory dwelling unit on their own property, where it can house either semi-independent family members or a separate family unit. Public engagement is recommended ahead of Ordinance development.

Existing Strategy: Currently Not Permitted in any zoning category.
AHAC Recommendation: Adopt an Accessory Dwelling Unit Ordinance
Schedule for Implementation: Staff has collaborated with the Planning Department to update and change zoning to proceed with this initiative. This initiative will be advanced at the August 12th, 2024, Planning Board Meeting.

5. Flexible Lot Configuration

While flexible lot configurations are already permitted through the Planned Development process, another barrier to infill redevelopment is Section 125-70 of the City of Fort Pierce Land Development Regulations, which prohibits the development of vacant lots that do not conform to the applied zoning district's dimensional standards if it was in common ownership at the date of adoption of that Ordinance.

Sec. 125-70. - Nonconforming lots.
If, at the effective date of adoption or amendment of the ordinance from which this chapter is derived, a lot of record exists which could be lawfully used for some purpose and the lot is no longer permissible for any use under the terms of this chapter relating to lot size, and if the entire contiguous land holdings in single ownership have not decreased, other than due to eminent domain proceedings, since the lot became nonconforming, and if the use satisfies other requirements of this chapter, then such lot:

1. If located in an E-1, R-1, R-2, R-3, R-4, R-4A or R-5 district may be used for a single-family dwelling, or a duplex, if approved with a conditional use in the R-3 or R-5 districts or if permitted by right in the R-4 or R-4A districts, but not a mobile home; provided, however, that this section shall not apply to any such lots which immediately adjoin other such lots and which are under common ownership and capable of being replaced so as to create one or more lots which may be used for some purpose after the effective date of adoption or amendment of the ordinance from which this chapter is derived; or

2. If located in a nonresidential district may be used for any use allowed in the district
   The Committee discussed deleting this section could create additional buildable lots on older platted areas of the City, as many of those lots do not conform to the dimensional standards of their subject zoning districts, and it was recommended that the City Commission strike the Section in order to provide more opportunities for the development of affordable homes in close proximity to goods and services.

Existing Strategy: New homes are prohibited on nonconforming lots if currently or previously under common ownership, creating a number of lots that are not available for development in existing neighborhoods.

AHAC Recommendation: Amend Section 125-70, to remove the entire section.

Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

Of the five (5) initiatives listed above the AHAC has narrowed their focus to two (2) strategies for recommendation.

1. **Expedited Process of Approval**
2. **Accessory Dwelling Units (ADU)**

The Affordable Housing Advisory Committee recommends the Accessory Dwelling Units (ADU) initiative for Adoption for the 2024 Report, aligning the efforts of the committee with the City of Fort Pierce's Planning Department's comprehensive plan.

COMPREHENSIVE PLAN

Objectives and Policies within the City's Comprehensive Plan support Affordable Residential Development.

1.1.7. Policy: The City will allow a density bonus of 5 dwelling units per acre above the maximum permitted density for developments located within ¼ mile of a rail station, multimodal transit center, or transit stop.

1.1.8. Policy: The City will allow an additional market rate unit per affordable housing unit, up to a maximum of 40 units. Affordable housing developments must meet the following criteria:

A. Located within ¼ mile of a rail station, multimodal transit center, or transit stop.
B. Meet the definition of affordable housing as defined by the median income of the City of Fort Pierce.
C. Affordable housing developments shall include a variety of housing types.

Notice of the public hearing to adopt the 2024 Report of Recommendations will be published in the St. Lucie News Tribune and will be presented to City Commission.

Supplemental Information:
City of Fort Pierce – Planning Board Meeting August 12th, 2024
City of Fort Pierce – Ordinance No. 24-032

ORDINANCE NO. 24-032

AN ORDINANCE **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 125 – ZONING, ARTICLE V – CONDITIONAL USES, SECTION 125-243 – INNOVATIVE RESIDENTIAL DEVELOPMENTS** TO REVISE THE TITLE TO **INNOVATIVE COMMUNITY DEVELOPMENT**; TO PROVIDE FOR UPDATES TO THE PURPOSE, GENERAL STANDARDS FOR APPROVAL, POTENTIAL USES, MINIMUM LOT SIZE, RESIDENTIAL DENSITIES, DEVELOPMENT STANDARDS, COMMON OPEN SPACE, AND COMPATIBILITY; AND TO INCORPORATE TITLE CHANGE THROUGHOUT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125-243 – Innovative Residential Developments, is amended to read Innovative Community Development; and

WHEREAS, Section 125-243 is further revised to simplify and encourage imaginative and flexible residential and mixed-use development; and

WHEREAS, the proposed code changes were presented to the City of Fort Pierce Affordable Housing Advisory Committee, and at their August 1, 2024, meeting, voted unanimously in support of the code changes; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their August 12, 2024, meeting, voted 6 to 0 to recommend approval of the request.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Chapter 125, Article V Conditional Uses, Sec. 125-243 - Innovative Residential Developments is hereby amended, so the same shall read as follows:

Sec. 125-243. Innovative community ~~residential~~ development.

(a) *Purpose.* Innovative community ~~residential~~ developments are primarily ~~developments which achieve a more~~ creative and imaginative housing, mixed-use and community-oriented development. Innovation is achieved by use of material, solar juxtaposition, clustering, positive environmental impacts, energy efficiency, economic sustainability and by employing methods to achieve distinctiveness and excellence in siting, design, pedestrian accessibility, and landscaping. Reductions in required on-site parking, adoption of reduced and zero setbacks, expedited planning review and reductions in various building siting requirements are used to encourage these developments. ~~environment than normally occurs by use of the clustering technique, by employing various other methods to achieve~~

distinctiveness and excellence in siting, design and/or landscaping. Density bonuses and reductions in various building restrictions are used to encourage these developments.

(b) *General standards for approval.* The city commission shall consider the approve approval of an innovative residential community development only if the commission determines that the development fulfills the purpose of this section and complies with applicable standards referred to in this section and section 125-236, additional zoning ordinance provisions not in conflict with the intent of this section and other city laws.

(c) *Potential uses.* The following uses are allowed in an innovative community residential development if, through conditional use review process, the city commission considers them appropriate for the particular development being proposed and if other applicable standards are satisfied:

(1) Single-family dwellings and townhomes, with or without Accessory Dwelling Units. detached or attached, if each has its own separate lot.

(2) Duplexes, quadraplexes, triplexes, and multifamily housing developments, when permitted in the zone as a semi-restricted use or a conditional use.

(3) Nonresidential uses permitted in the Future Land Use zone as a semi-restricted or conditional use when these uses are not an obstacle to providing will provide a suitable mixed-use living environment for residents of the innovative residential community development.

(4) Meantime Uses permitted in the Future Land Use, including performances, art exhibitions, and hobbyist gatherings, as well as transient commercial opportunities such as markets or food sales that are held a single time or regularly.

(d) *Minimum lot site size.* Minimum lot size and lot area are determined by the maximum density authorized in the comprehensive plan. Innovative residential developments shall be established on parcels of land which are suitable for the proposed development.

(e) *Residential densities.* Maximum dDensities will not exceed the density allocated within the city's comprehensive plan for the underlying Future Land Use. level which the city commission determines is appropriate due to natural features of the area, public facility and service needs and capacities, transportation needs and capacities and compatibility with nearby development. If it determines that density bonuses should be allowed in accordance with the following criteria, the maximum gross density allowed may be up to eight units per acre in an R-3 zone, 12 units per acre in an R-4 zone and 18 units per acre in an R-5 zone. Density bonuses awarded for the following criteria are cumulative:

(1) *Landscaping.* The gross density may be increased up to one unit per acre for

~~landscaping plans which provide for effective use of existing vegetation and/or for approved landscape plans for streetscapes, pedestrian ways, bicycle paths, areas near buildings, open spaces and/or recreation areas. This increased density may only be awarded if the landscaping of the innovative residential development will exceed the requirements in section 125-314 for landscaped area by ten percent, for amount of trees by ten percent and/or in terms of qualitative characteristics of the landscaping.~~

~~(2) *Siting.* The gross density may be increased (up to one-half unit per acre in R-3 and R-4 zones and one unit per acre in an R-5 zone) for creative placement of buildings and/or other facilities in terms of visual focal points, use of existing physical features such as topography, views, sun and wind orientation, the circulation pattern, variation in building setbacks and/or building and facility groupings.~~

~~(3) *Design.* The gross density may be increased (up to one-half unit per acre in R-3 and R-4 zones and one unit per acre in an R-5 zone) for imaginative design features including architectural styles, harmonious use of building materials, varied use of housing types and/or other design elements of the innovative residential development.~~

(f) ~~*Basic use*~~ *Development standards.*

(1) Area, width, depth, yard, and lot coverage requirements for lots in an innovative ~~residential~~ community development shall be determined by the city commission based on, but not limited to, the following considerations:~~on the basis of relevant characteristics of the use, the rest of the innovative residential development and the surrounding area, including those characteristics relating to use compatibility, physical feature constraints and utility and transportation capacities.~~

a. Compatibility with the surrounding development.

b. Constraints of existing physical features.

c. Availability of utilities.

d. Transportation capacity and linkages.

e. Enhanced landscaping, streetscape, open spaces, and recreation areas.

f. Creative site design, such as, but not limited to, visual focal points, variation in building setbacks and use of existing site features.

g. Architectural styles, building materials and variation of building types.

h. Character of the proposed development within the street scene.

i. Economic resilience - Workforce, multi-generational, and affordable housing.

j. Increased storm water percolation, use, cleaning, and/or sequestration.

k. Energy sustainability and cost management.

l. Passive heating and cooling techniques.

m. Proximity to neighbors (light, ventilation, privacy).

n. Building height shall not exceed those building heights of the applicable zoning district. The city commission may further limit heights.

~~(2) No building within the innovative residential development shall be located closer than 15 feet to any street or street right-of-way. No building with residential dwellings shall be closer than 20 feet to any nonaccessory building, except single-family dwellings may be attached or less than 20 feet apart. Additional setback requirements may be imposed by the city commission to provide adequate light, ventilation, privacy and other appropriate features.~~

~~(3) The maximum building height shall not exceed those building heights presented in the applicable zoning district and the city commission may further limit heights.~~

~~(g) *Open spaces.* Innovative residential developments which receive density bonuses in accordance with subsection (e) of this section shall comply with the following provisions:~~

~~(1) In all such innovative residential developments at least 40 percent of the site, exclusive of aquatic areas, shall be devoted to open space. Of this required open space area, no more than 25 percent may be utilized privately by individual owners or users of the innovative residential development. At least 75 percent of the required open space area must be common open space.~~

~~(2) No area may be considered as common open space within an innovative residential development unless it meets the following requirements:~~

~~a. The location, shape, size and character of the common open space is suitable for the development.~~

~~b. The common open space is for amenity or recreational purposes and the uses authorized are appropriate to the scale and character of the development based on consideration of its size, density, expected population, topography and the number and type of dwellings provided.~~

~~c. The common open space will be suitably improved for its intended use, except that common space containing natural features worthy of preservation should be left unimproved. The buildings, structures and improvements to be permitted in the common open space are appropriate to the uses which are authorized for the common open~~

~~space.~~

~~d. No parking facilities will be included in areas designated as common open space unless the parking facilities are intended to provide access to the common open space area and are not intended to meet the ordinance requirements for other uses. No streets will be designated as common open space.~~

~~e. If buildings or structures are to be constructed in the common open space, the developer will provide a bond or other adequate assurances that the buildings and structures will be completed. The planning director shall release the bond or other assurances when the buildings and structures have been completed according to the development plan.~~

(g) *Common open Space.* If buildings or structures are to be constructed in the common open space, the developer will provide a bond or other adequate assurances that the buildings and structures will be completed. The planning director shall release the bond or other assurances when the buildings and structures have been completed according to the development plan.

(h) *Compatibility with adjacent development.* If topographical or other barriers near the of the innovative ~~residential~~ community development do not provide reasonable privacy for existing or potential uses adjacent to the development, the city commission shall require buildings in the innovative ~~residential~~ community development to be set back an adequate distance from the perimeter of the innovative ~~residential~~ community development or require an attractively designed and maintained buffer in the form of vegetation, fencing, walls and/or berms. ~~In no case shall buildings in the innovative residential development be closer than 25 feet to an adjacent lot in an E-1, R-1, R-2, R-3, R-4 or R-5 zone.~~

(i) *Unified control.* All land intended to be included in the innovative ~~residential~~ community development shall be under the legal control of the applicant, whether that applicant be an individual, partnership or corporation or group of individuals, partnerships and/or corporations.

(j) *Maintenance of common areas.* Common open space, streets and any area or facility designated by the city commission as a shared area will comply with the following provisions:

(1) The property will be conveyed under one of the following options:

a. To a public agency which agrees to maintain the property and buildings or structures placed on it; or

b. To an association of owners and/or tenants, created as a nonprofit corporation under the laws of the state, which shall adopt and impose articles of incorporation and bylaws and adopt and impose a

declaration of covenants and restrictions that are acceptable to the city commission as providing for the continuing care of the property.

(2) The property may not be put to a use not specified in the development plans unless the development plans are first amended to permit the use. However, no change of use may be considered as a waiver of any of the covenants limiting the use of the property, and all rights to enforce these covenants against any use permitted are expressly reserved.

(3) If the property is not conveyed to a public agency, the covenants and restrictions that govern the association of owners and/or tenants will at least include the following provisions:

a. Membership must be mandatory for each home buyer or tenant and each successive buyer or tenant.

b. The association must be responsible for liability insurance, local taxes and the maintenance of property.

c. Owners and tenants must pay their pro rata share of the cost.

d. The association must be able to adjust assessments to meet changing needs.

e. The city must be authorized to enforce these and other provisions governing the use, improvement, and maintenance of the property.

(4) If the property is not conveyed to a public agency, then, in addition to those requirements set forth hereinabove, there shall be delivered to the building official at or before the time the first building permit is obtained an instrument in recordable form containing:

a. A legal description of the property upon which the dwelling units are to be constructed;

b. A statement of the total area contained within such description;

c. A statement of the number of existing or proposed units ~~situate~~ located on the subject property;

d. A statement of the number of dwelling units for which the application is made;

e. A restriction prohibiting any further development or construction beyond what is set forth in the instrument.

The building official shall thereafter issue permits in accordance with what is set forth in the aforesaid instrument provided all other requirements of this chapter are met and thereafter no further permits shall be issued for any additional units on the tract described. The instrument shall be recorded to place all persons on notice of its contents and limitations upon further building.

(k) *Utility easements.* Easements necessary for the orderly extension and maintenance of public utilities may be required as a condition of approval.

(l) *Other standards.* All innovative community ~~residential~~ developments will comply with regulations affecting signs referred to in section 125-310, and applicable portions of the city's regulations governing subdivisions. The city commission may also establish additional requirements which it considers necessary to ensure that an innovative ~~residential~~ community development conforms to the intent of this section.

(m) *Special application requirements.* When an application is submitted for conditional use approval of an innovative ~~residential~~ community development, the following items will be submitted in addition to other information submitted in accordance with section 125-236, the city's subdivision regulations or other city laws:

(1) Statements describing in detail the character and intended use of the development.

(2) Material which presents firm evidence of unified control of the entire area within the proposed innovative ~~residential~~ community development, including a certificate of apparent ownership and encumbrance with the opinion of counsel representing the applicant establishing that the applicant has the unrestricted right to impose all of the covenants and conditions upon the land as are contemplated by the provisions of these regulations.

(3) A statement of the applicant's intentions with regard to the future selling or leasing of all or portions of the innovative ~~residential~~ community development, such as land areas and dwelling units.

(4) A statement indicating the justification for any desired density bonuses.

(5) Agreements, provisions, and covenants which govern the use, maintenance, and continued protection of the innovative ~~residential~~ community development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

(6) Additional information needed to demonstrate compliance with the standards in this section and those referred to in section 125-242.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final

passage.

APPROVED AS TO FORM AND
CORRECTNESS:

Sara Hedges, Esq.
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-032 was duly advertised in the St. Lucie News Tribune on Sunday, July 28, 2024, and Sunday, August 18, 2024; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 19, 2024; and was duly introduced, read by title only, and passed on second and final reading September 03, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 3rd of September, 2024.

Linda Hudson
MAYOR COMMISSIONER

ATTEST

CITY CLERK

(CITY SEAL)

SHIP 2023-2024

Local Government	County Total	County Share/ City Share
ALACHUA	3,293,954	1,624,908
Gainesville		1,669,046
BAKER	350,000	350,000
BAY	2,116,373	1,700,717
Panama City		415,656
BRADFORD	350,000	350,000
BREVARD	7,206,932	3,955,164
Cocoa		228,460
Melbourne		998,881
Palm Bay		1,455,800
Titusville		568,627
BROWARD	22,590,588	3,998,536
Coconut Creek		664,163
Coral Springs		1,547,455
Davie		1,226,669
Deerfield Beach		1,003,022
Fort Lauderdale		2,168,696
Hollywood		1,777,879
Lauderhill		858,442
Margate		673,200
Miramar		1,585,859
Pembroke Pines		1,965,381
Plantation		1,079,830
Pompano Beach		1,305,736
Sunrise		1,118,234
Tamarac		833,593
Weston		783,893
CALHOUN	350,000	350,000
CHARLOTTE	2,265,385	2,035,901
Punta Gorda		229,484
CITRUS	1,818,201	1,818,201
CLAY	2,593,331	2,593,331
COLLIER	4,486,496	4,265,312
Naples		221,184
COLUMBIA	819,405	819,405
DE SOTO	409,546	409,546
DIXIE	350,000	350,000
DUVAL	11,865,266	11,865,266
ESCAMBIA	3,785,872	3,156,660
Pensacola		629,212
FLAGLER	1,438,115	320,700
Palm Coast		1,117,415

Local Government	County Total	County Share/ City Share
FRANKLIN	350,000	350,000
GADSDEN	513,826	513,826
GILCHRIST	350,000	350,000
GLADES	350,000	350,000
GULF	350,000	350,000
HAMILTON	350,000	350,000
HARDEE	350,000	350,000
HENDRY	461,686	461,686
HERNANDO	2,287,752	2,287,752
HIGHLANDS	1,184,677	1,184,677
HILLSBOROUGH	17,455,296	12,845,352
Tampa		4,609,944
HOLMES	350,000	350,000
INDIAN RIVER	1,892,707	1,892,707
JACKSON	573,519	573,519
JEFFERSON	350,000	350,000
LAFAYETTE	350,000	350,000
LAKE	4,635,509	4,635,509
LEE	9,196,970	5,702,121
Cape Coral		2,385,694
Fort Myers		1,109,155
LEON	3,435,561	1,135,109
Tallahassee		2,300,452
LEVY	513,826	513,826
LIBERTY	350,000	350,000
MADISON	350,000	350,000
MANATEE	4,836,808	4,183,839
Bradenton		652,969
MARION	4,508,863	3,761,744
Ocala		747,119
MARTIN	1,862,934	1,862,934
MIAMI-DADE	20,220,734	13,280,978
Hialeah		1,674,277
Miami		3,366,752
Miami Beach		612,688
Miami Gardens		843,205
North Miami		442,834
MONROE	968,564	968,564
NASSAU	1,095,210	1,095,210
OKALOOSA	2,481,498	1,922,913
Crestview		316,887
Fort Walton Beach		241,698

Local Government	County Total	County Share/ City Share
OKEECHOBEE	454,280	454,280
ORANGE	16,985,745	13,294,743
Orlando		3,691,002
OSCEOLA	4,888,948	3,237,950
Kissimmee		945,523
St. Cloud		705,475
PALM BEACH	17,432,930	12,494,181
Boca Raton		1,143,600
Boynton Beach		937,892
Delray Beach		770,536
Wellington		709,520
West Palm Beach		1,377,201
PASCO	6,804,480	6,804,480
PINELLAS	11,149,829	5,790,106
Clearwater		1,365,854
Largo		965,575
St. Petersburg		3,028,294
POLK	8,846,658	6,851,737
Lakeland		1,381,848
Winter Haven		613,073
PUTNAM	856,731	856,731
ST. JOHNS	3,413,194	3,413,194
ST. LUCIE	4,024,351	892,601
Fort Pierce		549,324
Port St. Lucie		2,582,426
SANTA ROSA	2,265,385	2,265,385
SARASOTA	5,194,527	4,545,731
Sarasota		648,796
SEMINOLE	5,544,839	5,544,839
SUMTER	1,609,495	1,609,495
SUWANNEE	513,826	513,826
TAYLOR	350,000	350,000
UNION	350,000	350,000
VOLUSIA	6,566,001	4,576,503
Daytona Beach		889,693
Deltona		1,099,805
WAKULLA	409,546	409,546
WALTON	923,831	923,831
WASHINGTON	350,000	350,000
TOTAL	247,000,000	247,000,000
DR Holdback		5,000,000
Total appropriation		**252,000,000**

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	DONNELLA CLARKE, GRANTS ADMINISTRATION MANAGER, FINANCE DEPARTMENT, GRANTS ADMINISTRATION DIVISION
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW AFFORDABLE HOUSING ADVISORY COMMITTEE REPORT OF RECOMMENDATIONS
CAO RLS FILE:	24-414
DATE:	NOVEMBER 12, 2024

This Request for Legal Services (RLS) asks the City Attorney's Office to review the Affordable Housing Advisory Committee Report of Recommendations prior to final approval by the Committee and presentation to the City Commission.

I reviewed the Report and have attached a marked up copy with my questions, comments, and recommended changes (both substantive and cosmetic). I emailed my Track Changes version to you last week and have uploaded it to AgendaQuick for completeness.

Please note that this Office is relying on the Department to ensure that the facts contained in the Report are correct. To that end, this Office *did not review the Report for factual accuracy*.

If anything further is needed, please let us know.

/ahd

2024

THE SUNRISE CITY
FORT PIERCE
Florida

Affordable Housing Advisory Committee
Report of Recommendations

Executive Summary

The William E. Sadowski Affordable Housing Act was signed into law on July 7, 1992, and later incorporated into Chapter 420 of the Florida Statutes. The Sadowski Act created a dedicated revenue source for local governments allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act (the "SHIP Act").

In order to receive funding for affordable housing through the SHIP Program, the City of Fort Pierce submitted an Affordable Housing Incentive Plan (AHIP) on November 7, 2022. The AHIP outlined the recommendations of the Affordable Housing Advisory Committee (AHAC), an advisory board to City Council, regarding the adoption of incentives to encourage the production of affordable housing.

Pursuant to F.S. 420.9076, the Committee is required to "review the established policies and~~,~~ procedures, ordinances, land development regulations, and adopted local government ~~the~~ comprehensive plan of the appointing local government and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value." The AHAC's approval of its local housing incentive strategy recommendations must be made by affirmative vote of a majority of the membership of the advisory committee taken at a public hearing.

The AHAC is pleased to submit the following 2024 Annual Report.

AHAC membership

Member	Position
Commissioner Arnold Gaines	Locally elected official from the municipality participating in the State Housing Initiatives Partnership Program
KeAndrea Davis	A citizen who resides within the jurisdiction of the local governing body
Leslie Olson	A citizen who resides outside of the jurisdiction of the local governing body
Chad Ingram	A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
William Talley	Banking/Mortgage Industry
Vernea Jones	A citizen who is actively engaged as a real estate professional in connection with affordable housing
Phil Thompson	A citizen who is actively engaged in the residential home building industry in connection with affordable housing
Erin O'Brien	A citizen who is actively engaged in the residential home building industry in connection with affordable housing
Trevor Banks Jr.	A citizen who is actively engaged in the residential home building industry in connection with affordable housing

Commented [AD1]: Is he a citizen actively engaged in the banking or mortgage banking industry in connection n with affordable housing? If yes, please use the statutory language to clarify and ensure that you have representatives from the requisite six categories on this Committee.

Activity

This report to the City Commission includes the eleven (11) strategies provided by Florida Housing Finance Corporation. The following recommendations on affordable housing incentives result from the review, consideration, and evaluation of the following strategies provided in the State Housing Initiative Program (SHIP) Statute at Florida Statutes, Sec. 420.9076 (4):

1. The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects.
2. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
3. The allowance of flexibility in densities for affordable housing.
4. The reservation of infrastructure capacity for housing for very-low, low, and moderate-income persons.
5. The allowance of affordable accessory residential units in residential zoning districts.
6. The reduction of parking and setback requirements for affordable housing.
7. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
8. The modification of street requirements for affordable housing.
9. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
10. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
11. The support of development near transportation hubs and major employment centers and mixed-use developments.

Commented [AD2]: This language is not in the statute. The statute reads: "All allowable fee waivers provided for the development or construction of affordable housing." Suggest revising to use the statutory language if possible – if it is not possible for this year, suggest revising for next year's report.

The AHAC conducted meetings to review current Affordable Housing Incentives and Policy in the City of Fort Pierce, and to make recommendations for improvement of those incentives and policies where applicable on the following dates:

- January 4, 2024
- February 1, 2024
- March 7, 2024
- April 4, 2024
- May 2, 2024
- June 6, 2024
- August 1, 2024
- October 3, 2024
- December 5, 2024

Commented [AD3]: According to the City Website, there was no meeting on January 4, 2024. Please confirm that the meeting occurred, or delete this date for accuracy.

During the meetings, the AHAC discussed the affordable housing incentive strategies and policies with staff from the City of Fort Pierce's Grants Administration and Planning Departments.

Incentive Strategies and AHAC Recommendations:

The AHAC has reviewed local government plans, policies, and procedures; ordinances; regulations; statutes; and the comprehensive plan, among other documents applicable to affordable housing, for evaluation of their impacts on affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out at Florida ~~Statues~~Statutes, ~~Sec.~~Section 420.9076-(4)(a)-(k). Based on this review and evaluation, the AHAC has formulated recommendations to the City Commission that it incorporates into its housing strategy; certain changes designed to encourage production of affordable housing.

Commented [AD4]: I am not sure what this sentence is trying to say.

The AHAC, from its review, consideration, evaluation, and recommendations, drafts and submits this report to the City Commission and to Florida Housing Finance Corporation, which details the scope of its work and the resulting recommendations.

Upon review and evaluation of the local government documents listed below, in addition to the eleven (11) affordable housing initiatives, the Affordable Housing Advisory Committee (AHAC) has selected five (5) recommendations for the City Commission to review; of which were narrowed to two (2) initiatives that will be incorporated into its affordable housing strategy:

1. **Expedited Process of Approval**
   It was discussed that the city currently offers expedited permitting for affordable housing, but that a definition of "affordable housing" should be adopted in the Code as well as standards for enforcement. There was a consensus recommendation for the city to consider creating an Affordable Housing Navigator to assist builders and developers with the processes, and for expedited Development Review be developed for proposed affordable housing developments.

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   Existing Strategy: Expedited Permitting for Affordable Housing is available.
   AHAC Recommendation: Create an Affordable Housing Navigator position, an Expedited Affordable Housing Development Review process, and create and adopt a definition and standards for affordable housing.
   Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

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2. **Ongoing Regulatory Review Process**
   The committee discussed a checklist or form for the ongoing review process within the Building Department. The City of Fort Pierce currently doesn't have a form or checklist. It was suggested that we recommend a housing impact statement form to inform the public of the cost of building a home and potential increases.

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3. **Fee Waiver for Affordable Housing**

Our proposal suggests amending the existing policy to provide building permit fee waivers for properties where 100% of units are affordable to individuals making below 80% of Area Median Income (AMI), or for those making below 140% of AMI who qualify as first responders and teachers.

Rationale for Targeted Criteria:

Affordable Housing Focus: By waiving building permit fees exclusively for properties offering 100% affordable units, this policy emphasizes the importance of affordable housing within the FPRA boundaries. It serves as a financial incentive for developers and property owners to contribute to the supply of affordable housing options. Affordable housing criteria should reflect HUD standards.

Supporting First Responders and Teachers:

Recognizing the significance of first responders and teachers, the proposed amendment extends the building permit fee waivers to individuals making below 140% of AMI who work in these essential professions. This demonstrates our commitment to rewarding their service and addressing their housing needs, particularly in urban areas where costs may be prohibitive.

Economic Impact:

While this proposal narrows the scope of beneficiaries, it still contributes to economic growth by encouraging affordable housing development. The benefits of job creation, reduced startup costs, and community development remain integral aspects of the proposal.

Infrastructure Efficiency:

The targeted extension aligns with efficient infrastructure usage, particularly in the context of affordable housing development, which is often characteristic of infill projects within FPRA boundaries. This approach promotes sustainable development and a reduction in resource consumption.

Existing Strategy: None
AHAC Recommendation: Building permit fees and impact fees be waived for affordable housing.
Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

4. **Accessory Dwelling Units (ADU)**

ADU's are a means to increase the number of housing units in an area with primarily single-family homes. This can be an apartment within the primary residence or can be attached or freestanding home on the same lot as a primary residence. When built in neighborhoods near employment, it gives communities easy access to work and reduces transportation costs. Due to the smaller size, the rental of the unit makes it affordable for lower-income residents.

Due to the affordable housing crisis, the Committee discussed and ultimately recommended the City adopt an Ordinance permitting Accessory Dwelling Units in certain zoning districts

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under certain circumstances, pending public engagement and staff analysis. This could allow for infill redevelopment on individual lots and permit a type of grass roots affordable housing in which families in lower income can build generational wealth by building an accessory dwelling unit on their own property, where it can house either semi-independent family members or a separate family unit. Public engagement is recommended ahead of Ordinance development.

Existing Strategy: Currently Not Permitted in any zoning category.
AHAC Recommendation: Adopt an Accessory Dwelling Unit Ordinance
Schedule for Implementation: Staff has collaborated with the Planning Department to update and change zoning to proceed with this initiative. This initiative will be advanced at the August 12th, 2024, Planning Board Meeting.

Commented [AD5]: Check tense – future tense or past tense?

5. **Flexible Lot Configuration**
While flexible lot configurations are already permitted through the Planned Development process, another barrier to infill redevelopment is Section 125-70 of the City of Fort Pierce Land Development Regulations, which prohibits the development of vacant lots that do not conform to the applied zoning district's dimensional standards if it was in common ownership at the date of adoption of that Ordinance.

> **Sec. 125-70. - Nonconforming lots.**
> If, at the effective date of adoption or amendment of the ordinance from which this chapter is derived, a lot of record exists which could be lawfully used for some purpose and the lot is no longer permissible for any use under the terms of this chapter relating to lot size, and if the entire contiguous land holdings in single ownership have not decreased, other than due to eminent domain proceedings, since the lot became nonconforming, and if the use satisfies other requirements of this chapter, then such lot:
>
> ~~1.~~ (1) If located in an E-1, R-1, R-2, R-3, R-4, R-4A or R-5 district may be used for a single-family dwelling, or a duplex, if approved with a conditional use in the R-3 or R-5 districts or if permitted by right in the R-4 or R-4A districts, but not a mobile home; provided, however, that this section shall not apply to any such lots which immediately adjoin other such lots and which are under common ownership and capable of being replaced so as to create one or more lots which may be used for some purpose after the effective date of adoption or amendment of the ordinance from which this chapter is derived; or
>
> (2) If located in a nonresidential district may be used for any use allowed in the district.
> ~~2.~~

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The Committee discussed that deleting this section could create additional buildable lots on older platted areas of the City, as many of those lots do not conform to the dimensional standards of their subject zoning districts, and it was recommended that the City Commission

strike the Section in order to provide more opportunities for the development of affordable homes in close proximity to goods and services.

Existing Strategy: New homes are prohibited on nonconforming lots if currently or previously under common ownership, creating a number of lots that are not available for development in existing neighborhoods.
AHAC Recommendation: Amend Section 125-70, to remove the entire section.
Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

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Of the five (5) initiatives listed above the AHAC has narrowed their focus to two (2) strategies for recommendation.

1. **Expedited Process of Approval**
2. **Accessory Dwelling Units (ADU)**

The Affordable Housing Advisory Committee recommends the Accessory Dwelling Units (ADU) initiative for Adoption for the 2024 Report, aligning the efforts of the committee with the City of Fort Pierce's Planning Department's comprehensive plan.

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COMPREHENSIVE PLAN

Objectives and Policies within the City's Comprehensive Plan support Affordable Residential Development.

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1.1.7. Policy: The City will allow a density bonus of 5 dwelling units per acre above the maximum permitted density for developments located within ¼ mile of a rail station, multimodal transit center, or transit stop.
1.1.8. Policy: The City will allow an additional market rate unit per affordable housing unit, up to a maximum of 40 units. Affordable housing developments must meet the following criteria:

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A. Located within ¼ mile of a rail station, multimodal transit center, or transit stop.
B. Meet the definition of affordable housing as defined by the median income of the City of Fort Pierce.
C. Affordable housing developments shall include a variety of housing types.

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Notice of the public hearing to adopt the 2024 Report of Recommendations will be published in the St. Lucie News Tribune and will be presented to City Commission.

Supplemental Information:
City of Fort Pierce – Planning Board Meeting August 12th, 2024
City of Fort Pierce – Ordinance No. 24-032

2024

THE SUNRISE CITY
FORT PIERCE
Florida

Affordable Housing Advisory Committee
Report of Recommendations

Executive Summary

The William E. Sadowski Affordable Housing Act was signed into law on July 7, 1992, and later incorporated into Chapter 420 of the Florida Statutes. The Sadowski Act created a dedicated revenue source for local governments allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act (the "SHIP Act").

In order to receive funding for affordable housing through the SHIP Program, the City of Fort Pierce submitted an Affordable Housing Incentive Plan (AHIP) on November 7, 2022. The AHIP outlined the recommendations of the Affordable Housing Advisory Committee (AHAC), an advisory board to City Council, regarding the adoption of incentives to encourage the production of affordable housing.

Pursuant to F.S. 420.9076, the Committee is required to "review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan of the appointing local government and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value." The AHAC's approval of its local housing incentive strategy recommendations must be made by affirmative vote of a majority of the membership of the advisory committee taken at a public hearing.

The AHAC is pleased to submit the following 2024 Annual Report.

AHAC membership

Member	Position
Commissioner Arnold Gaines	Locally elected official from the municipality participating in the State Housing Initiatives Partnership Program
KeAndrea Davis	A citizen who resides within the jurisdiction of the local governing body
Leslie Olson	A citizen who resides outside of the jurisdiction of the local governing body
Chad Ingram	A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
William Talley	Banking/Mortgage Industry
Vernea Jones	A citizen who is actively engaged as a real estate professional in connection with affordable housing
Phil Thompson	A citizen who is actively engaged in the residential home building industry in connection with affordable housing
Erin O'Brien	A citizen who is actively engaged in the residential home building industry in connection with affordable housing
Trevor Banks Jr.	A citizen who is actively engaged in the residential home building industry in connection with affordable housing

Activity

This report to the City Commission includes the eleven (11) strategies provided by Florida Housing Finance Corporation. The following recommendations on affordable housing incentives result from the review, consideration, and evaluation of the following strategies provided in the State Housing Initiative Program (SHIP) Statute at Florida Statutes, Sec. 420.9076 (4):

1. The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects.
2. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
3. The allowance of flexibility in densities for affordable housing.
4. The reservation of infrastructure capacity for housing for very-low, low, and moderate-income persons.
5. The allowance of affordable accessory residential units in residential zoning districts.
6. The reduction of parking and setback requirements for affordable housing.
7. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
8. The modification of street requirements for affordable housing.
9. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
10. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
11. The support of development near transportation hubs and major employment centers and mixed-use developments.

The AHAC conducted meetings to review current Affordable Housing Incentives and Policy in the City of Fort Pierce, and to make recommendations for improvement of those incentives and policies where applicable on the following dates:

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During the meetings, the AHAC discussed the affordable housing incentive strategies and policies with staff from the City of Fort Pierce's Grants Administration and Planning Departments.

Incentive Strategies and AHAC Recommendations:

The AHAC has reviewed local government plans, policies, and procedures; ordinances; regulations; statutes; and the comprehensive plan, among other documents applicable to affordable housing, for evaluation of their impacts on affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out at Florida Statutes, Section 420.9076(4)(a)-(k). Based on this review and evaluation, the AHAC has formulated recommendations to the City Commission that it incorporates into its housing strategy; certain changes designed to encourage production of affordable housing.

The AHAC, from its review, consideration, evaluation, and recommendations, drafts and submits this report to the City Commission and to Florida Housing Finance Corporation, which details the scope of its work and the resulting recommendations.

Upon review and evaluation of the local government documents listed below, in addition to the eleven (11) affordable housing initiatives, the Affordable Housing Advisory Committee (AHAC) has selected five (5) recommendations for the City Commission to review; of which were narrowed to two (2) initiatives that will be incorporated into its affordable housing strategy:

1. **Expedited Process of Approval**
   It was discussed that the city currently offers expedited permitting for affordable housing, but that a definition of "affordable housing" should be adopted in the Code as well as standards for enforcement. There was a consensus recommendation for the city to consider creating an Affordable Housing Navigator to assist builders and developers with the processes, and for expedited Development Review be developed for proposed affordable housing developments.

   Existing Strategy: Expedited Permitting for Affordable Housing is available.
   AHAC Recommendation: Create an Affordable Housing Navigator position, an Expedited Affordable Housing Development Review process, and create and adopt a definition and standards for affordable housing.
   Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

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   The committee discussed a checklist or form for the ongoing review process within the Building Department. The City of Fort Pierce currently doesn't have a form or checklist. It was suggested that we recommend a housing impact statement form to inform the public of the cost of building a home and potential increases.

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   AHAC Recommendation: The City incorporate a housing impact statement form or checklist.
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Our proposal suggests amending the existing policy to provide building permit fee waivers for properties where 100% of units are affordable to individuals making below 80% of Area Median Income (AMI), or for those making below 140% of AMI who qualify as first responders and teachers.

Rationale for Targeted Criteria:

Affordable Housing Focus: By waiving building permit fees exclusively for properties offering 100% affordable units, this policy emphasizes the importance of affordable housing within the FPRA boundaries. It serves as a financial incentive for developers and property owners to contribute to the supply of affordable housing options. Affordable housing criteria should reflect HUD standards.

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Economic Impact:

While this proposal narrows the scope of beneficiaries, it still contributes to economic growth by encouraging affordable housing development. The benefits of job creation, reduced startup costs, and community development remain integral aspects of the proposal.

Infrastructure Efficiency:

The targeted extension aligns with efficient infrastructure usage, particularly in the context of affordable housing development, which is often characteristic of infill projects within FPRA boundaries. This approach promotes sustainable development and a reduction in resource consumption.

Existing Strategy: None

AHAC Recommendation: Building permit fees and impact fees be waived for affordable housing.

Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

4. **Accessory Dwelling Units (ADU)**

ADU's are a means to increase the number of housing units in an area with primarily single-family homes. This can be an apartment within the primary residence or can be attached or freestanding home on the same lot as a primary residence. When built in neighborhoods near employment, it gives communities easy access to work and reduces transportation costs. Due to the smaller size, the rental of the unit makes it affordable for lower-income residents.

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> (1) If located in an E-1, R-1, R-2, R-3, R-4, R-4A or R-5 district may be used for a single-family dwelling, or a duplex, if approved with a conditional use in the R-3 or R-5 districts or if permitted by right in the R-4 or R-4A districts, but not a mobile home; provided, however, that this section shall not apply to any such lots which immediately adjoin other such lots and which are under common ownership and capable of being replaced so as to create one or more lots which may be used for some purpose after the effective date of adoption or amendment of the ordinance from which this chapter is derived; or
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> (2) If located in a nonresidential district may be used for any use allowed in the district.

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A. Located within ¼ mile of a rail station, multimodal transit center, or transit stop.
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Supplemental Information:
City of Fort Pierce – Planning Board Meeting August 12th, 2024
City of Fort Pierce – Ordinance No. 24-032

City Commission Regular Meeting - 5:05 pm **11. b.**

Meeting Date: 12/02/2024

Re: Approval of Agreement for Special Magistrate Services with Jamy Barreau - RFP No. 2024-028

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

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SUBJECT:

Approval of Agreement for Special Magistrate Services with Jamy Barreau - RFP No. 2024-028

SUMMARY:

- RFP No. 2024-028 for Code Enforcement Special Magistrate was advertised on 4/19/2024 and 4/26/2024 and closed on 6/618/2024.
- Three bids were submitted, with one bid being voluntarily withdrawn prior to the evaluation committee reviewing the submittal.
- The Committee recommended awarding the agreement to Mr. Jamy Barreau, Esq. for a term of one (1) year with two (2) renewal options of one (1) year each at a rate of $190 per hour.

RECOMMENDATION:

Staff recommends approving the agreement as presented.

ALTERNATIVES:

Deny the agreement as presented.
Amend the agreement.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Community Response Director

COORDINATED WITH:

Purchasing Department
City Attorney's Office

Fiscal Impact

Budgeted Y/N: Yes

Fiscal Year: FY2025

OTHER INFORMATION:

Agreement is for $190 per hour.

Attachments

Bid Tabulation Memo

Recommendation to Award Form 9.3.24
E-Committee - Evaluation Matrices
RFP No. 2024-028 Code Enforcement Special Magistrate
Contract for Execution
Memo from City Attorney's Office

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	11/19/2024 01:13 PM

Form Started By: Peggy Arraiz
Started On: 11/19/2024 09:02 AM
Final Approval Date: 11/19/2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Peggy Arraiz, Director of Community Response**

FROM: **Madison White, Purchasing Agent - Temp** *Madison White*

THROUGH: **Gelencia Carter, Purchasing Manager** GC

SUBJECT: **RFP No. 2024-028 – Code Enforcement Special Magistrate**

DATE: **June 20, 2024**

On October 18, 2023, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on April 19 and 26, 2024, with a scheduled opening at 3:00 PM on June 18, 2024. Attached is the tabulation sheet for the above referenced proposal. A copy of each submittal received will be sent via email. The file is available for review in the Purchasing Division.

The invitation was sent to 225 vendors. Three (3) vendors requested specifications with three (3) responding (100.00%) 0 "No Bid" (100.00% total response).

Staff evaluated the submittals. Attached is a **Proposer's Checklist** which indicates the submittal requirements and item(s) missing information from each of the respondents' submittals.

The next step in this process is the Evaluation Phase. The purpose of this phase is to determine whether the proposals received are responsive to RFP requirements, ranked, and determine a recommendation to award. This phase consists of identifying an Evaluation Committee, meetings, and ranking of the proposals.

On **June 13, 2024,** the members of the Evaluation Committee were identified via email as well as scheduling of the initial meeting. During this phase you will be acting as team leader and a representative from the Purchasing Division will serve as the Committee Liaison and **must** be present for any meetings.

During the initial meeting, the following roles are suggested to be assigned, if applicable to the project scope of work and necessary to determine an awardee:

1. **Team Leader**: Sets up team, coordinates strategies, sets timetables, assigns roles along with the Project Manager.
2. **Project Manager**: Person or representative responsible for leading the entire project through initiation, planning, execution, control, and completion; representative from department involved in service.
3. **Financial Analyst**: Price and Cost Analyst to compare proposals and check financial data.
4. **Technical Advisor(s)**: References, licensing, background checks, local preference, etc.
5. **Committee Member**: Evaluates the solicitation and will cast a vote.

Copies of the proposals and supporting documentation will be emailed to you and those carbon copied on this memo. Once the Evaluation Committee members have been established, they will be provided copies of each submittal.

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **August 18, 2024**, which is the expiration date of the proposal and responses.

