Law Offices
NEILL GRIFFIN MARQUIS, PLLC
311 South Second Street
Suite 200
Fort Pierce, FL 34950

Richard V. Neill+▫
Richard V. Neill, Jr. +☆
Renée Marquis-Abrams*
Ian Eielson Osking
Brandon M. Hale

*Board Certified Wills, Trusts, & Estates Lawyer
☆Certified Circuit Civil/County Court Mediator
+ Board Certified Civil Trial Lawyer
▫ Of Counsel

Mailing Address:
Post Office Box 1270
Fort Pierce, FL 34954-1270
Telephone: (772) 464-8200

Fax: (772)464-2566

July 16, 2020

Mayor William G. Thiess
2512 Lightlewood Lane
Fort Pierce, Florida 34946

Mr. Dale Reed
2811 North Indian River Drive
Fort Pierce, FL 34946

Mr. James Grimes
3203 North Indian River Drive
Fort Pierce, FL 34946

Mr. John Langel
2511 North Indian River Drive
Fort Pierce, FL 34946

Ms. Ingrid M. Van Hekken
304 Anchor Way
Fort Pierce, FL 34946

Mr. Timothy Ritter
2513 Lightlewood Lane
Fort Pierce, Florida 34946

RE: Town of St. Lucie Village

Gentlemen and Ms. Van Hekken:

Please accept the following as our attorney's report for the July 21st meeting.

1. Proposed Millage Rate; Budget Hearing Schedule. The two items to be approved are a proposed millage rate and hearing information to put in the form DR-420, which needs to be submitted before the end of the month. A draft of the form with a proposed millage rate of 1.7650 and the associated form DR-420MM-P, are attached. For your information, I've also attached a copy of my report for the Budget Committee workshop and the budget as revised after the workshop.

2. North Indian River Drive Project—Lighting selection. This item was left on the agenda. I do not know that action is necessary at this meeting, though.

3. Cargo/shipping Containers. I have drafted a moratorium on the erection or use of cargo containers as sheds or otherwise. We are enclosing two proposed ordinances, one intended to be effective immediately and the other to be adopted as normal at 2 meetings.

On this subject, I did have an email from Donna related to the permit request that was denied. A copy of my response concerning appeal is enclosed.

4. Business Hours/Hours for Alcohol Sales. The consensus at last month's meeting seemed to be that we wanted to limit the business hours of businesses that sell alcohol for on premises consumption, with 10:00 p.m. being the end. At that time, I think we all thought that the 10:00 p.m. time was consistent with the noise portion of the Nuisance Ordinance. Actually, what that ordinance says concerning noise on *commercial* properties is as follows:

> It shall be unlawful for any person to operate, play or cause to be operated or played, within that portion of the city which has been zoned and designated for commercial purposes, between the hours of 11:00 p.m. and 7:00 a.m. of each day, and on Sunday from 7:00 a.m. to 1:00 p.m. … any radio, phonograph, talking machine, piano, electric piano, music box or other machine, instrument or appliance for making music or noise, in such manner that the music or noise produced by the same may be heard at a greater distance that fifty (50) feet therefrom.

Let's discuss specifically whether we want the hours of business to be until 10:00 p.m. or until 11:00 p.m., consistent with the Nuisance Ordinance.

5. Cares Act Funding Agreement. Nicole Fogarty from St. Lucie County emailed Bill regarding signing a Cares Act Funding Agreement in case the Village experiences an expense that could be covered under this agreement. Copies of her email with Bill and the proposed agreement are enclosed. This is on the agenda for your approval.

6. Continuing Virtual v. In-person Meetings. There is some uncertainty on whether virtual can continue after this month. I will keep Bill advised.

7. 495 Peninsula Drive (Oney) - Variance Request. We received a variance request from Blaine and LaDonna Oney related to the 25' setback requirement in two locations at his property. A copy of the variance request and attachments are enclosed.

8. 3711 Outrigger Court (Jones) - Variance Request. We received a variance request from Helon and Charlie Jones for setback relief to allow a Carolina carport on their property. A copy of the variance request and attachments are enclosed.

9. All Aboard Florida. Bill and I are meeting with the County, particularly, Don West and Peter Depasquale, on July 20th regarding Brightline permits that are being processed. My email to Don West with Pete Depasquale's comments is enclosed.

10. Comprehensive Plan Amendment. Javier Cisneros has provided us with draft Future Land Use Maps, which I'll review and report on.

I have sent out the approved EAR letter to the Department of Economic Opportunity. A copy of the receipt letter from the DEO, with our submittal as filed, is enclosed.

11. Caribee Colony/IRLWC. The latest activity on the DEP file was on June 30th and it reflects the withdrawal of the application. A copy of that document is enclosed

12. Zoning Queries. Patrick Tomassi had a query regarding the permitted use at a property on U.S. 1. I told him that his contemplated use, which was outdoor storage, was deemed permissible subject to site plan review. He also queried whether the Village had any official required or preferred parking surface and I told him, "not to my knowledge", but that he should feel free to talk to Bill or Carl.

Concerning 4100 N. U.S. 1, Alesandro Roda had a query about the permitted use at this property. I confirmed to him the Commercial zoning and that auto sales would be an acceptable use. I cautioned him that there were limitations associated with service/repairs, particularly if it came to body work or painting. He indicated that, at this point, he was only interested in sales, not service.

