

REVISED SETTLEMENT OFFER
Keene v. City of Fort Pierce
Case No. 562025CA002199

Plaintiff Kevin S. Keene submits this revised settlement offer in an effort to resolve this matter without further litigation, motion practice, public expense, and delay.

This proposal is intended as a practical, middle-ground resolution. It is not intended to interfere with routine City operations or ordinary maintenance decisions. Its focus is limited to major decisions involving publicly owned waterfront lands.

1. No Admission

This settlement offer is a compromise proposal made for purposes of resolving disputed claims. Acceptance of this proposal shall not constitute an admission of liability, wrongdoing, or legal violation by any party.

2. Little Jim Compliance Condition

The City agrees that it shall not issue, approve, or proceed with any new Request for Proposals, long-term lease, redevelopment agreement, sale effort, or material land-use change concerning the Little Jim / Little Jim Bridge property until:

- a. the issues identified by the Florida Department of Environmental Protection in its Warning Letter and related inspection materials have been resolved to the satisfaction of the responsible regulatory authority; and
- b. the City has obtained written confirmation of such resolution from either:
 - the Florida Department of Environmental Protection, or
 - an independent third-party professional selected by the City.

For purposes of this paragraph, “material land-use change” does not include routine maintenance, ordinary repairs, temporary operating arrangements of one year or less, emergency measures, or other actions necessary to protect public safety or preserve the property.

3. Current Lessee Right of First Refusal

Following completion of any competitive bid process for the Little Jim / Little Jim Bridge property, the City shall offer the current lessee a right of first refusal to enter into a new lease at an amount equal to the highest responsive bid received by the City. The property shall be leased in its existing “as-is” condition, without requiring or conditioning the new lease upon any additional improvements, alterations, redevelopment, or other changes to the property.

The new lease shall provide for a potential total term of nine years, consisting of an initial three-year term followed by two additional three-year renewal options exercisable by the lessee.

4. City-Initiated Waterfront Public Vote Framework

Within 60 days of acceptance of this settlement, the City agrees to place on a City Commission agenda, for public hearing and consideration, a proposed Charter amendment or other legally authorized voter-approval measure limited to publicly owned waterfront lands of the City of Fort Pierce.

That proposal shall be structured so that:

- a. the normal City review and public hearing process occurs first;
- b. if, after that normal process, the City Commission still wishes to proceed with a sale, exchange, long-term lease, redevelopment agreement, or material land-use change involving publicly owned waterfront lands, the action shall not become effective unless approved by a majority vote of the electors of the City of Fort Pierce;
- c. the proposal may provide that the referendum occur at the next municipal general election or at a special election called by the City Commission for that purpose, as allowed by law;
- d. the proposal shall include reasonable exceptions for utility/access easements, temporary licenses, intergovernmental transfers that preserve public use, emergency actions, routine maintenance, and other minor or non-dispositive matters that do not materially alter public use.

5. Good-Faith Public Process

The City agrees that the process described in Paragraph 4 shall include:

1. at least one publicly noticed City Commission discussion item;
2. public opportunity to speak a minimum of 5 minutes (per speaker) to the commission;
3. preparation of draft ballot title/summary or equivalent voter language by the appropriate City officials or counsel; and
4. coordination with the City Clerk and Supervisor of Elections as needed regarding timing and procedure.

6. Intent of Settlement

The intent of this settlement is to preserve public trust while allowing the City to continue functioning through its ordinary hearing and review process.

The purpose is not to require a vote on every routine transaction involving City property. The purpose is to ensure that major decisions involving publicly owned waterfront lands - specifically sales, long-term leases, redevelopment agreements, or material land-use changes that could permanently alter public use - do not become effective unless the public has first had both:

1. the opportunity to be heard through the normal hearing process, and
2. the opportunity to vote before the action becomes final.

Special elections are contemplated only as one available tool to keep the process moving forward when appropriate and lawful, rather than forcing all such matters to wait for a distant election cycle.

7. Dismissal Mechanism

In exchange for the City's written acceptance of this settlement and commencement of the actions required by Paragraphs 2 through 5, Plaintiff agrees to file a notice of voluntary dismissal without prejudice.

If the City completes the actions required by Paragraphs 2 through 5 in good faith, Plaintiff agrees to execute any additional dismissal paperwork reasonably necessary to conclude the case.

Alternatively, if the City prefers, the parties may submit an agreed order staying the case for a limited period while the City completes the actions described above.

8. Acceptance

This settlement offer may be accepted by written approval of the City Commission and written confirmation by counsel for the parties.

Respectfully submitted,

Kevin S. Keene

Plaintiff, Pro Se