/mw

Attachments: **Bid Tabulation**
Proposers Checklist

cc: Johnna Morris, Director of Finance

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**CODE ENFORCEMENT SPECIAL MAGISTRATE**
RFP NUMBER:	**2024-028**
DATE:	**6/18/2024**
RECOMMENDED AWARD:	**Pending**

RESPONSE
3 of 3 = 100.00%
0 "No Bids"
Total = 100.00 %

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

PROPOSERS
Robert C. Arnold *West Palm Beach, FL*
Jamy Barreau *Port St. Lucie, FL*
Jennifer D. Peshke, Esq. *Vero Beach, FL*

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

Award Authority: _____ **City Commission** _____ **City Manager** _____ **Purchasing Manager**

_____ **Director of Finance** _____ **Planning Board** _____ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From:

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
EVALUATION MATRIX

Evaluator Name:	Elizabeth Beck

Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*
Overall Professional Experience	10	30
Areas of Expertise	15	25
Prior Special Magistrate or Municipal Legal Experience	5	15
Florida Bar Membership / Disciplinary History	15	15
Proposed Fees for Service	15	0
TOTAL	60	85

NOTES	
Jamy Barreau	Jennifer D. Peshke
Overall Professional Experience	
Areas of Expertise	
Prior Special Magistrate or Municipal Legal Experience	
Florida Bar Membership / Disciplinary History	
Proposed Fees for Service	

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
INTERVIEWS/PRESENTATIONS
EVALUATION MATRIX

8/27/2024

Evaluator Name: Isaac Saucedo

Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*
Overall Professional Experience	20	30
Areas of Expertise	20	25
Prior Special Magistrate or Municipal Legal Experience	10	15
Florida Bar Membership / Disciplinary History	15	15
Proposed Fees for Service	15	10
TOTAL	80	95

NOTES	
Jamy Barreau	Jennifer D. Peshke
Overall Professional Experience	
- Good presentation; Extreamly organized - very well presented and Mannetism	
Areas of Expertise	
- Probate - realtor	- 20 years Experience - has code Enforcement Experience * Fami with 162 - handhaw Experience, Real Estate Law, liens Reduction cases.
Prior Special Magistrate or Municipal Legal Experience	
- N/A	
Florida Bar Membership / Disciplinary History	
Proposed Fees for Service	
$ 140	$ 195

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
INTERVIEWS/PRESENTATIONS
EVALUATION MATRIX

8/27/2024

Evaluator Name: Janey Vanderhorst

	Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*
30	Overall Professional Experience	30	30
25	Areas of Expertise	15	25
15	Prior Special Magistrate or Municipal Legal Experience	0	15
15	Florida Bar Membership / Disciplinary History	15	15
15	Proposed Fees for Service	15	5
	TOTAL	75	90

NOTES	
Jamy Barreau	Jennifer D. Peshke
Overall Professional Experience	
Areas of Expertise	
Prior Special Magistrate or Municipal Legal Experience	
No Prior Magistrate experience	
Florida Bar Membership / Disciplinary History	
Proposed Fees for Service	

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
INTERVIEWS/PRESENTATIONS
EVALUATION MATRIX

8/27/2024

Evaluator Name: Katherine Calderon

	Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*
30	Overall Professional Experience	30	30
25	Areas of Expertise	20	25
15	Prior Special Magistrate or Municipal Legal Experience	0	15
15	Florida Bar Membership / Disciplinary History	15	15
15	Proposed Fees for Service	15	15
	TOTAL	80	100

NOTES	
Jamy Barreau	Jennifer D. Peshke
Overall Professional Experience	
Areas of Expertise	
Prior Special Magistrate or Municipal Legal Experience	
NO Prior experience	
Florida Bar Membership / Disciplinary History	
NONE	NONE
Proposed Fees for Service	
$140	$195 Non negotiable

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
INTERVIEWS/PRESENTATIONS
EVALUATION MATRIX

8/27/2024

Evaluator Name: Marivel Lunca

Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*
Overall Professional Experience	20	30
Areas of Expertise	20	20
Prior Special Magistrate or Municipal Legal Experience	0	15
Florida Bar Membership / Disciplinary History	15	15
Proposed Fees for Service	15	15
TOTAL	70	95

NOTES	
Jamy Barreau	Jennifer D. Peshke
Overall Professional Experience	
Very professional,	Professional.
Areas of Expertise	
will + trust, his area of expirtyes - Lots of research	is a special magistrate. real estate.
Prior Special Magistrate or Municipal Legal Experience	
None.	Prior Spec.
Florida Bar Membership / Disciplinary History	
Florida Bar member.	Florida member.
Proposed Fees for Service	
$140	$195

M.M. ARRAIZ

8/27/2024

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
INTERVIEWS/PRESENTATIONS
EVALUATION MATRIX

Evaluator Name:

	Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*
30	Overall Professional Experience	20	25
25	Areas of Expertise	5	10
15	Prior Special Magistrate or Municipal Legal Experience	0	15
15	Florida Bar Membership / Disciplinary History	15	15
15	Proposed Fees for Service	15	10
	TOTAL	55	75

NOTES	
Jamy Barreau	Jennifer D. Peshke
Overall Professional Experience	
Areas of Expertise	
Prior Special Magistrate or Municipal Legal Experience	
NO SM OR CEB EXPERIENCE	
Florida Bar Membership / Disciplinary History	
Proposed Fees for Service	

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
INTERVIEWS/PRESENTATIONS
EVALUATION MATRIX

8/27/2024

Evaluator Name: Shawn Coss

Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*	
Overall Professional Experience	~~40~~ 10	~~20~~ 20	30 Max
Areas of Expertise	15	25	25 Max
Prior Special Magistrate or Municipal Legal Experience	$0	15	15 Max
Florida Bar Membership / Disciplinary History	15	15	15 Max
Proposed Fees for Service	15	10	15 Max
TOTAL	~~60~~ ~~60~~ 55	~~85~~ 85	

NOTES	
Jamy Barreau	**Jennifer D. Peshke**
Overall Professional Experience	
Started practicing 2017 Integrity first.	
Areas of Expertise	
Needs of Community/Property rights Not experienced w/ FBC/flood other than assisting clients after ~~storms~~ storms. Often to research	Land Use, real estate, contractor licensing complaints. General building code exp. exp w/ variances
Prior Special Magistrate or Municipal Legal Experience	
Not recently involved w/ F.S. 162. NO Spec exp. Ruling based on facts Has exp in ~~foreclosure~~ - related to municipal but not	Serves as Sm in Indian River Shores, Village of St. Lucie Board Counsel to the Code Board
Florida Bar Membership / Disciplinary History	
	Licensed in 2005.
Proposed Fees for Service	
$140/hr, Flexible Schedule	$195/hr inclusive of travel cost Clarified - not charging for travel

CITY OF FORT PIERCE
FLORIDA

REQUEST FOR PROPOSAL (RFP)

CODE ENFORCMENT SPECIAL MAGISTRATE

RFP NO. 2024-028

CITY OF FORT PIERCE
PURCHASING DIVISION, ROOM 101
100 NORTH U.S. #1
FORT PIERCE, FL 34950

EXECUTIVE SUMMARY

The City of Fort Pierce (the "City") solicits proposals from qualified Florida Bar licensed attorneys and retired judges (hereinafter "Special Magistrate") to provide Special Magistrate services in conducting compliance and review hearings as assigned by the City Commission in accordance with the terms, conditions, and specifications contained in this Request for Proposal. The Magistrate must achieve the requirements of the Scope of Work stated herein.

In order to be considered, the Special Magistrate must provide evidence that he or she (1) is a resident of the State of Florida; (2) is a retired Florida Judge or an attorney whose membership with the Florida Bar is in good standing and has at least 7 years' experience; and (3) possess experience and expertise in at least one of the following disciplines and working familiarity with the others: land use matters, local government law, Americans with Disabilities and Fair Housing Act Law, real estate law, administrative law, and the Florida Building Code.

DESCRIPTION OF SERVICES TO BE PROVIDED

Special Magistrate services shall be provided by an attorney and member of the Florida Bar or retired Judge, who shall be appointed by the City Commission to preside over code compliance and Florida Building Code matters and who may be discharged by the City Commission at its discretion, with or without cause. The Special Magistrate shall have the jurisdiction and authority to hear and to decide alleged violations and exercise the powers as provided in F.S., Ch.162 and the City's Code of Ordinances Chapter 1. Division 2 – Special Magistrate.

The City does not warrant that the Special Magistrate will be scheduled to serve any particular number of days or hear a specific number of cases. However, in some instances, a Special Magistrate may be scheduled to hear exceptional cases on one full day or during consecutive days. In these extraordinary instances, the Special Magistrate may request additional time to complete his or her findings.

The City shall provide the hearing rooms for all Special Magistrate hearings and shall be responsible for the costs of recording all hearings before the Special Magistrate. The City will provide the Special Magistrate with sufficient forms for the completion of his or her findings of fact and conclusions of law for each hearing. All clerical expenses incurred by the Special Magistrate in the performance of this Agreement shall be borne by the City.

INTENT

It is the intent of the City to procure two (2) or more Special Magistrate to provide legal services to the City in hearing matters related to provisions of the Cod of Ordinances and Florida Building Code, except as may otherwise be specifically provided therein. The Special Magistrate shall adhere to the highest standards of integrity, impartiality, and competence.

CONTRACT TERM

Each Special Magistrate shall serve a term of one (1) year. Special Magistrates may be appointed for two (2) additional one (1) year terms. Special Magistrates are subject to removal, with or without cause, from their positions at any time by the City Commission, in its sole discretion

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SECTION I

STATEMENT OF WORK

1. RFP OPENING DATE

Proposals are due on or before **3:00 PM, TUESDAY, JUNE 18, 2024.**

2. SCOPE OF WORK

The Magistrate:

- Shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interest and collusion.
- May undertake concurrent employment, where permissible, but shall not represent a person or entity before the City Commission or any City Board, including but not limited to a person subject to a Special Magistrate Hearing in any year during which he or she serves as a Special Magistrate.
- Shall ensure that, if awarded a position as Special Magistrate, no person under his or her employ exercises any functions or responsibilities on behalf of the City or has any personal financial interest, directly or indirectly, with the City, except as fully disclosed and approved by the City.
- Shall accurately and completely preserve all testimony and include findings of facts and conclusions of law.
- Shall conduct code compliance hearings.
- Shall prepare, in writing, his or her findings of fact and conclusions of law using the forms approved by the City. To the extent reasonably practicable, the Special Magistrate will render his or her findings within seventy-two (72) hours, but in no event, more than seven (7) business days after the hearing.
- Understands and agrees to abide by any and all services conducted under this Agreement.

3. INSTRUCTIONS FOR PREPARING PROPOSAL

Response Format

To facilitate and expedite review, the City asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the City's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

TAB 1 – Cover Letter

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of the firm that can legally bind the company and provide his/her title, address, phone number, and email address. Provide a positive commitment to perform the required scope of services. Respondent should also provide the primary contact person for this solicitation

including his/her title, phone number, and email address. A table of contents should follow the cover letter.

TAB 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

TAB 3 – Experience and Expertise

Respondents should include:

- A brief description of your firm's organization, structure, and philosophy.
- Firm's years of experience.
- Knowledge of and compliance with applicable federal, state and local laws pertaining to this solicitation.

TAB 4 – Proposer's Questionnaire – See Exhibit A

TAB 5 – Schedule of Availability

Respondent shall explain their availability to perform the required services and willingness to travel to City of Fort Pierce to conduct hearings at least once per month and more often as requested by the City, and any schedule limitations that would impact their availability.

TAB 6 – References

Provide a list of references for which similar services has been performed shall be included and the list shall include all similar contracts performed by the Respondent within the past five years. References should include the following information:

- Client name, address **AND** phone, numbers, and e-mail addresses;
- Description of all services provided;
- Performance period; and
- Total contract value.

The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 7 – Cost

Provide hourly rate on the *Proposal Price Sheet* attached hereto as Exhibit "B". Hourly rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, legal research, copies, etc**. No additional reimbursement expenses allowed.**

SECTION II

INSTRUCTIONS TO PROPOSERS

1. SUBMISSIONS OF PROPOSALS

Electronic format only

1.1 Options for Electronic Submissions
Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

1.2 Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (Bid Postings • Bid (cityoffortpierce.com).

1.3 Any proposals received after the designated time and date listed above will be returned unopened.

1.4 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-439 (2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

2. INSURANCE REQUIREMENTS

Proposers shall provide with their submittal proof of current malpractice insurance. No other insurance requirements are needed to fulfill the scope of services of this request for proposal.

3. QUESTIONS/CLARIFICATIONS

3.1 All inquiries will be in a written format and addressed to City of Fort Pierce Director of Community Response with a copy to the Purchasing Manager:

TO	**COPY**
Peggy Arraiz	**Gelencia Carter**
Director of Community Response	Purchasing Manager
City of Fort Pierce	City of Fort Pierce
P.O. Box 1480	P.O. Box 1480
Fort Pierce, FL 34954	Fort Pierce, FL 34954
parraiz@cityoffortpierce.com	purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than: **5:00 PM, Monday, June 10, 2024.**

3.3 The City prohibits communications initiated by a Proposer to any City Official or employee **(including but not limited to the Mayor and other members of City Commission),** prior to the time an award decision has been made.

4. RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The

proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP. Proposers must submit **one original and one digital copy** of the Proposer's Questionnaire completed in its entirety.

5. EVALUATION METHOD AND CRITERIA

A. GENERAL

The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each proposer, including stockholders and principals, before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The City's decisions will be final.

B. EVALUATION CRITERIA

Proposals will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the proposal itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

The City's evaluation will include, but not limited to, consideration of the following:

Scoring/Evaluation Criteria For Acceptance of Submittals	Possible Points
A. Overall Professional Experience-	**30**
Retired Judge —30 points	
Attorney with 10+ years' experience —20 points	
Attorney with <10 years' experience –10 points	
B. Areas of Expertise	**25**
Local Government Law — 5 points	
Landing Use Law — 5 points	
Building Code/ADA/FHA Law — 5 points	
Real Estate Law — 5 points	
Administrative Law — 5 points	
C. Prior Special Magistrate or Municipal Legal Experience	**15**
D. Florida Bar Membership / Disciplinary History	**15**
Membership in good standing – no disciplinary history – 15 points	
Membership in good standing – discipline history over 10 years ago — 10 points	
Membership in good standing – disciplinary history less than 10 years ago — 5 points	
E. Proposed Fees for Service	**15**
Total Project Score	**100**

C. PROPOSAL EVALUATION:

The City will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The City will not consider non-responsive proposals. A nonresponsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the City. The City reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals.

6. DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

7. TIMETABLES

The Commission and the proposers shall adhere to the following schedule in all actions concerning this RFP.

A. From opening time, the Commission and City staff will review and evaluate the proposals on a timely basis.

B. The Commission may enter into a contract after conducting negotiations and obtaining appropriate approvals. The City may notify unsuccessful proposers at this time.

8. DELAYS

The City may delay scheduled due dates if it is to the advantage of the City. The City will notify proposers of all changes in scheduled due dates by written addenda.

9. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non- discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

SECTION III

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSALS

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO RESPONSE

If not submitting a bid, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail, and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 8. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Division. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City Purchasing Division. Proposers who obtain Proposal Documents from other sources must officially register with the City Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Offer to Purchase/Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer’s facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. PUBLIC RECORDS

Sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

33. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

34. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

35. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION IV

REQUIRED FORMS

The forms listed in this section are to be complete and submitted with your proposal.

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**RFP No: 2024-028**
Mandatory Site-Visit: **N/A**	**RFP Title: CODE ENFORCEMENT SPECIAL MAGISTRATE**
Mandatory Site-Visit Location: **N/A**	**Proposal/Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Proposal Due Date & Time **3:00 PM, TUESDAY, JUNE 18, 2024**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Proposer Name: _____ **Mailing Address:** _____ _____	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, After Receipt Order
Phone Number:	Payment Terms:
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
:

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Are all of the Required forms complete and included?		
Did you include proof of your current malpractice insurance?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization and tabs are correct (see **Instructions for Preparing Proposal**, **item3, page 1**)?		
Did you complete and include in your submissions, items **Exhibits A and B?**		
Are you in compliance with the page limitations?		
Electronic Submission: Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information?		

PLEASE SIGN AND RETURN WITH PROPOSAL: _____

EXHIBITS

PROPOSER'S QUESTIONNAIRE

EXHIBIT A

RFP NO. 2024-028

CODE ENFORCEMENT SPECIAL MAGISTRATE

It is understood and agreed that the following information is to be used by the City of Fort Pierce to determine the qualifications of Proposers to perform the work required. **The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.**

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Magistrate, surety, bank material or equipment manufacturer, or distributor, or any person, firm, or corporation to furnish the City of Fort Pierce any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2024.

_____
Name of Organization/Proposer

By: _____

Name: _____

Home Address: _____

Business/Employer Name: _____

Business/Employer Address: _____

Home/Cell Phone: _____ Business Phone:_____

Email Address: _____

Please provide two (2) references who can attest to your professional experience as outlined in the Questionnaire.	
Name:	Contact Info:
Name:	Contact Info:
The final fee for legal services will be determined by the City. If you have a minimum fee that you are willing to accept, please provide that information:	

Are you a member of the Florida Bar in good standing?			
Florida Bar #:		Date Entered:	
Have you ever been disbarred, suspended, expelled, or received any other disciplinary action from the Florida Bar?			
If yes, please explain:			
Have you ever served as a Judge?			
In what state:		How many years:	
Have you ever served as a Special Magistrate?			
What jurisdiction:		How many years:	
Have you ever been dismissed, either with or without cause, from an appointed position or law firm?			
If yes, please explain:			
Are you a member of, appointed to or affiliated with any organization that may possibly be a conflict of interest or provide the appearance of a conflict of interest that may affect your ability to conduct fair and impartial compliance hearings?			
If yes, please explain:			

Areas of Experience	Yes	No	# of Years
Local Government Law			
Land Use Law			
Building Code			
Americans with Disabilities / Fair Housing Act			
Real Estate Law			
Administrative Law			

If you wish to provide additional information, please attach it as a separate page.

PUBLIC RECORDS NOTICE

Applicants are hereby placed on notice that all information submitted as part of or in support of their application for Special Magistrate will be available for public inspection, in accordance with Chapter 119, Florida Statutes at the time the City posts notice of its decision or intended decision regarding recommended aware of this Request for Proposals or thirty (30) days after the opening of the Request for Proposals, whichever is earlier.

In the event the applicant believes that any information contained in their application for Special Magistrate should be considered confidential and is exempt from the public records, the applicant must complete the following.

Applicant's failure to provide the City with a detailed explanation and justification, including statutory cites and specific reference to the information claimed to be exempt from public records exemption, may result in the entire application for Special Magistrate being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

_____ Yes, I am claiming exemption from the disclosure requirements of Chapter 119 of the Florida Statutes.

_____ No, I do not claim exemption from the disclosure requirements of Chapter 119 of the Florida Statutes.

Please provide the specific exemption being claimed: _____

CERTIFICATION

I hereby certify that the above answers and any document furnished by me are true and correct. I also certify that I have read and understand the entire content of this application package and accept all terms, conditions, and provisions therein. I hereby authorize the City to obtain information from other sources to verify any item in this application. If selected, I pledge to follow all legal requirements and mandates in fulfilling my duties as a Special Magistrate.

_____ _____

Signature Date

PROPOSAL PRICE SHEET

Respondent shall serve as Code Enforcement Special Magistrate in accordance with Exhibit A, Scope of Services at the rate(s) below.

BILLABLE RATE		
Special Magistrate	$	HOURLY

The hourly rate is fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, legal research, copies, etc. No additional reimbursement expenses shall be billed.

Company: _____

Address: _____

City, State, Zip code:_____

Phone Number: _____ Email:_____

Authorized Signature:_____

Printed Name: _____

Title: _____ Date:_____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

October 24, 2024

Email: jbarreau62@gmail.com

Jamy Barreau
1269 SW San Esteban Ave
Port St. Lucie, FL 34953
Attn: Jamy Barreau, Attorney at Law

SUBJECT: Notice of Award
RFP No. 2024-028 – Code Enforcement, Special Magistrate

Dear Mr. Barreau,

We are pleased to inform you that your firm has been selected to provide professional services as Special Magistrate for the City of Fort Pierce. To proceed, please ensure that you complete the specified conditions within the designated timeframe. Once these are fulfilled, we will move forward with executing and delivering the Agreement.

Please take the following actions:

1. Execute and notarize the Notice of Award

2. Execute the Agreement

3. Complete of required form Affidavit Regarding the Use Coercion for Labor or Services

4. **Return documents enclosed within ten (10) days after receipt, via email to:**

Email:
Gelencia Carter, Purchasing Manager
gcarter@cityoffortpierce.com

Carbon Copy:
purchasing@cityoffortpierce.com

The contract documents must be signed by one of the officers registered with the State of Florida or provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents, to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 10/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
JAMY BARREAU

BY: Jamy Barreau

Managing Attorney, Barreau Legal, PLLC
Title

10/27/2024
Date

NOTARIZATION

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 27th day of October 2024,

by Jamy Barreau (**Officer of Firm**), Managing Attorney (**Title**), of

Barreau Legal, PLLC (**Name of Firm**) a Florida (**State**) corporation, on behalf of the corporation.

He/She is personally known to me or has produced FLDL as identification.

Notary Public - Darrall D. Lucas

My commission expires: 03/20/2027

/gc

Notary Public State of Florida
Darrall D. Lucas
My Commission HH 376512
Expires 3/20/2027

AGREEMENT FOR SPECIAL MAGISTRATE SERVICES

THIS AGREEMENT FOR SPECIAL MAGISTRATE SERVICES ("Agreement") is made and entered into this 27th day of October, 2024, by and between the City of Fort Pierce, Florida, a Florida municipal corporation ("City") and Jamy Barreau ("Barreau").

WHEREAS, Chapter 162, Florida Statutes, provides that municipalities may contract with special magistrates as an alternative method of hearing code enforcement cases; and

WHEREAS, the special magistrate position is established in the City pursuant to section 1-44 of the City's Code of Ordinances and further defined at section 1-43 of the City's Code of Ordinances ("Code"); and

WHEREAS, pursuant to Request for Proposals (RFP) No. 2024-028, the City solicited proposals from individuals to provide special magistrate services; and

WHEREAS, the City wishes to contract for the non-exclusive special magistrate services described in RFP No. 2024-028 with no less than two qualified individuals; and

WHEREAS, Barreau submitted a qualified response to RFP No. 2024-028 and is qualified under the applicable Florida Statutes and Code provisions to serve as special magistrate for the City; and

WHEREAS, Barreau is willing and able to render professional services as a special magistrate for the City pursuant to the terms of this Agreement and the terms, conditions, and provisions of RFP No. 2024-028 for the compensation set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained in herein, the City and Barreau, agree as follows:

1. Barreau warrants that he/she:

   (i) is a resident of the State of Florida;

   (ii) is an attorney with at least seven years' experience whose membership with the Florida Bar is in good standing or is a retired Florida judge; and

   (iii) has no existing client relationship which would pose a conflict of interest to his/her service as a special magistrate for the City.

2. Barreau agrees to perform the duties assigned to him/her as special magistrate including the adjudication of assigned cases that are within the jurisdiction of the City of Fort Pierce special magistrate. The City shall provide Barreau with reasonable notice of any special magistrate proceeding.

3. Barreau warrants that he/she has read the City of Fort Pierce Special Magistrate Rules of Procedure ("Rules") and agrees to abide by the Rules and to conduct all special magistrate proceedings in accordance with the Rules.

5. Barreau agrees to adhere to the highest standards of integrity, impartiality, and competence.

6. Barreau agrees to refrain from discussing the merits of any pending case with any person outside of the public proceeding wherein the case is scheduled to be heard.

7. Barreau understands Florida Statutes section 112.3143 and agrees that if recusal is warranted under that section, he/she will publicly state the grounds for recusal and, within 15 days thereafter, will submit to the City Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers.

8. In the event a conflict of interest arises between Barreau as special magistrate and any Respondent, Barreau shall immediately advise the City and shall recuse him/herself and take no further action in the case.

9. Barreau agrees that in addition to stating findings of fact and conclusions of law at the conclusion of each case, Barreau will issue a written order in each case affording the proper relief consistent with the powers granted to the special magistrate by State law and the Code. Unless otherwise agreed by the parties, Orders shall be drafted by the Special Magistrate Clerk for review and execution by Barreau as special magistrate. The City shall be responsible for service of orders upon the applicable parties and recording of orders where appropriate.

10. Barreau is an independent contractor and is not an employee or agent of the City. None of the provisions of this Agreement are intended to create, nor shall anything in this Agreement be deemed or construed to create any relationship other than that of independent contractor between the City and Barreau.

11. City agrees to compensate Barreau for special magistrate services at the rate of $190.00 per hour. Any task taking less than 15 minutes completed outside of the special magistrate proceeding that is germane to the proceeding, including, but not limited to, the signing of orders, shall be considered part of the proceeding and shall not be separately compensated. For purposes of this subsection, "proceeding" shall mean all cases brought before the special magistrate for a hearing at the same time on the same date. No compensation shall be paid for travel time to or from City Hall.

12. Barreau agrees to provide City with an invoice at the end of each proceeding outlining the services provided and time billed as special magistrate under the conditions set out in this Agreement. Barreau's invoices shall be on the form provided by the Department and submitted to the Department Clerk. The City shall pay Barreau pursuant to the Florida Local Government Prompt Payment Act, Florida Statutes sections 218.70 *et seq.*

13. The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with two (2) renewal options of one (1) year each.

14. This Agreement may be terminated at any time by the City, without cause, by providing seven (7) calendar days' written notice to Barreau. The Agreement may be terminated by Barreau upon thirty (30) calendar days' written notice to the City. Barreau agrees that they may be removed

from the position of special magistrate with or without cause at any time by the City Commission in its sole discretion.

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

16. Barreau agrees that the services provided in this Agreement are personal in nature and may not be assigned or transferred to any other party without the prior written consent of the City.

17. The City is a public entity entitled to sovereign immunity pursuant to Florida law. Nothing in this agreement shall be considered a waiver of the City's sovereign immunity provided by Florida Statutes section §768.28 or an increase as to the limits therein.

18. **Public Records:**

(i) City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Barreau shall comply with all public records laws and specifically:

a. Keep and maintain public records required by City to perform the service.

b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Barreau does not transfer the records to City.

d. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Barreau or keep and maintain public records required by City to perform the service. If Barreau transfers all public records to City upon completion of the Agreement, Barreau shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Barreau keeps and maintains public records upon completion of the Agreement, Barreau shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

(ii) IF BARREAU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BARREAU'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, LCOX@CITYOFFORTPIERCE.COM, 100 NORTH U.S. 1, FORT PIERCE, FL 34950.

19. **Scrutinized Companies:** Barreau, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

(i) Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

(ii) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

b. Is engaged in business operations in Syria.

20. Barreau shall, at its own expense, maintain malpractice insurance throughout the term of this Agreement, with insurers acceptable to the City.

21. **E-Verify.** All requirements of Section 448.095, Florida Statutes, shall be complied with by Barreau. In accordance with, Section 448.095, Florida Statutes, Barreau shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Barreau enters into a contract with a subcontractor performing work or providing services on its behalf, Barreau shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Transparent Information Services shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this

contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Barreau is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

22. **Interpretation; Controlling Law; Venue**: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County.

23. **Dispute Resolution; Waiver Of Jury Trial**. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

24. **Notices**. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: City Manager
100 N. US Highway 1
Fort Pierce, FL 34950

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

BARREAU
Jamy Barreau
1269 SW San Esteban Ave.
Port St. Lucie, FL 34953

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.

Should a party have a change of address, the party shall immediately notify the other party in writing of such change.

25. The parties agree that the terms, conditions, and provisions of RFP No. 2024-028 are incorporated by reference and made part of this Agreement as if fully set forth herein.

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

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

ATTEST:

By: _____
Linda Cox, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

_____
Jamy Barreau

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Barreau Legal, PLLC

Authorized Representative's Name and Title: Jamy Barreau, Managing Attorney

Address: 1860 SW Fountainview Blvd. Ste 100

City: Port St. Lucie State: FL Zip Code: 34986

Phone Number: 772-236-5207 Email Address: jamy@blegalfl.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Jamy Barreau, Managing Attorney 10/27/2024

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization

this 27th day of October, 2024 by Jamy Barreau, who is

☐ personally known or
☑ produced identification (ID produced: FLDL).

Notary Public Signature: Darrall D. Lucas (Seal)

Print Name: Darrall D. Lucas My Commission Expires: 03/20/2027

Notary Public State of Florida
Darrall D. Lucas
My Commission HH 376612
Expires 3/20/2027

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	PEGGY ARRAIZ, CODE COMPLIANCE MANAGER, CODE ENFORCEMENT
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	AGREEMENTS APPOINTING SPECIAL MAGISTRATES JAMY BARREAU AND JENNIFER PESHKE PURSUANT TO RFP 2024-028
CAO RLS FILE:	24-357 (BARREAU) 24-366 (PESHKE)
DATE:	OCTOBER 3, 2024

I have reviewed the above Requests for Legal Services (RLS) which ask the City Attorney's Office to approve Resolutions appointing Jamy Barreau and Jennifer Peshke as special magistrates pursuant to RFP 2024-028.

This Office determined that it would be more appropriate for the City to enter into an Agreement with each special magistrate.

An Agreement for Special Magistrate Services was drafted by this Office and reviewed and approved by both the Building Department and the Code Compliance Department. I have uploaded the Template for future use.

The Agreement for Special Magistrate Barreau was uploaded to RLS 24-357, and the Agreement for Special Magistrate Peshke was uploaded to RLS 24-366. The terms of the Agreements are identical.

Because these agreements emanated from an RFP, you must consult with the Purchasing Department to ensure that all City procedures have been followed. Once that is done, you will need to place these Agreements on a City Commission Agenda.

If you have any questions as to how to proceed, please do not hesitate to contact this office.

/ahd

City Commission Regular Meeting - 5:05 pm **11. (**

Meeting Date: 12/02/2024

Re: Approval of Agreement for Special Magistrate Services with Jennifer D. Peshke - No. 2024-028

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

---

SUBJECT:

Approval of Agreement for Special Magistrate Services with Jennifer D. Peshke - RFP No. 2024-02

SUMMARY:

- RFP No. 2024-028 for Code Enforcement Special Magistrate was advertised on 4/19/2024 ar 4/26/2024 and was closed on 6/618/2024.
- Three bids were submitted, with one bid being voluntarily withdrawn prior to the evaluation committee reviewing the submittal.
- The Committee recommended awarding the agreement to Ms. Jennifer D. Peshke, P.A. for a term of one (1) year with two (2) renewal options of one (1) year each at a rate of $190 per hour.

RECOMMENDATION:

Staff recommends approving the agreement as presented.

ALTERNATIVES:

Deny the agreement as presented.
Amend the agreement.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Community Response Director

COORDINATED WITH:

Purchasing Department
City Attorney's Office

Fiscal Impact

Budgeted Y/N: Yes

Fiscal Year: FY2025

OTHER INFORMATION:

Rate of $190 per hour.

Attachments

Bid Tabulation Memo

Recommendation to Award Form 9.3.24

c.

RFP

28

nd

E-Committee - Evaluation Matrices
RFP No. 2024-028 Code Enforcement Special Magistrate
Contract for Execution
Memo from City Attorney's Office

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	11/19/2024 11:06 AM
City Manager	Linda Cox	11/19/2024 01:14 PM

Form Started By: Peggy Arraiz
Started On: 11/19/2024 10:59 AM
Final Approval Date: 11/19/2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Peggy Arraiz, Director of Community Response**

FROM: **Madison White, Purchasing Agent - Temp** *Madison White*

THROUGH: **Gelencia Carter, Purchasing Manager** GC

SUBJECT: **RFP No. 2024-028 – Code Enforcement Special Magistrate**

DATE: **June 20, 2024**

On October 18, 2023, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on April 19 and 26, 2024, with a scheduled opening at 3:00 PM on June 18, 2024. Attached is the tabulation sheet for the above referenced proposal. A copy of each submittal received will be sent via email. The file is available for review in the Purchasing Division.

The invitation was sent to 225 vendors. Three (3) vendors requested specifications with three (3) responding (100.00%) 0 "No Bid" (100.00% total response).

Staff evaluated the submittals. Attached is a **Proposer's Checklist** which indicates the submittal requirements and item(s) missing information from each of the respondents' submittals.

The next step in this process is the Evaluation Phase. The purpose of this phase is to determine whether the proposals received are responsive to RFP requirements, ranked, and determine a recommendation to award. This phase consists of identifying an Evaluation Committee, meetings, and ranking of the proposals.

On **June 13, 2024,** the members of the Evaluation Committee were identified via email as well as scheduling of the initial meeting. During this phase you will be acting as team leader and a representative from the Purchasing Division will serve as the Committee Liaison and **must** be present for any meetings.

During the initial meeting, the following roles are suggested to be assigned, if applicable to the project scope of work and necessary to determine an awardee:

1. **Team Leader**: Sets up team, coordinates strategies, sets timetables, assigns roles along with the Project Manager.
2. **Project Manager**: Person or representative responsible for leading the entire project through initiation, planning, execution, control, and completion; representative from department involved in service.
3. **Financial Analyst**: Price and Cost Analyst to compare proposals and check financial data.
4. **Technical Advisor(s)**: References, licensing, background checks, local preference, etc.
5. **Committee Member**: Evaluates the solicitation and will cast a vote.

Copies of the proposals and supporting documentation will be emailed to you and those carbon copied on this memo. Once the Evaluation Committee members have been established, they will be provided copies of each submittal.

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **August 18, 2024**, which is the expiration date of the proposal and responses.

/mw

Attachments: **Bid Tabulation**
Proposers Checklist

cc: Johnna Morris, Director of Finance

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**CODE ENFORCEMENT SPECIAL MAGISTRATE**
RFP NUMBER:	**2024-028**
DATE:	**6/18/2024**
RECOMMENDED AWARD:	**Pending**

RESPONSE
3 of 3 = 100.00%
0 "No Bids"
Total = 100.00 %

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

PROPOSERS
Robert C. Arnold *West Palm Beach, FL*
Jamy Barreau *Port St. Lucie, FL*
Jennifer D. Peshke, Esq. *Vero Beach, FL*

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

Award Authority: _____ **City Commission** _____ **City Manager** _____ **Purchasing Manager**

_____ **Director of Finance** _____ **Planning Board** _____ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From:

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
EVALUATION MATRIX

Evaluator Name:	Elizabeth Beck

Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*
Overall Professional Experience	10	30
Areas of Expertise	15	25
Prior Special Magistrate or Municipal Legal Experience	5	15
Florida Bar Membership / Disciplinary History	15	15
Proposed Fees for Service	15	0
TOTAL	60	85

NOTES	
Jamy Barreau	Jennifer D. Peshke
Overall Professional Experience	
Areas of Expertise	
Prior Special Magistrate or Municipal Legal Experience	
Florida Bar Membership / Disciplinary History	
Proposed Fees for Service	

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
INTERVIEWS/PRESENTATIONS
EVALUATION MATRIX

8/27/2024

Evaluator Name: Isaac Saucedo

Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*
Overall Professional Experience	20	30
Areas of Expertise	20	25
Prior Special Magistrate or Municipal Legal Experience	10	15
Florida Bar Membership / Disciplinary History	15	15
Proposed Fees for Service	15	10
TOTAL	80	95

NOTES	
Jamy Barreau	Jennifer D. Peshke
Overall Professional Experience	
- Good presentation; Extreamly organized - very well presented and Mannetism	
Areas of Expertise	
- Probate - realtor	- 20 years Experience - has code Enforcement Experience * Fami with 162 - handhaw Experience, Real Estate Law, liens Reduction cases.
Prior Special Magistrate or Municipal Legal Experience	
- N/A	
Florida Bar Membership / Disciplinary History	
Proposed Fees for Service	
$ 140	$ 195

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
INTERVIEWS/PRESENTATIONS
EVALUATION MATRIX

8/27/2024

Evaluator Name: Janey Vanderhorst

	Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*
30	Overall Professional Experience	30	30
25	Areas of Expertise	15	25
15	Prior Special Magistrate or Municipal Legal Experience	0	15
15	Florida Bar Membership / Disciplinary History	15	15
15	Proposed Fees for Service	15	5
	TOTAL	75	90

NOTES	
Jamy Barreau	Jennifer D. Peshke
Overall Professional Experience	
Areas of Expertise	
Prior Special Magistrate or Municipal Legal Experience	
No Prior Magistrate experience	
Florida Bar Membership / Disciplinary History	
Proposed Fees for Service	

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
INTERVIEWS/PRESENTATIONS
EVALUATION MATRIX

8/27/2024

Evaluator Name: Katherine Calderon

	Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*
30	Overall Professional Experience	30	30
25	Areas of Expertise	20	25
15	Prior Special Magistrate or Municipal Legal Experience	0	15
15	Florida Bar Membership / Disciplinary History	15	15
15	Proposed Fees for Service	15	15
	TOTAL	80	100

NOTES	
Jamy Barreau	Jennifer D. Peshke
Overall Professional Experience	
Areas of Expertise	
Prior Special Magistrate or Municipal Legal Experience	
NO Prior experience	
Florida Bar Membership / Disciplinary History	
NONE	NONE
Proposed Fees for Service	
$140	$195 Non negotiable

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
INTERVIEWS/PRESENTATIONS
EVALUATION MATRIX

8/27/2024

Evaluator Name: Marivel Lunca

Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*
Overall Professional Experience	20	30
Areas of Expertise	20	20
Prior Special Magistrate or Municipal Legal Experience	0	15
Florida Bar Membership / Disciplinary History	15	15
Proposed Fees for Service	15	15
TOTAL	70	95

NOTES	
Jamy Barreau	Jennifer D. Peshke
Overall Professional Experience	
Very professional,	Professional.
Areas of Expertise	
will + trust, his area of expirtyes - Lots of research	is a special magistrate. real estate.
Prior Special Magistrate or Municipal Legal Experience	
None.	Prior Spec.
Florida Bar Membership / Disciplinary History	
Florida Bar member.	Florida member.
Proposed Fees for Service	
$140	$195

M.M. ARRAIZ

8/27/2024

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
INTERVIEWS/PRESENTATIONS
EVALUATION MATRIX

Evaluator Name:

	Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*
30	Overall Professional Experience	20	25
25	Areas of Expertise	5	10
15	Prior Special Magistrate or Municipal Legal Experience	0	15
15	Florida Bar Membership / Disciplinary History	15	15
15	Proposed Fees for Service	15	10
	TOTAL	55	75

NOTES	
Jamy Barreau	Jennifer D. Peshke
Overall Professional Experience	
Areas of Expertise	
Prior Special Magistrate or Municipal Legal Experience	
NO SM OR CEB EXPERIENCE	
Florida Bar Membership / Disciplinary History	
Proposed Fees for Service	

RFP NO. 2024-028
CODE ENFORCEMENT SPECIAL MAGISTRATE
INTERVIEWS/PRESENTATIONS
EVALUATION MATRIX

8/27/2024

Evaluator Name: Shawn Coss

Criteria	Jamy Barreau *(Port St. Lucie, FL)*	Jennifer Peshke *(Vero Beach, FL)*	
Overall Professional Experience	~~40~~ 10	~~20~~ 20	30 Max
Areas of Expertise	15	25	25 Max
Prior Special Magistrate or Municipal Legal Experience	$0	15	15 Max
Florida Bar Membership / Disciplinary History	15	15	15 Max
Proposed Fees for Service	15	10	15 Max
TOTAL	~~60~~ ~~60~~ 55	~~85~~ 85	

NOTES	
Jamy Barreau	**Jennifer D. Peshke**
Overall Professional Experience	
Started practicing 2017 Integrity first.	
Areas of Expertise	
Needs of Community/Property rights Not experienced w/ FBC/flood other than assisting clients after ~~storms~~ storms. Often to research	Land Use, real estate, contractor licensing complaints. General building code exp. exp w/ variances
Prior Special Magistrate or Municipal Legal Experience	
Not recently involved w/ F.S. 162. NO Spec exp. Ruling based on facts Has exp in ~~foreclosure~~ - related to municipal but not	Serves as Sm in Indian River Shores, Village of St. Lucie Board Counsel to the Code Board
Florida Bar Membership / Disciplinary History	
	Licensed in 2005.
Proposed Fees for Service	
$140/hr, Flexible Schedule	$195/hr inclusive of travel cost Clarified - not charging for travel

CITY OF FORT PIERCE
FLORIDA

REQUEST FOR PROPOSAL (RFP)

CODE ENFORCMENT SPECIAL MAGISTRATE

RFP NO. 2024-028

CITY OF FORT PIERCE
PURCHASING DIVISION, ROOM 101
100 NORTH U.S. #1
FORT PIERCE, FL 34950

EXECUTIVE SUMMARY

The City of Fort Pierce (the "City") solicits proposals from qualified Florida Bar licensed attorneys and retired judges (hereinafter "Special Magistrate") to provide Special Magistrate services in conducting compliance and review hearings as assigned by the City Commission in accordance with the terms, conditions, and specifications contained in this Request for Proposal. The Magistrate must achieve the requirements of the Scope of Work stated herein.

In order to be considered, the Special Magistrate must provide evidence that he or she (1) is a resident of the State of Florida; (2) is a retired Florida Judge or an attorney whose membership with the Florida Bar is in good standing and has at least 7 years' experience; and (3) possess experience and expertise in at least one of the following disciplines and working familiarity with the others: land use matters, local government law, Americans with Disabilities and Fair Housing Act Law, real estate law, administrative law, and the Florida Building Code.

DESCRIPTION OF SERVICES TO BE PROVIDED

Special Magistrate services shall be provided by an attorney and member of the Florida Bar or retired Judge, who shall be appointed by the City Commission to preside over code compliance and Florida Building Code matters and who may be discharged by the City Commission at its discretion, with or without cause. The Special Magistrate shall have the jurisdiction and authority to hear and to decide alleged violations and exercise the powers as provided in F.S., Ch.162 and the City's Code of Ordinances Chapter 1. Division 2 – Special Magistrate.

The City does not warrant that the Special Magistrate will be scheduled to serve any particular number of days or hear a specific number of cases. However, in some instances, a Special Magistrate may be scheduled to hear exceptional cases on one full day or during consecutive days. In these extraordinary instances, the Special Magistrate may request additional time to complete his or her findings.

The City shall provide the hearing rooms for all Special Magistrate hearings and shall be responsible for the costs of recording all hearings before the Special Magistrate. The City will provide the Special Magistrate with sufficient forms for the completion of his or her findings of fact and conclusions of law for each hearing. All clerical expenses incurred by the Special Magistrate in the performance of this Agreement shall be borne by the City.

INTENT

It is the intent of the City to procure two (2) or more Special Magistrate to provide legal services to the City in hearing matters related to provisions of the Cod of Ordinances and Florida Building Code, except as may otherwise be specifically provided therein. The Special Magistrate shall adhere to the highest standards of integrity, impartiality, and competence.

CONTRACT TERM

Each Special Magistrate shall serve a term of one (1) year. Special Magistrates may be appointed for two (2) additional one (1) year terms. Special Magistrates are subject to removal, with or without cause, from their positions at any time by the City Commission, in its sole discretion

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SECTION I

STATEMENT OF WORK

1. RFP OPENING DATE

Proposals are due on or before **3:00 PM, TUESDAY, JUNE 18, 2024.**

2. SCOPE OF WORK

The Magistrate:

- Shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interest and collusion.
- May undertake concurrent employment, where permissible, but shall not represent a person or entity before the City Commission or any City Board, including but not limited to a person subject to a Special Magistrate Hearing in any year during which he or she serves as a Special Magistrate.
- Shall ensure that, if awarded a position as Special Magistrate, no person under his or her employ exercises any functions or responsibilities on behalf of the City or has any personal financial interest, directly or indirectly, with the City, except as fully disclosed and approved by the City.
- Shall accurately and completely preserve all testimony and include findings of facts and conclusions of law.
- Shall conduct code compliance hearings.
- Shall prepare, in writing, his or her findings of fact and conclusions of law using the forms approved by the City. To the extent reasonably practicable, the Special Magistrate will render his or her findings within seventy-two (72) hours, but in no event, more than seven (7) business days after the hearing.
- Understands and agrees to abide by any and all services conducted under this Agreement.

3. INSTRUCTIONS FOR PREPARING PROPOSAL

Response Format

To facilitate and expedite review, the City asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the City's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

TAB 1 – Cover Letter

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of the firm that can legally bind the company and provide his/her title, address, phone number, and email address. Provide a positive commitment to perform the required scope of services. Respondent should also provide the primary contact person for this solicitation

including his/her title, phone number, and email address. A table of contents should follow the cover letter.

TAB 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

TAB 3 – Experience and Expertise

Respondents should include:

- A brief description of your firm's organization, structure, and philosophy.
- Firm's years of experience.
- Knowledge of and compliance with applicable federal, state and local laws pertaining to this solicitation.

TAB 4 – Proposer's Questionnaire – See Exhibit A

TAB 5 – Schedule of Availability

Respondent shall explain their availability to perform the required services and willingness to travel to City of Fort Pierce to conduct hearings at least once per month and more often as requested by the City, and any schedule limitations that would impact their availability.

TAB 6 – References

Provide a list of references for which similar services has been performed shall be included and the list shall include all similar contracts performed by the Respondent within the past five years. References should include the following information:

- Client name, address **AND** phone, numbers, and e-mail addresses;
- Description of all services provided;
- Performance period; and
- Total contract value.

The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 7 – Cost

Provide hourly rate on the *Proposal Price Sheet* attached hereto as Exhibit "B". Hourly rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, legal research, copies, etc**. No additional reimbursement expenses allowed.**

SECTION II

INSTRUCTIONS TO PROPOSERS

1. SUBMISSIONS OF PROPOSALS

Electronic format only

1.1 Options for Electronic Submissions
Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

1.2 Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (Bid Postings • Bid (cityoffortpierce.com).

1.3 Any proposals received after the designated time and date listed above will be returned unopened.

1.4 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-439 (2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

2. INSURANCE REQUIREMENTS

Proposers shall provide with their submittal proof of current malpractice insurance. No other insurance requirements are needed to fulfill the scope of services of this request for proposal.

3. QUESTIONS/CLARIFICATIONS

3.1 All inquiries will be in a written format and addressed to City of Fort Pierce Director of Community Response with a copy to the Purchasing Manager:

TO	**COPY**
Peggy Arraiz	**Gelencia Carter**
Director of Community Response	Purchasing Manager
City of Fort Pierce	City of Fort Pierce
P.O. Box 1480	P.O. Box 1480
Fort Pierce, FL 34954	Fort Pierce, FL 34954
parraiz@cityoffortpierce.com	purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than: **5:00 PM, Monday, June 10, 2024.**

3.3 The City prohibits communications initiated by a Proposer to any City Official or employee **(including but not limited to the Mayor and other members of City Commission),** prior to the time an award decision has been made.

4. RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The

proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP. Proposers must submit **one original and one digital copy** of the Proposer's Questionnaire completed in its entirety.

5. EVALUATION METHOD AND CRITERIA

A. GENERAL

The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each proposer, including stockholders and principals, before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The City's decisions will be final.

B. EVALUATION CRITERIA

Proposals will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the proposal itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

The City's evaluation will include, but not limited to, consideration of the following:

Scoring/Evaluation Criteria For Acceptance of Submittals	Possible Points
A. Overall Professional Experience-	**30**
Retired Judge —30 points	
Attorney with 10+ years' experience —20 points	
Attorney with <10 years' experience –10 points	
B. Areas of Expertise	**25**
Local Government Law — 5 points	
Landing Use Law — 5 points	
Building Code/ADA/FHA Law — 5 points	
Real Estate Law — 5 points	
Administrative Law — 5 points	
C. Prior Special Magistrate or Municipal Legal Experience	**15**
D. Florida Bar Membership / Disciplinary History	**15**
Membership in good standing – no disciplinary history – 15 points	
Membership in good standing – discipline history over 10 years ago — 10 points	
Membership in good standing – disciplinary history less than 10 years ago — 5 points	
E. Proposed Fees for Service	**15**
Total Project Score	**100**

C. PROPOSAL EVALUATION:

The City will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The City will not consider non-responsive proposals. A nonresponsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the City. The City reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals.

6. DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

7. TIMETABLES

The Commission and the proposers shall adhere to the following schedule in all actions concerning this RFP.

A. From opening time, the Commission and City staff will review and evaluate the proposals on a timely basis.

B. The Commission may enter into a contract after conducting negotiations and obtaining appropriate approvals. The City may notify unsuccessful proposers at this time.

8. DELAYS

The City may delay scheduled due dates if it is to the advantage of the City. The City will notify proposers of all changes in scheduled due dates by written addenda.

9. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non- discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

SECTION III

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSALS

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO RESPONSE

If not submitting a bid, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail, and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 8. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Division. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City Purchasing Division. Proposers who obtain Proposal Documents from other sources must officially register with the City Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Offer to Purchase/Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer’s facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. PUBLIC RECORDS

Sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

33. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

34. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

35. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION IV

REQUIRED FORMS

The forms listed in this section are to be complete and submitted with your proposal.

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**RFP No: 2024-028**
Mandatory Site-Visit: **N/A**	**RFP Title: CODE ENFORCEMENT SPECIAL MAGISTRATE**
Mandatory Site-Visit Location: **N/A**	**Proposal/Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Proposal Due Date & Time **3:00 PM, TUESDAY, JUNE 18, 2024**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Proposer Name: _____ **Mailing Address:** _____ _____	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, After Receipt Order
Phone Number:	Payment Terms:
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
:

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Are all of the Required forms complete and included?		
Did you include proof of your current malpractice insurance?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization and tabs are correct (see **Instructions for Preparing Proposal**, **item3, page 1**)?		
Did you complete and include in your submissions, items **Exhibits A and B?**		
Are you in compliance with the page limitations?		
Electronic Submission: Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information?		

PLEASE SIGN AND RETURN WITH PROPOSAL: _____

EXHIBITS

PROPOSER'S QUESTIONNAIRE

EXHIBIT A

RFP NO. 2024-028

CODE ENFORCEMENT SPECIAL MAGISTRATE

It is understood and agreed that the following information is to be used by the City of Fort Pierce to determine the qualifications of Proposers to perform the work required. **The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.**

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Magistrate, surety, bank material or equipment manufacturer, or distributor, or any person, firm, or corporation to furnish the City of Fort Pierce any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2024.

_____
Name of Organization/Proposer

By: _____

Name: _____

Home Address: _____

Business/Employer Name: _____

Business/Employer Address: _____

Home/Cell Phone: _____ Business Phone:_____

Email Address: _____

Please provide two (2) references who can attest to your professional experience as outlined in the Questionnaire.	
Name:	Contact Info:
Name:	Contact Info:
The final fee for legal services will be determined by the City. If you have a minimum fee that you are willing to accept, please provide that information:	

Are you a member of the Florida Bar in good standing?			
Florida Bar #:		Date Entered:	
Have you ever been disbarred, suspended, expelled, or received any other disciplinary action from the Florida Bar?			
If yes, please explain:			
Have you ever served as a Judge?			
In what state:		How many years:	
Have you ever served as a Special Magistrate?			
What jurisdiction:		How many years:	
Have you ever been dismissed, either with or without cause, from an appointed position or law firm?			
If yes, please explain:			
Are you a member of, appointed to or affiliated with any organization that may possibly be a conflict of interest or provide the appearance of a conflict of interest that may affect your ability to conduct fair and impartial compliance hearings?			
If yes, please explain:			

Areas of Experience	Yes	No	# of Years
Local Government Law			
Land Use Law			
Building Code			
Americans with Disabilities / Fair Housing Act			
Real Estate Law			
Administrative Law			

If you wish to provide additional information, please attach it as a separate page.

PUBLIC RECORDS NOTICE

Applicants are hereby placed on notice that all information submitted as part of or in support of their application for Special Magistrate will be available for public inspection, in accordance with Chapter 119, Florida Statutes at the time the City posts notice of its decision or intended decision regarding recommended aware of this Request for Proposals or thirty (30) days after the opening of the Request for Proposals, whichever is earlier.

In the event the applicant believes that any information contained in their application for Special Magistrate should be considered confidential and is exempt from the public records, the applicant must complete the following.

Applicant's failure to provide the City with a detailed explanation and justification, including statutory cites and specific reference to the information claimed to be exempt from public records exemption, may result in the entire application for Special Magistrate being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

_____ Yes, I am claiming exemption from the disclosure requirements of Chapter 119 of the Florida Statutes.

_____ No, I do not claim exemption from the disclosure requirements of Chapter 119 of the Florida Statutes.

Please provide the specific exemption being claimed: _____

CERTIFICATION

I hereby certify that the above answers and any document furnished by me are true and correct. I also certify that I have read and understand the entire content of this application package and accept all terms, conditions, and provisions therein. I hereby authorize the City to obtain information from other sources to verify any item in this application. If selected, I pledge to follow all legal requirements and mandates in fulfilling my duties as a Special Magistrate.

_____ _____

Signature Date

PROPOSAL PRICE SHEET

Respondent shall serve as Code Enforcement Special Magistrate in accordance with Exhibit A, Scope of Services at the rate(s) below.

BILLABLE RATE		
Special Magistrate	$	HOURLY

The hourly rate is fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, legal research, copies, etc. No additional reimbursement expenses shall be billed.

Company: _____

Address: _____

City, State, Zip code:_____

Phone Number: _____ Email:_____

Authorized Signature:_____

Printed Name: _____

Title: _____ Date:_____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

October 24, 2024

Email: jdp@peshkelaw.com

Law Offices of Jennifer D. Peshke, P.A.
956 20th Street
Vero Beach, FL 32960
Attn: Jennifer D. Peshke, Managing Partner

SUBJECT: Notice of Award
RFP No. 2024-028 – Code Enforcement, Special Magistrate

Dear Ms. Peshke,

We are pleased to inform you that your firm has been selected to provide professional services as Special Magistrate for the City of Fort Pierce. To proceed, please ensure that you complete the specified conditions within the designated timeframe. Once these are fulfilled, we will move forward with executing and delivering the Agreement.

Please take the following actions:

1. Execute and notarize the Notice of Award
2. Execute the Agreement
3. Complete of required form Affidavit Regarding the Use Coercion for Labor or Services
4. **Return documents enclosed within ten (10) days after receipt, via email to:**

Email:
Gelencia Carter, Purchasing Manager
gcarter@cityoffortpierce.com

Carbon Copy:
purchasing@cityoffortpierce.com

The contract documents must be signed by one of the officers registered with the State of Florida or provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents, to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 10/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
LAW OFFICES OF JENNIFER D. PESHKE, ESQ.

BY: Jennifer D Pesh

Jennifer D Peshke, Esq. Managing Partner
Title

10.28/24
Date

NOTARIZATION

STATE OF Florida

COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 28th day of Oct. 2024,

by Jennifer D. Peshke, Managing Partner, of
Officer of Firm Title

Law Offices of Jennifer D. Peshke, P.A. a Florida corporation, on behalf of the corporation.
Name of Firm State

He/She is personally known to me or has produced Florida Drivers License as identification.

Karen A. Kommer
Notary Public

My commission expires: March 22, 2028

KAREN A. KOMMER
Commission # HH 487108
Expires March 22, 2028

/gc

AGREEMENT FOR SPECIAL MAGISTRATE SERVICES

THIS AGREEMENT FOR SPECIAL MAGISTRATE SERVICES ("Agreement") is made and entered into this 28th day of October, 2024, by and between the City of Fort Pierce, Florida, a Florida municipal corporation ("City") and Jennifer D. Peshke ("Peshke").

WHEREAS, Chapter 162, Florida Statutes, provides that municipalities may contract with special magistrates as an alternative method of hearing code enforcement cases; and

WHEREAS, the special magistrate position is established in the City pursuant to section 1-44 of the City's Code of Ordinances and further defined at section 1-43 of the City's Code of Ordinances ("Code"); and

WHEREAS, pursuant to Request for Proposals (RFP) No. 2024-028, the City solicited proposals from individuals to provide special magistrate services; and

WHEREAS, the City wishes to contract for the non-exclusive special magistrate services described in RFP No. 2024-028 with no less than two qualified individuals; and

WHEREAS, Peshke submitted a qualified response to RFP No. 2024-028 and is qualified under the applicable Florida Statutes and Code provisions to serve as special magistrate for the City; and

WHEREAS, Peshke is willing and able to render professional services as a special magistrate for the City pursuant to the terms of this Agreement and the terms, conditions, and provisions of RFP No. 2024-028 for the compensation set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained in herein, the City and Peshke, agree as follows:

1. Peshke warrants that he/she:

   (i) is a resident of the State of Florida;

   (ii) is an attorney with at least seven years' experience whose membership with the Florida Bar is in good standing or is a retired Florida judge; and

   (iii) has no existing client relationship which would pose a conflict of interest to his/her service as a special magistrate for the City.

2. Peshke agrees to perform the duties assigned to him/her as special magistrate including the adjudication of assigned cases that are within the jurisdiction of the City of Fort Pierce special magistrate. The City shall provide Peshke with reasonable notice of any special magistrate proceeding.

3. Peshke warrants that he/she has read the City of Fort Pierce Special Magistrate Rules of Procedure ("Rules") and agrees to abide by the Rules and to conduct all special magistrate proceedings in accordance with the Rules.

5. Peshke agrees to adhere to the highest standards of integrity, impartiality, and competence.

6. Peshke agrees to refrain from discussing the merits of any pending case with any person outside of the public proceeding wherein the case is scheduled to be heard.

7. Peshke understands Florida Statutes section 112.3143 and agrees that if recusal is warranted under that section, he/she will publicly state the grounds for recusal and, within 15 days thereafter, will submit to the City Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers.

8. In the event a conflict of interest arises between Peshke as special magistrate and any Respondent, Peshke shall immediately advise the City and shall recuse him/herself and take no further action in the case.

9. Peshke agrees that in addition to stating findings of fact and conclusions of law at the conclusion of each case, Peshke will issue a written order in each case affording the proper relief consistent with the powers granted to the special magistrate by State law and the Code. Unless otherwise agreed by the parties, Orders shall be drafted by the Special Magistrate Clerk for review and execution by Peshke as special magistrate. The City shall be responsible for service of orders upon the applicable parties and recording of orders where appropriate.

10. Peshke is an independent contractor and is not an employee or agent of the City. None of the provisions of this Agreement are intended to create, nor shall anything in this Agreement be deemed or construed to create any relationship other than that of independent contractor between the City and Peshke.

11. City agrees to compensate Peshke for special magistrate services at the rate of $190.00 per hour. Any task taking less than 15 minutes completed outside of the special magistrate proceeding that is germane to the proceeding, including, but not limited to, the signing of orders, shall be considered part of the proceeding and shall not be separately compensated. For purposes of this subsection, "proceeding" shall mean all cases brought before the special magistrate for a hearing at the same time on the same date. No compensation shall be paid for travel time to or from City Hall.

12. Peshke agrees to provide City with an invoice at the end of each proceeding outlining the services provided and time billed as special magistrate under the conditions set out in this Agreement. Peshke's invoices shall be on the form provided by the Department and submitted to the Department Clerk. The City shall pay Peshke pursuant to the Florida Local Government Prompt Payment Act, Florida Statutes sections 218.70 *et seq.*

13. The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with two (2) renewal options of one (1) year each.

14. This Agreement may be terminated at any time by the City, without cause, by providing seven (7) calendar days' written notice to Peshke. The Agreement may be terminated by Peshke upon thirty (30) calendar days' written notice to the City. Peshke agrees that they may be removed

from the position of special magistrate with or without cause at any time by the City Commission in its sole discretion.

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

16. Peshke agrees that the services provided in this Agreement are personal in nature and may not be assigned or transferred to any other party without the prior written consent of the City.

17. The City is a public entity entitled to sovereign immunity pursuant to Florida law. Nothing in this agreement shall be considered a waiver of the City's sovereign immunity provided by Florida Statutes section §768.28 or an increase as to the limits therein.

18. **Public Records:**

(i) City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Peshke shall comply with all public records laws and specifically:

a. Keep and maintain public records required by City to perform the service.

b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Peshke does not transfer the records to City.

d. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Peshke or keep and maintain public records required by City to perform the service. If Peshke transfers all public records to City upon completion of the Agreement, Peshke shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Peshke keeps and maintains public records upon completion of the Agreement, Peshke shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

(ii) IF PESHKE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PESHKE'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, LCOX@CITYOFFORTPIERCE.COM, 100 NORTH U.S. 1, FORT PIERCE, FL 34950.

19. **Scrutinized Companies:** Peshke, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

(i) Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

(ii) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

b. Is engaged in business operations in Syria.

20. Peshke shall, at its own expense, maintain malpractice insurance throughout the term of this Agreement, with insurers acceptable to the City.

21. **E-Verify.** All requirements of Section 448.095, Florida Statutes, shall be complied with by Peshke. In accordance with, Section 448.095, Florida Statutes, Peshke shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Peshke enters into a contract with a subcontractor performing work or providing services on its behalf, Peshke shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Transparent Information Services shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this

contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Peshke is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

22. **Interpretation; Controlling Law; Venue**: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County.

23. **Dispute Resolution; Waiver Of Jury Trial.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

24. **Notices.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: City Manager
100 N. US Highway 1
Fort Pierce, FL 34950

PESHKE
Jennifer D. Peshke
Law Offices of Jennifer D. Peshke, P.A.
956 20th St.
Vero Beach, FL 32960

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should a party have a change of address, the party shall immediately notify the other party in writing of such change.

25. The parties agree that the terms, conditions, and provisions of RFP No. 2024-028 are incorporated by reference and made part of this Agreement as if fully set forth herein.

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

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

ATTEST:

By: _____
Linda Cox, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

Jennifer D. Peshke

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Jennifer D Peshke, Esq. Law offices of Jennifer D Peshke, PA

Authorized Representative's Name and Title: Jennifer D Peshke

Address: 956 20th St.

City: Vero Beach State: FL Zip Code: 32960

Phone Number: 772-231-1233 Email Address: jdp at peshkelaw.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Jennifer D Peshke, Esq, Managing Partner 10.28.24

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Indian River

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization

this 28th day of October, 2024 by Jennifer D. Peshke, who is

☑ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: Karen A. Kommer (Seal)

Print Name: Karen A. Kommer My Commission Expires: March 22, 2028

KAREN A. KOMMER
Commission # HH 487108
Expires March 22, 2028

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	PEGGY ARRAIZ, CODE COMPLIANCE MANAGER, CODE ENFORCEMENT
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	AGREEMENTS APPOINTING SPECIAL MAGISTRATES JAMY BARREAU AND JENNIFER PESHKE PURSUANT TO RFP 2024-028
CAO RLS FILE:	24-357 (BARREAU) 24-366 (PESHKE)
DATE:	OCTOBER 3, 2024

I have reviewed the above Requests for Legal Services (RLS) which ask the City Attorney's Office to approve Resolutions appointing Jamy Barreau and Jennifer Peshke as special magistrates pursuant to RFP 2024-028.

This Office determined that it would be more appropriate for the City to enter into an Agreement with each special magistrate.

An Agreement for Special Magistrate Services was drafted by this Office and reviewed and approved by both the Building Department and the Code Compliance Department. I have uploaded the Template for future use.

The Agreement for Special Magistrate Barreau was uploaded to RLS 24-357, and the Agreement for Special Magistrate Peshke was uploaded to RLS 24-366. The terms of the Agreements are identical.

Because these agreements emanated from an RFP, you must consult with the Purchasing Department to ensure that all City procedures have been followed. Once that is done, you will need to place these Agreements on a City Commission Agenda.

If you have any questions as to how to proceed, please do not hesitate to contact this office.

/ahd

City Commission Regular Meeting - 5:05 pm **11. d.**

Meeting Date: 12/02/2024

Re: Federal Emergency Management Agency (FEMA) - Building Resilient Infrastructure and Communities (BRIC) Program - Memorandum of Understanding

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

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SUBJECT:

Approval of the Memorandum of Understanding for the collaboration of FEMA, St. Lucie County and the City of Fort Pierce to carry out their respective roles and responsibilities with regarding non-financial Direct Technical Assistance (DTA) under FEMA’s Building Resilient Infrastructure and Communities (BRIC) program.

SUMMARY:

St. Lucie County's Department of Resilience has included the City of Fort Pierce in their application to the Federal Emergency Management Agency (FEMA) for the Building Resilient Infrastructure and Communities Program. The purpose of this Agreement is to provide a framework for the collaboration of FEMA and St. Lucie County and City of Fort Pierce, FL to carry out their respective roles and responsibilities with respect to Non-financial Direct Technical Assistance (DTA) under FEMA’s Building Resilient Infrastructure and Communities (BRIC) program. This Agreement sets forth the terms by which FEMA will provide BRIC DTA to St. Lucie County and City of Fort Pierce, FL. This agreement is not intended to be legally binding.

The purpose of this Agreement is to provide a framework for the collaboration of FEMA and St. Lucie County and City of Fort Pierce, FL to carry out their respective roles and responsibilities with respect to Non-financial Direct Technical Assistance (DTA) under FEMA’s Building Resilient Infrastructure and Communities (BRIC) program. This Agreement sets forth the terms by which FEMA will provide BRIC DTA to St. Lucie County and City of Fort Pierce, FL.

RECOMMENDATION:

Recommendation to approve collaborative efforts with the City of Fort Pierce and St. Lucie County, with the following Federal agencies: Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS).

ALTERNATIVES:

Decline the opportunity to partner with St. Lucie County and the supporting federal agencies.

RESPONSIBLE STAFF:

The City of Fort Pierce's Grants Division.

COORDINATED WITH:

The City of Fort Pierce and St. Lucie County in collaboration with, the Federal Emergency Management Agency (FEMA), and the Department of Homeland Security (DHS).

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2023-2024

Amount: 0.00

OTHER INFORMATION:

The purpose of this Agreement is to provide a framework for the collaboration of FEMA and St. Lucie County and City of Fort Pierce, FL to carry out their respective roles and responsibilities with respect to Non-financial Direct Technical Assistance (DTA) under FEMA's Building Resilient Infrastructure and Communities (BRIC) program. This Agreement sets forth the terms by which FEMA will provide BRIC DTA to St. Lucie County and City of Fort Pierce, FL. This agreement is not intended to be legally binding.

This Agreement is not an award of, or approval for, FEMA funding. Any financial assistance from FEMA would only be available through a separate application and award process, such as the process detailed in the current BRIC Fiscal Year 2023 Notice of Funding Opportunity (NOFO), or through another FEMA Hazard Mitigation program. This Agreement in no way guarantees that there will be a separate agreement for financial assistance or reimbursement of any kind.

FEMA and St. Lucie County and City of Fort Pierce, FL recognize the value of working with one another to strengthen the resilience of St. Lucie County and City of Fort Pierce, FL by leveraging tailored technical support from FEMA, and other partners, so that St. Lucie County and City of Fort Pierce, FL can design and implement holistic, equitable, climate adaptation and risk reduction solutions that advance local objectives and close capability gaps.

The technical assistance provided by FEMA in relation to this Agreement, and the outcomes related to such technical assistance, will vary based on the availability and resources of FEMA and St. Lucie County and City of Fort Pierce, FL.

Attachments

Memorandum of Understanding - St. Lucie County and City of Fort Pierce

CAO Memo - Memorandum of Understanding - St. Lucie County and City of Fort Pierce

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Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/06/2024 09:43 AM
City Manager	Linda Cox	11/08/2024 02:27 PM
Finance Department	Johnna Morris	11/13/2024 10:19 AM
City Manager	Linda Cox	11/13/2024 01:20 PM
Finance Department	Johnna Morris	11/25/2024 12:24 PM
City Manager	Linda Cox	11/25/2024 12:29 PM

Form Started By: Donnella Clarke Started On: 10/29/2024 12:22 PM
Final Approval Date: 11/25/2024

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL
EMERGENCY MANAGEMENT AGENCY
AND
St. Lucie County and City of Fort Pierce, FL

I. Parties:

The parties to this Agreement are the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) and St. Lucie County and City of Fort Pierce, FL.

II. Purpose:

The purpose of this Agreement is to provide a framework for the collaboration of FEMA and St. Lucie County and City of Fort Pierce, FL to carry out their respective roles and responsibilities with respect to Non-financial Direct Technical Assistance (DTA) under FEMA's Building Resilient Infrastructure and Communities (BRIC) program. This Agreement sets forth the terms by which FEMA will provide BRIC DTA to St. Lucie County and City of Fort Pierce, FL. This agreement is not intended to be legally binding.

This Agreement is not an award of, or approval for, FEMA funding. Any financial assistance from FEMA would only be available through a separate application and award process, such as the process detailed in the current BRIC Fiscal Year 2023 Notice of Funding Opportunity (NOFO), or through another FEMA Hazard Mitigation program. This Agreement in no way guarantees that there will be a separate agreement for financial assistance or reimbursement of any kind.

FEMA and St. Lucie County and City of Fort Pierce, FL recognize the value of working with one another to strengthen the resilience of St. Lucie County and City of Fort Pierce, FL by leveraging tailored technical support from FEMA, and other partners, so that St. Lucie County and City of Fort Pierce, FL can design and implement holistic, equitable, climate adaptation and risk reduction solutions that advance local objectives and close capability gaps.

The technical assistance provided by FEMA in relation to this Agreement, and the outcomes related to such technical assistance, will vary based on the availability and resources of FEMA and St. Lucie County and City of Fort Pierce, FL.

III. **Context**

Millions of people living across the United States, its territories, and in Tribal lands are affected by natural hazards each year. Underserved communities and its citizens are often disproportionately impacted by such hazards and sometimes have fewer resources to 'build back better' following disasters, or otherwise increase their resilience to future risks. With the escalation in the frequency and intensity of natural hazard events, the imperative to reduce risk and strengthen resilience has intensified, especially for people on the frontlines, who will experience the most adverse consequences of climate change.

In recognition of these needs, FEMA established the BRIC DTA initiative to provide wide-ranging non-financial support and technical assistance to underserved communities to undertake hazard mitigation solutions, including but not limited to climate risk assessments, community engagement, partnership building, and mitigation and climate adaptation planning. Support for BRIC DTA communities can be provided regardless of the timing or status of any grants the community may pursue or receive.

IV. **Authority:**

Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. § 5133), Predisaster Hazard Mitigation, as amended.

V. **Definitions:**

As used in this Agreement:

"BRIC DTA Facilitator" means a Regional FEMA staff who coordinates directly with one or more communities as their FEMA BRIC DTA point of contact.

"Community Partners" can be organizations from within and outside the government that may facilitate capacity building, offer subject matter expertise, leverage resources, and/or enhance community engagement. Partners may include, but are not limited to, other government entities, nonprofits, non-governmental and community-based organizations, labor unions, advocacy groups, chambers of commerce and major employers or anchor institutions, and philanthropic organizations.

"BRIC DTA Contractors" are experts working under contractual agreements (i.e., contracts, interagency agreements, etc.) with FEMA to support delivery of technical services to a community as part of the BRIC DTA initiative.

"Community Engagement" is the process of working collaboratively with a diverse group of stakeholders to address issues affecting their well-being.

"BRIC DTA Action Plan" describes the technical assistance activities that the BRIC program will provide, as developed, and agreed upon by St. Lucie County and City of Fort Pierce, FL, FEMA, and any other relevant partners, to address the needs and gaps identified.

VI. Responsibilities:

A. FEMA's Responsibilities

FEMA will:

1. Approach BRIC DTA as a collaborative effort, recognize the inherent expertise within St. Lucie County and City of Fort Pierce, FL, and remain open to mutual learning and growth.
2. Recognize that the BRIC DTA initiative is community driven. FEMA acknowledges that there is no "one-size fits all" technical assistance model, and that the approach to planning and capacity building for local risk reduction and climate resilience must be customized, flexible, and adaptable.
3. Assign a BRIC DTA Facilitator to work alongside St. Lucie County and City of Fort Pierce, FL to understand the community's vision for resilience and assess and define technical assistance needs.
4. Consult BRIC DTA Contractors in support of the community's vision for resilience and the development of specific strategies to address community technical assistance needs and build partnerships.
5. Support and advise St. Lucie County and City of Fort Pierce, FL in the development of a BRIC DTA Action Plan that identifies specific strategies and actions to build capacity and advance potential projects and partnerships under the BRIC program.
6. Ensure that the BRIC DTA Action Plan, and the overall delivery of BRIC DTA, respects cultural norms and traditions and acknowledges past and current disparities.
7. Work together with St. Lucie County and City of Fort Pierce, FL and other partners to access best available science and knowledge about risk and climate change and help integrate into design considerations.
8. Support St. Lucie County and City of Fort Pierce, FL in advancing decision-making processes that include representatives from all affected groups.
9. Collaborate with St. Lucie County and City of Fort Pierce, FL to help identify and leverage partnerships that are best suited to meet local climate resilience and hazard risk reduction needs at all governmental levels, and with other non-profit, foundation and private partners.
10. Foster outreach to and engagement with the St. Lucie County and City of Fort Pierce, FL using tailored tools and approaches to establishing shared goals and projects that meet community-wide resilience priorities across stakeholder groups consistent with the BRIC program.
11. Support development of projects that leverage co-benefits and address multiple hazards to create additional value; assist with project identification and planning under the BRIC program.

12. Partner with St. Lucie County and City of Fort Pierce, FL for up to 36-months (from the effective date of this Agreement) to identify needs, build partnerships and deliver wide-ranging technical assistance based on the BRIC DTA Action Plan.

B. **St. Lucie County and City of Fort Pierce, FL's Responsibilities**

St. Lucie County and City of Fort Pierce, FL will:

1. Invite FEMA to work collaboratively with St. Lucie County and City of Fort Pierce, FL to maximize the achievement of their climate resilience and hazard mitigation goals.
2. Engage in the development of a Community Needs Assessment that will build an understanding of St. Lucie County and City of Fort Pierce, FL's vision for resilience and identify gaps in capacity.
3. Formulate a BRIC DTA Action Plan, with FEMA's support, that identifies specific strategies to build capacity and advance community-wide mitigation or resilience projects under the BRIC program and expand partnerships.
4. Foster community engagement to involve diverse stakeholders into the planning process and ensure plans represent the interests of the full community.
5. Communicate progress towards the implementation of risk reduction and climate adaptation projects eligible under the BRIC program.
6. Identify and build partnerships across all governmental levels, and the private and nonprofit sectors, to advance goals and support St. Lucie County and City of Fort Pierce, FL's long-term risk reduction and climate resilience endeavors.
7. Provide feedback to FEMA so that the Agency can improve current BRIC DTA delivery in real-time and better understand overall gaps and barriers to accessing mitigation grants, as well as adapt the initiative to better meet the needs of future participants.
8. Share best practices, successes, and challenges with peers and those interested in participating in the initiative.
9. Prioritize committing community time and resources to the BRIC DTA process, to the extent possible, to ensure successful collaboration.
10. Partner with FEMA for up to thirty-six months to identify needs, build partnerships and implement risk reduction and climate adaptation actions.

VII. Other Provisions

A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of FEMA or St. Lucie County and City of Fort Pierce, FL. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

B. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by statute or regulation.

C. Any information shared under this Agreement will comply with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act (FOIA), and any

other applicable statute, regulation, or Executive Order.

D. This Agreement is between FEMA and St. Lucie County and City of Fort Pierce, FL. It does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, onto any third person or party (public or private) against the United States, its agencies, its officers or employees, or any person; or against St. Lucie County and City of Fort Pierce, FL its officers or employees, or any other person.
E. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This Agreement is not intended to be enforceable in any court of law or dispute resolution forum.
F. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The Department of Homeland Security (DHS) seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 123-06. Written permission is required to use the DHS Seal. Any party to this agreement that is not a Federal entity may only use an official DHS seal or logo upon written permission from DHS.
G. The parties to this Agreement agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's designated legal representatives will, within seven (7) calendar days of receipt, provide the other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity for the United States or St. Lucie County, a political subdivision of the State of Florida. Nothing in this Agreement shall be construed to be a waiver of sovereign immunity or to increase any limits therein for the City of Fort Pierce. The Federal Tort Claims, 28 U.S.C. §§ 1346(b) and 2671–80 Act provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.
H. The parties to this Agreement shall carry out its responsibilities in an equitable and impartial manner free from discrimination in accordance with Section 308 of the Stafford Act as applicable.
I. This Agreement is not a fiscal or funds obligation document. Any services, equipment or personnel provided to FEMA to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such services, equipment, or personnel, unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other legal authority. This Agreement does not provide such authority.
J. This Agreement, upon execution, contains the entire agreement of the parties and

supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

IV. Effective Date:
The terms of this Agreement will become effective upon the signature of both parties.

V. Modification:
This Agreement may be modified upon the mutual, written consent of the parties.

VI. Termination:
The terms of this Agreement, as modified with the consent of both parties, will remain in effect until the completion of the community BRIC DTA Action Plan, and not to exceed thirty-six months past the signing of this Agreement. Either party may terminate this Agreement upon 10 days' written notice to the other party.

[SIGNATURE PAGE TO FOLLOW]

Approved by:

_____
Name and position of the official signing for St. Lucie County

_____
Date

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

Attest:

_____
City Clerk

Approved as to Form and Correctness:

_____
City Attorney

(seal)

Robert P. Ashe, Deputy Regional Administrator, FEMA Region 4

_____
Date

_____
Daniel LoFaro, Acting Section BRIC Chief

_____
Date

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: DONNELLA CLARKE, GRANTS MANAGER

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) - BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PROGRAM - MEMORANDUM OF UNDERSTANDING

CAO RLS FILE: RLS 24-417

DATE: NOVEMBER 1, 2024

I have reviewed the above Request for Legal Services regarding a Memorandum of Understanding (MOU) with the Federal Emergency Management Agency (FEMA) and St. Lucie County (County). I have made suggested changes to the document to include:

1. Amend paragraph VII(G) to include sovereign immunity protections for the City of Fort Pierce, as it only provided for such protections to FEMA and the County.
2. Updated the signature block to include signature lines for the City Clerk and the City Attorney.

I have uploaded a Track changes version only. You will need to provide this to FEMA and the County to ensure they agree with the changes. If so, you can simply "accept all changes" in the Word document to create the clean copy to provide to the City Commission for approval. With all changes accepted, the MOU is approved as to form and correctness.

Please be aware, the background information you provided in Agenda Quick indicates this is not intended to be a legally binding document. You should be aware, if this MOU is entered into, it **IS** a legally binding document, and there are numerous obligations specifically attributed to the City under the MOU. You should review those obligations carefully to ensure you intend to and are able to abide by them. If not, this MOU should not be entered into.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

City Commission Regular Meeting - 5:05 pm **11. e.**

Meeting Date: 12/02/2024

Re: SS4A Amendment to Original Agreement with FHWA

Submitted For: Selena Griffett, Project Engineer, Engineering

---

SUBJECT:

Approval of the Safe Streets and Roads for All (SS4A) Grant Amendment to finalize programming dates.

SUMMARY:

In June 2023, the City executed an agreement with the Federal Highway Administration (FHWA) for the Safe Streets and Roads for All Program (SS4A) in support of the City of Fort Pierce Comprehensive Safety Action Plan (CSAP). The original agreement used programming dates that were estimated. As the City has progressed on the Comprehensive Safety Action Plan, dates have been revised to accommodate sufficient public involvement and outreach. The amendment addresses new dates based on conversations between the City, our consultant, and the FHWA administration.

RECOMMENDATION:

Staff recommends approving and signing the amendment.

ALTERNATIVES:

Do not approve the amendment.

RESPONSIBLE STAFF:

Selena Griffett

COORDINATED WITH:

Consultant staff
FHWA

Fiscal Impact

Budgeted Y/N:	y
Fiscal Year:	2024
Account:	0016000-534900
Amount:	$287,900.00

FISCAL IMPACT:

There are no proposed changes to the budget for this item, information is provided for reference only. Original PO remains applicable.

Attachments

Original Signed Agreement
City Attorney Review
Amendment 1 to original agreement

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/25/2024 10:30 AM
City Manager	Linda Cox	11/25/2024 11:44 AM
Form Started By: Selena Griffett		Started On: 11/18/2024 10:31 AM
Final Approval Date: 11/25/2024		

1. **Award No.**
693JJ32340234

2. **Effective Date**
See No. 17 Below

3. **Assistance Listings No.**
20.939

4. **Award To**
City of Fort Pierce
100 North US Highway 1
Fort Pierce FL 34950

Unique Entity Id.: HD7SD9PNKNA5
TIN No.: 59-6000349

5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. **Period of Performance**
Effective Date of Award –
24 months from effective date

7. **Total Amount**

Federal Share:	$240,000
Recipient Share:	$60,000
Other Federal Funds:	$0
Other Funds:	$0
Total:	$300,000

8. **Type of Agreement**
Grant

9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

10. **Procurement Request No.**
HSSP230236PR/000001

11. **Federal Funds Obligated**
$240,000

12. **Submit Payment Requests To**
See article 20.

13. **Payment Office**
See article 20.

14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.610066
00.0000000000.0000000000.0000000000.0000000000

15. **Description of Project**
The City of Fort Pierce Engineering Comprehensive Safety Action Plan will identify and aid in prioritization of Low-Cost Safety Improvements within the City. This plan will establish the commitments of the City to work toward a goal of zero roadway fatalities.

RECIPIENT
16. Signature of Person Authorized to Sign

Linda Hudson

Signature Date
Name: Linda Hudson
Title: Mayor
City of Fort Pierce, FL

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

Signature Date
Name: Robert M. McNamara
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the "**USDOT**")] [Federal Highway Administration (the "FHWA") and the City of Fort Pierce (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the City of Fort Pierce Comprehensive Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program," dated February 8, 2023, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Fort Pierce Comprehensive Safety Action Plan

Application Date: September 13, 2022

2.2 Award Amount.

SS4A Grant Amount: $240,000.00

2.3 Award Dates.

Period of Performance End Date: See Section 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Section 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Action Plan Grants assist communities that do not currently have a roadway safety plan in place to reduce roadway fatalities, laying the groundwork for a comprehensive set of actions. It also provides funding to communities that want to build upon an existing roadway safety plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	June 30, 2024
Planned Action Plan Completion Date:	July 31, 2024
Planned Action Plan Adoption Date:	August 31, 2024
Planned SS4A Final Report Date:	September 30, 2024

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$240,000
Other Federal Funds:	$0.00
State Funds:	$0.00
Local Funds:	$60,000
In-Kind Match:	$0.00
Other Funds:	$0.00
Total Eligible Project Cost:	$300,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual/Consultant	$240,000	$60,000	$300,000
Other	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
Total Budget	**$240,000**	**$60,000**	**$300,000**

(c) Cost Classification Table -Implementation Grants Only

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

[Reserved]

4.2 Recipient Contact(s).

Selena Griffett, P.E.
Project Engineer
City of Fort Pierce Engineering Department
100 North US Highway 1, Fort Pierce FL 34950
772-467-3780
sgriffett@cityoffortpierce.com

4.3 Recipient Key Personnel.

Name	Title or Position
Selena Griffett, P.E	Project Engineer
John Andrews, P.E	City Engineer

4.4 USDOT Project Contact(s).

Darren Thacker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-6409
Darren.thacker@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
12300 West Dakota Avenue
Suite 390
Lakewood, CO 80228
720-963-3589
Ashley.cucchiarelli@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
12300 West Dakota Avenue
Suite 390
Lakewood, CO 80228
720-963-3589
Ashley.cucchiarelli@dot.gov

and

Jamie Christian
Agreement Officer's Representative (AOR)
FHWA FL. Division Administrator
Federal Highway Administration
3500 Financial Plaza, Suite 400
Tallahassee, FL 32312-3998
850-553-2200
jamie.christian@dot.gov

and

Bren I. George-Nwabugwu Sr
Florida Division Office Point of Contact
Senior Transportation Engineer
Federal Highway Administration
400 W. Washington Street, Suite 4200
Orlando, FL 32801-2217
407-867-6407
bren.george@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Assistance Specialist

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].

6.2 The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.

6.3 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.4 There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Fort Pierce

Baseline Measurement Date: September 30, 2024

Baseline Report Date: September 30, 2024

Table 1: Performance Measure Table For Action Plan Grant

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

	Application		Section 3.3	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan, or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The SS4A Action Plan components include equity considerations. This philosophy will guide the actions of the Action Plan development and in particular in the Engagement and Collaboration and Progress and Transparency elements of the City of Fort Pierce Comprehensive Safety Action Plan.

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Selena Griffett, Project Engineer

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Amendment to Agreement for SS4A Comprehensive Safety Action Plan

CAO RLS FILE: 24-420

DATE: November 6, 2024

I reviewed the first amendment to the Agreement. The amendment is approved as to form and correctness with no additional changes.

Please be aware of the following differences between the original agreement and amendment:

- On Page 1, Section 6, the period of performance is changed to June 9, 2023-March 27, 2026.
- On Page 4, under "Project's Estimated Schedule," the schedule dates for the project's milestones are changed to a range of dates in 2025.
- On Page 5-6, the US DOT project contacts have changed.
- Attachment A, Page 7, amends the baseline measurement and report dates to December 19, 2025.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

1. Award No.

693JJ32340234

Amendment 0001

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.939

4. Award To
City of Fort Pierce
100 North US Highway 1
Fort Pierce FL 34950

Unique Entity Id.: HD7SD9PNKNA5
TIN No.: 59-6000349

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
June 9, 2023 – March 27, 2026

7. Total Amount

Federal Share:	$240,000
Recipient Share:	$60,000
Other Federal Funds:	$0
Other Funds:	$0
Total:	$300,000

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

10. Procurement Request No.
HSA250006

11. Federal Funds Obligated
$240,000

12. Submit Payment Requests To
See article 20.

13. Payment Office
See article 20.

14. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.41010.610066
00.0000000000.0000000000.0000000000.0000000000

15. Description of Project
The City of Fort Pierce Engineering Comprehensive Safety Action Plan will identify and aid in prioritization of Low-Cost Safety Improvements within the City. This plan will establish the commitments of the City to work toward a goal of zero roadway fatalities.

RECIPIENT
16. Signature of Person Authorized to Sign

_____
Signature Date
Name: Linda Hudson
Title: Mayor City of Fort Pierce, FL

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

_____
Signature Date
Name: Hector R. Santamaria
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the "**USDOT**")] [Federal Highway Administration (the "FHWA") and the City of Fort Pierce (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the City of Fort Pierce Comprehensive Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program," dated February 8, 2023, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Fort Pierce Comprehensive Safety Action Plan

Application Date: September 13, 2022

2.2 Award Amount.

SS4A Grant Amount: $240,000.00

2.3 Award Dates.

Period of Performance End Date: See Section 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Section 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Action Plan Grants assist communities that do not currently have a roadway safety plan in place to reduce roadway fatalities, laying the groundwork for a comprehensive set of actions. It also provides funding to communities that want to build upon an existing roadway safety plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	March 28, 2025
Planned Action Plan Completion Date:	June 20, 2025
Planned Action Plan Adoption Date:	September 26, 2025
Planned SS4A Final Report Date:	December 19, 2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$240,000
Other Federal Funds:	$0.00
State Funds:	$0.00
Local Funds:	$60,000
In-Kind Match:	$0.00
Other Funds:	$0.00
Total Eligible Project Cost:	$300,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual/Consultant	$240,000	$60,000	$300,000
Other	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
Total Budget	**$240,000**	**$60,000**	**$300,000**

(c) Cost Classification Table -Implementation Grants Only

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

[Reserved]

4.2 Recipient Contact(s).

Selena Griffett, P.E.
Project Engineer
City of Fort Pierce Engineering Department
100 North US Highway 1, Fort Pierce FL 34950
772-467-3780
sgriffett@cityoffortpierce.com

4.3 Recipient Key Personnel.

Name	Title or Position
Selena Griffett, P.E	Project Engineer
John Andrews, P.E	City Engineer

4.4 USDOT Project Contact(s).

Darren Thacker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-6409
Darren.thacker@dot.gov

and

Agreement Officer (AO)

Federal Highway Administration
Office of Acquisition and Grants Management
HCFASS4A@dot.gov

and

Jamie Christian
Agreement Officer's Representative (AOR)
FHWA FL Division Administrator
Federal Highway Administration
3500 Financial Plaza, Suite 400
Tallahassee, FL 32313-3998
850-553-2200
jamie.christian@dot.gov

and

Ebony Pena-Lopez
Florida Division Office Point of Contact
Assistant Transportation Engineer
Federal Highway Administration
400 W. Washington Street, Suite 4200
Orlando, FL 32801-2217
407-867-6414
ebony.pena-lopez @dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,

Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Assistance Specialist

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].

6.2 The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.

6.3 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.4 There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Fort Pierce

Baseline Measurement Date: December 19, 2025

Baseline Report Date: December 19, 2025

Table 1: Performance Measure Table For Action Plan Grant

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The SS4A Action Plan components include equity considerations. This philosophy will guide the actions of the Action Plan development and in particular in the Engagement and Collaboration and Progress and Transparency elements of the City of Fort Pierce Comprehensive Safety Action Plan.

City Commission Regular Meeting - 5:05 pm **12. a.**

Meeting Date: 12/02/2024

Re: Annexation - Guillermo C. Annexation - Parcel IDs: 2413-501-0176-000-6 and 2413-501-0288-000-3

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Legislative Hearing - Ordinance 24-040 - Review and approval for a Voluntary Annexation by applicant and owner Guillermo Claure, to extend the territorial limits of the City of Fort Pierce, Florida, to include two (2) parcels at or near the intersection of S. Ocean Drive and Blue Heron Blvd., establishing The request is to annex Parcel IDs: 2413-501-0176-000-6 and 2413-501-0288-000-3, located at or near the intersection of S. Ocean Drive and Blue Heron Blvd. - SECOND READING

SUMMARY:

PROJECT#: PZANN2024-00001
A voluntary application for annexation was submitted by applicant/owner Guillermo Claure. The request is to annex Parcel IDs:2413-501-0176-000-6 and 2413-501-0288-000-3, located at or near the intersection of S. Ocean Drive and Blue Heron. The subject properties have a County Future Land Use designation of Residential Suburban (RS) and a St. Lucie County Zoning classification of Hutchinson Island Residential District (HIRD). The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning classification of Single-family Low Density (R-1).

RECOMMENDATION:

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation of RL and the Zoning classification of R-3.

ALTERNATIVES:

1. Recommend approval with conditions
2. Recommend disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 24-040
Staff Presentation
Staff Report
Applicant File
Staff Supporting Documents
Legal Memo
Public Notice
Business Impact
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	10/30/2024 09:56 AM

Form Started By: Kerry Driver
Started On: 09/23/2024 02:00 PM
Final Approval Date: 11/19/2024

ORDINANCE NO. 24-040

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) PARCELS AT OR NEAR THE INTERSECTION OF S OCEAN DRIVE AND BLUE HERON BOULEVARD** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING ZONING DESIGNATION; ESTABLISHING LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the properties are contiguous to the municipality of the City of Fort Pierce; and

WHEREAS, the properties are located within an enclave and Section 171.046 of the Florida Statutes states that it is the policy of the state to eliminate enclaves; and

WHEREAS, the estimated population of the annexation is zero (0); and

WHEREAS, the owner(s) have petitioned for voluntary annexation to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their September 9, 2024, meeting voted 7 to 7 recommend approval of the annexation; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation via certified mail to the St. Lucie County Administrator's Office on October 5, 2024, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie

County Board of County Commissioners on October 5, 2024, no fewer than ten (10) days prior to publishing or posting the ordinance notice.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto, and incorporated herein; and the following properties are hereby annexed into the City:

a) PARCEL ONE:

Parcel ID: 2413-501-0177-000-3

LEGAL DESCRIPTION:

SURFSIDE HARBOR BLK 11 LOT 5

Containing 0.19 acres (more or less)

b) PARCEL TWO:

Parcel ID: 2413-501-0176-000-6

LEGAL DESCRIPTION:

SURFSIDE HARBOR BLK 11 LOT 4

Containing 0.19 acres (more or less)

Said properties containing approximately 0.38 acres and being generally located at near the intersection of S. Ocean Drive and Blue Heron Blvd., Fort Pierce, FL.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2025, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation of abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the lands herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density Residential (R-1) and assigned a Future Land Use Designation of Low Density Residential (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the department of State within thirty (30) days; and a copy of such revision shall

be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All Ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. **24-XXX** was duly advertised accordance with Section 171.044(2) of the Florida Statues by display advertising St. Lucie News Tribune on Sunday, November 3, 2024 and Sunday, November 17, 2024; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2024; and was duly introduced, read by title only, and passed on second and final reading December 2, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this **XX** day of ____ 2024.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension



PARCEL ONE: 2413-501-0177-000-3

SURFSIDE HARBOR BLK 11 LOT 5

PARCEL TWO: 2413-501-0176-000-6

SURFSIDE HARBOR BLK 11 LOT 4

Said properties containing 0.38 acres, more or less

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **SINGLE-FAMILY LOW DENSITY RESIDENTIAL (R-1)** AND LAND USE DESIGNATION OF **LOW DENSITY RESIDENTIAL (RL)**

CITY OF FORT PIERCE

CITY COMMISSION

November 18th, 2024

Guillermo C. Annexation

Parcel IDs: 2413-501-0176-000-6 and 2413-501-0288-000-3

APPLICANT

Guillermo Claure

PROPERTY OWNER(S)

Guillermo Claure

PARCEL IDs:
2413-501-0176-000-6 and 2413-501-0288-000-3

SUMMARY

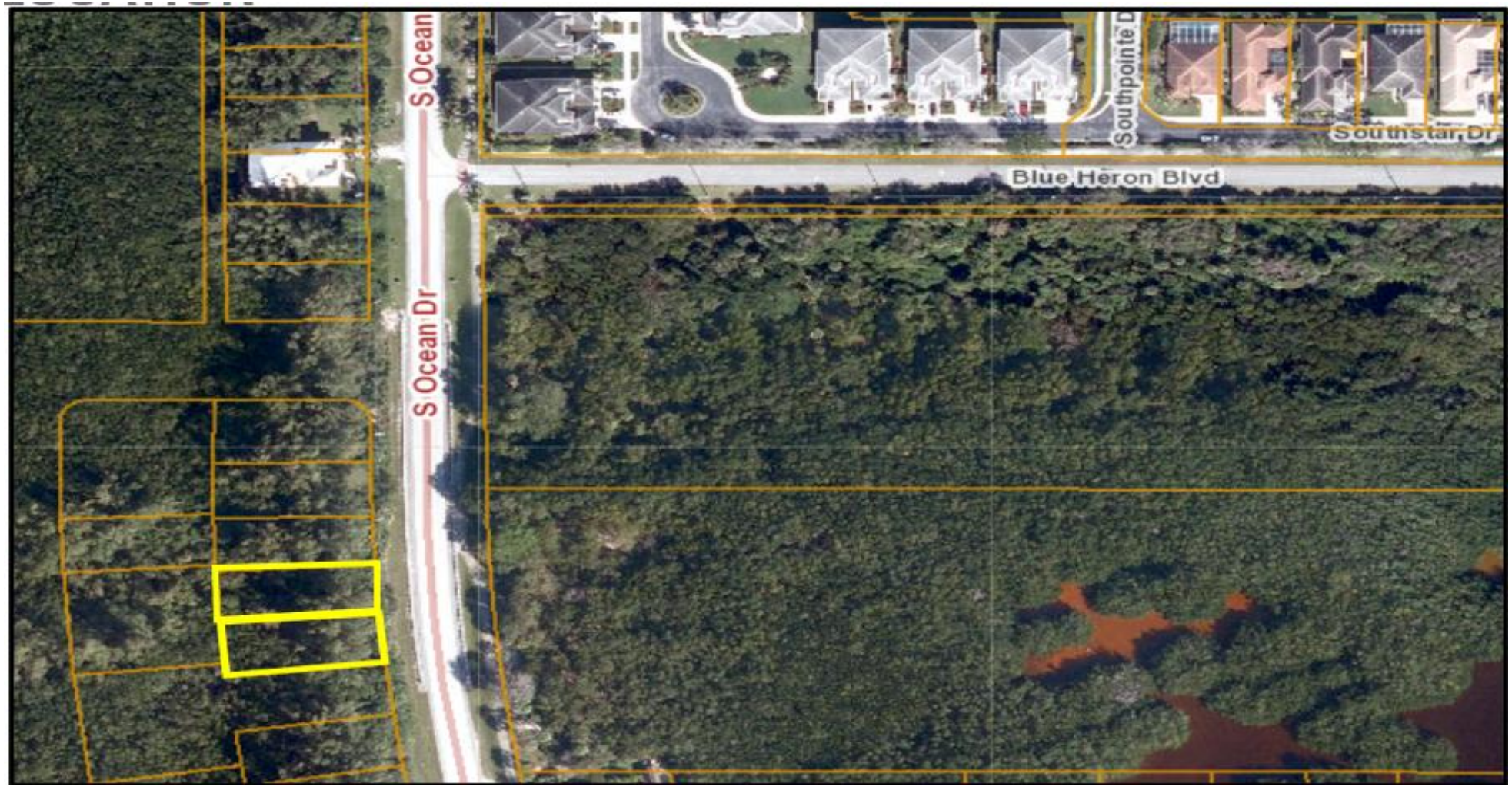
Request to review a Voluntary Application for Annexation for two (2) parcels of land at or near the intersection of S. Ocean Dr. and Blue Heron Blvd.

BACKGROUND

The applicant is requesting a voluntary annexation of two (2) parcels at or near S. Ocean Dr. and Blue Heron Blvd., in Fort Pierce, Florida. The parcel IDs are 2413-501-0176-000-6 and 2413-501-0288-000-3.

The subject properties has St. Lucie County Future Land Use designations of Residential Suburban (RS) and a St. Lucie County Zoning classification of Hutchinson Island Residential District (HIRD). The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning classification of Single-family Low Density (R-1).

SITE LOCATION



SITE AREA= 0.38 +/- Acres

Parcel 1: 0.19 acres

Parcel 2: 0.19 acres

Guillermo C. ANNEXATION

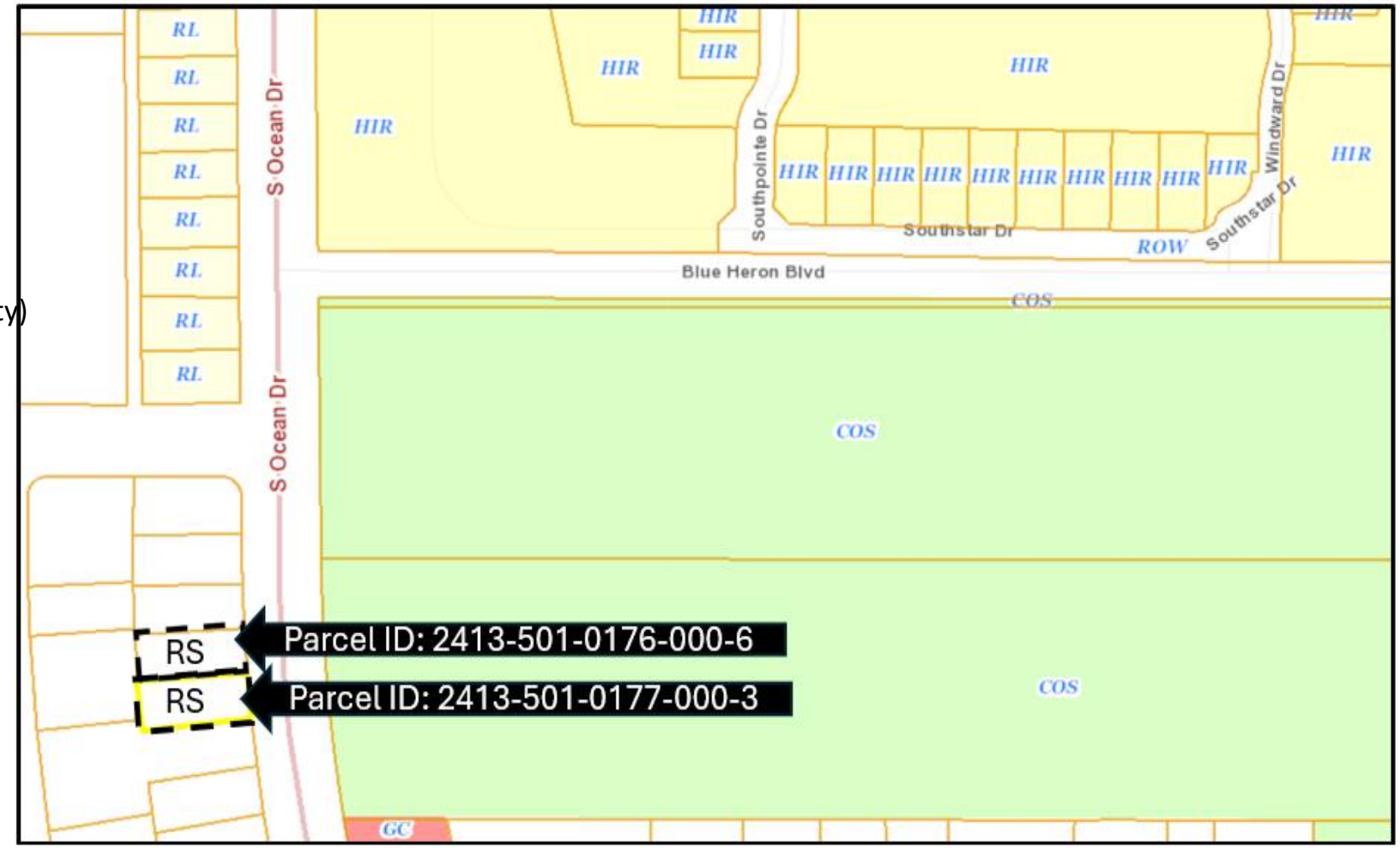
COMPREHENSIVE PLAN

Pursuant to Comprehensive Plan policy 1.11.5 “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

The current value of the properties is $37,400 per parcel. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000.

EXISTING FUTURE LAND USE: County

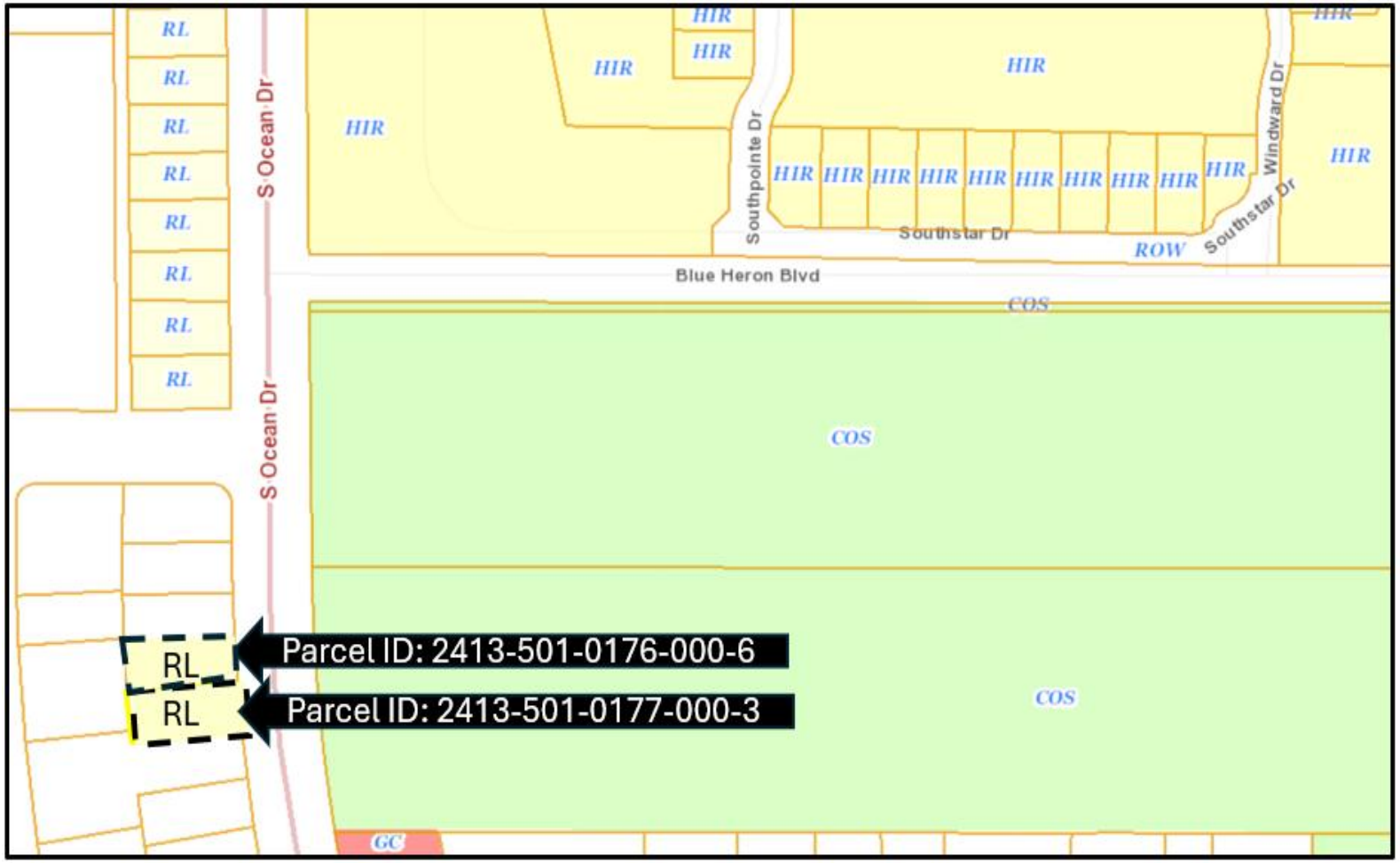
Current FLU: RS
Residential Suburban– St. Lucie County)



Guillermo C. ANNEXATION

PROPOSED FUTURE LAND USE: City

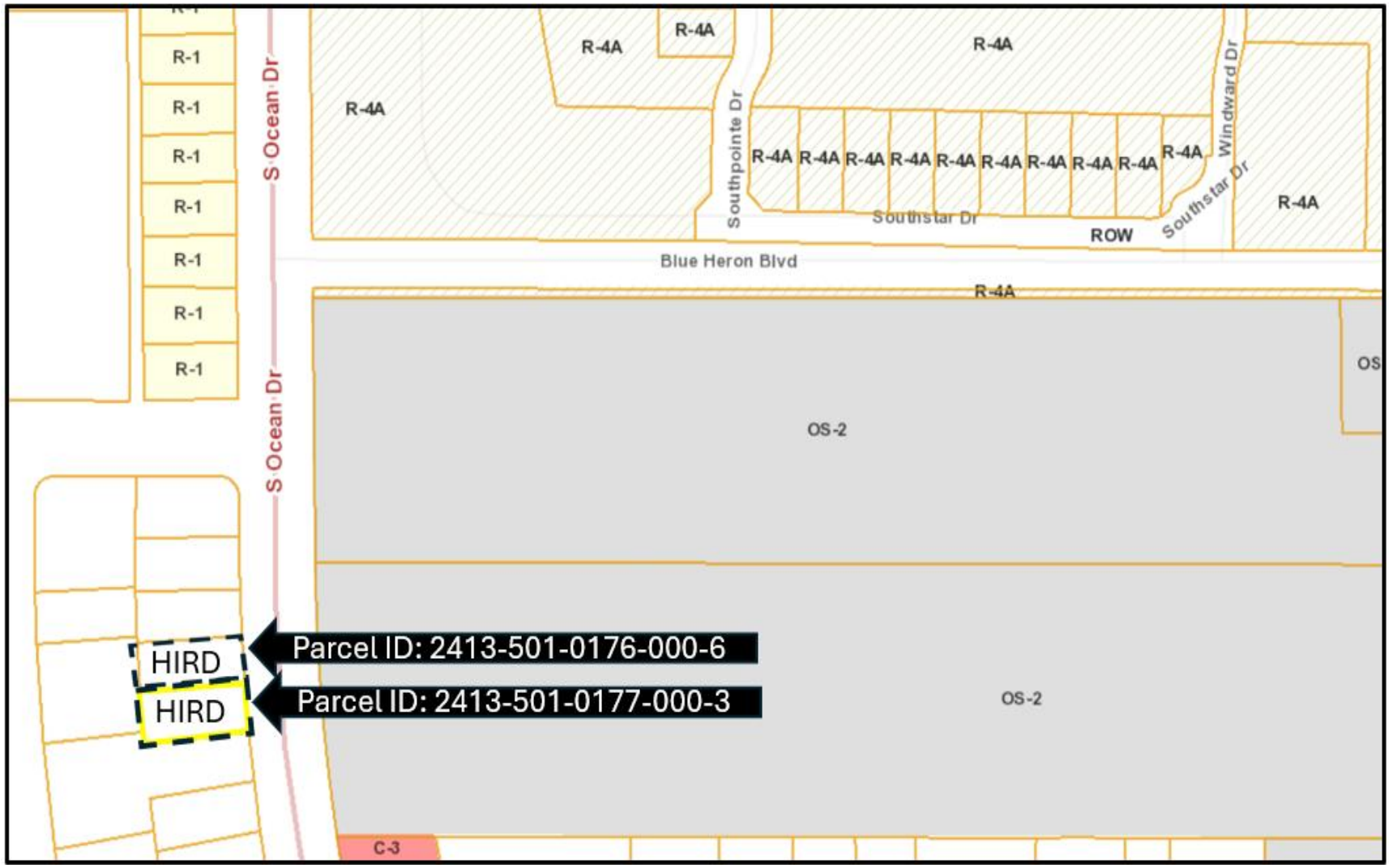
Proposed FLU: RL
(Residential Low Density–City of Fort Pierce)



Guillermo C. ANNEXATION

EXISTING ZONING: County

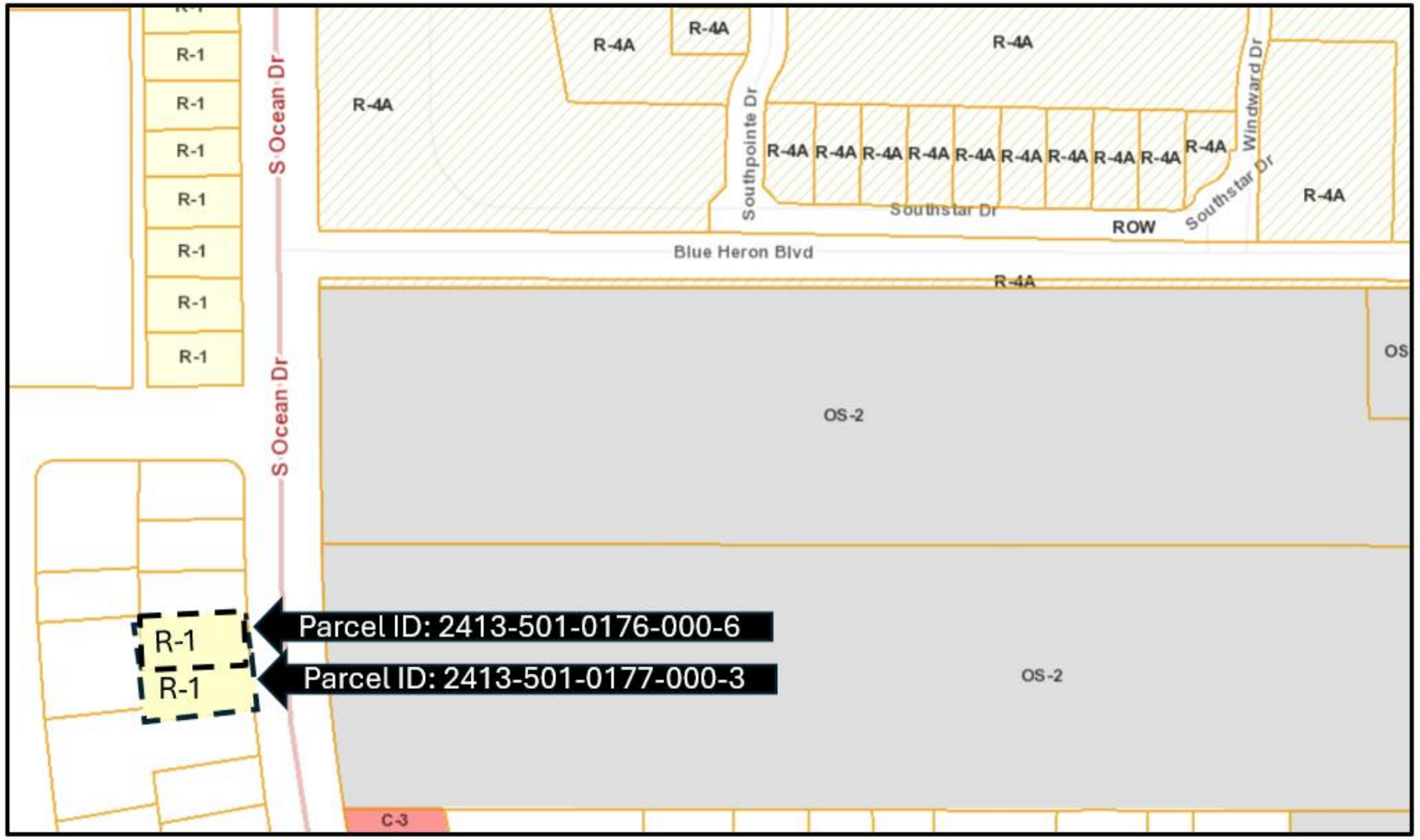
Currently Zoned: HIRD (Hutchinson Island Residential District–(St. Lucie County)



Guillermo C. ANNEXATION

PROPOSED ZONING: City

Proposed Zoning: R-1 (Single-family Low Density–City of Fort Pierce)



Guillermo C. ANNEXATION

RECOMMENDATION

At the September 9th meeting, the Planning Board voted unanimously to approve the annexation.

Staff recommendation is for City Commission to **Approve** the submitted application for annexation.

ALTERNATIVE RECOMMENDATIONS

1. Recommend Approval with conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

November 18th, 2024

Guillermo Annexation

Parcel IDs: 2413-501-0176-000-6 and 2413-501-0288-000-3

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Linda Cox, Acting City Manager

FROM: Kerry C. Driver, Planner

RE: **Application for Voluntary Annexation for Parcel IDs: 2413-501-0176-000-6 and 2413-501-0288-000-3**

BOARD DATE: November 18, 2024

STAFF REPORT

Property Owners/ Applicant Guillermo Claure

Requested Action: Approval of a Voluntary Application for Annexation

Site Locations: N/A

Parcel ID: 2413-501-0176-000-6 and 2413-501-0288-000-3

Parcel Area: **0.38** acres

Current Future Land Use: Residential Suburban (RS)

Current Zoning: Hutchinson Island Residential District (HIRD)

Proposed Future Land Use: Residential Low (RL)

Proposed Zoning: Single-family Low Density (R-1)

Utilities: FPUA

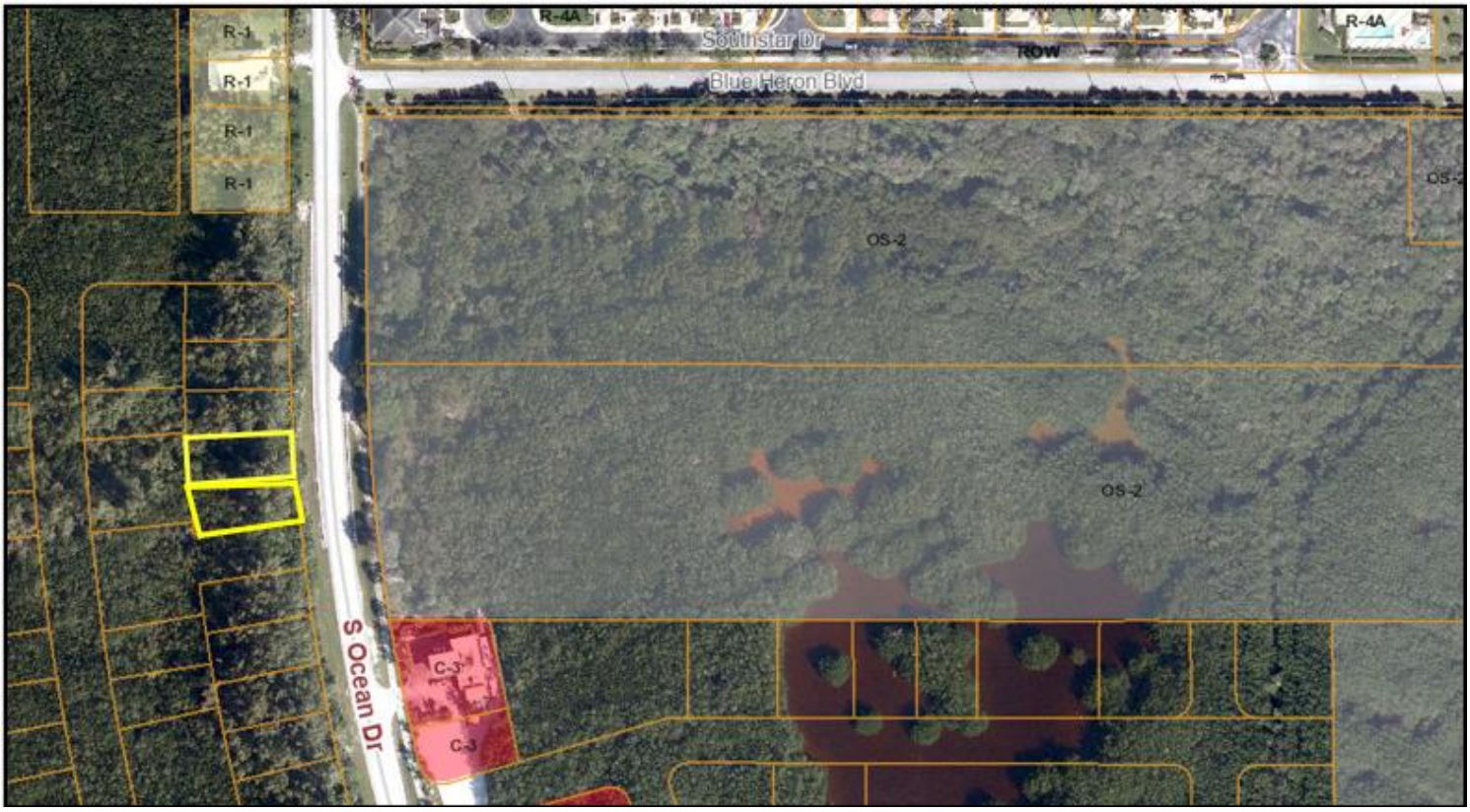
	North	East	South **County**	West
Surrounding FLU:	Residential Suburban (RS) *County*	Residential Suburban (RS) *County*	Conservation & Open Space (COS)	Residential Suburban (RS) *County*
Surrounding Zoning:	Hutchinson Island Residential District (HIRD) *County*	Hutchinson Island Residential District (HIRD) *County*	Conservation Open Space Zone (OS-2)	Hutchinson Island Residential District (HIRD) *County*

Staff Analysis:

Request

This is a voluntary annexation on parcel IDs 2413-501-0176-000-6 and 2413-501-0177-000-3

INSERT LOCATION MAP



*highlighted parcels are located within the City's jurisdiction

The subject properties have a St. Lucie County Future Land Use Designation of Residential Suburban 2 du/ac and a Zoning classification of Hutchinson Island Residential District (HIRD). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed City Future Land Use designation for the parcel will be changed to Residential Low Density (RL) 1-6.5 du/ac and the Zoning classification of Single-family Low Density (R-1).

Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission." Staff has confirmed that the property is located within unincorporated St. Lucie County and are contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

The current taxable value of the property is $37,400 per parcel. Should the Application for Annexation be approved, they could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000. Currently one of the properties lots is vacant and the other has a dwelling structure.

Comprehensive Plan
Staff has reviewed the Comprehensive Plan and finds the proposed annexation are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The properties are within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery."

The subject properties are in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. The parcels are surrounded by properties that are within both the City and County limits. The properties are owned by the same owner. The annexation of the properties would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. Staff is requesting that the City of Fort Pierce Future Land Use and Zoning be modified to Residential Low Density (RL) and Single-family Low Density (R-1), respectively, and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Classifications of RL and R-1, respectively, would be consistent with Policy 1.11.5 and the City's Comprehensive Plan. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of the annexation by mail to the St. Lucie County Administrator's and Attorney's office on October 5, 2024, no fewer than thirty (30) days prior to the first reading of these annexations by the City Commission. Notice by newspaper was submitted for Sundays November 3rd and 17th, 2024 publication.

Technical Review Committee

All affected Departments have reviewed the submittals and have no objections regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan.

Planning Board

The City of Fort Pierce Planning Board, at their September 9, 2024, meeting, voted 7 to 7 to recommend Approval of the annexation.

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation of RL and the Zoning classification of R-1.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5228340 OR BOOK 5028 PAGE 2553, Recorded 08/10/2023 10:36:58 AM Doc Tax: $525.00

Return to:
Florida Title & Guarantee Agency
14050 NW 14th Street, Suite 110
Sunrise, FL 33323

This Instrument Prepared
under the supervision of:

Karene Anderson
Florida Title & Guarantee Agency
14050 NW 14th Street, Suite 110
Sunrise, FL 33323

Property Appraisers Parcel Identification (Folio) No.:
2413-501-0177-000-3 and 2413-501-0176-000-6

Our File No.: 84-23-0240

WARRANTY DEED

This Warranty Deed made this 8th day of August, 2023 by Jonathan Horner and Mary E Horner, a married couple, whose mailing address is 118 Forest Lake Way, Newport, TN 37821, hereinafter called the grantor(s), to Guillermo Claure, a married person, whose post office address is 5705 SW 56 ST, Miami, FL 33155, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor(s), for and in consideration of the sum of $10.00 (ten) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in St. Lucie County, State of Florida, viz:

Lots 4 and 5, Block 11, Surfside Harbor Subdivision, according to the plat thereof, as recorded in Plat Book 10, Page 68 of the Public Records of St. Lucie County, Florida.

Neither the grantor(s) named herein, nor the spouse(s) thereof nor anyone for whose support they are responsible reside on or adjacent to the property herein described and is not therefore their homestead property.

SUBJECT TO: covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2023 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

First Witness Signature

Printed Signature

Second Witness Signature

Printed Signature

Jonathan Horner

Mary E Horner

State of Tennessee

County of Hamblen

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of August, 2023 by Jonathan Horner and Mary E Horner, who has produced TN Driver License as Identification or is personally known to me to be the persons therein.

Notary Public, State of Tennessee

My commission expires: 09/09/2023

Seal

SAMUEL C. CORBETT
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF HAMBLEN

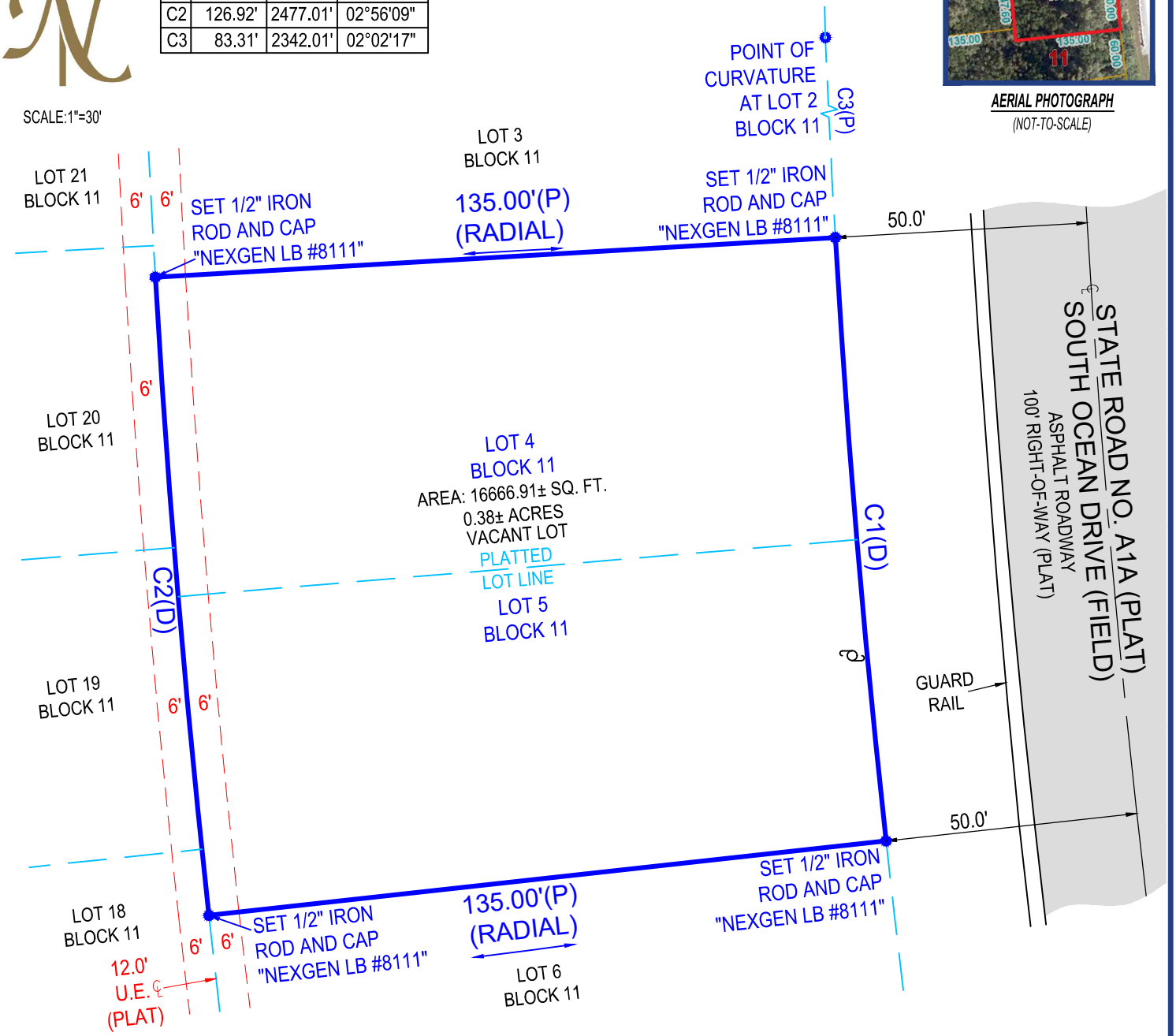
XXXX SOUTH OCEAN DRIVE, FORT PIERCE, FL. 34949
BOUNDARY SURVEY

CURVE TABLE			
	LENGTH	RADIUS	DELTA
C1	120.00'	2342.01'	02°56'09"
C2	126.92'	2477.01'	02°56'09"
C3	83.31'	2342.01'	02°02'17"



AERIAL PHOTOGRAPH
(NOT-TO-SCALE)

SCALE:1"=30'



- ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED

SHEET 1 OF 2 (SKETCH OF SURVEY) - SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, AND OTHER SURVEY RELATED DATA. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS

The survey map & report or the copies thereof are not valid without the digital signature and seal of a Florida licensed surveyor and mapper

Date of Field Work : 07-24-2024
Drawn By: Oleg
Order #: 246385
Last Revision Date: None
Boundary Survey prepared by: LB 8111
NexGen Surveying, LLC.
5615086272
1547 Prosperity Farms
Lake Park FL,33403

NEXGEN SURVEYING, LLC.

THIS SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CLYDE O. MCNEAL PSM 2883 ON 07-25-2024 STATE OF FLORIDA Professional Surveyor and Mapper

LEGAL DESCRIPTION OF: 2413-501-0176-000-6 AND 413-501-0177-000-3, FORT PIERCE, FLORIDA, 34949
LOTS 4 AND 5, BLOCK 11, SURFSIDE HARBOR SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 68 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CERTIFIED TO:
GUILLERMO CLAURE

FLOOD ZONE:
12111C0191K
ZONE: AE
ELEV: 04 FT
EFF: 02/19/2020

SURVEY NOTES:
- NO NOTABLE CONDITIONS FOUND.

LEGEND

A/C	*-AIR CONDITIONER*
WM	*-WATER METER*
AL	*- ARC LENGTH*
(C)	*-CALCULATED*
(M)	*-MEASURED*
P.O.B.	*-POINT OF BEGINNING*
P.O.C.	*-POINT OF COMMENCEMENT*
&	*-AND*
P.B.	*-PLAT BOOK*
PG	*-PAGE*
U.E.	*-UTILITY EASEMENT*
D.E.	*-DRAINAGE EASEMENT*
P.U.E.	*- PUBLIC UTILITY EASEMENT*
L.A.E.	*-LIMITED ACCESS EASEMENT*
L.M.E.	*-LAKE MAINTENANCE EASEMENT*
O.H.E	*-OVERHEAD EASEMENT*
R	*-RADIUS*
(R)	*-RECORD*
O.R.B.	*-OFFICIAL RECORDS BOOK*
Sq.Ft.	*-SQUARE FEET*
Ac.	*-ACRES*
DB	*-DEED BOOK*
(D)	*-DEED*
(P)	*-PLAT*
EOW	*-EDGE OF WATER*
TOB	*-TOP OF BANK*
OHL	*-OVERHEAD LINE*
C/O	*-CLEAN OUT*
ELEV	*-ELEVATION*
FF	*-FINISHED FLOOR*
LS	*-LICENSED SURVEYOR*
LB	*-LICENSED BUSINESS*
PSM	*-PROFESSIONAL SURVEYOR & MAPPER*
	-FENCE
#	*-NUMBER*
±	*-PLUS OR MINUS*
	-ASPHALT
	-CONCRETE
	-PAVER/BRICK
	-WOOD
	-LIGHT POLE
W	*-WELL*
	-WATER VALVE
	-CENTER LINE
	-CATCH BASIN
	-FIRE HYDRANT
	-UTILITY POLE
	-MANHOLE
XXX'	*-ELEVATION*

SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING.

GENERAL NOTES:
1) THIS SURVEY IS BASED UPON RECORD INFORMATION BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2) IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM NEXGEN SURVEYING, LLC. NEXGEN SURVEYING, LLC, ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE. THIS SURVEY IS NOT MEANT FOR SUBMITTAL FOR PERMITTING WITHOUT THE EXPRESS CONSENT OF NEXGEN SURVEYING, LLC. 3) ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES. 4) GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS. 5) UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN. 6) ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988). 7) ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE. 8) CORNERS SHOWN AS "SET" ARE 5/8" IRON RODS IDENTIFIED WITH A PLASTIC CAP MARKED LS (LICENSED SURVEYOR)

LB 8111
info@nexgensurveying.com
5615086272
1547 Prosperity Farms
Lake Park
FL,33403

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Guillermo Claure
5705 SW 56th St.
Miami, FL 33155

Project #: PZANN2024-00001: Annexation– Voluntary Application for Annexation Parcel IDs: 2413-501-0177-000-3 and 2413-501-0176-000-6**– Technical Review Committee Comments for August 15, 2024, TRC Meeting**

City of Fort Pierce Planning Department

Advisory Comments:

1. Please specify if lots will be combined or remain separate lots
2. Any future development plans for lots

Fort Pierce Engineering Department

Annexation approved.

Fort Pierce Building Department

Building Official or his representative has no comment at this time to this meeting but reserves the submission of comments upon completion of the official plan review.

Fort Pierce Police Department

No comments at this time.

St. Lucie County Planning Department

Advisory Comments:

- Wetland Delineation/Minimize Impacts, beginning with an Environmental Consultant
- FPUA Inquiry – Water/Wastewater Service potential, exploring whether the new plan has any bearing only policy limiting service availability here.
- FDOT Permitting – Their ROW (right-of-way), their process/requirements.
-

- Mosquito Control – Inquiry into their data and qualitative considerations of proximity to a known and controlled breeding ground

St. Lucie County PW/Engineering

No comments at this time.

City Clerk Office

No comments at this time.

Code Enforcement

No comments at this time.

Fort Pierce Utilities Authority

- W/WW Engineering: Water is available to serve these parcels. Sewer is not currently available at this location; will have an update on this in the next month or so
- Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.
- Gas: N/A
- FPUA Fiber: N/A

St. Lucie County Fire District

No comments at this time.

Florida Department of Transportation

No comments at this time.

St. Lucie County School Board

No comments at this time.

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

October 5, 2024

George Landry, County Administrator
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Landry,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexation of properties located near the intersection of S. Ocean Drive and Blue Heron Boulevard in Fort Pierce, Florida, Parcel IDs: 2413-501-0177-000-3 and 2413-501-0176-000-6. The first reading of the prospective annexation is scheduled for the City Commission meeting on Monday, November 18, 2024.

Please find enclosed copies of the application and Technical Review Committee memo for this voluntary request by the property owner. Feel free to contact Kevin Freeman, Planning Director, at 772-467-3730, or Kerry C. Driver, Planner at 772-467-3739 with any questions you may have.

Respectfully,

Kerry C. Driver
Planner

cc: Daniel S. Mcintyre, County Attorney
Linda Cox, MBA, City Clerk and Active City Manager
Sara Hedges, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Boundary Survey

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

October 5, 2024

Daniel S. Mcintyre, County Attorney
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Mcintyre,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexation of properties located near the intersection of S. Ocean Drive and Blue Heron Boulevard in Fort Pierce, Florida, Parcel IDs: 2413-501-0177-000-3 and 2413-501-0176-000-6.The first reading of the prospective annexation is scheduled for the City Commission meeting on Monday, November 18, 2024.

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Respectfully,

Kerry C. Driver
Planner

cc: George Landry, County Administrator
Linda Cox, MBA, City Clerk and Active City Manager
Sara Hedges, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Boundary Survey

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, SEPTEMBER 9, 2024, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Gloria Baxevanis; John Heaning; Nichelle Clemons; Justine Carter; Alexander Edwards; Uline Daniel; Anton Kreisl, Chairman

Staff Present: Kev Freeman, Planning Director
Vennis Gilmore, Assistant Planning Director
Kerry Charles, Planner
Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Alll members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the August 12, 2024 meeting.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to approve the minutes from the August 12, 2024, meeting.

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Uline Daniel, Gloria Baxevanis, John Heaning, Chairman Anton Kreisl

Passed

6. NEW BUSINESS

a. Annexation - Guillermo Annexation - Parcel IDs: 2413-501-0176-000-6 and 2413-501-0288-000-3

Ms. Driver gave an overview of the annexation. She stated the applicant is requesting a voluntary annexation of two (2) parcels at or near S. Ocean Drive and Blue Heron Boulevard. The subject properties have a St. Lucie County Future Land Use designation of Residential Suburban (RS) and a St. Lucie County Zoning classification of Hutchinson Island Residential District (HIRD). The proposed City Future Land Use designation is Residential Low Density (RL) and a Zoning classification of Single-family Low Density (R-1). The site area is approximately .38 acres and the current value of the properties is $37,400.

Mr. Heaning asked if the lots to the north and south are in St. Lucie county and why the city cannot annex the entire block. Mr. Freeman said the city does not have an annexation agreement with St. Lucie County and the city would need the majority vote of property owners to agree to be annexed. Mr. Freeman noted that the City Commission would need to discuss the overall annexation policy.

Guillermo Claure, property owner, answered questions from the Board about merging the lots, utilization of the lots and obtaining utilities. He stated he plans to build a single family home on each lot for his daughters, and he has only spoken with the restaurant close by regarding the utilities in the area.

Motion was made by Nichelle Clemons, and seconded by Gloria Baxevanis to forward a recommendation of approval to the City Commission.

AYE: Justine Carter, Alexander Edwards, Uline Daniel, Gloria Baxevanis, John Heaning, Nichelle Clemons, Chairman Anton Kreisl

Passed

b. Final Plat - Gator Trace on The Greens - 4150 and 4200 Gator Trace Road

Mr. Gilmore gave an overview of the application and answered questions from the Board. He stated the Final Plat application is to subdivide two (2) parcels into 67 platted residential lots, two (2) road tracts, two (2) stormwater tracts, one (1) open space tract, one (1) recreation tract, and associated easements and buffers. The subject site is 6.94 acres.

Mr. Freeman provided the board with the projects' prior history. He stated the Planned Development (PD) approval was for 67 units and a Planned Development Amendment application was submitted for 84 units. The Planning Board recommended approval and the City Commission denied the amendment for 84 units based on the underlying development agreement attached to the PD. The City Commission recommended the units be consistent with the underlying PD agreement.

Mr. Freeman noted the site plan is being reviewed as a minor site plan because it fits the threshold, and it does not increase the number of units, or substantially change the stormwater or roads.

Ekrem Uzman, owner, Engineer and General Contractor, stated he purchased the property in 2022. He said since the City Commission denied the request for 83 units, he is now requesting approval for 67 units and will start construction as soon as it is approved.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission with the following two (2) conditions:

1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.
2. Prior to final endorsement of the Plat Mylars by the City of Fort Pierce, the following original documents must be remitted to the City of Fort Pierce Engineering Department:

- Bond No. 800124491 issued on May 9, 2023, in an amount of $872,353.90.
- Bond Continuation Certificate issued on August 16, 2024, which extends the expiration date of Bond No. 800124491 to May 9, 2025.
- Bond Rider issued on July 11, 2024, which increases the value of Bond No. 800124491 from $872,353.90 to $1,202,841.20.
- Bond Rider issued on August 29, 2024, which increases the value of Bond No. 800124491 from $1,202,841.20 to $1,213,661.01.

AYE: Alexander Edwards, Uline Daniel, Gloria Baxevanis, John Heaning, Nichelle Clemons, Justine Carter, Chairman Anton Kreisl

Passed

c. **Zoning Text Amendment - Chapter 121 – Subdivisions - Preliminary Plat Procedures**

Mr. Freeman gave an overview of the text amendment. He explained the Preliminary Plat process is voluntary and is usually used in large developments to start the lot infrastructure and move things forward. The Property Appraiser will not assign parcel identification numbers to Preliminary Plats, so the code is being amended to allow the designation of parcel identification numbers by the St. Lucie County Property Appraiser.

Chairman Kreisl asked if the intention is for property appraisers to assign parcel identification numbers and if any neighboring municipalities have this type of plan in place. Chairman Kreisl highlighted the amended process is an incentive for developers to start building permits and moving dirt, which helps make sense of the money being spent, and keeps the project on track.

Mr. Freeman said the city is now putting the emphasis on the Final Plat, which is where it should be and parcel identification numbers can now be assigned for better record keeping.

No one from the public spoke for or against the text amendment.

Motion was made by Uline Daniel, and seconded by Nichelle Clemons to forward a recommendation of approval of the proposed amendment to the plat process to the City Commission.

AYE: Uline Daniel, Gloria Baxevanis, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Anton Kreisl

Passed

d. **Zoning Text Amendment - Chapter 125-314 – Architectural Design Standards**

Mr. Freeman gave an overview of the text amendment. He said the purpose of the text amendment is to set out what sort of quality development the city is going to get and to help the design professionals work with their clients. Mr. Freeman said the idea is to manufacture the design guidelines into standards without being too harsh on the parameters of the design. He stated the design guidelines have been broken down into general architectural styles with some flexibility, so the Planning Board and staff can negotiate to get to something appropriate. Mr. Freeman noted he is well aware of the potential building and development costs of standardized architectural elements. Mr. Freeman explained that the staff looked at what was happening in Fort Pierce, the history of Fort Pierce and the architectural styles seen in Fort Pierce. He said there are six general broad styles to allow for a wide range of individual identity options and flexibility in terms of architecture. Mr. Freeman showed pictures of each style of building in Fort Pierce: South Florida Style, Anglo-Caribbean Style, Mediterranean Style, Classical Style, Art Deco Style and Masonry Modern Style. Mr. Freeman said he is expecting the applicant to explain how the design has met the standards, what they are trying to achieve in their impression and how the design meets the character of Fort Pierce.

Mr. Freeman explained a separate standards booklet will be created as adopted, so at any time the booklet can be amended based on experience and how the styles look.
He explained an amendment to the code would not be needed, only an amendment to the booklet. The code will relate by reference to the booklet.

Chairman Kreisl asked Mr. Freeman if he foresees amendments to the standards document being made on a regular or annual basis. If so, whatever version of the standards document will be used at the time a building permit is applied for. Mr. Freeman recommended discussing any issues or difficulties in using the standards document at a Planning Board meeting, so changes can be made to the booklet to make it easier to use. Mr. Freeman stated he would like to incorporate more examples of designs that have been well received by the Planning Board, so architects and applicants have a better reference of what is expected of them when they come forward.

Chairman Kreisl suggested adding lighting for safety and security purposes and also for color conformity to the standards. He noted the color temperature of the building facade lighting, for elements of the building that face the street, can be helpful in creating continuity.

Mr. Heaning asked about flexibility with large hotels having their own style. Mr. Freeman said he understands corporations and large entities have their own prototype, template and styles, and they want their brand carried through when they are building something. He stated that brands have different designs and a catalog of architectural styles which is used to look at what kind of architectural design requirements the city has.

Ms. Carter asked if the standards would apply to both residential and commercial properties. Mr. Freeman stated the state statute does not allow city or planning departments to set architectural standards for single-family homes or duplexes unless the city has standards in place or the property is in the Community Redevelopment Area (CRA).

Mr. Freeman said the standards will allow the city to get engaged more with the design of properties within the infill lots. He stated at a future date he would like the city to have a catalog of pre-approved architectural designs for infill projects. The designs would be pre-approved, off the shelf, ready at a fixed cost.

Ms. Carter asked how staff determines what design is okay. Mr. Freeman said there is a bit of subjectivity, but there are some underlying basic criteria. He stated it is up to the design

professional to say I met the design criteria, even though it may not look like any of the styles. Mr. Freeman highlighted that the city does not want to end up like a museum where everything looks the same.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval to the City Commission for the proposed Zoning Text Amendment and Fort Piece Architectural Standards Guideline to Sec.125-314 Design Review.

AYE: Gloria Baxevanis, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Uline Daniel, Chairman Anton Kreisl

Passed

7. COMMENTS FROM THE PUBLIC

There were no comments from the public.

8. DIRECTOR'S REPORT

Mr. Freeman said the ordinances for development on small lots,"Innovative Community Development, Amendments to Definitions and Use Criteria", were approved at the last City Commission meeting. He said the approved ordinances are another step in putting pieces together to having a very flexible code, to enable the Planning Board to do a more thorough job and to have the tools to do that.

Mr. Freeman said he is working on the sign code, which will be very appropriate for the architectural design standards and bring consistency with lighting and sizes.

Mr. Freeman said he has been working on the city port for two years, and he is hoping to get closer to the end soon.

Mr. Freeman said the landscaping is the next big piece of the code that he will be working on. He is not aiming to be restrictive, but more consistent throughout the city and with neighborly respect.

9. BOARD COMMENTS

Chairman Kreisl extended his gratitude to the City Commission for allowing him to remain on the Board for another two years. He was very happy to see how many people applied for the seat on the Board.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: KERRY DRIVER, PLANNER

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: ANNEXATION - PARCEL IDS: 2413-501-0177-000-3 AND 2413-501-0176-000-6 (S. OCEAN DRIVE AND BLUE HERON BOULEVARD)

CAO RLS FILE: RLS 24-327

DATE: AUGUST 27, 2024

I have reviewed the above Request for Legal Services (RLS) related to the annexation of two parcels at or near the intersection of S. Ocean Drive and Blue Heron Boulevard. Please make the following changes to the draft Ordinance:

1. Correct the spelling of Heron in the title block from Heorn to Heron.
2. Per the request of the City Clerk, please do not include the zoning designation or land use designation in the title block. They should read as follows:
    a. ESTABLISHING ZONING DESIGNATION; ESTABLISHING LAND USE DESIGNATION;
3. In Section 1, the "is" should be changed to "are" to read as follows: "… and the following properties are hereby annexed into the City:"

With the above changes, the Ordinance is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation – Parcel ID: 2413-501-0176-000-6
Parcel ID: 2413-501-0288-000-3

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: November 3, 2024
November 17, 2024

NOTICE BY MAIL: N / A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kerry C. Driver **TITLE:** Planner

SIGNATURE: **DATE:** October 25, 2024

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

11/03/2024, 11/17/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/17/2024

Legal Clerk

Notary, State of WI, County of Brown

3·7·27

My commission expires

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Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes and Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, November 18, 2024 and December 2, 2024, hold a Public Hearing on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of the following:

ORDINANCE NO. 24-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) PARCELS AT OR NEAR THE INTERSECTION OF S OCEAN DRIVE AND BLUE HERON BOULEVARD AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING ZONING DESIGNATION; ESTABLISHING LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 11/03/2024, 11/17/2024

TR-10590797

City Commission Regular Meeting - 5:05 pm **12. b.**

Meeting Date: 12/02/2024

Re: Text Amendment to the Code of Ordinances - Design Standards

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Legislative Hearing - Ordinance 24-043 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125, Zoning, Article VII, Supplementary Regulations, Division 1 - Generally, Section 125-314 Design Review, to provide for General Design Review updates and allow for architectural Design Standards, which shall be adopted by Resolution; providing for a severability clause, repealing all Ordinances or parts thereof in conflict, and providing an effective date. - SECOND READING.

SUMMARY:

The quality and compatibility of proposed development in the city is of critical public concern for all building and/or site improvements. The proposed amendment to replace the design guidelines with Architectural Standards is intended to provide a basic template for building design and siting within the City of Fort Pierce,

The desired architectural styles are purposefully broad in their categorizations in order to provide a wide range of detailing options and flexibility. It should be noted that the styles will have stricter application within the City's Central Business District, Fort Pierce Redevelopment Area, the City's Historical Districts, for innovative community development, and for conditional uses. Definitions are incorporated into the proposed Architectural Design Standards, to be adopted by Resolution.

The standards will facilitate consistency within the review process by denoting clear architectural expectations for both the reviewer and the designer.

RECOMMENDATION:

Staff recommend APPROVAL of the proposed amendments to Sec. 125-314 - Design Review Code.

ALTERNATIVES:

Approval with amendment(s).

or

Disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Committee: May 2024
Planning Board: September 2024
City Attorney.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Presentation
Draft Ordinance
Public Notification Certification
Business Impact
City Attorney Memo
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	11/04/2024 04:13 PM

Form Started By: Kev Freeman
Started On: 10/25/2024 10:36 AM
Final Approval Date: 11/19/2024

CITY OF FORT PIERCE

City Commission

December 2nd, 2024

TEXT AMENDMENT Sec 125-314
ARCHITECTURAL DESIGN STANDARDS

SUMMARY

Text amendments to City Code Sec. 125-314 and Adoption of the City's Architectural Design Standards by Resolution 24-R57.

PROPOSED AMENDMENT

The quality and compatibility of proposed development in the city is of critical public concern for all building and/or site improvements.

The proposed amendment to replace the codes existing Design Guidelines with Architectural Standards and is intended to provide a basic template for building design and appearance within the City of Fort Pierce.

The standards will facilitate consistency within the review process by denoting clear architectural expectations for both the reviewer and designer.

RECOMMENDATION

Staff recommends APPROVAL of the proposed Zoning Text Amendment to Sec. 125-314 – Design Review.

ALTERNATIVE RECOMMENDATION

1. Recommend Modified Approval.

or

2. Recommend Disapproval.

DESIGN STANDARDS – TO BE ADOPTED BY RESOLUTION

The Architectural Design Standards address development of Single-Family, Duplex, Townhome, Multi-Family, Commercial, Professional, Retail and Mixed-Use Development:

The Standards also provide for Innovative Community Development of Single-Family, Duplex and Accessory Dwelling Units on small lots. Some platted lots in the City are as narrow as 37 feet. The required setbacks under standard zoning districts make their development difficult.







ARCHITECTURAL DESIGN STANDARDS

DESIGN STANDARDS – TO BE ADOPTED BY RESOLUTION

The following architectural styles are identified as appropriate for the city based on historical precedent and building scale:

South Florida Style

Anglo-Caribbean Style

Mediterranean Style

Classical Style

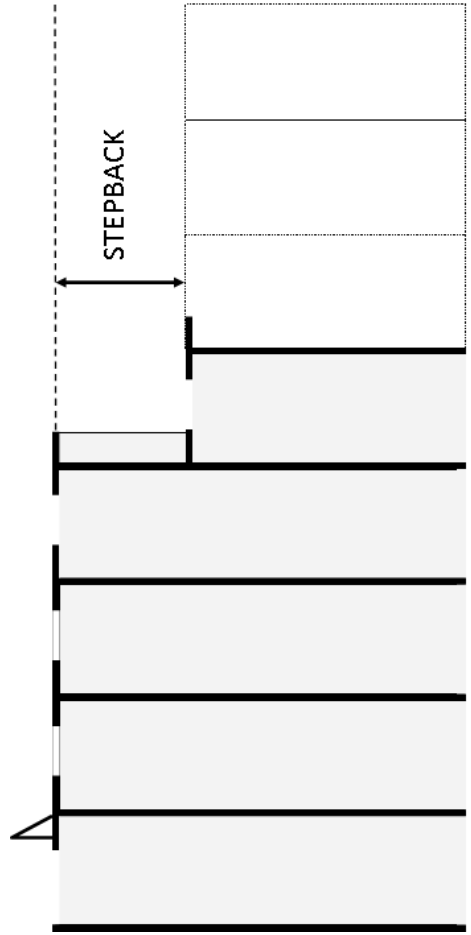
Art Deco Style

Masonry Modern Style

These styles are purposefully broad in their categorizations to provide a wide range of detailing options and flexibility. Alterative styles to those indicated within the regulations are allowed.

DESIGN STANDARDS FOR COMMERCIAL, PROFESSIONAL, RETAIL, MULTI-FAMILY AND MIXED-USE BUILDING DESIGN

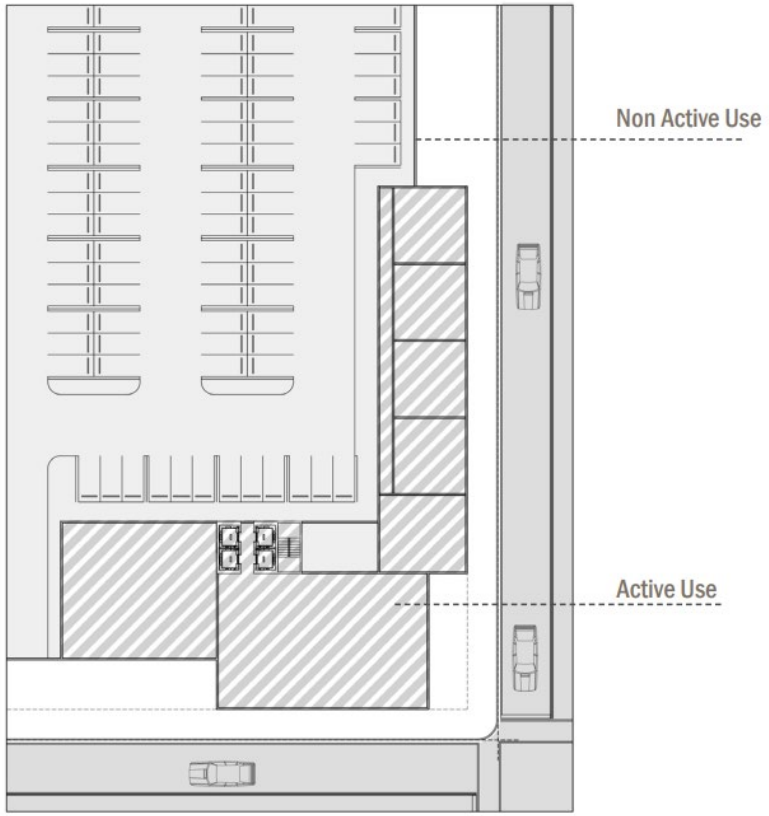
- Facades
- Materials & Design
- Pedestrian Environment
- Stepbacks
- Awnings, Balconies and Canopies
- Tower elements
- Lighting
- Rooftops
- Signs
- Parking



DESIGN STANDARDS FOR COMMERCIAL, PROFESSIONAL, RETAIL, MULTI-FAMILY AND MIXED-USE BUILDING DESIGN

- Facades
- Materials & Design
- Roofs
- Rooftops
- Entrances – Porches
- Windows

DESIGN STANDARDS FOR COMMERCIAL, PROFESSIONAL, RETAIL, MULTI-FAMILY AND MIXED-USE BUILDING DESIGN



Active Uses

The first floors of all buildings facing main streets must be designed to encourage pedestrian activity along these major corridors.

SOUTH FLORIDA STYLE

ROOF STYLE	GABLED, OVERHANG WITH EXPOSED RAFTER TAILS
ROOF SLOPE	BETWEEN 6:12 and 12:12
ROOF MATERIAL	STANDING SEAM or 'V' CRIMP METAL or ASPHALT SHINGLES or WOODEN SHAKES
PARAPETS	NO
FACADE	HORIZONTAL WOOD LAP SIDING (4" to 6") or STUCCO or FIBER CEMENT SIDING or VERTICAL BOARD AND BATTEN.
OPENINGS	VERTICALLY PROPORTIONED WITH WOODEN SURROUNDS, SHUTTERS
FINISHES	DEEP ROOF OVERHANGS
PORCHES	REQUIRED – SINGLE OR FULL HEIGHT with DECORATIVE RAILING
BALCONIES	SEE PORCHES





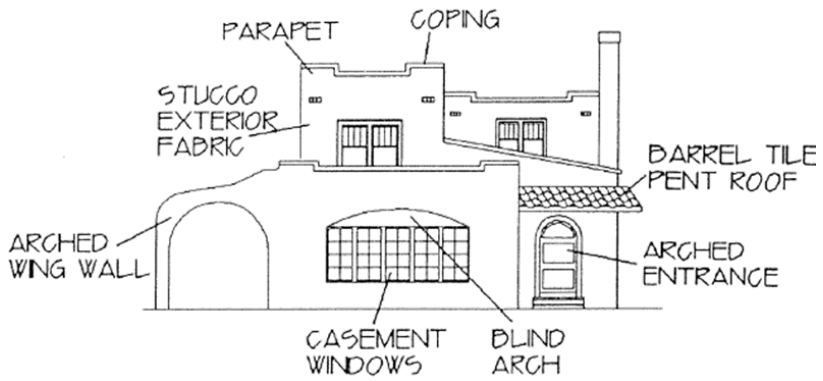
ANGLO-CARRIBEAN STYLE

ROOF STYLE	HIPPED with PARAPET
ROOF SLOPE	BETWEEN 4:12 and 8:12,
ROOF MATERIAL	STANDING SEAM or 'V' CRIMP METAL or ASPHALT SHINGLES or SLATE
PARAPETS	PARAPET WALLS USED TO CONTAIN ROOF ENDS ARE COMMON ON FRONT FACADES
FACADE	HORIZONTAL WOOD LAP SIDING (4" to 6") or STUCCO or FIBER CEMENT SIDING or VERTICAL BOARD AND BATTEN
OPENINGS	VERTICALLY PROPORTIONED, DOORS RECESSED WITH PRONOUNCED SURROUNDS, MINIMAL STONE, or STUCCO WINDOW SURROUNDS
FINISHES	DEEP ROOF OVERHANGS WITH EXPOSED RAFTER TAILS, BRACKETS OFTEN USED, SMOOTH STUCCO, EARTH TONE COLORS, SHUTTERS
PORCHES	REQUIRED – SINGLE OR FULL HEIGHT with DECORATIVE RAILING
BALCONIES	SUPPORTED BY BRACKETS

MEDITERRANEAN STYLE

ROOF STYLE	FLAT WITH PARAPET, or HIPPED, or GABLED, or COMBINATION
ROOF SLOPE	BETWEEN 3:15 and 6:12, or FLAT with PARAPET
ROOF MATERIAL	BARREL TILE, or SPANISH 'S' TILE, or FLAT
PARAPETS	CURVING or BELL-SHAPED, REPEATED ON DORMERS OR PORCHES
FACADE	STUCCO, ASYMMETRICAL DESIGN
OPENINGS	MAY BE ARCHED
FINISHES	MINIMAL ORNAMENTATION, ROOF DRAINS MAY PIERCE THE PARAPET IN DECORATIVE PATTERNS, MOLDED CORNICE, BRACKETS SUPPORT DEEP ROOF OVERHANGS IF PRESENT, SHUTTERS
PORCHES	OPEN DESIGN, PIERS SUPPORT THE ROOF, MAY EXTEND BEYOND THE FACADE
BALCONIES	ALLOWED, SUPPORTED BY BRACKETS





CLASSICAL STYLE

ROOF STYLE	HIPPED, GABLED, or COMBINATION
ROOF SLOPE	SHALLOW, BETWEEN 3:12 and 6:12
ROOF MATERIAL	SHINGLE, BARREL TILE, SPANISH 'S' or FLAT CONCRETE
PARAPETS	NO
FACADE	BASE, MIDDLE, TOP (CLASSICAL ELEMENTS)
OPENINGS	VERTICALLY PROPORTIONED WITHIN BAY SPACING
FINISHES	COLUMNS WOOD or MASONRY (1:7 to 1:10)
PORCHES	REQUIRED
BALCONIES	REQUIRED



ART DECO STYLE

ROOF STYLE	FLAT, CONCEALED BY PARAPET
ROOF SLOPE	FLAT
ROOF MATERIAL	N/A
PARAPETS	EMBELISHED, ORNAMENTAL MASONRY
FACADE	ROUNDED CORNERS, STREAMLINED DESIGN, HORIZONTAL LINES, ABSTRACT GEOMETRIES, TOWERS AND SIGNAGE VERTICALLY ORIENTED
OPENINGS	NOT ARCHED, PROTECTED BY CATELEVERED EYBROW, WINDOWS POTENTALLY LOCATED AT CORNERS
FINISHES	STUCCO – COLORED WITH LIGHT, NUETRAL or PASTEL
PORCHES	MASONRY STOOP
BALCONIES	REQUIRED





MASONRY MODERN STYLE

ROOF STYLE	FLAT
ROOF SLOPE	FLAT (MAY BE USED AS TERRACE)
ROOF MATERIAL	N/A
PARAPETS	USED TO ENCLOSE TERRACE
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OPENINGS	WINDOWS, VERTICALLY ORIENTED AND RECESSED BACK FROM THE FAÇADE,
FINISHES	STUCCO, STONE, PRECAST, PRIMARY COLOR WHITE or CREAM, OTHER COLORS USED AS HIGHLIGHTS
PORCHES	NOT REQUIRED, ENTRANCE CLEARLY DEFINED
BALCONIES	ALLOWED



RECOMMENDATION

Staff recommends ADOPTION of the proposed City of Fort Pierce Design Standards by Resolution 24-R57.

ALTERNATIVE RECOMMENDATION

1. Adoption of Modified Standards.

or

2. Disapproval.

CITY OF FORT PIERCE

City Commission

December 2nd, 2024

TEXT AMENDMENT Sec 125-314
ARCHITECTURAL DESIGN STANDARDS

SUMMARY

Text amendments to City Code Sec. 125-314 and Adoption of the City's Architectural Design Standards by Resolution 24-R57.

PROPOSED AMENDMENT

The quality and compatibility of proposed development in the city is of critical public concern for all building and/or site improvements.

The proposed amendment to replace the codes existing Design Guidelines with Architectural Standards and is intended to provide a basic template for building design and appearance within the City of Fort Pierce.

The standards will facilitate consistency within the review process by denoting clear architectural expectations for both the reviewer and designer.

RECOMMENDATION

Staff recommends APPROVAL of the proposed Zoning Text Amendment to Sec. 125-314 – Design Review.

ALTERNATIVE RECOMMENDATION

1. Recommend Modified Approval.

or

2. Recommend Disapproval.

DESIGN STANDARDS – TO BE ADOPTED BY RESOLUTION

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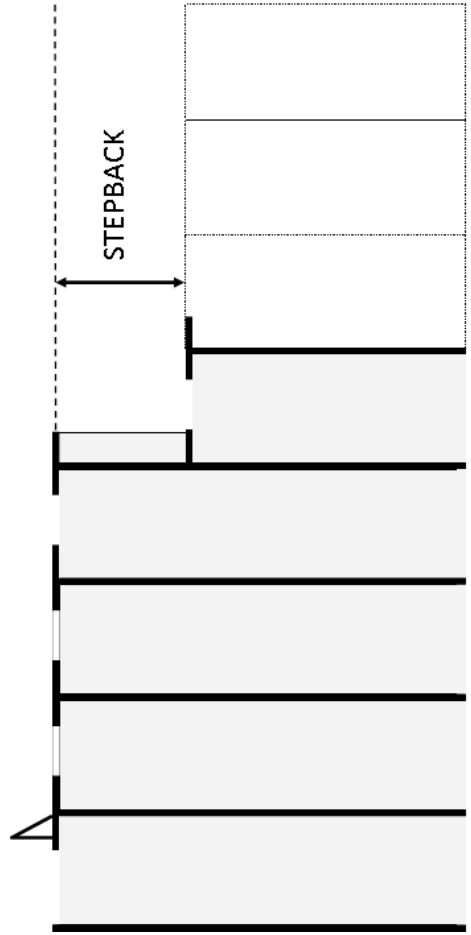
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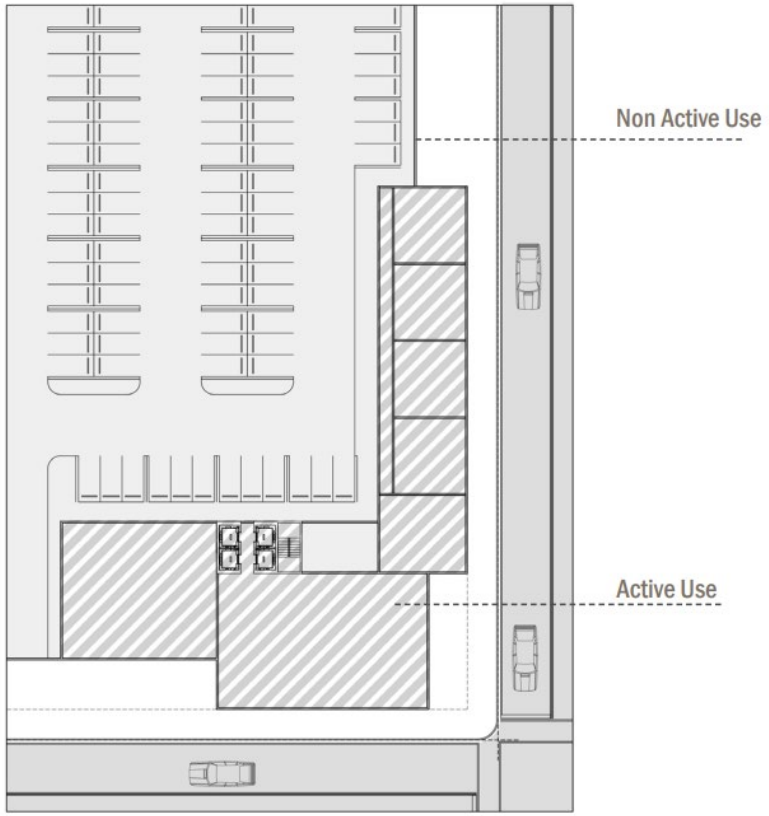
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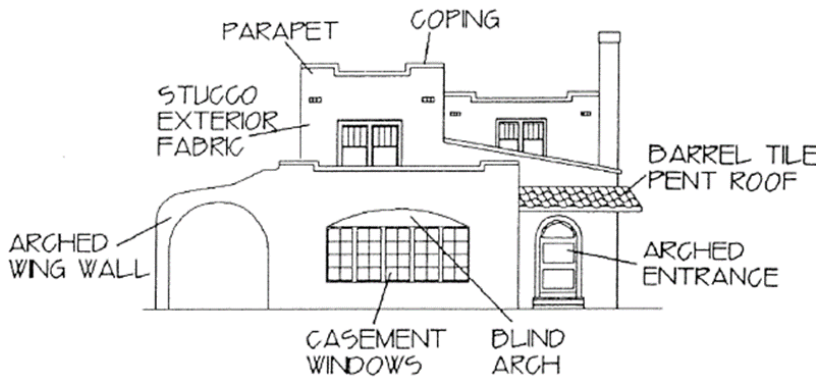
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BALCONIES	ALLOWED, SUPPORTED BY BRACKETS





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BALCONIES	REQUIRED





MASONRY MODERN STYLE

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PORCHES	NOT REQUIRED, ENTRANCE CLEARLY DEFINED
BALCONIES	ALLOWED



RECOMMENDATION

Staff recommends ADOPTION of the proposed City of Fort Pierce Design Standards by Resolution 24-R57.

ALTERNATIVE RECOMMENDATION

1. Adoption of Modified Standards.

or

2. Disapproval.

ORDINANCE NO. 24-043

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING CHAPTER 125 – ZONING, ARTICLE VII - SUPPLEMENTARY REGULATIONS, DIVISION 1 – GENERALLY, SECTION 125-314 – DESIGN REVIEW** TO PROVIDE FOR GENERAL DESIGN REVIEW UPDATES AND ALLOW FOR ARCHITECTURAL DESIGN STANDARDS WHICH SHALL BE ADOPTED BY RESOLUTION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the quality and compatibility of proposed development in the city is of critical public concern for all building and/or site improvements; and

WHEREAS, Architectural design standards are required to encourage quality site and architectural design and construction compatible with the scale and character of the city's mix of existing buildings and land uses; and

WHEREAS, Section 125-314 is amended to remove the design guidelines and to adopt the City of Fort Pierce Architectural Design Standards by reference; and

WHEREAS, the City of Fort Pierce Architectural Design Standards set out various design standards, which are not limited to the following, to regulate the character, style, massing, rhythm, form, and articulation of buildings and property; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their September 10, 2024, meeting, voted 7 to 0 to recommend approval of the request.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Chapter 125 – Zoning, Article VII – Supplementary Regulations, Division 1 – Generally, Section 125-314 – Design Review, is hereby amended, so the same shall read as follows:

Sec. 125-314. Design review.

(a) *Applicability.* All development requiring site plan approval, ~~or development abutting arterial roads,~~ which submits application for development subsequent to the enactment of the ordinance from which this section is derived, shall be subject to the city's design review process. In addition, all city-sponsored development projects not subject to site plan review shall require administrative review and approval according to the ~~guidelines of this section. Such development proposals shall be reviewed for consistency with the city's~~Architectural Design Standards, which shall be adopted by resolution by the city commission. ~~design review guidelines outlined in this chapter. Until such time as a separate design review board is established, t~~The city's planning board shall function as the design review

board and shall be responsible for such design review, which shall be completed as part of the development review process. Applications for design review approval must satisfy the application submission requirements and shall be submitted to the planning department. Design review related to any changes to historic structures, or any new construction on an historic site or in an historic district shall be reviewed by the historic preservation board in lieu of the design review board in accordance with chapter 111. Use of obligatory verbs in this section such as "shall" and "must" are imperatives applicable as binding directives of the ordinance. Discretionary language such as "should," "may," "might," and "is encouraged" are applicable as general guidance for design choices. Design choices based on discretionary language will be subject to the assessment and recommendation of the planning director and the design review board.

(b) *Purpose.* ~~Design review guidelines proposed in this section shall be considered as addenda to rather than replacement of existing code requirements of this chapter.~~ The quality and compatibility of all proposed development in the city is of critical public concern for all building and/or site improvements. The city's Architectural Design Standards ~~design review guidelines suggest~~ require ~~approaches to design situations that~~ buildings to ~~will~~ contribute to the existing and developing character of the city. The intent of the city's design review process is not to stifle innovative architecture but rather to ensure respect for and reduce incompatible and adverse impacts on the visual experience throughout the city. This shall be accomplished through respectful interpretation of vernacular building typologies and styles in proposed development. Proposed designs shall take cues from traditional proportioning systems and be synonymous with a chosen style. ~~The city's exemplary wood and masonry vernacular buildings are characterized by a blend of Cracker, Classical Revival, Victorian, Mediterranean, including Mission and Spanish Eclectic, Streamlined Art Deco, Mid-Century Modern, Colonial, Prairie and Craftsman styles. Interpretation of this vernacular palette, influenced by the tropical climate and regional architectural patterns, is strongly encouraged.~~ The ~~guidelines~~ Architectural Design Standards serve to encourage quality site and architectural design and construction compatible with the scale and character of the city's mix of existing buildings and land uses. Consideration of quality and compatibility shall be based on the massing, form and articulation of building walls, and order, rhythm and proportion of doors and windows rather than gratuitous decoration and ornamentation. ~~It is the further purpose of this section to provide procedures whereby exceptions to specific criteria may be made in appropriate situations to advance the stated purpose of this section.~~

(c) *Submission requirements.* Applications for design review approval shall be submitted on a supplemental application form as published by the planning department along with the appropriate fee as required by section 125-36. All presentation materials shall include a graphic scale and may include scale figures of pedestrians, vehicles and other common elements found in the public environment. The following materials must be submitted with an application, unless waived by city administrative staff as not necessary, before an application shall be considered complete and accepted for review:

(1) *Required application documents.* ~~*Administrative approval.*~~

a. A survey (one-inch equals 30 feet minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 123-66, location of bordering streets and, if applicable, wetlands and beaches.

b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment, and other site features that may influence design elements.

c. A ~~draft~~ written narrative describing the design intent of the project, its goals, and objectives and how it reflects the site analysis study results.

d. Context photographs of neighboring uses and architectural styles.

e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. ~~Documentation of such buildings is available in the city's planning department.~~

f. Photographs of all existing structures located on the property. If existing structures on the property are more than 50 years of age, documentation of these structures with data from the Florida Master Site File form is also required.

g. ~~Conceptual s~~Site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs, and landscaping.

h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed

planting areas. Planting schedule with sizes of proposed plantings must be included.

i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials, and actual color samples that demonstrates cohesiveness with the project design.

j. Exterior elevations showing architectural character, external architectural features, and streetscape of the proposed development, including materials, colors, shadow lines, and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.

k. ~~Design review concurrent with conceptual development plan procedure according to section 125-313(e) is also available.~~ A color board (11 inch by 17 inch, maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

~~(2) *Final approval.*~~

~~a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.~~

~~b. A final site plan meeting the requirements of section 125-313.~~

~~c. A final site lighting plan that meets the requirements of section 125-313(d)(8).~~

~~d. A final landscape plan that meets the requirements of articles II and III of chapter 123.~~

~~e. Final floor plans and elevation drawings (one-eighth inch equals one foot minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.~~

~~f. A color board (11 inch by 17 inch maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.~~

(d) *Procedure for approval.* When site plan approval is required pursuant to section 125-313, the following procedure relating to design review shall take place ~~at the same time~~ concurrently:

(1) The application for design review approval shall be submitted to the planning department when the application ~~is made~~ for site plan approval is made. The planning department shall review the application for ~~design review approval~~ sufficiency to ensure that it conforms with ~~requirements~~ the submittal requirements of this section. If additional information is required, then the applicant shall be advised and provided with a timeline to make the application whole. If the application remains incomplete, then the submittal shall be deemed withdrawn, and the applicant advised of such. If the application is sufficient and conforms with the submittal requirements, it shall be processed as indicated in this section for a major or minor site plan.

(e) *Major site plan*. ~~If there are no violations,~~ The design review shall be considered by the design review board concurrently with the major site plan review. ~~t~~The planning department shall forward the design review application ~~for design review~~ to the design review board with a written report o~~f~~n the application's conformity with the Architectural Design Standards, as adopted. ~~city's design review guidelines set out in this section~~. ~~This submittal will be made at the same time that a site plan is submitted in accordance with section 125-313(f) to the planning board.~~

(1~~2~~) The design review board shall review the application and make a recommendation to the commission for approval or disapproval. If the board recommends disapproval, the reasons shall be stated. The board shall consider the following standards:

a. The design, including landscape features, is architecturally compatible with surrounding structures so as to be reasonably harmonious in landscaping, style, and color;

b. If the property is located within a historic preservation district, the design features are reasonably consistent with the historic character of the predominant architectural style within the district;

c. The design features will enhance or preserve the quality of the surrounding area so as not to detract from existing property values or impact adversely on existing scenic, natural, or historic beauty;

d. The design avoids undue monotony in structural design features.

The board may condition recommendation for approval upon an applicant obtaining of a suitable variance pursuant to division 3 of article II of this chapter.

(23) The city commission shall hold a hearing on the application for design review approval at the same time it conducts a hearing on the major site plan. It shall not approve the application for design review approval if:

a. The application does not meet all applicable provisions of this Code;

b. The health, safety, and general welfare of the public are not properly provided for.

(f) (4) *Minor site plan*. The design review shall be considered administratively by the planning department. When development does not require site plan approval in accordance with section 125-313, but does involve property abutting an arterial road, design review approval shall be requested through a minor application. The planning department shall approve such minor application for design review approval if it meets the requirements of the Architectural Design Standards, as adopted. this section.

(g) (5) *Amendment, change or modification of an approved design*. Any change or modification in an approved application for design review shall be approved in the same manner as required for original approval except that the planning department may itself authorize a change or modification if such change or modification is minor and does not substantially alter the design characteristics or features previously approved. A proposed change or modification shall not be considered until a completed application form and filing fee are received by the planning department. If design review approval was originally part of a major site plan approval, necessary because the development requires site plan approval in accordance with section 125-313, and the planning department determines that a proposed change or modification is minor, the planning department shall advise the city commission of its intent to approve a minor change or modification and the change or modification shall then become effective unless the city commission finds that the proposed change or modification is substantial, not minor, whereupon the request for change or modification shall be reviewed by the same procedure required for original approval.

(he) *Expiration of approval.*

(1) Expiration of approval shall coincide with expiration of the associated site plan.

(2) Where site plan approval is not required, the applicant shall have one year to complete the approved activity.

~~(f) *Definitions.* Words and terms not defined in this section shall be interpreted in accordance with their normal dictionary meaning and customary usage. The following words, terms and phrases, when used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Appearance* means the outward aspect visible to the public.~~

~~*Appurtenances* means the functional objects accessory to and part of buildings.~~

~~*Architectural character* means the composite or aggregate of the characteristics, inferences or implications of structure, form, materials and function of a building, group of buildings, or other architectural composition.~~

~~*Architectural feature* means a prominent or significant part or element of a building, structure or site.~~

~~*Architectural style* means the characteristic form and detail, as of buildings of a particular historic period.~~

~~*Berm* means a raised form of earth to provide screening or to improve the aesthetic character.~~

~~*City* means the City of Fort Pierce, or the area within the Urban Services Boundary of St. Lucie County.~~

~~*Civic* means of or relating to a citizen, a city, a citizenship or civil affairs.~~

~~*Cohesiveness* means unity of composition and style between design elements of a building or group of buildings and their appurtenances, including site arrangement, landscape, signage and graphics.~~

~~*Development* means any building activity requiring a permit from the City of Fort Pierce.~~

~~*Encroachment* means the building of a structure within the yard area of the parcel or parcels on which an application for development is applied.~~

~~*Exterior building component* means an essential and visible part of the exterior of a building.~~

~~*External architectural feature* means the architectural style and general arrangements of such portion of a building or structure as is designated to be open to view from a public street, place or waterway, including the kind, color and texture of the building material of such portion and the type of window, doors, lights, attached or ground signs, and other fixtures appurtenant to such portion.~~

~~*Frontage line* means the line upon which the front wall of a building sits and is synonymous with its front yard line (setback). Frontage lines also exist for side walls facing a public right-of-way. Porches, stoops, balconies and bay windows may protrude beyond the frontage line as specified in this section.~~

~~*Landscaping* means all forms of planting and vegetation, ground forms, rock groupings, water patterns, walls, fences, driveways and pools and all other visible construction except buildings and utilitarian structures.~~

~~*Logic of design* means accepted principles and criteria of validity in the solution of the problem of design.~~

~~*Mechanical equipment* means equipment, devices and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning and similar purposes.~~

~~*Minor application* means applications for development which do not require site plan approval as defined in section 125-313(b).~~

~~*Miscellaneous structures* means structures, other than buildings, visible from public ways. Examples are: Memorials, stagings, antennas, water tanks and towers, sheds, shelters, fences and walls, kennels, transformers, or drive-up facilities.~~

~~*Open space* means a spatially-defined public area bound by streets, structure or landscape so as to be differentiated from private outdoor areas in use and design. These areas shall follow logic of design within the site plan and generally be regular in shape.~~

~~*Plant materials* means trees, shrubs, vines, ground covers, grass perennials, annuals and bulbs.~~

~~*Preservation* means the protection and care which prevent destruction or deterioration of significant structures, buildings or natural resources.~~

~~*Proportion* means relationship of parts of a building, landscape, structures or buildings to each other and to the whole; balance.~~

~~*Scale* means harmonious relationships of the size of parts to one another and to the human figure.~~

~~*Screening* means a structure or planting which conceals from view from public ways the areas behind such structure or planting.~~

~~*Shrub* means a multi-stemmed woody plant other than a tree.~~

~~*Site break* means a structural or landscape device to interrupt long vistas and create visual interest in a site development.~~

Street hardware means objects other than buildings, structures and plantings located in streets and public ways and outside of buildings. Examples are lamp posts, utility poles, traffic lights, traffic signs, benches, litter containers, planting containers, letter boxes and fire hydrants.

Streetscape means the scene as may be observed along streets composed of natural and manmade components including buildings, paving, planting, street hardware and miscellaneous structures.

Utilitarian structure means a structure or enclosure relating to mechanical or electrical services to a building or development.

Utility hardware means devices such as poles, crossarms, transformers and vaults, gas pressure regulating assemblies, hydrants and buffalo boxes that are used for water, gas, oil, sewer and electrical services to a building or a project.

Utility service means any device, including wire, pipe and conduit, which carries gas, water, electricity, oil and communications into a building or development.

Waterway means any canal, lake, river, tributary, channel, lagoon or connecting water within or adjacent to the boundaries of the city.

(g) *Design review guidelines.*

(1) *Roofs.*

a. Principal pitched roofs of wood vernacular styles shall be a symmetrical hip with a slope of 6:12 to 10:12. Pitched roofs of designs reflecting Mediterranean, Mission, Spanish Eclectic, Craftsman and Prairie styles may have slopes of 3:12 to 6:12. A broken pitch roof (a roof which becomes shallower in slope at one-third of the distance from the eave to the peak) is encouraged. Also allowed are gabled hips, flared hips and, where appropriate to mark an architectural feature or civic gesture, gable ends.

b. Rooflines may be punctuated with dormers, windows or ventilation louvers that add detail and interest to the facade. Dormers shall light habitable spaces and have shed roofs with a minimum slope of 3:12 or pitched roofs with a slope to match the principal structure. Eyebrow dormers are also encouraged.

c. The use of deep (32 inches to 40 inches) overhangs and, where appropriate, detailed eave brackets, are strongly encouraged. Variation in roof heights or articulation of a flat roof overhang along the facade is encouraged to add visual interest to a streetscape and delineation of activity within a structure.

d. Ancillary roofs (attached to walls or roofs) may be sheds sloped no less than 3:12. Roofs on towers shall be flat or have a slope which matches the primary structure.

e. The finished roofing material for visible pitched roofs shall be one of the following:

1. Cedar shingles with factory treated class B finish;

2. Steel, copper, or factory painted aluminum standing seam, batten seam, or Bermuda roofing;

3. Galvanized steel 5-V crimp roofing panels or pre-finished steel;

4. Galvanized metal or copper shingles of Victorian or diamond shape or pattern;

5. Asphalt dimensional shingles for residential buildings only;

6. Built-up or membrane roof behind parapets;

7. Flat concrete tile;

8. Clay or cement barrel, s-shaped or mission tiles.

f. The fascias around the eaves shall have limited simple detail that complements the fenestration, porch overhangs or entrances.

g. Exposed rafters with simple detailed ends may be substituted for fascia type arrangements.

(2) *Entrances.*

a. Buildings shall have architectural features such as porches or roof overhangs that delineate or emphasize entrances. Covered entrances shall be proportioned to human scale and follow logic of design relative to the building. This entrance shall face the public right-of-way, be well-defined architecturally and readily visible to pedestrian and vehicular traffic.

b. To provide for consistent spatial order of streets, and to accommodate a human scale and pedestrian activity, the inside line of the front yard (setback) shall be considered a frontage line. Exceptions to this requirement may be granted for development in the following zoning districts: OS-1 (Open Space Recreation), OS-2 (Open Space Conservation), I-1 (Light Industrial), CP-1 (Commercial Parkway), C-6 (Marine Commercial), and C-3 (General Commercial) on properties backing onto a highway and fronting an internal access road.

c. Doors shall have detail appropriate to the architectural character of the proposed building and may be defined with sidelights, transoms or wooden or metal shutters.

d. Porches shall have a minimum depth of six feet and may encroach up to six feet into the front yard (setback), or into a side yard that abuts a public right-of-way or public space.

~~(3) *Windows.*~~

~~a. Windows shall have well-defined frames, transoms or sills, and should be accentuated with shutters or Bahamas awnings where appropriate. Material of frames, shutters and awnings shall be painted or stained wood, aluminum or vinyl-clad wood, steel or aluminum.~~

~~b. Reflective or mirrored glass is not permitted, however on side and rear elevations, translucent glass may be used. Minimal tinting to meet energy code requirements may be permitted. Glass block may be used where appropriate to the architectural style.~~

~~c. Storefront glass shall be clear and unobstructed from signs and the backs of counters, display racks and merchandise.~~

~~d. Windows must be placed on elevations that face the public right-of-way and must be in scale and compatible with the architectural style of the building. The bottom of the window (knee wall) shall not be lower than 24 inches in residential or office buildings, or higher than 48 inches from grade or sidewalk in retail buildings.~~

~~e. Large expanses of wall without windows or detail that face the public right-of-way are prohibited. Retail buildings shall have fenestration that reveals interior activity and encourages interest in the products or services provided.~~

~~(4) *Elevations.*~~

~~a. Building designs shall reflect traditional proportions and architectural vocabularies demonstrated in local precedents or regional building types and styles. Wood vernacular styles include Cracker, Classical Revival and Victorian. Masonry vernacular buildings demonstrate details of Mediterranean styles including Mission and Spanish Eclectic. Streamlined Art Deco and Mid-Century Modern buildings in masonry systems are also imbedded in local and regional vernacular. Elements borrowed and interpreted from Colonial, Prairie and Craftsman styles can be found in wood and masonry systems, or a combination of the two.~~

~~b. Elevations adjacent to a public right-of-way shall be considered as a building front and treated as such with appropriate entrances, fenestration or detailing.~~

~~c. Articulation in the facade should give visual relief and be of sufficient depth to provide shade and shadow on adjacent building surfaces. Colors of wall surfaces shall be chosen to complement this facade articulation and colors shall be in keeping with the chosen architectural style and character.~~

~~d. Materials for facades shall be of stucco, wood clapboard, wood shingles, cement siding in clapboard style boards, modular unit masonry, coral or keystone. Brick coursework should use traditional methods that enhance elevations and frame~~

fenestration and door openings. Metal or vinyl siding, and simulated stonework on expanses of building walls shall not be permitted. Two-dimensional stucco details that mimic three-dimensional articulation or structure shall not be permitted.

e. Proportion and composition of fenestration on new construction shall be compatible with architectural style. Vertical proportions are generally encouraged in all wall openings, especially for traditional architectural vocabulary. Stylistically modern buildings may utilize horizontally proportioned openings where appropriate.

f. Storefronts and their entrances are to follow logic of design and be contained within structural bays of the building.

g. Infill storefront design shall be compatible with the existing architecture of the building and block. Details and architectural features should relate to the entire building and block.

h. Roll down gates, security shutters and bars that are visible from any public right-of-way should be avoided.

i. Storm shutters shall be deployed only upon the issuance of a storm warning from the governing agency authorized to issue such warning.

j. Exterior building components and all proposed elements of the streetscape shall be painted with a color compatible with the architectural character and style of the proposed development as well as the surrounding buildings.

k. Blank walls are discouraged. Walls shall be punctuated with windows, doors or architectural elements. New construction that includes long dimensions of continuous wall shall employ the use of site breaks to punctuate the streetscape.

l. To ensure compatible site design and elevations as seen from the water, development adjacent to or visible from waterways may be expected to meet specific requests from the design review board beyond what is outlined in this section.

(5) *Streetscape improvement guidelines.* Streetscape improvements include those architectural or functional facilities or structures which occur on site but are not part of the building and which contribute to the overall appearance of the development and encourage and facilitate human interaction with the environment. Examples include, but are not limited to, decorative light fixtures, fountains, sculpture and other civic art, benches and tables, planters, retaining walls, pedestrian and bicycle paths, bicycle parking structures, trash receptacles and enclosures, vendor areas, bollards and fences. These improvements shall be designed to be consistent with all guidelines of this section, and shall be reviewed for aesthetic functionality and compatibility with the city's design expectations.

~~(6) *Lighting.*~~

~~a. Decorative, low-level intensity, non-concealed source lighting which defines vehicular and/or pedestrian ways may be acceptable if not used as general lighting for a development.~~

~~b. Exterior architectural, display and decorative lighting visible from all public rights-of-way shall be generated from concealed light source, low-level light fixtures. Color lamps shall not be used.~~

~~c. Site lighting shall conform to the provisions of section 125-313(d)(8).~~

~~(7) *Landscaping.*~~

~~a. All landscape designs and drawings shall conform to chapter 123, article I.~~

~~b. Landscaping for the proposed development shall provide visually harmonious and compatible settings for structures on the same lot as well as adjoining or nearby lots and shall blend with the surrounding landscape. The scale of the proposed landscaping shall be in proportion to the building and to the human scale of the streetscape.~~

~~c. Screening shall be provided by appropriately designed walls and mature plant materials rather than the construction of berms.~~

~~(8) *Walls and fences.*~~

~~a. Walls and fences shall be considered as an integral part of the design proposal, and shall generally be constructed of the same material as the first floor of the primary building.~~

~~b. Concrete walls shall be faced with stuccoed or stone, or shall incorporate some perforated pattern cohesive with the design intent. Gates and fences shall be wood, an appropriate composition of iron, metal or aluminum, or masonry piers with wood pickets.~~

~~(9) *Signs.*~~

~~a. Signs will be reviewed for compliance with the guidelines of this section, section 117-6, and for compatibility with the city's developing character.~~

~~b. Signage shall be considered as an external architectural feature consistent with and in proportion to the overall design scheme for new construction and renovation.~~

~~(10) *Awnings.*~~

~~a. Awnings shall only be used where architecturally compatible with the building. The shape of the awning and related hardware should be consistent with the~~

~~architecture of the building as well as proportionate with the scale of the facade and its surroundings regarding design, color, scale and fabric.~~

~~b. Where a single building has several storefronts and tenants, or within a single center, they should all have a consistent design, scale, color scheme, and fabric throughout.~~

~~c. Awning fabric shall be made of non-glossy material, such as treated cotton for durability, and ribbing (seams) should run vertically.~~

~~d. Awnings shall not be used as an attention-getting device, and should contain only minimal signage on the awning fabric. Awnings should not be backlit; simple down-lighting to illuminate the window, door or sidewalk should be used.~~

(i~~11~~) *Renovations, alterations and/or additions.*

(1)~~a.~~ Renovations, alterations and/or additions to existing structures shall be reviewed as minor applications.

(2)~~b~~. Such alterations shall be compatible with the city's existing and developing character regarding scale, massing, materials, and architectural design referenced in the above sections. Primary elevations of the facade shall be reconstructed, as appropriate, according to the design review guidelines for new development.

(3)~~c~~. Renovation projects shall encompass, where appropriate, the entire site.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-nnn was duly advertised in the St. Lucie News Tribune on Sunday, November 3, 2024, and

Sunday, November 18, 2024; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 17, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____of _____, 2024.

_____

Linda Hudson
MAYOR COMMISSIONER

ATTEST:

_____

Linda W. Cox
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM AND
CORRECTNESS:

_____

Sara Hedges, Esq.
CITY ATTORNEY

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Amendment to Sec 125-314 Design Review

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: November 3rd, 2024, and November 17th, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** November 4th, 2024

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Text Amendment Sec 125-314 - Design Review

CAO RLS FILE: RLS 24-320

DATE: October 7, 2024

I have reviewed the above request for legal services (RLS) related to the amendment to the Section 125-314, Design Review, of the City's Code of Ordinances. I have made suggested changes to the Ordinance. It has been uploaded for your review in a Track Changes and Clean Copy format. With the suggested changes implemented, as included in the Clean Copy, the Ordinance is approved as to form and correctness.

I have drafted a Resolution adopting the Architectural Design Standards required pursuant to the amended Code. Please review the Resolution for any changes you believe are needed. As drafted, the Resolution is approved as to form and correctness with the highlighted blanks filled in. This Resolution must be presented to the City Commission after final adoption of the Ordinance.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

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Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

11/03/2024, 11/17/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/17/2024

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE AMENDMENT TO CHAPTER 125 – 314 DESIGN REVIEW

The City Commission of the City of Fort Pierce, Florida, pursuant to Florida Statute 166.041 and City Code Section 125-37, hold two PUBLIC HEARINGS on the proposed Ordinance at their meetings on Monday, November 18, 2024, and Monday, December 2, 2024, at 5:05 p.m. in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida.

ORDINANCE 24-043 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 125 – ZONING, ARTICLE VII - SUPPLEMENTARY REGULATIONS, DIVISION 1 – GENERALLY, SECTION 125-314 – DESIGN REVIEW TO PROVIDE FOR GENERAL DESIGN REVIEW UPDATES AND ALLOW FOR ARCHITECTURAL DESIGN STANDARDS WHICH SHALL BE ADOPTED BY RESOLUTION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

The purpose of the code amendment is to encourage quality site and architectural design and construction compatible with the scale and character of the city's mix of existing buildings and land uses. The proposed code amendment does this by removing the existing design guidelines and adopting the proposed City of Fort Pierce Architectural Design Standards by reference. The Architectural Design Standards will set out various design standards, which are not limited to the following, to regulate the character, style, massing, rhythm, form, and articulation of buildings and property.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox, City Clerk
Publish: 11/03/2024 and 11/18/2024

TR-40592052

City Commission Regular Meeting - 5:05 pm **13. a.**

Meeting Date: 12/02/2024

Re: 24-R57 Adoption of the City of Fort Pierce Architectural Design Standards

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Resolution 24-R57 Adoption of the Fort Pierce Architectural Design Standards

SUMMARY:

This item proposes the adoption of the 'CITY OF FORT PIERCE - ARCHITECTURAL DESIGN STANDARDS'. The document will be referenced within the Code of Ordinances as the means of supporting consistency in design review of Commercial, Mixed-Use and Multifamily buildings throughout the city, and also Single-Family, Duplex and Townhome dwelling units, which are located within the Fort Pierce Community Development Area and the Historic Districts. Innovative community development projects will also be subject to these standards.

These architectural standards and design styles are intended to provide a basic template for building design and siting within the City of Fort Pierce. These guidelines do not address the uses of land or the interior of buildings, but do regulate the exterior architectural elements of structures, buildings, objects and sites.

The standards will facilitate consistency within the review process by denoting clear architectural expectations for both the reviewer and the designer.

Historic Districts
The Architectural Standards will act as basic standards in the review of rehabilitation and new construction in the locally designated historic districts. The purpose of historic preservation in general and of these architectural guidelines in particular is to protect and preserve the rich architectural heritage and the visual public character of Fort Pierce. The Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings will be used as a foundation for the architectural standards applied within the City’s Historic Districts.

RECOMMENDATION:

Staff recommend the Adoption of the proposed Architectural Design Standards.

ALTERNATIVES:

Adoption with amendments.

Or

Denial

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Committee: May 2024.
Planning Board: September 2024
City Attorney.

Fiscal Impact

Budgeted Y/N: N

Amount: 0

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
24-R57
Architectural Design Standards
CA RLS

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	11/04/2024 04:14 PM

Form Started By: Kev Freeman
Started On: 10/29/2024 03:41 PM
Final Approval Date: 11/19/2024

CITY OF FORT PIERCE

City Commission

November 18th, 2024

TEXT AMENDMENT Sec 125-314
ARCHITECTURAL DESIGN STANDARDS

SUMMARY

Text amendments to City Code Sec. 125-314 .

PROPOSED AMENDMENT

The quality and compatibility of proposed development in the city is of critical public concern for all building and/or site improvements.

The proposed amendment to replace the design guidelines with Architectural Standards is intended to provide a basic template for building design and siting within the City of Fort Pierce.

The standards will facilitate consistency within the review process by denoting clear architectural expectations for both the reviewer and designer.

SUMMARY

Text amendments to City Code Sec. 125-314 .

PROPOSED AMENDMENT

The proposed amendment to Sec. 125-314 incorporates the proposed City of Fort Pierce Architectural Design Standards by reference. The Design Standards will replace the Design ‘Guidelines’ and incorporate definitions, requirements, recommendations, architectural styles, and illustrations for building design expectations throughout the City.

The proposed Architectural Design Standards are recommended to be adopted by Resolution.

RECOMMENDATION

Staff recommends APPROVAL of the proposed Zoning Text Amendment to Sec. 125-314 – Design Review.

ALTERNATIVE RECOMMENDATION

1. Recommend Modified Approval.

or

2. Recommend Disapproval.

DESIGN STANDARDS – TO BE ADOPTED BY RESOLUTION

The following architectural styles are identified as appropriate for the city based on historical precedent and building scale:

South Florida Style

Anglo-Caribbean Style

Mediterranean Style

Classical Style

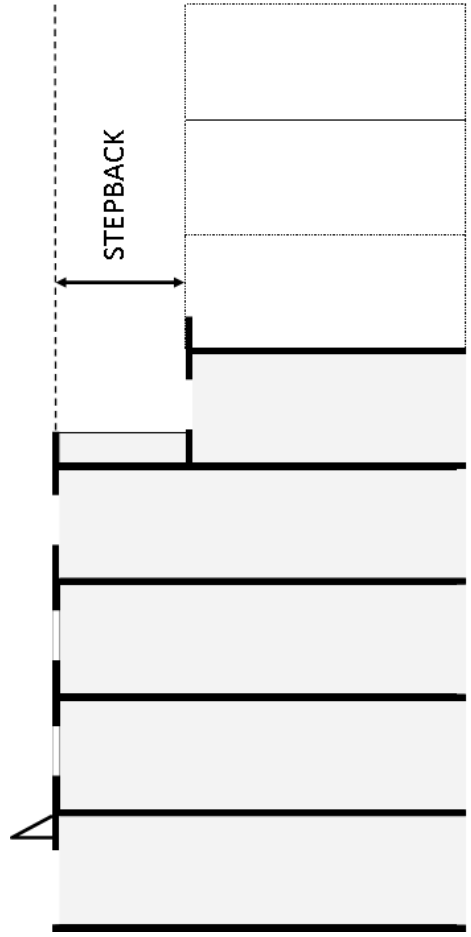
Art Deco Style

Masonry Modern Style

These styles are purposefully broad in their categorizations to provide a wide range of detailing options and flexibility. Alterative styles to those indicated within the regulations are allowed.

DESIGN STANDARDS FOR COMMERCIAL, MULTI-FAMILY AND MIXED-USE BUILDING DESIGN

- Facades
- Materials & Design
- Pedestrian Environment
- Stepbacks
- Awnings, Balconies and Canopies
- Tower elements
- Lighting
- Rooftops
- Signs
- Parking

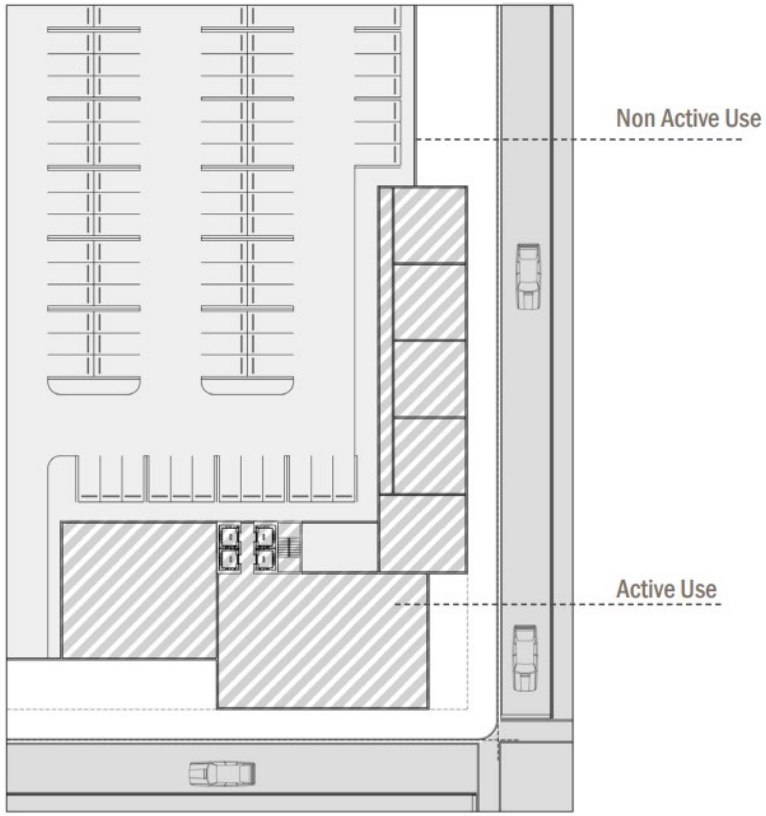


ARCHITECTURAL DESIGN STANDARDS

DESIGN STANDARDS FOR SINGLE-FAMILY, DUPLEX AND TOWNHOME BUILDING DESIGN

- Facades
- Materials & Design
- Roofs
- Rooftops
- Entrances – Porches
- Windows

DESIGN STANDARDS FOR COMMERCIAL, MULTI-FAMILY AND MIXED-USE BUILDING DESIGN



Active Uses

The first floors of all buildings facing main streets must be designed to encourage pedestrian activity along these major corridors.

SOUTH FLORIDA STYLE

ROOF STYLE	GABLED, OVERHANG WITH EXPOSED RAFTER TAILS
ROOF SLOPE	BETWEEN 6:12 and 12:12
ROOF MATERIAL	STANDING SEAM or 'V' CRIMP METAL or ASPHALT SHINGLES or WOODEN SHAKES
PARAPETS	NO
FACADE	HORIZONTAL WOOD LAP SIDING (4" to 6") or STUCCO or FIBER CEMENT SIDING or VERTICAL BOARD AND BATTEN.
OPENINGS	VERTICALLY PROPORTIONED WITH WOODEN SURROUNDS, SHUTTERS
FINISHES	DEEP ROOF OVERHANGS
PORCHES	REQUIRED – SINGLE OR FULL HEIGHT with DECORATIVE RAILING
BALCONIES	SEE PORCHES





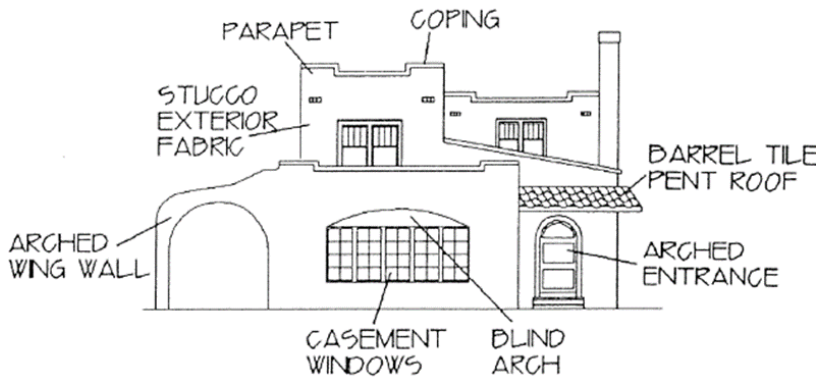
ANGLO-CARRIBEAN STYLE

ROOF STYLE	HIPPED with PARAPET
ROOF SLOPE	BETWEEN 4:12 and 8:12,
ROOF MATERIAL	STANDING SEAM or 'V' CRIMP METAL or ASPHALT SHINGLES or SLATE
PARAPETS	PARAPET WALLS USED TO CONTAIN ROOF ENDS ARE COMMON ON FRONT FACADES
FACADE	HORIZONTAL WOOD LAP SIDING (4" to 6") or STUCCO or FIBER CEMENT SIDING or VERTICAL BOARD AND BATTEN
OPENINGS	VERTICALLY PROPORTIONED, DOORS RECESSED WITH PRONOUNCED SURROUNDS, MINIMAL STONE, or STUCCO WINDOW SURROUNDS
FINISHES	DEEP ROOF OVERHANGS WITH EXPOSED RAFTER TAILS, BRACKETS OFTEN USED, SMOOTH STUCCO, EARTH TONE COLORS, SHUTTERS
PORCHES	REQUIRED – SINGLE OR FULL HEIGHT with DECORATIVE RAILING
BALCONIES	SUPPORTED BY BRACKETS

MEDITERRANEAN STYLE

ROOF STYLE	FLAT WITH PARAPET, or HIPPED, or GABLED, or COMBINATION
ROOF SLOPE	BETWEEN 3:15 and 6:12, or FLAT with PARAPET
ROOF MATERIAL	BARREL TILE, or SPANISH 'S' TILE, or FLAT
PARAPETS	CURVING or BELL-SHAPED, REPEATED ON DORMERS OR PORCHES
FACADE	STUCCO, ASYMMETRICAL DESIGN
OPENINGS	MAY BE ARCHED
FINISHES	MINIMAL ORNAMENTATION, ROOF DRAINS MAY PIERCE THE PARAPET IN DECORATIVE PATTERNS, MOLDED CORNICE, BRACKETS SUPPORT DEEP ROOF OVERHANGS IF PRESENT, SHUTTERS
PORCHES	OPEN DESIGN, PIERS SUPPORT THE ROOF, MAY EXTEND BEYOND THE FACADE
BALCONIES	ALLOWED, SUPPORTED BY BRACKETS





CLASSICAL STYLE

ROOF STYLE	HIPPED, GABLED, or COMBINATION
ROOF SLOPE	SHALLOW, BETWEEN 3:12 and 6:12
ROOF MATERIAL	SHINGLE, BARREL TILE, SPANISH 'S' or FLAT CONCRETE
PARAPETS	NO
FACADE	BASE, MIDDLE, TOP (CLASSICAL ELEMENTS)
OPENINGS	VERTICALLY PROPORTIONED WITHIN BAY SPACING
FINISHES	COLUMNS WOOD or MASONRY (1:7 to 1:10)
PORCHES	REQUIRED
BALCONIES	REQUIRED



ART DECO STYLE

ROOF STYLE	FLAT, CONCEALED BY PARAPET
ROOF SLOPE	FLAT
ROOF MATERIAL	N/A
PARAPETS	EMBELISHED, ORNAMENTAL MASONRY
FACADE	ROUNDED CORNERS, STREAMLINED DESIGN, HORIZONTAL LINES, ABSTRACT GEOMETRIES, TOWERS AND SIGNAGE VERTICALLY ORIENTED
OPENINGS	NOT ARCHED, PROTECTED BY CATELEVERED EYBROW, WINDOWS POTENTALLY LOCATED AT CORNERS
FINISHES	STUCCO – COLORED WITH LIGHT, NUETRAL or PASTEL
PORCHES	MASONRY STOOP
BALCONIES	REQUIRED





MASONRY MODERN STYLE

ROOF STYLE	FLAT
ROOF SLOPE	FLAT (MAY BE USED AS TERRACE)
ROOF MATERIAL	N/A
PARAPETS	USED TO ENCLOSE TERRACE
FACADE	DEEP ROOF OVERHANG, EYEBROWS FOR SHADING, ARCADES
OPENINGS	WINDOWS, VERTICALLY ORIENTED AND RECESSED BACK FROM THE FAÇADE,
FINISHES	STUCCO, STONE, PRECAST, PRIMARY COLOR WHITE or CREAM, OTHER COLORS USED AS HIGHLIGHTS
PORCHES	NOT REQUIRED, ENTRANCE CLEARLY DEFINED
BALCONIES	ALLOWED



RECOMMENDATION

Staff recommends APPROVAL of the proposed City of Fort Pierce Design Standards.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

or

2. Disapproval.

RESOLUTION NO. 24-R57

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, ADOPTING **ARCHITECTURAL DESIGN STANDARDS**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Ordinance No. 24-043 on November 18, 2024, amending Section 125-314, Design Review, of the City of Fort Pierce Code of Ordinances (the "Code"); and

WHEREAS, Section 125-314, Design Review, of the Code requires the City to adopt Architectural Design Standards by resolution; and

WHEREAS, the Architectural Design Standards, attached hereto as Exhibit A, set out various design standards to regulate the character, style, massing, rhythm, form, and articulation of buildings and property within the City; and

WHEREAS, the Architectural Design Standards in Exhibit A encourage quality site and architectural design and construction compatible with the scale and character of the City's mix of existing buildings and land uses.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

SECTION 1. The Architectural Designs Standards, attached hereto as Exhibit A and incorporated by reference, are hereby adopted pursuant to Section 125-314, Design Review, of the Code.

SECTION 2. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 3. All resolutions or parts of resolution in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall take effect upon approval by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____ 2024.

_____
LINDA HUDSON, MAYOR

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
CITY ATTORNEY

CITY OF FORT PIERCE

ARCHITECTURAL DESIGN STANDARDS



NOVEMBER 2024

Architectural Design Standards

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INTRODUCTION

These architectural standards and design styles are intended to provide a basic template for building design and siting within the City of Fort Pierce. These guidelines do not address the uses of land or the interior of buildings, but do regulate the exterior architectural elements of structures, buildings, objects and sites.

The standards will facilitate consistency within the review process by denoting clear architectural expectations for both the reviewer and designer.

Historic Districts

These Architectural Standards will also act as basic standards in the review of rehabilitation and new construction in the locally designated historic districts. The purpose of historic preservation in general and of these architectural guidelines in particular is to protect and preserve the rich architectural heritage and the visual public character of Fort Pierce. ***The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings will be used as a foundation for the architectural standards applied within the City's Historic Districts.***

GENERAL ARCHITECTURAL STYLE

The following architectural styles are identified as appropriate for the city based on historical precedent and building scale:

South Florida Style
Anglo-Caribbean Style
Mediterranean Style
Classical Style
Art Deco Style
Masonry Modern Style

These styles are purposefully broad in their categorizations in order to provide a wide range of detailing options and flexibility. It should be noted that the styles outlined above will have stricter application within the City's Central Business District, Fort Pierce Redevelopment Area, the City's Historical Districts, and for innovative or conditional uses.

Applicability

Single family and duplex residential buildings outside of the boundary of the Fort Pierce Redevelopment Agency (FPRA) are encouraged to take account of these architectural design standards but are not regulated by them.

Alternative Styles

Alterative styles to those indicated within these regulations are allowed. However, if a different style is proposed, applicants should provide the following documentation to City Staff and approving bodies:

- *A description of the proposed design concept and components, including images.*
- *A justification and reasoning of the appropriateness of the style for Fort Pierce.*

INNOVATIVE SINGLE-FAMILY, DUPLEX AND ACCESSORY DWELLING DESIGN

Applicability

The standards for single-family, duplex and accessory dwelling unit (ADU) design in respect of small lots can vary from the general requirements of these architectural design standards.

Small Lots

Small lots are located throughout the city and, due to their size, are difficult to develop under standard zoning regulations. Such lots vary in width from 37 feet to 60 feet. All existing platted lots are eligible to be considered under the city's Innovative Community Design regulations.

Standard zoning and setback requirements can be varied by using the Innovative Community Design regulations. Variances may be granted by proposing a design that incorporates improved elements such as architectural, landscaping and stormwater treatment.

Example images of suitable designs are included within these standards. These concepts are not exhaustive and are not

mandatory.



Innovative Community Development designs may include modular homes which should incorporate porches, and material finishes in keeping with site-built homes.

- *The proposal shall demonstrate compatibility with the character of the neighborhood in which it is located.*





- *All proposals shall be required to demonstrate that the design will protect existing adjoining neighbors through appropriate siting, use of landscaping and boundary treatments.*
- *Garages and carports are not allowed to be closer to the street than the front elevation of the house and should be setback from the front elevation at a minimum of 5 feet.*
- *Accessory Dwelling Units of alternative designs are also encouraged. Modular construction is permitted.*



COMMERCIAL, MULTI-FAMILY AND MIXED-USE BUILDING DESIGN

Applicability

The standards for Commercial, Multi-Family and Mixed-use buildings apply to all new and substantially reconstructed buildings (greater than 51% of the original structure).

Facades

Facades shall be designed to reduce the mass or scale and uniform monolithic appearance of large plain walls. Visual interest shall be consistent with the community's identity and character through the use of detail and scale.

The building's mass shall be broken out by the use of varied height and width. This may be achieved through building articulation so the architecture appears to be divided into distinct massing elements and details which can be perceived at the scale of the pedestrian.

Building articulations should occur both in elevation (building height) and in plan (building placement). Areas set back from the boundary of the site are opportunities for streetscape plantings, site elements, sidewalks and gathering spaces.

Utilize front setbacks to provide space for outdoor activities such as extension of the sidewalk with seating areas, where possible.

Building façades should be composed so that proportions generally do not exceed height to width ratios of 3:1 or 1:3. The façade composition should be reinforced by fenestration patterns and architectural elements.

Materials and Design

Use joints, panel patterns, reveals in stucco, variations in paint to break up long facades and volumes into a dynamic visual rhythm.

Balance light and transparent materials with solid, durable materials. Use the rhythm of openings and material separations as a pattern that establishes appropriate scale and clear use of materiality on a building.

The primary color of buildings shall be selected from the color palette attached to these standards.

Pedestrian Environment

The pedestrian environment shall be enhanced by incorporating appropriate architectural features at street level of all exterior facades. These features can include paneling, reveals in stucco, changes in colors, and other sculpting of the architectural surface which add special interest and appeal at the ground level.

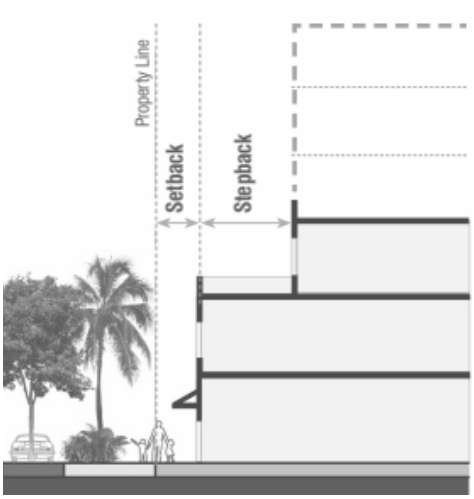
- *Design open space and pedestrian pathways to be a focal point within the development.*
- *Respond to unique building forms with compatible*

landscape design.

- *Provide frontage, views and access to open space(s) to the extent possible.*
- *Design public spaces, plazas and courtyards as an extension of the public sidewalk by providing pedestrian amenities such as seating areas, benches, trees, and bike racks.*
- *Provide pedestrian routes and access points to adjacent building entrances all throughout a project to improve pedestrian walkability.*
- *Orient open space areas to take advantage of sun or shade and provide protection from wind.*
- *Design primary access to public plazas and courtyards to be oriented towards the street or waterfront; secondary access may be from retail shops, restaurants, offices, and other uses.*
- *Minimize the use of gates, or visual and physical barriers adjacent to the street.*
- *Consider solar orientation when designing open spaces for light, shadows, weather protection, and/or shade.*
- *Include trees and shading structures to help cool public spaces.*
- *Define spaces with structure, pedestrian amenities and/or landscaping elements to create edges or establish a transition from different spaces.*
- *Include amenities such as seating and tables in places that maximize use.*
- *Engage people and promote interaction through architecture and landscape elements such as furnishing, art, lighting, planting, and building entries.*

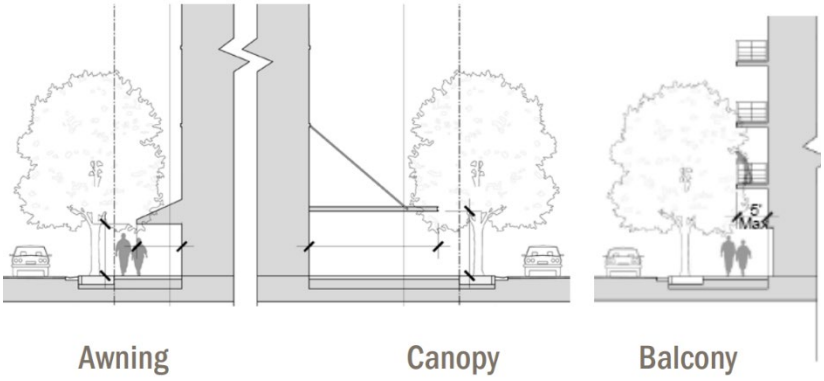
- *Enhance safety and provide visual access with adequate lighting to highlight open spaces and/or special features of the building.*
- *Provide transparency at the ground level to allow pedestrians to see activities in and around the open space, especially at gathering areas and building entries.*
- *Provide sidewalks which connect buildings and amenities and from the street.*
- *Provide pedestrian walkways with landscape elements from within surface parking areas to permit and encourage direct access to main streets, shop entries, and other pedestrian oriented uses and destinations. Provide street trees along the building frontage to enhance the visual and pedestrian experience.*
- *Design plazas to act as a buffer between the sidewalk area and the roadway with street furniture and amenities.*
- *Create a continuous path of travel by aligning trees and other sidewalk landscape elements.*
- *Provide wider sidewalks, to the extent feasible, that can accommodate amenities such as shelter designs, large canopies and seating.*
- *Locate bicycle racks near building entrances and open spaces to maximize visibility and convenience.*
- *Use paving materials that are smooth and free of obstruction for areas that are designated for bicyclists.*
- *Roll-down gates, security shutters and bars that are visible from any public right-of-way shall be avoided.*

Stepbacks



A step back of a minimum of 15ft is required above the fourth floor for buildings which are built within 15ft of the front property line. This facilitates rooftop terraces to activate buildings and to connect their use to the public realm.

Awnings, Balconies and Canopies



Balconies create an opportunity for an active interaction with the street. If used, balconies, the design and finish of balconies and soffits shall consider the overall building design and aesthetics.

Canopies, if used, may incorporate retractable elements but should in no way interfere with street light fixtures or with the growth and maintenance of street trees, signature trees and landscape materials. All state and local building regulations shall apply to the construction and installation of canopies.

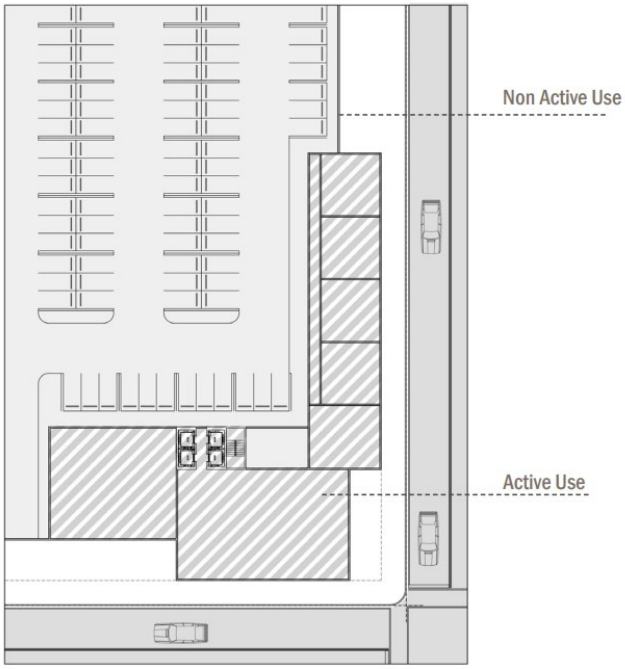
Awnings, if used, shall be consistent with the design character of the building to which they are attached. Awnings shall be located between, rather than across, significant vertical architectural features that make-up the composition of the façade and should not encroach on building fenestration.
When used, lighting for awnings should be from fixtures located above and designed and placed to enhance the appearance of the building. Awnings shall not be internally illuminated or translucent.

Tower elements

Proposed tower elements should respond to corner conditions, public open spaces, the visual axis of a street, and or main building entries.

Active Uses

The first floors of all buildings facing main streets must be designed to encourage pedestrian activity along these major corridors. Buildings should provide an active and transparent interface between interior uses and the street to support vital and viable street activity which promotes well-being and safety through



natural surveillance. The following elements are encouraged.

- *Interaction between private and public space with upper story balconies, where appropriate.*
- *The avoidance or minimization of street frontages without active entries.*
- *Inclusion of street furniture, operable windows, displays, signage, seating and landscaping to help animate the building edge and sidewalk.*
- *Entries for corner buildings.*
- *Lighting to reinforce pedestrian comfort at the ground level.*

Lighting

Exterior lighting shall be designed to coordinate with the building and landscape architecture, building-mounted fixtures shall be compatible with building façade.

Exterior architectural, display and decorative lighting visible from all public rights-of-way shall be generated from concealed light source, low-level light fixtures.

The type and design theme of the light source shall be consistent throughout a project.

Landscaping

Landscaping for the proposed development shall provide visually harmonious and compatible settings for structures on the same lot as well as adjoining or nearby lots and shall blend with the surrounding landscape. The scale of the proposed landscaping shall be in proportion to the building and to the human scale of the streetscape.

Any screening shall be provided by appropriately designed

walls, decorative fencing, and mature plant materials rather than the construction of berms.

Walls and fences

Walls and fences shall be considered as an integral part of the design proposal. Concrete walls shall be faced with stucco or stone. Fences shall be wood, an appropriate composition of iron, metal or aluminum, or masonry piers with wood pickets.

Signs

Signage shall be considered as an external architectural feature consistent with and in proportion to the overall design scheme for new construction and renovation.

Developments shall provide a unified sign plan to ensure consistency with the architectural intent of the building.

Rooftops

All infrastructure within a rooftop should be designed as an integral part of the building volume. All unsightly elements must be screened from both users of the rooftop and neighboring buildings.

- *Rooftops may incorporate various forms of activities, such as sun decks, roof gardens, outdoor cafes, pool decks, parking and more.*
- *Include trellis, canopies and/or landscape elements on rooftops that are utilized for parking, in order to mitigate views.*
- *Screen all rooftop mechanical equipment, stair and elevator*
- *towers as an integral part of the building and locate them*

away from areas of residential use.

- *Locate roof decks in a way that minimizes visual, noise and privacy impacts, and, where appropriate, place them overlooking major streets, and away from alleys or*
- *residences.*
- *Increase privacy for neighboring residents translucent or opaque screening materials.*

Surface Parking

Minimize the visual impact of parking lots by locating them to the rear of buildings or a portion of the site least visible from the street. Provide adequate screening and landscaping. Enhance connection of parking areas and building entrances with clearly marked and appropriate directional signage where multiple access points are provided.

Provide extensive landscaping throughout surface parking areas and the project site in order to avoid having parking as the dominant visual element of a site.

Parking Structure

Provide active uses to the primary street frontages of parking structures to minimize blank walls. Use engaging materials, screening, live walls, or community artwork in order to shield parking garages.

Locate garage entrances and driveways to the side of the property rather than at the front.

Limit curb cuts from the main street into driveways and parking lots to minimize impacts on transit, bicycles, and pedestrian circulation.

Service Areas

Ensure access to garbage maintenance vehicles. Locate all building facilities for loading, trash and service entries within the building or along shared alleys. Screen from street and pedestrian areas with a decorative wall, fence or landscaping, to the maximum extent feasible.

Use high quality materials that contribute to visual interest at street level for all screening and garage doors.

When necessary due to service uses, treat blank walls with different materials, reveals in stucco, variations in paint, lighting, and/or architectural features.

SINGLE FAMILY, TOWNHOME AND DUPLEX RESIDENTIAL STANDARDS

Applicability

The standards for Single Family, Townhome and Duplex Residential buildings apply to all new and substantially reconstructed buildings (greater than 51% of the original structure), which are located within the Fort Pierce Community Redevelopment Area, Historic District, Planned Development or part of an Innovative Community Development.

Façades

The design of buildings shall reflect traditional proportions and architectural vocabularies demonstrated in local precedents or regional building types and styles. Wood vernacular styles include Cracker, Classical Revival and Victorian. Masonry vernacular buildings demonstrate details of Mediterranean styles including Mission and Spanish Eclectic. Streamlined Art Deco and Mid-Century Modern buildings in masonry systems are also imbedded in local and regional vernacular. Elements borrowed and interpreted from Colonial, Prairie and Craftsman styles can be found in wood and masonry systems, or a combination of the two.

The ground floor shall have features along a minimum of 50

percent of their horizontal length. Blank wall areas shall not exceed ten feet in vertical direction and 15 feet in horizontal direction of any facade. These features include, but are not limited to, arcades, display windows, entry areas and other such design elements.

Recessing and projecting elements in the façade shall be used to provide visual relief and be of sufficient depth to provide shade and shadow on adjacent building surfaces. Colors of wall surfaces shall be chosen to complement facade articulation and colors shall be in keeping with the chosen architectural style and character.

Materials for facades shall be of stucco, wood clapboard, wood shingles, wood siding, cement siding in clapboard style boards, brick, coral or keystone, textured concrete masonry units. Brick coursework should use traditional methods that enhance elevations and frame fenestration and door openings. Two-dimensional stucco details that mimic three-dimensional articulation or structure shall not be permitted.

The proportion and composition of fenestration on new construction shall be compatible with architectural style. Vertical proportions are generally encouraged in all wall openings, especially for traditional architectural vocabulary. Stylistically modern buildings may utilize horizontally proportioned openings where appropriate.

Roofs

Principal pitched roofs of wood vernacular styles shall be a symmetrical hip with a slope of 6:12 to 10:12. Pitched roofs of designs reflecting Mediterranean, Mission, Spanish Eclectic, Craftsman and Prairie styles may have slopes of 3:12 to 6:12.

A broken pitch roof (a roof which becomes shallower in slope at one-third of the distance from the eave to the peak) is encouraged. Also allowed are gabled hips, flared hips and, where appropriate to mark an architectural feature or civic gesture, gable ends.

Dormers shall have shed roofs with a minimum slope of 3:12 or pitched roofs with a slope to match the principal structure.

The 32 inches to 40 inches deep overhangs shall be used where appropriate. It shall be variation in roof heights or articulation of a flat roof overhang along the facade to add visual interest to a streetscape and delineation of activity within a structure.

The finished roofing material for visible pitched roofs shall be one of the following:

1. *Cedar shingles with factory treated class B finish;*
2. *Steel, copper, or factory painted aluminum standing seam, batten seam, or Bermuda roofing;*
3. *Galvanized steel 5-V crimp roofing panels or pre-finished steel;*
4. *Galvanized metal or copper shingles of Victorian or diamond shape or pattern;*
5. *Asphalt dimensional shingles for residential buildings only;*
6. *Built-up or membrane roof behind parapets;*
7. *Flat concrete tile;*
8. *Clay or cement barrel, s-shaped or mission tiles.*

The fascia around the eaves shall have limited simple detail that complements the fenestration, porch overhangs or entrances.

Exposed rafters with simple detailed ends may be substituted for fascia type arrangements.

Entrances

Dwellings shall have architectural features such as porches or roof overhangs that delineate or emphasize entrances. This entrance shall face the public right-of-way, be well-defined architecturally and readily visible to pedestrian and vehicular traffic.

Doors shall have details appropriate to the architectural character of the proposed building.

Porches shall have a minimum depth of six feet and may encroach up to six feet into the front yard (setback), or into a side yard that abuts a public right-of-way or public space.

Windows

Windows shall have well-defined frames, transoms, or sills, and shall be accentuated with shutters or Bahamas awnings where appropriate. Material of frames, shutters and awnings shall be painted or stained wood, aluminum or vinyl-clad wood, steel, or aluminum.

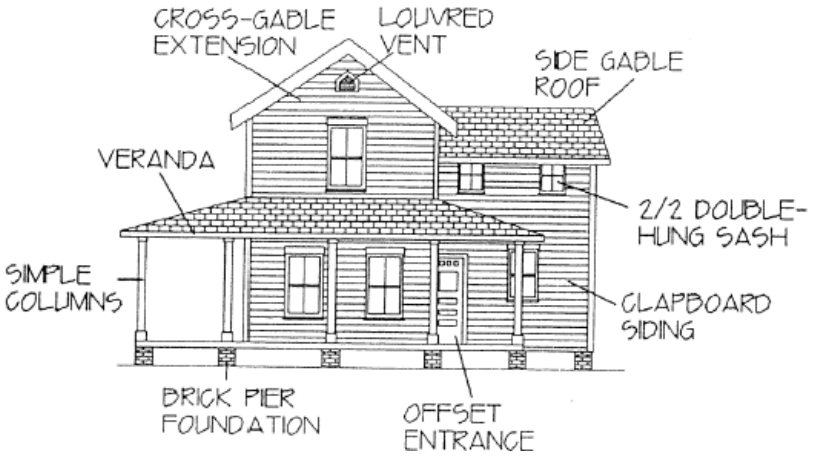
Windows shall be in scale and compatible with the architectural style of the building. The bottom of the window (knee wall) shall not be lower than 24 inches in residential or office buildings, or higher than 48 inches from grade or sidewalk in retail buildings.

SOUTH FLORIDA STYLE

The origins of the South Florida style are a combination of multiple sources including the Florida Cracker, and Florida Craftsman styles.



The main building facade has a regular rhythmic pattern set by the intercolumniation of the porch and continued by the vertically proportioned windows and doors. The facade is composed of repetitive bays. Elements such as feature windows, viewing terraces, articulated chimney caps, attic vents, and dormers generally populate the tops of buildings.



Porches extend along a large percentage of the ground floor elevations, often wrapping the corners to continue at some length alongside facades. Porch roofs are supported by posts positioned to create vertical or square openings between them. Porches are typically quite deep (at least 8 feet), creating outdoor rooms.

The South Florida style building may have a raised, continuous base. Historically, the raised base protected the building from potential flooding, provided a measure of privacy for residences, and concealed a crawl space that allowed for ventilation.



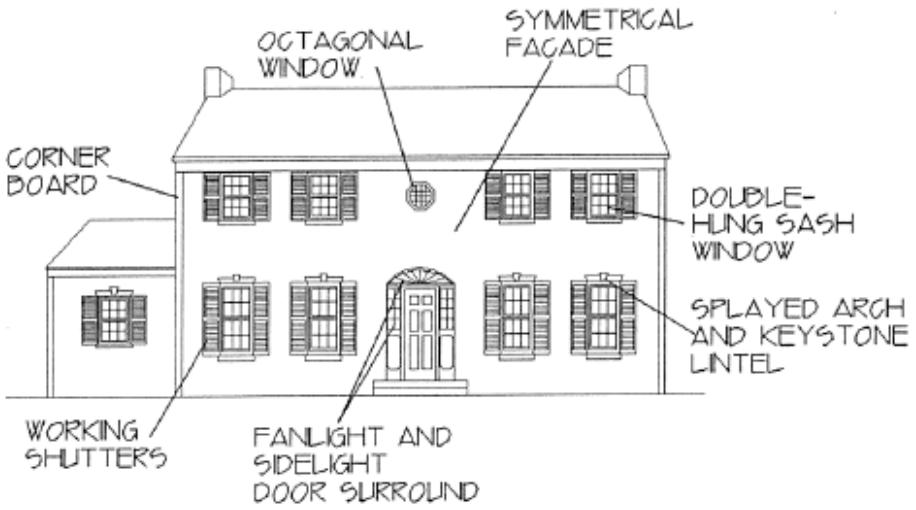
Defining Characteristics: South Florida

ROOF STYLE	*GABLED, OVERHANG WITH EXPOSED RAFTER TAILS*
ROOF SLOPE	*BETWEEN 6:12 and 12:12*
ROOF MATERIAL	*STANDING SEAM or 'V' CRIMP METAL or ASPHALT SHINGLES or WOODEN SHAKES*
PARAPETS	*NO*
FACADE	*HORIZONTAL WOOD LAP SIDING (4" to 6") or STUCCO or FIBER CEMENT SIDING or VERTICAL BOARD AND BATTEN.*
OPENINGS	*VERTICALLY PROPORTIONED WITH WOODEN SURROUNDS, SHUTTERS*
FINISHES	*DEEP ROOF OVERHANGS*
PORCHES	*REQUIRED – SINGLE OR FULL HEIGHT with DECORATIVE RAILING*
BALCONIES	*SEE PORCHES*

ANGLO-CARIBBEAN STYLE

Anglo-Caribbean architecture is often considered an eclectic style, common to the British-settled isles of the Caribbean and influenced by Portuguese, Dutch, French, and Spanish colonization's.

The purposeful arrangement of multiple architectural forms creates small courtyards and passageways within the mass of the building that allow access to additional units or amenities beyond the primary elevation. Volumetric setbacks and intentional misalignment between building masses often result in opportunities for balconies, porches, and terraces. These elements help define the style and create an interesting, memorable composition.



The walls of the buildings are generally stuccoed masonry, though the upper floors may be finished in wood. The wall

openings are relatively small compared to the expanse of the building's facade. Elements such as exterior stairs, chimneys, stoops, and benches are sculptural in nature and help provide visual interest to the otherwise straightforward, sober forms of the building.

Details such as terrace roofs, railings, and balconies are commonly finished in wood, however, metal railings are also common, with more decorative designs found on buildings with French influences.

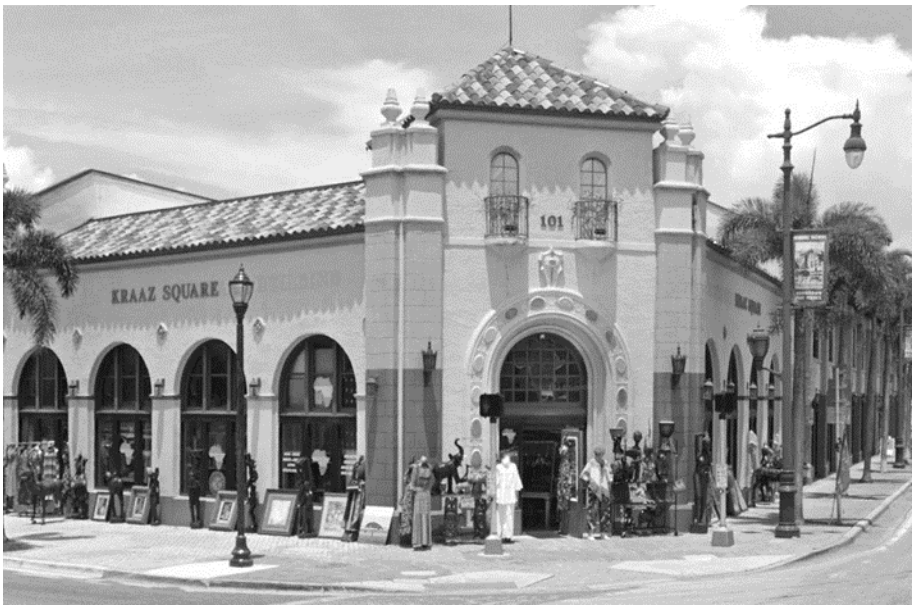
Defining Characteristics: Anglo-Caribbean

ROOF STYLE	*HIPPED with PARAPET*
ROOF SLOPE	*BETWEEN 4:12 and 8:12,*
ROOF MATERIAL	*STANDING SEAM or 'V' CRIMP METAL or ASPHALT SHINGLES or SLATE*
PARAPETS	*PARAPET WALLS USED TO CONTAIN ROOF ENDS ARE COMMON ON FRONT FACADES*
FACADE	*HORIZONTAL WOOD LAP SIDING (4" to 6") or STUCCO or FIBER CEMENT SIDING or VERTICAL BOARD AND BATTEN*

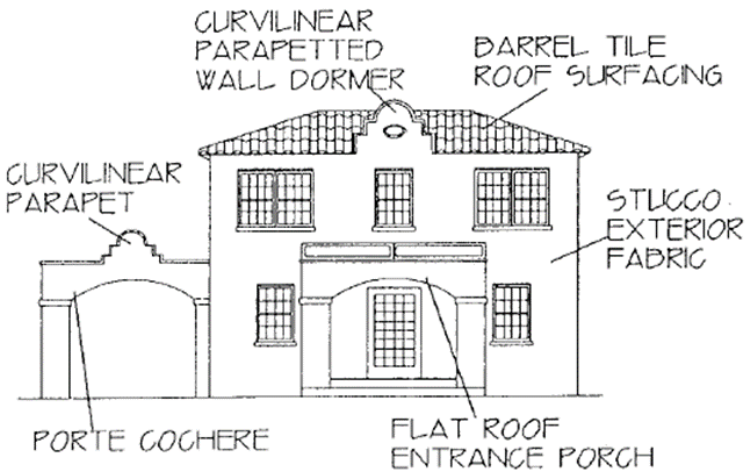
OPENINGS	*VERTICALLY PROPORTIONED, DOORS RECESSED WITH PRONOUNCED SURROUNDS, MINIMAL STONE, or STUCCO WINDOW SURROUNDS*
FINISHES	*DEEP ROOF OVERHANGS WITH EXPOSED RAFTER TAILS, BRACKETS OFTEN USED, SMOOTH STUCCO, EARTH TONE COLORS, SHUTTERS*
PORCHES	*REQUIRED – SINGLE OR FULL HEIGHT with DECORATIVE RAILING*
BALCONIES	*SUPPORTED BY BRACKETS*

MEDITERRANEAN STYLE

The style references the architecture of the Mediterranean, especially that of the Beaux-Arts, the Venetian Gothic, and the Spanish and Italian Renaissance. In Florida, Spanish Colonial and Mission architecture also emerged, largely used for hotels and civic buildings.

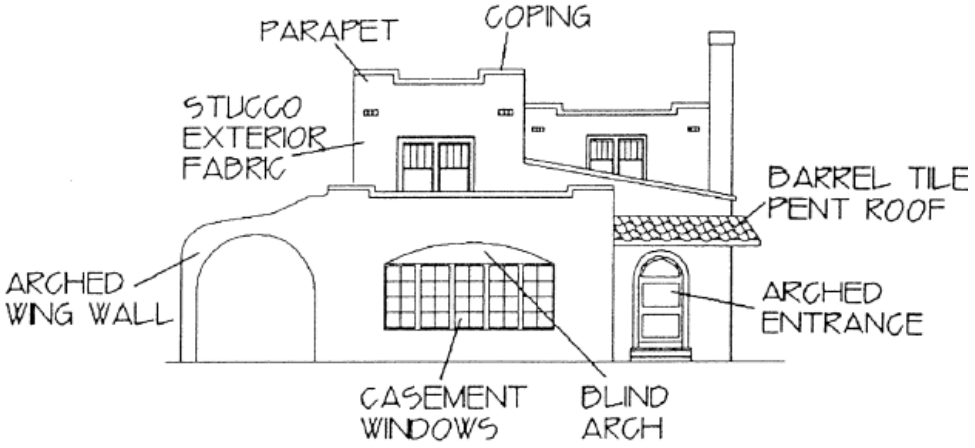


The principal mass of a Mediterranean style building is typically rectangular in plan, with elements such as towers, loggias, porches, balconies, chimneys, and garden walls added for compositional effect.



The style of the building is typified as ornate, asymmetrical, and eclectic. Columns, posts, wooden and masonry balustrades, and brackets are contributing elements of the style. It is common to have multiple building volumes and varied interior and exterior spaces. Building massing is commonly irregular, with a variety of shapes and heights.

Exterior finishes are almost exclusively stucco. Buildings are colored with soft earth tones and contrasting colors frequently highlight recessed areas such as loggias and porches.



Spanish Mission uses similar elements and composition but is less ornate with fewer facade openings.

Defining Characteristics: Mediterranean

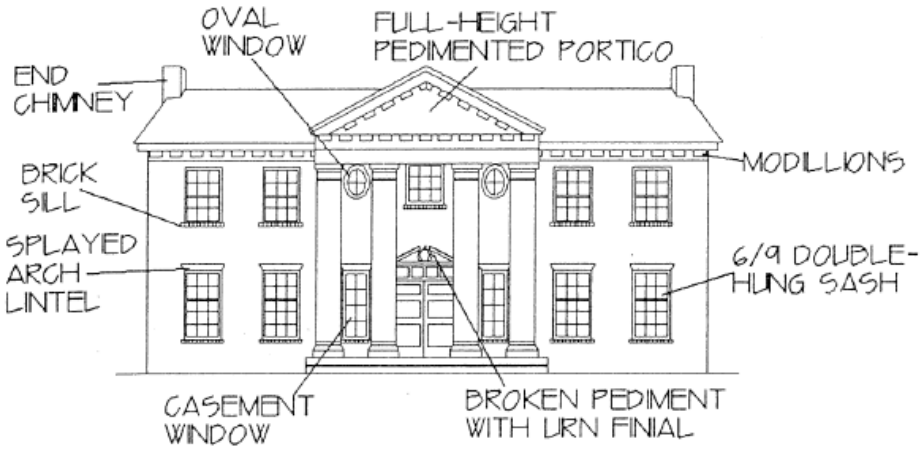
ROOF STYLE	*FLAT WITH PARAPET, or HIPPED, or GABLED, or COMBINATION*
ROOF SLOPE	*BETWEEN 3:15 and 6:12, or FLAT with PARAPET*
ROOF MATERIAL	*BARREL TILE, or SPANISH 'S' TILE, or FLAT*
PARAPETS	*CURVING or BELL-SHAPED, REPEATED ON DORMERS OR PORCHES*
FACADE	*STUCCO, ASYMMETRICAL DESIGN*
OPENINGS	*MAY BE ARCHED*
FINISHES	*MINIMAL ORNAMENTATION, ROOF DRAINS MAY PIERCE THE PARAPET IN DECORATIVE PATTERNS, MOLDED CORNICE, BRACKETS SUPPORT DEEP ROOF OVERHANGS IF PRESENT, SHUTTERS*
PORCHES	*OPEN DESIGN, PIERS SUPPORT THE ROOF, MAY EXTEND BEYOND THE FACADE*
BALCONIES	*ALLOWED, SUPPORTED BY BRACKETS*

CLASSICAL STYLE

"Classical" Architecture can be defined as the architecture of ancient Greece and Rome. Classicism uses a specific vocabulary, "the orders," which provides a specific and detailed design framework.



Fundamental to the style is a three-part ordering system that expresses a base, middle and top to every building. The origin of this system is based on the five "orders" of classical architecture. They are the Tuscan, Doric, Ionic, Corinthian, and Composite. Each order has different relative proportions based on column diameter.



Bay spacing is vertically proportioned and can continue un-interrupted on buildings of great length. Corners are visually strengthened. The facades are symmetrical, rational, and rhythmic.

Windows and doors are of vertical and/or square proportions with the occasional round, oval, or ornamental window. Openings for doors and windows are deep, cast shadows, and give the impression of thickness and solidity. Windows should be double-hung, single-hung, or casement. Window and door architraves, when they exist, are made of wood or stone.

Defining Characteristics: Classical

ROOF STYLE	*HIPPED, GABLED, or COMBINATION*
ROOF SLOPE	*SHALLOW, BETWEEN 3:12 and 6:12*
ROOF MATERIAL	*SHINGLE, BARREL TILE, SPANISH 'S' or FLAT*

	CONCRETE
PARAPETS	*NO*
FACADE	*BASE, MIDDLE, TOP (CLASSICAL ELEMENTS)*
OPENINGS	*VERTICALLY PROPORTIONED WITHIN BAY SPACING*
FINISHES	*COLUMNS WOOD or MASONRY (1:7 to 1:10)*
PORCHES	*REQUIRED*
BALCONIES	*REQUIRED*

ART DECO STYLE

Art Deco is an architectural style with both traditional and modern influences. The strong horizontal lines of an Art Deco building in Florida are typically juxtaposed to vertical features such as towers and marquees that mark the building entrances.



Elements include clearly marked entrances, shaded storefronts, cantilevered eyebrows for protection from sun and rain. The components that make up an Art Deco building are influenced by modern architecture. Roof top terraces, ribbon windows that often turn buildings' corners, and streamlined horizontal details all embody a more modern aesthetic and express advances in building tectonic.

Unlike its European and northern American predecessors, examples of Art Deco buildings in South Florida are typically

finished with painted stucco instead of stone. Details abstractly depicting the local flora and fauna are incorporated into the stucco and are often painted with contrasting colors.



Defining Characteristics: Art Deco

ROOF STYLE	*FLAT, CONCEALED BY PARAPET*
ROOF SLOPE	*FLAT*
ROOF MATERIAL	*N/A*
PARAPETS	*EMBELISHED, ORNAMENTAL MASONRY*
FACADE	*ROUNDED CORNERS, STREAMLINED DESIGN, HORIZONTAL LINES,*

	ABSTRACT GEOMETRIES, TOWERS AND SIGNAGE VERTICALLY ORIENTED
OPENINGS	*NOT ARCHED, PROTECTED BY CATELEVERED EYBROW, WINDOWS POTENTALLY LOCATED AT CORNERS*
FINISHES	*STUCCO – COLORED WITH LIGHT, NUETRAL or PASTEL*
PORCHES	*MASONRY STOOP*
BALCONIES	*REQUIRED*

MASONRY MODERN STYLE

The Masonry Modern style of architecture is defined by its rational composed style of architecture. The structural system of the building is clearly expressed in the building's exterior. Masonry Modern architecture emphasizes the solidity of the



mass. The geometry of the building appears to be carved from a solid volume. The composition of the building reflects solidity of structural system, uses simple geometries, and includes spaces carved from the mass to create entries or terraces.

Exterior spaces are frequently incorporated into the facade, creating articulations in the volume and composition of the building. Walls are often extended as columns or railings, though simple metal pipe railings are also common.

Shading devices including louvers, cantilevered eyebrows, and

vertical sunshades are elements of the architecture.

The public nature of the ground floor of a commercial building is emphasized with more glass, middle portions of the building are more solid, and the top often incorporates usable exterior spaces including loggias and terraces.

Defining Characteristics: Masonry Modern

ROOF STYLE	*FLAT*
ROOF SLOPE	*FLAT (MAY BE USED AS TERRACE)*
ROOF MATERIAL	*N/A*
PARAPETS	*USED TO ENCLOSE TERRACE*
FACADE	*DEEP ROOF OVERHANG, EYEBROWS FOR SHADING, ARCADES*
OPENINGS	*WINDOWS, VERTICALLY ORIENTED AND RECESSED BACK FROM THE FAÇADE,*
FINISHES	*STUCCO, STONE, PRECAST, PRIMARY COLOR WHITE or CREAM, OTHER COLORS USED AS HIGHLIGHTS*
PORCHES	*NOT REQUIRED, ENTRANCE*

	CLEARLY DEFINED
BALCONIES	*ALLOWED*

COLOR PALETTE

PRIMARY COLORS

- Pantone 290 C
- Pantone 489 C
- Pantone 705 C
- Pantone 7499 C
- Pantone Cool Gray 1 C
- Pantone 486 C
- Pantone 475 C
- Pantone 317 C
- Pantone 559 C
- Pantone 346 C
- Pantone 495 C
- Pantone 7506 C
- Pantone 156 C
- Pantone 721 C

SECONDARY ACCENT

(USE MINIMALLY)

for awnings, decorative trim and patterns, metal balconies, etc.

- Pantone 7644 C
- Pantone 7614 C
- Pantone 7455 C
- Pantone 7476 C
- Pantone 2767 C
- Pantone 7637 C

DEFINITIONS

Words and terms not defined within this document shall be interpreted in accordance with their normal dictionary meaning and customary usage. The following words, terms, and phrases, when used in respect of these Architectural Design Standards shall have the meanings ascribed to them herein, except where the context clearly indicates a different meaning:

***Active use** means a use that attracts pedestrian activity; provides access to the general public; and shall also be used to conceal uses designed for parking and other non-active uses, if present. Ground floor active uses generally include, but are not limited to, retail, commercial services, restaurants, coffee shops, libraries, fitness/athletic and cultural facilities, residential.*

***Appearance** means the outward aspect of a building visible to the public.*

***Appurtenance** means the functional objects accessory to and part of buildings.*

***Arcade** means a series of arches supported on piers or columns. Also, an arched, roofed gallery or passageway with shops on one or both sides.*

***Architectural drawing** means A line drawing showing plan and/or elevation views of the proposed building for the purpose of showing the overall appearance of the building.*

***Architectural character** means the composite or aggregate of the characteristics, inferences or implications of structure, form, materials and function of a building, group of buildings, or other architectural composition.*

***Architectural feature** means a prominent or significant part or element of a building, structure, or site.*

***Architectural style** means the characteristic form and detail of buildings of a particular historic period.*

Articulation *means fragmentation of the facades, form, massing, and surface of a building in order to break large uninteresting or oppressive mass into more human size components.*

Balcony *means an elevated platform projecting from the wall of a building and enclosed by a railing or parapet.*

Berm *means a raised form of earth to provide screening or to improve aesthetic character.*

Block *means a combination of one (1) or more building lots, the perimeter of which abuts streets on all sides. A block may contain alleys.*

Building *means any principal or accessory structure, temporary or permanent, having a roof impervious to weather, including canopies, tents, awnings and cabanas, the use of which demands a permanent location on the land and used for the shelter or enclosure of persons, animals, or property of any kind. This does not include screened or walled enclosures not having a roof impervious to weather.*

Bracket *means a weight-bearing member made of wood, stone, or metal that overhangs a wall.*

Canopy *means a roof covering that is open on more than one (1) side with support from only one (1) side or from central posts.*

City *means the City of Fort Pierce, or the area within the Urban Services Boundary of St. Lucie County.*

Civic *means of or relating to a citizen, a city, a citizenship, or civil affairs.*

Cohesiveness *means unity of composition and style between design elements of a building or group of buildings and their appurtenances, including site arrangement, landscape, signage, and graphics.*

Cornice *means the projecting moldings that form the top band of an entablature or wall.*

Development *means any building activity requiring planning permission or a building permit from the City of Fort Pierce.*

Dormer *means a small structure that projects from a sloping roof, with a window in the facade face.*

Eaves *means the projecting overhang at the lower edge of a roof.*

Encroachment *means the building of a structure within the yard area of the parcel or parcels on which an application for development is applied.*

Exterior building component *means an essential and visible part of the exterior of a building.*

External architectural feature *means the architectural style and general arrangements of such portion of a building or structure as is designated to be open to view from a public street, place, or waterway, including the kind, color, and texture of the building material of such portion and the type of window, doors, lights, attached or ground signs, and other fixtures appurtenant to such portion.*

Façade *means any front or side elevation of a building facing a public way or space.*

Fort Pierce Redevelopment Area *means all property contained within the defined boundary of the Fort Pierce Redevelopment Area.*

Frontage line *means the line upon which the front wall of a building sits and is synonymous with its front yard line (setback). Frontage lines also exist for side walls facing a public right-of-way. Porches, stoops, balconies, and bay windows may protrude beyond the frontage line as specified in this section.*

Gable *means the wall that encloses the end of a gable roof; triangular gable end below a roof overhang.*

Historic District *means all properties within the boundary of an adopted historic district located within the City of Fort Pierce.*

Landscaping *means all forms of planting and vegetation, ground forms, rock groupings, water patterns, walls, fences, driveways and pools and all other visible construction except buildings and utilitarian structures.*

Logic of design *means accepted principles and criteria of validity in the solution of the problem of design.*

Louver *means a window blind or shutter with horizontal slats angled to let in light and air, but keep out the rain, direct sunshine, and noise.*

Mass, Massing *means the physical volume or bulk of a building or series of connected buildings.*

Mechanical equipment *means equipment, devices and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning and similar purposes.*

Miscellaneous structures *mean structures, other than buildings, visible from public ways. Examples are Memorials, stagings, antennas, water tanks and towers, sheds, shelters, fences and walls, kennels, transformers, or drive-up facilities.*

Non-active use *means a use which is generally not intended for human occupation. Non-active uses include, but are not limited to, parking and building service areas such as storage, mechanical, electrical and trash. Architectural treatment shall be provided for all non-active use façade elevations.*

Open space *means a spatially defined public area bound by streets, structure, or landscape so as to be differentiated from private outdoor areas in use and design. These areas shall follow logic of design within the site plan and generally be regular in shape.*

Parapet *means a low, protective wall at the edge of a terrace, balcony, or roof, esp. that part of a wall that rises above the roof.*

Parking, indoor *means the use or area of a building intended primarily for the storage of motor vehicles and associated vehicle movement and maneuvering areas. Parking shall be considered a non-active use.*

Pediment *means the triangular gable end of a classical building, or the same form used elsewhere in the building.*

Pier *means the square or rectangular masonry or wood pier that supports a building and carries the weight of it down to the ground.*

Plant material *means trees, shrubs, vines, ground covers, grass perennials, annuals, and bulbs.*

Plaza *means an open space where a majority of the space is paved. Plazas abut buildings that continue the adjacent street frontage requirements and uses.*

Porch *means an exterior appendage to a building, forming a covered approach or vestibule to a doorway.*

Private open space *means the outdoor living area assigned to a dwelling or commercial unit or building intended for the private enjoyment of the residents or occupants of the unit or units in the building. Private open spaces may include patios, roof decks, balconies, yards, and landscaped areas but does not include off-street parking, maneuvering, loading, or delivery areas.*

Public amenity *means an aesthetic feature, functional feature, or other character of a development that increases its desirability to a community or to the public. Such public amenities will be placed in publicly accessible areas or, if aesthetic, areas visible from the sidewalk or right-of-way.*

Public open space *means open space which is maintained for the use and enjoyment of the general public. Public open space includes areas which are open and accessible to the public all or most of the time including: parks, plazas, squares, paseos, pedestrian paths, rooftop gardens and terraces, and landscaped areas.*

Preservation *means the protection and care which prevents destruction or deterioration of significant structures, buildings, or natural resources.*

Proportion *means the relationship of parts of a building, landscape, structures, or buildings to each other and to the whole; balance.*

Roof *means the external upper covering of a building.*

Roof, Gable *means a roof with two slopes – front and rear– joining at a single ridge line.*

Roof, Hip *means a roof that slopes inward from all four exterior walls.*

Roof, Mansard *means a two-pitched roof with a steep lower slope that typically rises to a more gently sloped upper portion. The space formed by the mansard roof allows for additional living space.*

Roof Slope *means the angle generated from the ridge of a roof to its eaves.*

Roofline *means the part of a building that rises above the building's eaves. Rooflines can be highly decorative, with balustrades, pediments, statuary, dormer windows, cross gables, etc.*

Rhythm *means the repeated use of similar elements to create a visual pattern. This can be done through the use of repetition, contrast, or both.*

Scale *means harmonious relationships of the size of parts to one another and to the human figure.*

Screening *means a structure or planting which conceals from view from public ways the areas behind such structure or planting.*

Shared parking *means parking available to be used by more than one (1) use, user, or building.*

Shingles *means small, rectangular-shaped slats of wood that are nailed to an exterior surface, overlapping with one another from top to bottom.*

Site break *means a structural or landscape device to interrupt long vistas and create visual interest in a site development.*

Street *means a thoroughfare to facilitate the movement of pedestrians and/or vehicles.*

Street hardware/furniture *means objects other than buildings, structures and plantings located in streets and public ways and outside of buildings. Examples are lamp posts, utility poles, traffic lights, traffic signs, benches, litter containers, planting containers, letter boxes and fire hydrants.*

Streetscape *means the scene as may be observed along streets composed of natural and manmade components including buildings, paving, planting, street hardware and miscellaneous structures.*

Unified Sign Plan *means a unified design which defines common sign standards, sizes, and design for multi-tenant projects.*

Utilitarian structure *means a structure or enclosure relating to mechanical or electrical services to a building or development.*

Utility hardware *means devices such as poles, crossarms, transformers and vaults, gas pressure regulating assemblies, hydrants and buffalo boxes that are used for water, gas, oil, sewer and electrical services to a building or a project.*

Utility service *means any device, including wire, pipe, and conduit, which carries gas, water, electricity, oil and communications into a building or development.*

Vista *means an unobstructed view seen from a particular location.*

Vernacular *means a type of local or regional construction, using traditional materials and resources distinctive of the south Florida area.*

Window, Attic *means a window lighting an attic story, and often located in a cornice. Attic windows are common to ancient Greek and Greek Revival architecture.*

Window, Bay *means A projecting bay that is lit on all of its projecting sides by glazing.*

Window, Casement *means a window hung vertically, hinged on one side, so that it swings inward or outward.*

Window, Ribbon *means band of windows (placed side by side) and separated only by either a simple frame, mullion, or a narrow strip.*

Window, Sash *means the movable frames in a window in which windowpanes are set.*

ORDINANCE NO. 24-043

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING CHAPTER 125 – ZONING, ARTICLE VII - SUPPLEMENTARY REGULATIONS, DIVISION 1 – GENERALLY, SECTION 125-314 – DESIGN REVIEW** TO PROVIDE FOR GENERAL DESIGN REVIEW UPDATES AND ALLOW FOR ARCHITECTURAL DESIGN STANDARDS WHICH SHALL BE ADOPT BY RESOLUTION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the quality and compatibility of proposed development in the city is of critical public concern for all building and/or site improvements; and

WHEREAS, Architectural design standards are required to encourage quality site and architectural design and construction compatible with the scale and character of the city's mix of existing buildings and land uses; and

WHEREAS, Section 125-314 is amended to remove the design guidelines and to adopt the City of Fort Pierce Architectural Design Standards by reference; and

WHEREAS, the City of Fort Pierce Architectural Design Standards set out various design standards, which are not limited to the following, to regulate the character, style, massing, rhythm, form, and articulation of buildings and property; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their _____, 2024, meeting, voted ___ to ___ to recommend approval of the request.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Chapter 125 – Zoning, Article VII – Supplementary Regulations, Division 1 – Generally, Section 125-314 – Design Review, is hereby amended, so the same shall read as follows:

Sec. 125-314. Design review.

(a) *Applicability.* All development requiring site plan approval, ~~or development abutting arterial roads,~~ which submits application for development subsequent to the enactment of the ordinance from which this section is derived, shall be subject to the city's design review process. In addition, all city-sponsored development projects not subject to site plan review shall require administrative review and approval according to the ~~guidelines of this section. Such development proposals shall be reviewed for consistency with the city's~~Architectural Design Standards, which shall be adopted by resolution by the city commission. ~~design review guidelines outlined in this chapter. Until such time as a separate design review board is established, t~~The city's planning board shall function as the design review

board and shall be responsible for such design review, which shall be completed as part of the development review process. Applications for design review approval must satisfy the application submission requirements and shall be submitted to the planning department. Design review related to any changes to historic structures, or any new construction on an historic site or in an historic district shall be reviewed by the historic preservation board in lieu of the design review board in accordance with chapter 111. Use of obligatory verbs in this section such as "shall" and "must" are imperatives applicable as binding directives of the ordinance. Discretionary language such as "should," "may," "might," and "is encouraged" are applicable as general guidance for design choices. Design choices based on discretionary language will be subject to the assessment and recommendation of the planning director and the design review board.

(b) *Purpose.* ~~Design review guidelines proposed in this section shall be considered as addenda to rather than replacement of existing code requirements of this chapter.~~ The quality and compatibility of all proposed development in the city is of critical public concern for all building and/or site improvements. The city's Architectural Design Standards ~~design review guidelines suggest~~ require ~~approaches to design situations that~~ buildings to ~~will~~ contribute to the existing and developing character of the city. The intent of the city's design review process is not to stifle innovative architecture but rather to ensure respect for and reduce incompatible and adverse impacts on the visual experience throughout the city. This shall be accomplished through respectful interpretation of vernacular building typologies and styles in proposed development. Proposed designs shall take cues from traditional proportioning systems and be synonymous with a chosen style. ~~The city's exemplary wood and masonry vernacular buildings are characterized by a blend of Cracker, Classical Revival, Victorian, Mediterranean, including Mission and Spanish Eclectic, Streamlined Art Deco, Mid-Century Modern, Colonial, Prairie and Craftsman styles. Interpretation of this vernacular palette, influenced by the tropical climate and regional architectural patterns, is strongly encouraged.~~ The ~~guidelines~~ Architectural Design Standards serve to encourage quality site and architectural design and construction compatible with the scale and character of the city's mix of existing buildings and land uses. Consideration of quality and compatibility shall be based on the massing, form and articulation of building walls, and order, rhythm and proportion of doors and windows rather than gratuitous decoration and ornamentation. ~~It is the further purpose of this section to provide procedures whereby exceptions to specific criteria may be made in appropriate situations to advance the stated purpose of this section.~~

(c) *Submission requirements.* Applications for design review approval shall be submitted on a supplemental application form as published by the planning department along with the appropriate fee as required by section 125-36. All presentation materials shall include a graphic scale and may include scale figures of pedestrians, vehicles and other common elements found in the public environment. The following materials must be submitted with an application, unless waived by city administrative staff as not necessary, before an application shall be considered complete and accepted for review:

(1) *Required application documents.* ~~*Administrative approval.*~~

a. A survey (one-inch equals 30 feet minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 123-66, location of bordering streets and, if applicable, wetlands and beaches.

b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment, and other site features that may influence design elements.

c. A ~~draft~~ written narrative describing the design intent of the project, its goals, and objectives and how it reflects the site analysis study results.

d. Context photographs of neighboring uses and architectural styles.

e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. ~~Documentation of such buildings is available in the city's planning department.~~

f. Photographs of all existing structures located on the property. If existing structures on the property are more than 50 years of age, documentation of these structures with data from the Florida Master Site File form is also required.

g. ~~Conceptual s~~Site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs, and landscaping.

h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed

planting areas. Planting schedule with sizes of proposed plantings must be included.

i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials, and actual color samples that demonstrates cohesiveness with the project design.

j. Exterior elevations showing architectural character, external architectural features, and streetscape of the proposed development, including materials, colors, shadow lines, and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.

k. Design review concurrent with conceptual development plan procedure according to section 125-313(e) is also available. A color board (11 inch by 17 inch, maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

(2) *Final approval.*

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.

b. A final site plan meeting the requirements of section 125-313.

c. A final site lighting plan that meets the requirements of section 125-313(d)(8).

d. A final landscape plan that meets the requirements of articles II and III of chapter 123.

e. Final floor plans and elevation drawings (one-eighth inch equals one foot minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.

~~f. A color board (11 inch by 17 inch maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.~~

(d) *Procedure for approval.* When site plan approval is required pursuant to section 125-313, the following procedure relating to design review shall take place ~~at the same time~~ concurrently:

(1) The application for design review approval shall be submitted to the planning department when the application ~~is made~~ for site plan approval is made. The planning department shall review the application for ~~design review approval~~ sufficiency to ensure that it conforms with ~~requirements~~ the submittal requirements of this section. If additional information is required, then the applicant shall be advised and provided with a timeline to make the application whole. If the application remains incomplete, then the submittal shall be deemed withdrawn, and the applicant advised of such. If the application is sufficient and conforms with the submittal requirements, it shall be processed as indicated in this section for a major or minor site plan.

(e) *Major site plan*. ~~If there are no violations,~~ The design review shall be considered by the design review board concurrently with the major site plan review. ~~t~~The planning department shall forward the design review application ~~for design review~~ to the design review board with a written report o~~f~~n the application's conformity with the Architectural Design Standards, as adopted. ~~city's design review guidelines set out in this section~~. ~~This submittal will be made at the same time that a site plan is submitted in accordance with section 125-313(f) to the planning board.~~

(1~~2~~) The design review board shall review the application and make a recommendation to the commission for approval or disapproval. If the board recommends disapproval, the reasons shall be stated. The board shall consider the following standards:

a. The design, including landscape features, is architecturally compatible with surrounding structures so as to be reasonably harmonious in landscaping, style, and color;

b. If the property is located within a historic preservation district, the design features are reasonably consistent with the historic character of the predominant architectural style within the district;

c. The design features will enhance or preserve the quality of the surrounding area so as not to detract from existing property values or impact adversely on existing scenic, natural, or historic beauty;

d. The design avoids undue monotony in structural design features.

The board may condition recommendation for approval upon an applicant obtaining of a suitable variance pursuant to division 3 of article II of this chapter.

(23) The city commission shall hold a hearing on the application for design review approval at the same time it conducts a hearing on the major site plan. It shall not approve the application for design review approval if:

a. The application does not meet all applicable provisions of this Code;

b. The health, safety, and general welfare of the public are not properly provided for.

(f) (4) *Minor site plan*. The design review shall be considered administratively by the planning department. ~~When development does not require site plan approval in accordance with section 125-313, but does involve property abutting an arterial road, design review approval shall be requested through a minor application.~~ The planning department shall approve such minor application for design review approval if it meets the requirements of the Architectural Design Standards, as adopted. ~~this section.~~

(g) (5) *Amendment, change or modification of an approved design*. Any change or modification in an approved application for design review shall be approved in the same manner as required for original approval except that the planning department may itself authorize a change or modification if such change or modification is minor and does not substantially alter the design characteristics or features previously approved. A proposed change or modification shall not be considered until a completed application form and filing fee are received by the planning department. If design review approval was originally part of a major site plan approval, ~~necessary because the development requires site plan approval in accordance with section 125-313,~~ and the planning department determines that a proposed change or modification is minor, the planning department shall advise the city commission of its intent to approve a minor change or modification and the change or modification shall then become effective unless the city commission finds that the proposed change or modification is substantial, not minor, whereupon the request for change or modification shall be reviewed by the same procedure required for original approval.

(he) *Expiration of approval.*

(1) Expiration of approval shall coincide with expiration of the associated site plan.

(2) Where site plan approval is not required, the applicant shall have one year to complete the approved activity.

~~(f) *Definitions.* Words and terms not defined in this section shall be interpreted in accordance with their normal dictionary meaning and customary usage. The following words, terms and phrases, when used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Appearance* means the outward aspect visible to the public.~~

~~*Appurtenances* means the functional objects accessory to and part of buildings.~~

~~*Architectural character* means the composite or aggregate of the characteristics, inferences or implications of structure, form, materials and function of a building, group of buildings, or other architectural composition.~~

~~*Architectural feature* means a prominent or significant part or element of a building, structure or site.~~

~~*Architectural style* means the characteristic form and detail, as of buildings of a particular historic period.~~

~~*Berm* means a raised form of earth to provide screening or to improve the aesthetic character.~~

~~*City* means the City of Fort Pierce, or the area within the Urban Services Boundary of St. Lucie County.~~

~~*Civic* means of or relating to a citizen, a city, a citizenship or civil affairs.~~

~~*Cohesiveness* means unity of composition and style between design elements of a building or group of buildings and their appurtenances, including site arrangement, landscape, signage and graphics.~~

~~*Development* means any building activity requiring a permit from the City of Fort Pierce.~~

~~*Encroachment* means the building of a structure within the yard area of the parcel or parcels on which an application for development is applied.~~

~~*Exterior building component* means an essential and visible part of the exterior of a building.~~

~~*External architectural feature* means the architectural style and general arrangements of such portion of a building or structure as is designated to be open to view from a public street, place or waterway, including the kind, color and texture of the building material of such portion and the type of window, doors, lights, attached or ground signs, and other fixtures appurtenant to such portion.~~

~~*Frontage line* means the line upon which the front wall of a building sits and is synonymous with its front yard line (setback). Frontage lines also exist for side walls facing a public right-of-way. Porches, stoops, balconies and bay windows may protrude beyond the frontage line as specified in this section.~~

~~*Landscaping* means all forms of planting and vegetation, ground forms, rock groupings, water patterns, walls, fences, driveways and pools and all other visible construction except buildings and utilitarian structures.~~

~~*Logic of design* means accepted principles and criteria of validity in the solution of the problem of design.~~

~~*Mechanical equipment* means equipment, devices and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning and similar purposes.~~

~~*Minor application* means applications for development which do not require site plan approval as defined in section 125-313(b).~~

~~*Miscellaneous structures* means structures, other than buildings, visible from public ways. Examples are: Memorials, stagings, antennas, water tanks and towers, sheds, shelters, fences and walls, kennels, transformers, or drive-up facilities.~~

~~*Open space* means a spatially-defined public area bound by streets, structure or landscape so as to be differentiated from private outdoor areas in use and design. These areas shall follow logic of design within the site plan and generally be regular in shape.~~

~~*Plant materials* means trees, shrubs, vines, ground covers, grass perennials, annuals and bulbs.~~

~~*Preservation* means the protection and care which prevent destruction or deterioration of significant structures, buildings or natural resources.~~

~~*Proportion* means relationship of parts of a building, landscape, structures or buildings to each other and to the whole; balance.~~

~~*Scale* means harmonious relationships of the size of parts to one another and to the human figure.~~

~~*Screening* means a structure or planting which conceals from view from public ways the areas behind such structure or planting.~~

~~*Shrub* means a multi-stemmed woody plant other than a tree.~~

~~*Site break* means a structural or landscape device to interrupt long vistas and create visual interest in a site development.~~

Street hardware means objects other than buildings, structures and plantings located in streets and public ways and outside of buildings. Examples are lamp posts, utility poles, traffic lights, traffic signs, benches, litter containers, planting containers, letter boxes and fire hydrants.

Streetscape means the scene as may be observed along streets composed of natural and manmade components including buildings, paving, planting, street hardware and miscellaneous structures.

Utilitarian structure means a structure or enclosure relating to mechanical or electrical services to a building or development.

Utility hardware means devices such as poles, crossarms, transformers and vaults, gas pressure regulating assemblies, hydrants and buffalo boxes that are used for water, gas, oil, sewer and electrical services to a building or a project.

Utility service means any device, including wire, pipe and conduit, which carries gas, water, electricity, oil and communications into a building or development.

Waterway means any canal, lake, river, tributary, channel, lagoon or connecting water within or adjacent to the boundaries of the city.

(g) *Design review guidelines.*

(1) *Roofs.*

a. Principal pitched roofs of wood vernacular styles shall be a symmetrical hip with a slope of 6:12 to 10:12. Pitched roofs of designs reflecting Mediterranean, Mission, Spanish Eclectic, Craftsman and Prairie styles may have slopes of 3:12 to 6:12. A broken pitch roof (a roof which becomes shallower in slope at one-third of the distance from the eave to the peak) is encouraged. Also allowed are gabled hips, flared hips and, where appropriate to mark an architectural feature or civic gesture, gable ends.

b. Rooflines may be punctuated with dormers, windows or ventilation louvers that add detail and interest to the facade. Dormers shall light habitable spaces and have shed roofs with a minimum slope of 3:12 or pitched roofs with a slope to match the principal structure. Eyebrow dormers are also encouraged.

c. The use of deep (32 inches to 40 inches) overhangs and, where appropriate, detailed eave brackets, are strongly encouraged. Variation in roof heights or articulation of a flat roof overhang along the facade is encouraged to add visual interest to a streetscape and delineation of activity within a structure.

d. Ancillary roofs (attached to walls or roofs) may be sheds sloped no less than 3:12. Roofs on towers shall be flat or have a slope which matches the primary structure.

e. The finished roofing material for visible pitched roofs shall be one of the following:

1. Cedar shingles with factory treated class B finish;

2. Steel, copper, or factory painted aluminum standing seam, batten seam, or Bermuda roofing;

3. Galvanized steel 5-V crimp roofing panels or pre-finished steel;

4. Galvanized metal or copper shingles of Victorian or diamond shape or pattern;

5. Asphalt dimensional shingles for residential buildings only;

6. Built-up or membrane roof behind parapets;

7. Flat concrete tile;

8. Clay or cement barrel, s-shaped or mission tiles.

f. The fascias around the eaves shall have limited simple detail that complements the fenestration, porch overhangs or entrances.

g. Exposed rafters with simple detailed ends may be substituted for fascia type arrangements.

(2) *Entrances.*

a. Buildings shall have architectural features such as porches or roof overhangs that delineate or emphasize entrances. Covered entrances shall be proportioned to human scale and follow logic of design relative to the building. This entrance shall face the public right-of-way, be well-defined architecturally and readily visible to pedestrian and vehicular traffic.

b. To provide for consistent spatial order of streets, and to accommodate a human scale and pedestrian activity, the inside line of the front yard (setback) shall be considered a frontage line. Exceptions to this requirement may be granted for development in the following zoning districts: OS-1 (Open Space Recreation), OS-2 (Open Space Conservation), I-1 (Light Industrial), CP-1 (Commercial Parkway), C-6 (Marine Commercial), and C-3 (General Commercial) on properties backing onto a highway and fronting an internal access road.

c. Doors shall have detail appropriate to the architectural character of the proposed building and may be defined with sidelights, transoms or wooden or metal shutters.

d. Porches shall have a minimum depth of six feet and may encroach up to six feet into the front yard (setback), or into a side yard that abuts a public right-of-way or public space.

~~(3) *Windows.*~~

~~a. Windows shall have well-defined frames, transoms or sills, and should be accentuated with shutters or Bahamas awnings where appropriate. Material of frames, shutters and awnings shall be painted or stained wood, aluminum or vinyl-clad wood, steel or aluminum.~~

~~b. Reflective or mirrored glass is not permitted, however on side and rear elevations, translucent glass may be used. Minimal tinting to meet energy code requirements may be permitted. Glass block may be used where appropriate to the architectural style.~~

~~c. Storefront glass shall be clear and unobstructed from signs and the backs of counters, display racks and merchandise.~~

~~d. Windows must be placed on elevations that face the public right-of-way and must be in scale and compatible with the architectural style of the building. The bottom of the window (knee wall) shall not be lower than 24 inches in residential or office buildings, or higher than 48 inches from grade or sidewalk in retail buildings.~~

~~e. Large expanses of wall without windows or detail that face the public right-of-way are prohibited. Retail buildings shall have fenestration that reveals interior activity and encourages interest in the products or services provided.~~

~~(4) *Elevations.*~~

~~a. Building designs shall reflect traditional proportions and architectural vocabularies demonstrated in local precedents or regional building types and styles. Wood vernacular styles include Cracker, Classical Revival and Victorian. Masonry vernacular buildings demonstrate details of Mediterranean styles including Mission and Spanish Eclectic. Streamlined Art Deco and Mid-Century Modern buildings in masonry systems are also imbedded in local and regional vernacular. Elements borrowed and interpreted from Colonial, Prairie and Craftsman styles can be found in wood and masonry systems, or a combination of the two.~~

~~b. Elevations adjacent to a public right-of-way shall be considered as a building front and treated as such with appropriate entrances, fenestration or detailing.~~

~~c. Articulation in the facade should give visual relief and be of sufficient depth to provide shade and shadow on adjacent building surfaces. Colors of wall surfaces shall be chosen to complement this facade articulation and colors shall be in keeping with the chosen architectural style and character.~~

~~d. Materials for facades shall be of stucco, wood clapboard, wood shingles, cement siding in clapboard style boards, modular unit masonry, coral or keystone. Brick coursework should use traditional methods that enhance elevations and frame~~

fenestration and door openings. Metal or vinyl siding, and simulated stonework on expanses of building walls shall not be permitted. Two-dimensional stucco details that mimic three-dimensional articulation or structure shall not be permitted.

e. Proportion and composition of fenestration on new construction shall be compatible with architectural style. Vertical proportions are generally encouraged in all wall openings, especially for traditional architectural vocabulary. Stylistically modern buildings may utilize horizontally proportioned openings where appropriate.

f. Storefronts and their entrances are to follow logic of design and be contained within structural bays of the building.

g. Infill storefront design shall be compatible with the existing architecture of the building and block. Details and architectural features should relate to the entire building and block.

h. Roll down gates, security shutters and bars that are visible from any public right-of-way should be avoided.

i. Storm shutters shall be deployed only upon the issuance of a storm warning from the governing agency authorized to issue such warning.

j. Exterior building components and all proposed elements of the streetscape shall be painted with a color compatible with the architectural character and style of the proposed development as well as the surrounding buildings.

k. Blank walls are discouraged. Walls shall be punctuated with windows, doors or architectural elements. New construction that includes long dimensions of continuous wall shall employ the use of site breaks to punctuate the streetscape.

l. To ensure compatible site design and elevations as seen from the water, development adjacent to or visible from waterways may be expected to meet specific requests from the design review board beyond what is outlined in this section.

(5) *Streetscape improvement guidelines.* Streetscape improvements include those architectural or functional facilities or structures which occur on site but are not part of the building and which contribute to the overall appearance of the development and encourage and facilitate human interaction with the environment. Examples include, but are not limited to, decorative light fixtures, fountains, sculpture and other civic art, benches and tables, planters, retaining walls, pedestrian and bicycle paths, bicycle parking structures, trash receptacles and enclosures, vendor areas, bollards and fences. These improvements shall be designed to be consistent with all guidelines of this section, and shall be reviewed for aesthetic functionality and compatibility with the city's design expectations.

~~(6) *Lighting.*~~

~~a. Decorative, low-level intensity, non-concealed source lighting which defines vehicular and/or pedestrian ways may be acceptable if not used as general lighting for a development.~~

~~b. Exterior architectural, display and decorative lighting visible from all public rights-of-way shall be generated from concealed light source, low-level light fixtures. Color lamps shall not be used.~~

~~c. Site lighting shall conform to the provisions of section 125-313(d)(8).~~

~~(7) *Landscaping.*~~

~~a. All landscape designs and drawings shall conform to chapter 123, article I.~~

~~b. Landscaping for the proposed development shall provide visually harmonious and compatible settings for structures on the same lot as well as adjoining or nearby lots and shall blend with the surrounding landscape. The scale of the proposed landscaping shall be in proportion to the building and to the human scale of the streetscape.~~

~~c. Screening shall be provided by appropriately designed walls and mature plant materials rather than the construction of berms.~~

~~(8) *Walls and fences.*~~

~~a. Walls and fences shall be considered as an integral part of the design proposal, and shall generally be constructed of the same material as the first floor of the primary building.~~

~~b. Concrete walls shall be faced with stuccoed or stone, or shall incorporate some perforated pattern cohesive with the design intent. Gates and fences shall be wood, an appropriate composition of iron, metal or aluminum, or masonry piers with wood pickets.~~

~~(9) *Signs.*~~

~~a. Signs will be reviewed for compliance with the guidelines of this section, section 117-6, and for compatibility with the city's developing character.~~

~~b. Signage shall be considered as an external architectural feature consistent with and in proportion to the overall design scheme for new construction and renovation.~~

~~(10) *Awnings.*~~

~~a. Awnings shall only be used where architecturally compatible with the building. The shape of the awning and related hardware should be consistent with the~~

~~architecture of the building as well as proportionate with the scale of the facade and its surroundings regarding design, color, scale and fabric.~~

~~b. Where a single building has several storefronts and tenants, or within a single center, they should all have a consistent design, scale, color scheme, and fabric throughout.~~

~~c. Awning fabric shall be made of non-glossy material, such as treated cotton for durability, and ribbing (seams) should run vertically.~~

~~d. Awnings shall not be used as an attention-getting device, and should contain only minimal signage on the awning fabric. Awnings should not be backlit; simple down-lighting to illuminate the window, door or sidewalk should be used.~~

(i~~11~~) *Renovations, alterations and/or additions.*

(1)~~a.~~ Renovations, alterations and/or additions to existing structures shall be reviewed as minor applications.

(2)~~b~~. Such alterations shall be compatible with the city's existing and developing character regarding scale, massing, materials, and architectural design referenced in the above sections. Primary elevations of the facade shall be reconstructed, as appropriate, according to the design review guidelines for new development.

(3)~~c~~. Renovation projects shall encompass, where appropriate, the entire site.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-nnn was duly advertised in the St. Lucie News Tribune on Sunday, _____, and

Sunday,_____; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____of _____, 2024.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST:

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara Hedges, Esq.
CITY ATTORNEY

City Commission Regular Meeting - 5:05 pm **13. b.**

Meeting Date: 12/02/2024

Re:

SUBJECT:

Resolution 24-R60 Appointing Clayton Colby Johnson to the City of Fort Pierce Planning Board as Mayor Hudson's appointee.

SUMMARY:

John Heaning submitted his resignation from the Planning Board, thus creating a vacancy for the seat appointed by Mayor Hudson.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor Linda Hudson

Attachments

24-R60

Clayton Colby Johnson

Form Review

Form Started By: Tina Rel Started On: 11/21/2024 11:31 AM

Final Approval Date: 11/21/2024

RESOLUTION NO. 24-R60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED that Clayton Colby Johnson be and is hereby appointed and/or reappointed by the City Commission to serve as a member of the City Planning Board; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

Name:	Appointed by:
Clayton Colby Johnson	Linda Hudson

BE IT FURTHER RESOLVED that this Resolution shall become effective December 2, 2024.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 2nd day of December, 2024.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #23239

Date Submitted: 10/25/2024

Name of Board or Boards for which you are applying:*

Planning Board

Name:*

Clayton Colby Johnson

Home Address:*

1920 Cypress Ave

City:* | **State:*** | **Zip:***

Fort Pierce | FL | 34949

How long at this address?* | **Telephone Number***

6 years | 772-201-2447

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Landscape/Nursery

Employer:*

Greenland Nursery

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I have managed a Nursery/Landscaping business for 22 years

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Kristina Gibbons

Applicant Email Address:*

greenlandcolby@aol.com

Date:*

10/25/24

Applicant's Signature:*

Clayton Colby Johnson

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

City Commission Regular Meeting - 5:05 pm **15. a.**

Meeting Date: 12/02/2024

Re:

SUBJECT:

Reports

Attachments

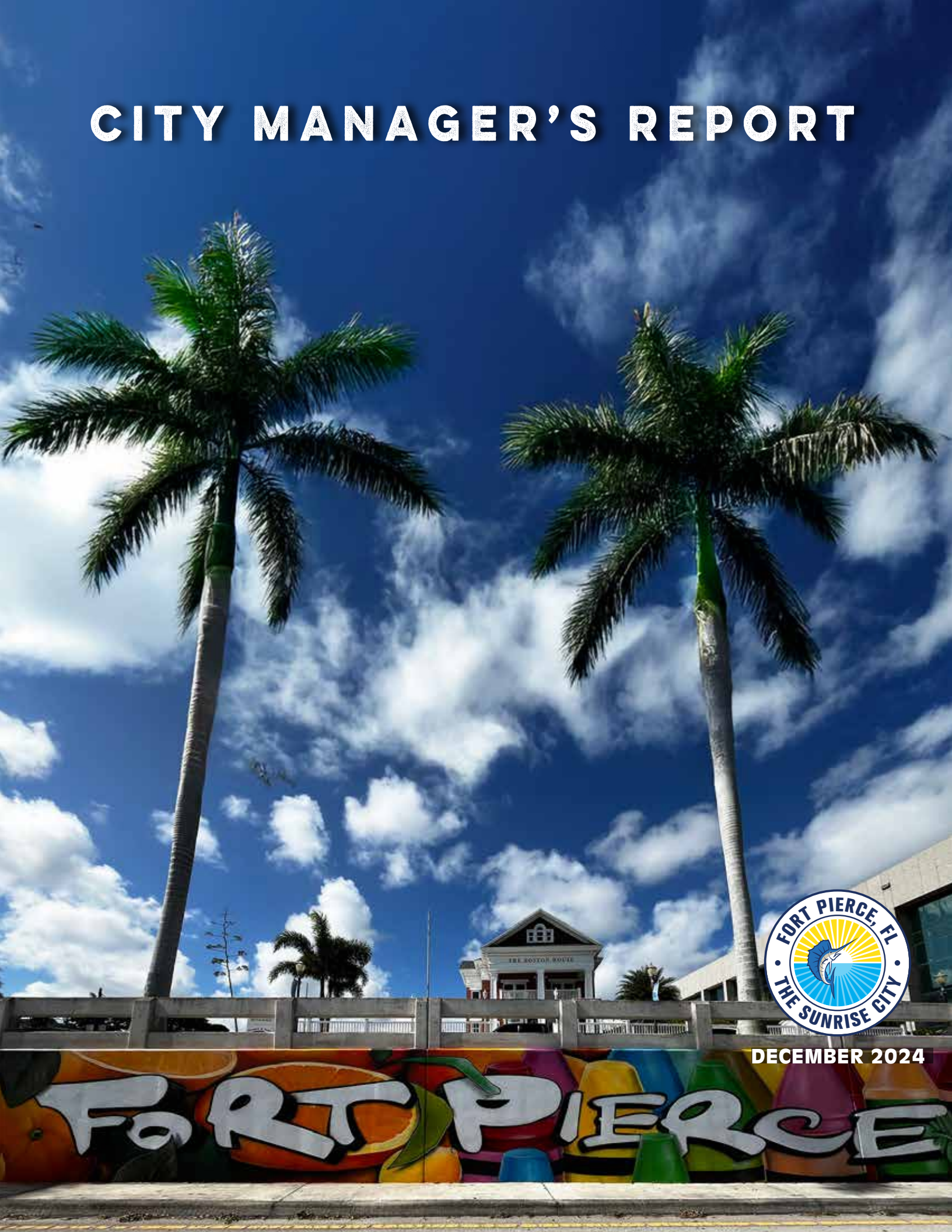
City Manager's Report

Form Review

Form Started By: Jennifer Robinson Started On: 11/21/2024 01:57 PM

Final Approval Date: 11/21/2024

CITY MANAGER'S REPORT



FORT PIERCE, FL
THE SUNRISE CITY

DECEMBER 2024

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The Art of Community: A Journey Through Fort Pierce's Mural

In the heart of Fort Pierce, a 680-foot mural tells the rich story of the Treasure Coast, capturing the community's past, present, and future. The mural, "Moving Through Time," is located on the wall east of the St. Lucie County Courthouse, along Indian Rive Drive. The artist, Sean Coffey of Memphis, TN, deeply immersed himself in Fort Pierce's history, connecting with the community and listening to personal stories to create a visual journey that unfolds chronologically.

The mural's creation was a collaborative effort, with the artist's vision shaped by conversations with the City of Fort Pierce's Arts and Culture Board, ensuring the piece was not only aesthetically pleasing but deeply meaningful to the community. The mural's completion timeline extended significantly, stretching from an initial two-week estimate to a final duration of seven weeks. Despite challenges such as severe weather, the artist's bond to the project only deepened.

"Those conversations were essential," Coffey reflected. "They shared their personal connections to the area, the histories and experiences that they each carried with them."

A notable section of the mural pays homage to the Highwaymen, a group of African American artists known for their vibrant Florida landscapes. This public art piece stands as a testament to the transformative power of art, serving as a catalyst for community pride and a bridge between diverse experiences.

"It's a reminder of the struggles we all face in finding our voice, our space, and our identity in a world that can often feel overwhelming," Coffey said.

The mural will continue to be a constant reminder of Fort Pierce's rich history and vibrant community spirit, inviting viewers to reflect on the stories that have shaped this unique corner of Florida's Treasure Coast.

"It's more than decoration," Coffey said. "It's a catalyst for community pride and a bridge between diverse experiences.



Mayor Hudson & Sean Coffey



A Vibrant Start to the Season

The excitement in downtown Fort Pierce is palpable as Sunrise Theatre welcomed crowds eager to enjoy live entertainment this fall. With two sold-out performances, October closed and November opened with a bang, signaling a promising season ahead.

Actor and comedian Rob Schneider set the stage on October 25th, delivering a lively performance as the season's opener. Nurse John, a TikTok sensation, followed with a packed show on November 1st. Originally, the Eli Young Band was scheduled to launch the season, but Hurricane Milton caused a delay, making these events even more anticipated.

October wasn't just about performances. Sunrise Theatre embraced the festive spirit by participating in the Annual Trick-or-Treat and Ghost Tour events. Whether it was handing out candy or welcoming visitors for ghostly adventures, the theatre played an integral role in the community's celebrations.

Under the guidance of Marisa Quijano, the Acting Executive Director, Sunrise Theatre is evolving. Aiming to strengthen ties with local businesses, the theatre has introduced several new initiatives:

- Monthly Newsletters: Keeping patrons informed about day-to-day operations and upcoming shows.
- Enhanced Staffing: A new bar management team and box office staff have joined the fold, ensuring a smoother visitor experience.
- Facility Upgrades: With CINTAS, custodial services have been updated to provide a more comfortable environment.

The theatre is gearing up for an even busier season with five new shows already announced and more on the way. Special attention is being given to R&B and Latin performances to reflect and celebrate Fort Pierce's diverse culture.

For tickets and event details, visit www.sunrisetheatre.com or contact the Box Office at 772.461.4775.

SUNRISE THEATRE
A NIGHT AT THE SUNRISE
R&B, SOUL, LATIN & MORE!
THE SPINNNERS
NOV 16
THE GREATEST LOVE OF ALL
JAN 3
THE STYLISTICS
JAN 7
LOS LOBOS
JAN 11
THE SOUL CRUISERS
MAR 2
MIAMI SOUND REVUE
MAR 14
ANJELAH JOHNSON-REYES
APR 12
DONNA SUMMER & DIANA ROSS TRIBUTE
APR 17
SCAN FOR MORE INFO!
WWW.SUNRISETHEATRE.COM
117 SOUTH 2ND STREET
HISTORIC DOWNTOWN FORT PIERCE
BOX OFFICE: 772.461.4775
MON-FRI: 10AM - 2PM
★2024★ THE OFFICIAL COMMUNITY'S CHOICE AWARDS Treasure Coast

5553 S US HWY 1

Construction is nearing completion at Wallace Hyundai. Lifts have been installed in the service bays, fixtures are being installed in the showroom, landscaping is being installed, and the dealership is now proudly flying the American flag. All aspects of construction are inspected by the Building Department for compliance with the Florida Building Code. This includes the flagpole which is reviewed and inspected for wind load compliance and for fall radius to ensure in the event the flagpole was damaged that it would not fall on any nearby structures.





300 BLOCK MEANS CT

Three homes are currently being built at The Oaks at Moore's Creek, with additional homes scheduled to be built in the immediate future. One home has recently had the footing steel and underground plumbing inspected so that the slab can be poured. The second home is having the plywood sheathing installed on the roof in preparation of inspection. The third home is nearing completion and will be ready to occupy in the near future.

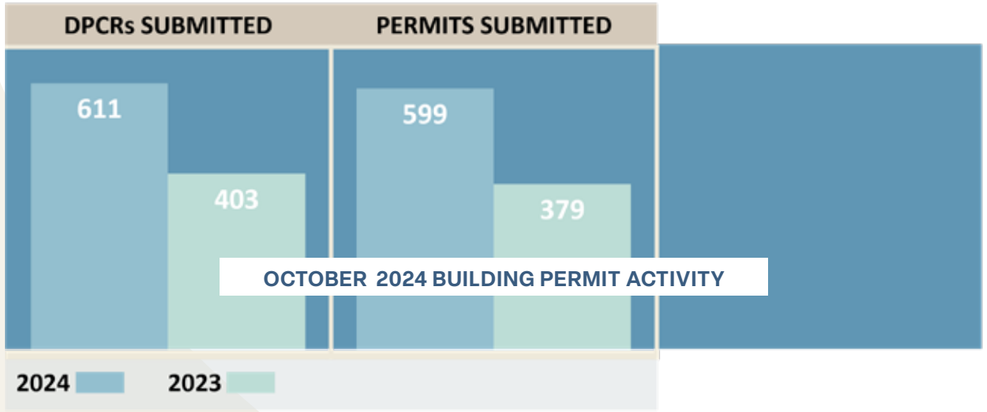


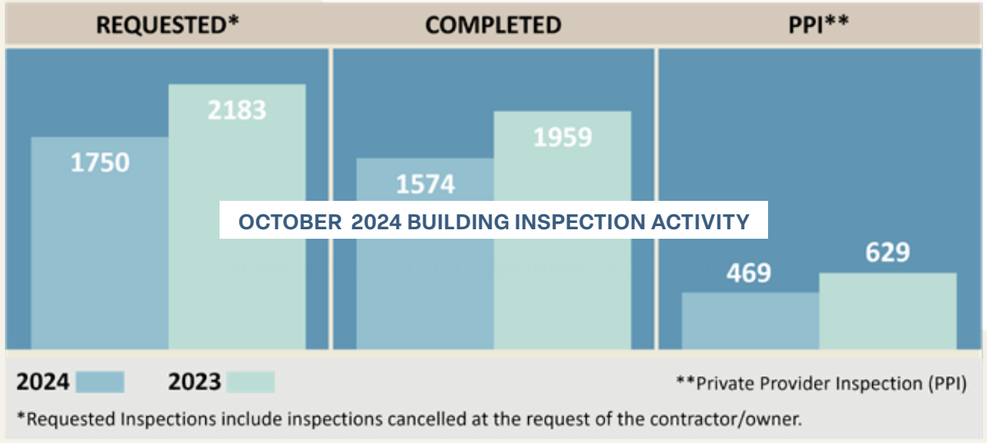


5340 S US HWY 1

Construction is ongoing at Twin's Car Wash. These pictures were taken when the window frames were being installed in the main building and the footing steel was being inspected prior to the concrete being poured for the dumpster enclosure, vacuum area and pay station island.









Trunk or Treat

The Fort Pierce Police Department's Annual Trunk or Treat event was a huge success! This year the Department decided to switch things up a bit from the drive up events we have held since 2000. While there has always been a great turnout, we just felt something was missing. That something was the true interaction with the participants. We missed connecting with all of the young super heroes, the Elsa's, and ninja turtles. This decision could not have been a better one. Everyone, from eventgoers to the Staff, had such a blast! Participants were able to browse the vehicles decorated by the officers before moving on to receive a special treat. There were special guest appearances and opportunities to take photos with Darth Vader and Obi One from Star Wars. Even Winifred from Hocus Pocus decided to stop by. This was such an amazing event and we are already planning for and eagerly awaiting next year's event.





Mayor Hudson & Highwaymen Foundation Board


Mayor Hudson & Pete Tesch


Left to right:
Ms. Rose Marie, Mayor Hudson, and Betty Bradwell



Mayor Hudson & Lions Club

#LoveTheFort Selfie Day

Florida City Government Week, held October 21-27, 2024, highlighted the vital role of municipal governments and encouraged civic engagement. Fort Pierce embraced the celebration with events like #LoveTheFort Selfie Day on October 22. Residents and visitors shared their love for the city by snapping selfies at iconic landmarks and posting them on social media. The event fostered community pride and spotlighted the city's beauty, all while engaging citizens in a fun and interactive way.

Adding a personal touch, Mayor Linda Hudson welcomed visitors to City Hall between 1 PM and 3 PM for selfies, creating a memorable connection with the community. Alongside this, the city organized other activities to educate and inspire civic involvement, demonstrating the importance of collaboration in shaping a vibrant Fort Pierce.


Mayor Hudson & St. Andrews students



Firehawks 2024 Season

Wrap Up

As we wrap up the 2024 football and cheer season, we reflect on both the challenges and victories we've experienced.

While our football teams fell short of reaching the Super Bowl, they gained invaluable experience and growth throughout the season. Notably, three of our teams made it to the semi-finals, showcasing their hard work and determination.

Our cheer program recently excelled at the PSLAA cheer competition, with our 10-12 age group proudly taking home 1st place! The other age groups also performed exceptionally well, representing the Firehawks organization with great pride and spirit.

We extend our heartfelt gratitude to our coaches for their unwavering dedication and commitment to nurturing our young athletes.

Looking ahead, we are excited to announce that registration for the upcoming basketball season will begin in January 2025. The season will kick off in March 2025 and run for eight weeks. We can't wait to see everyone on the court!



Indian Hills Golf Course

Mother Nature has already been a huge help this Fall, with several days of unexpected rain. It would be extremely beneficial for us to receive continued rain one or two nights per month as we get into the cooler winter season. Coming off one of our best revenue Octobers ever, November has been equally strong! With the much-improved course conditions we are excited heading into the winter months with our best product in years.

Our annual "Turkey Shootout" held on Thanksgiving morning each year was SOLD OUT again! With 120 players in attendance, everyone had a great time and collectively we raised a few hundred pounds of food and just over $350 in cash for the Treasure Coast Food Bank!!

We are also a drop site for the "Toys for Tots" program so if you're looking to donate any toys for children this holiday season, please drop off a new, unwrapped toy at the Golf Shop. With so many people struggling this time of year, any donation you can provide goes a long way to helping those in need in our community!

We thank all of our members and guests for their support and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

	SEPTEMBER 2024	OCTOBER 2024
Golf Rounds	2502	2958
Golf Fees	$56,063.79	$76,756.58
Range Tokens	$946.12	$1,838.00
Membership Fees	$798.69	$4,147.38
Food & Beverages	$8,296.40	$8,102.22
Merchandise	$3,829.48	$2,934.51
TOTAL	**$69,934.48**	**$93,778.69**

Transforming Orange Avenue

The vibrant Peacock Arts District continues to grow its cultural footprint with stunning new murals that bring life and character to Orange Avenue. Following the completion of the dynamic mural at 717 Orange Avenue by Jacksonville-based artist Jason Tetlak, plans are underway for a fresh masterpiece at 607 Orange Avenue.

Sitki Dogan, a celebrated muralist known for his bold and captivating designs, has been selected to create "Flora Symphony". This upcoming mural will incorporate vivid botanical themes and a harmonious color palette, promising to elevate the area's aesthetic and infuse it with creativity.

As the Peacock Arts District continues to thrive, the addition of "Flora Symphony" will be a testament to the power of public art to enrich urban spaces. With Jason Tetlak's vibrant mural already setting a high standard, the anticipation for Dogan's contribution is palpable. Stay tuned for updates on this transformative project, as Orange Avenue becomes a true showcase of artistic expression.









Ohio Avennue
Phase 2 (US Hwy 1 to 11th Street)

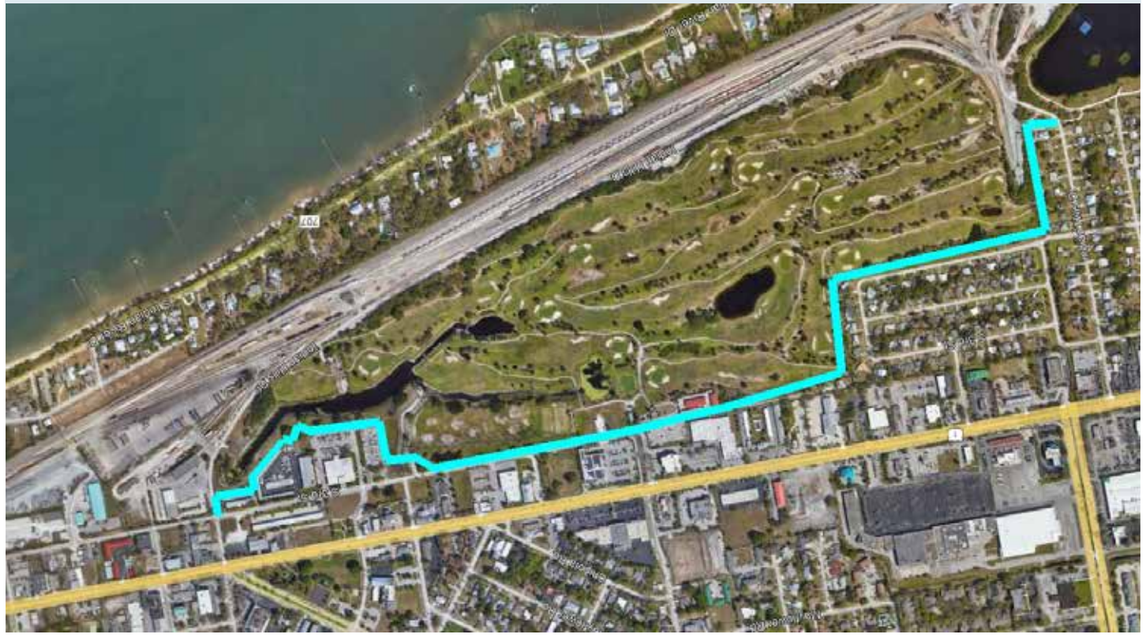
A final inspection was conducted and the contractor is addressing punch list items. Final construction expected in December 2024.





SUN Trail Highwayman Trail Gap
(Indian Hills Drive to Georgia Avenue)

This project is currently on hold until a new agreement with FDOT can be executed that provides the additional funding for construction. The previous bids expired and the project will need to be bid again following the new agreement which is anticipated in March.



2024 Street Resurfacing Program

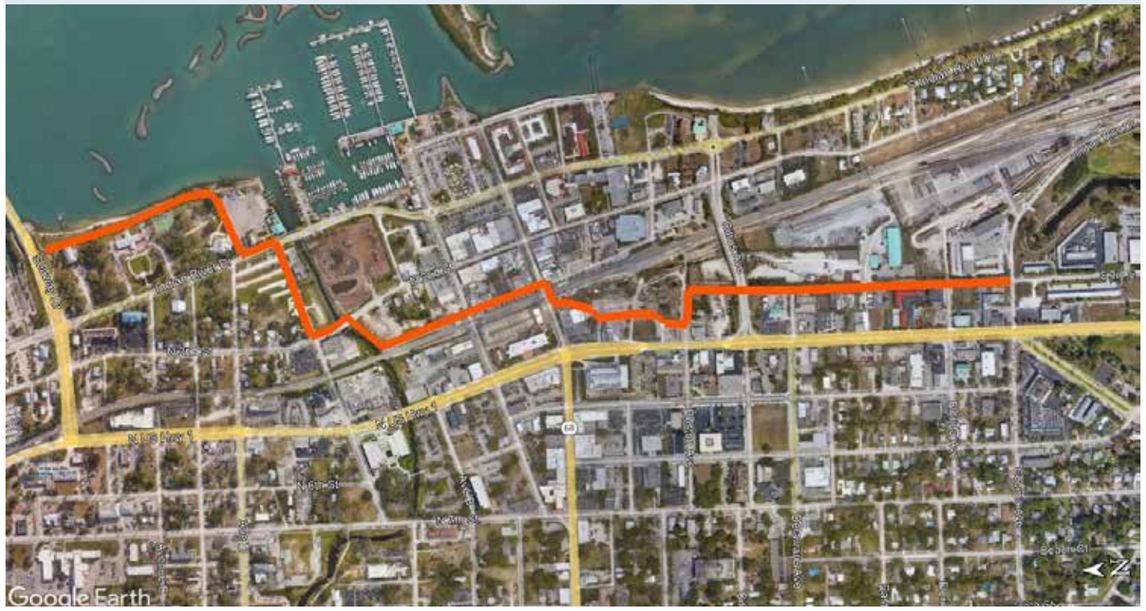
The City has identified 2.1 miles of resurfacing for FY 2024. Work on the ADA Ramps within the limits of these streets is underway and milling work has begun. Currently, inspections and punch list items are being completed. A final inspection will be completed.

Avenue B
(13th Street to 8th Street Reconstruction)

Contractor is addressing punch list items.

SUN Trail Historic Downtown Retrofit (Georgia Avenue to North A1A)

This project is currently on hold as the original design support agreement with FDOT expired in March of 2024. The consultant has been notified and the design cannot continue until a new agreement is executed.



Indian Hills Golf Course Site Expansion Phase 1

The proposed site expansion of the Indian Hills Golf Course includes Phase I development consisting of four (4) Pickleball Courts, paved parking lot for 36 vehicles, pervious paver golf cart staging area, landscaping, parking lot lighting, and utility connections for the Phase II improvements. Phase II improvements include the construction of a new clubhouse and golf cart barn.

A pre-construction meeting was held on September 25, 2024 and it is anticipated construction commencement December 2024 with construction completion estimated to be in May 2025

Frances Avenue Roadway Improvements

PRP Construction Group, LLC construction contract was approved at October 7th City Commission meeting. A pre-construction meeting was held on Tuesday, October 29th. Project is scheduled to begin in January 2024. The work associated with this roadway improvement project includes drainage improvements, water main installation, utility adjustments and roadway restoration.

Comprehensive Safety Action Plan

The City has received $240,000 in federal funding from the Safe Streets and Roads For All Program (SS4A) to develop a Comprehensive Safety Action Plan. This plan will identify and prioritize low-cost safety improvements throughout the City. A project website has been made public and allows citizens to view the current state of the Plan and to provide survey information. Neighborhood meetings are scheduled for December 5, 10, and 11. A stakeholder meeting is scheduled for December 17.

Avenue D (US Hwy 1 to Indian River Drive)

The consultant has provided information to address the design changes and prepare the documents for final design and advertisement.

Avenue D (29th Street to US Hwy 1)

The City provided the revised plans to FDOT on September 23, 2024 for approval to advertise for construction. Once approval is received, the project is ready to advertise for construction.

Avenue D and Means Court Public Parking Lot

A pre-construction meeting has been scheduled for December 4, 2025. Construction commencement is anticipated for February 2025.



Officer Damian Spotts is on left

Officer Damian Spotts Honored as 2024 Crime Prevention Practitioner of the Year

Every community thrives on the hard work and dedication of its leaders, especially those committed to safety and well-being. Officer Damian Spotts of the Fort Pierce Police Department has been a shining example of such leadership. Recently, he was honored with the 2024 Florida Crime Prevention Association's Practitioner of the Year Award, recognizing his invaluable contributions to crime prevention and community development.

If you know Officer Spotts, this recognition comes as no surprise. Over the past five years, he has served as the Region 7 Director of the Florida Crime Prevention Association, setting a standard for proactive leadership. His efforts extend beyond his title, as he is deeply involved in community initiatives that have made Fort Pierce a safer and more connected place to live. Officer Spotts' role goes beyond enforcement.

Here are just a few highlights of his impactful work:

- Citizens Observation Patrol: Overseeing a vigilant team that enhances neighborhood safety.
- Community Engagement: Leading community watch meetings to foster trust and collaboration.
- Educational Programs: Promoting railroad safety through "Operation Life Saver."
- Child Safety Advocacy: Collaborating with Safe Kids St. Lucie County to protect young lives.
- Fundraising Leadership: Organizing "Tip A Cop" and "Cops on a Rooftop" events, raising funds for the Florida Special Olympics

Officer Damian Spotts' unwavering commitment to public safety and community engagement has earned him the 2024 Practitioner of the Year Award. This achievement reflects his passion, leadership, and dedication to making Fort Pierce a better place for all. Thank you, Officer Spotts, for your exceptional service!



CITY MARINA REVENUE REPORT

	AUGUST	SEPTEMBER	OCTOBER
Dockage Reservations	59	40	74
Monthly Dockage	$165,048.48	$157,324.62	$161,957.90
Transient Dockage	$47,439.64	$48,669.08	$78,366.37
Electricity	$3,759.70	$4,200.97	$5,606.58
Retail	$12,086.51	$9,891.08	$9,261.80
Gas Sales	$45,723.49	$30,674.16	$21,685.55
Diesel Sales	$29,556.57	$12,599.60	$31,431.11
TOTALS	**$303,614.39**	**$263,359.51**	**$308,309.31**





Left to right:
Marsha Commond, PW Special Projects Coordinator and Jack Andrews, Deputy City Manager Public Services

Hurricane Milton Donation

The American Public Works Association (APWA) Treasure Coast (TC) Chapter extends heartfelt gratitude to the City of Fort Pierce for its participation in a regional donation drive aimed at assisting those affected by Hurricane Milton. The City of Fort Pierce, along with several neighboring municipalities, contributed a truckload of items that included water, dry goods, hygiene products, clothing, and baby supplies.

Representatives from APWA-TC collected the donations from City Hall, where the donation drive box was located. APWA-TC is currently sorting through all the received items and will collaborate with the state-level branch to ensure the donations reach those in need. The Public Works Department remains dedicated to supporting the community during challenging times and will work closely with partner agencies and Fort Pierce residents.

October 2024 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Unpermitted Construction Activity	-	-	-	-	2	1	3.7	0.2
Abandoned Vehicle	1	1	0.9	2.1	1	0	0.0	0.0
General	-	-	-	-	3	2	1.2	12.1
Illegal Dumping	1	1	0.0	3.8	-	-	-	-
Outside Storage/Junk/Trash	-	-	-	-	2	1	0.0	23.3
Tall Grass/Overgrown Landscaping	1	1	0.0	3.8	4	4	1.1	3.4
Drainage Issues	1	0	0.0	0.0	4	0	0.0	0.0
Traffic Signal	-	-	-	-	1	0	0.0	0.0
Parks and Playgrounds	-	-	-	-	2	1	0.3	5.8
Pothole	-	-	-	-	3	0	1.3	0.0
Streetlight	1	0	1.1	0.0	2	0	0.0	0.0
Street Sign	-	-	-	-	1	1	0.0	1.2
Trash and Recycling	3	1	0.0	0.1	2	0	0.0	0.0
TOTALS	**8**	**4**	**0.4**	**2.4**	**27**	**10**	**1.0**	**6.8**

DTA - Days to Acknowledgement DTC - Days to Close

Please use this link to view a map of the Fort Pierce City Commission Election Districts:https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Distircts-Map-2022

BUILDING
COMMUNITY RESPONSE
ENGINEERING
PUBLIC WORKS



River Walk Center Sales Report - October 2024

classes	parks permits	special events	facilities
$1,537	$2,499	$1,525	$8,930



Welcome New Businesses

Nara ABA LLC

7-ELEVEN, INC.

The Pink Moon Beauty Lounge

Above & Beyond Christian Counseling

Tiwana D Holmes P.A.

M & H Petroleum Inc

St. Lucie Retail 46 LLC

Joyride Fort Pierce Boat Rentals

MO Behavior Therapy LLC

Aldi (Florida) LLC

Lozano Barbershop LLC

Rediscover Food Inc

Superior Truck Tires & Service LLC

Ricard Family Dentistry, Inc



www.cityoffortpierce.com | 772.467.3000

CITY OF FORT PIERCE MISSION STATEMENT:

"To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work."