On 143 Torpey and Mr. and Mrs. Bello's query at the last meeting, I have followed up with Mr. Bello regarding his query at the last meeting. A copy of my email to him is enclosed.

3315 North Indian River Drive was the subject of a question about subdivision. A copy of my response is enclosed.

3306 N. U.S. 1 came up, as the owner is getting ready to list it and told the broker that a small apartment could be added in the back or on to the building. I told Donna that land use and zoning are commercial on that property; and, residential use is not permitted in that district under current regulations. A copy of my email exchange with Donna is enclosed.

Mary Fowler inquired concerning 3233 and 3241 North Indian River Drive. These parcels are both back off Indian River Drive and connected by an access way currently a part of the northern property, with the southern property having an easement for access. I have told her that I would look at whether she could "attach" the access way to the southern property and provide access to the northern property via easement. I don't initially see any impediment but do want to check further.

13. Airport. I am not aware of any activity since the last meeting.

14. Audit. You will recall that Mr. Hartley got back with us and provided a sample ordinance provision adopting minimum internal controls for a governmental district, and suggestions if there is minimum staff. We need to consider this when we can.

15. Northside Nursery Variances. We will plan to update you at our next physical meeting, but I can tell you that it appears the properties are not in compliance with the variances granted.

16. 2450 N. U.S. 1 (Top Notch). I've reviewed and given Scott input on the Top Notch situation. You will need to address this at some point after we return to regular meetings.

17. Codification of Zoning Amendment. I need to move this forward with Florinda.

18. Vacation Rentals. My intention remains to bring this forward when we next meet in person.

19. TNT Construction (Information Request). Ms. Kairalla is a realtor with TNT Construction, the company is requesting information regarding developmental approvals for 2018-2019, and they seem mostly concerned with residential development. I'll follow up on this item.

20. Sarasola Generator. I think that this is still under review.

21. Occupational Licenses. I am carrying forward this note that it is probably time to update and revise the governing Village ordinance.

22. Ad Valorem Taxes. This separate item will be dropped. See Proposed Millage Rate; Budget Hearing Schedule.

23. Problems at the Monument. We discussed this last time and I'll drop this item for now.

24. Referrals to Special Magistrate:

    a. 4050/4058 N US 1 (Zito)
    b. 2450 N US 1 (Top Notch Marine) – is under review
    c. 3429-3463 Old Dixie (Danks) – has been given notice
    d. 3100 N. US 1 (Sarasola)

Do feel free to call if there's anything you want to discuss with me before the meeting.

With best regards.

Yours very truly,

Richard V. Neill, Jr.

RVNjr/mk
Enclosures

cc: Donna Dennis, Clerk (w/encls.)
Scott Dennis (w/encls.)
Wesley Taylor (w/encls.)
Cathy Townsend (w/encls.)

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2020	County : ST LUCIE
Principal Authority : TOWN OF ST LUCIE VILLAGE	Taxing Authority : TOWN OF ST LUCIE VILLAGE

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 68,480,291			(1)
2.	Current year taxable value of personal property for operating purposes	$ 934,845			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 1,552,184			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 70,967,320			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 226,598			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 70,740,722			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 67,807,898			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☑ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE		
	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/18/2020 3:03 PM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	1.7840	per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 120,969		(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 0		(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 120,969		(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 0		(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 70,740,722		(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	1.7100	per $1000	(16)
17.	Current year proposed operating millage rate	1.7650	per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 125,257		(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County ☑ Municipality	☐ Independent Special District ☐ Water Management District	(19)
20.	Applicable taxing authority (check one)	☑ Principal Authority ☐ MSTU	☐ Dependent Special District ☐ Water Management District Basin	(20)
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 120,969	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	1.7100 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 121,354	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 125,257	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	1.7650 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	3.22 %	(27)

First public budget hearing	Date :	Time :	Place :

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :	Date :
Title : William Thiess, MAYOR	Contact Name and Contact Title : RICHARD V. NEILL, JR., ESQUIRE, TOWN ATTORNEY
Mailing Address : P.O. Box 3878	Physical Address : 311 S 2nd St, Ste 200
City, State, Zip : FT PIERCE, FL 34950	Phone Number : 772-464-8200 / Fax Number : 772-464-2566

Instructions on page 3

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: **2020**	County: ST LUCIE
Principal Authority: TOWN OF ST LUCIE VILLAGE	Taxing Authority: TOWN OF ST LUCIE VILLAGE

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☐ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	1.7100	per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from ***2018*** Form DR-420MM, Line 13	1.7846	per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	1.7840	per $1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$ 67,807,898		(5)
6.	Prior year maximum ad valorem proceeds with majority vote ***(Line 3 multiplied by Line 5 divided by 1,000)***	$ 121,010		(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$ 0		(7)
8.	Adjusted prior year ad valorem proceeds with majority vote ***(Line 6 minus Line 7)***	$ 121,010		(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$ 70,740,722		(9)
10.	Adjusted current year rolled-back rate ***(Line 8 divided by Line 9, multiplied by 1,000)***	1.7106	per $1,000	(10)

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation ***(Enter Line 10 if adjusted or else enter Line 2)***	1.7106	per $1,000	(11)
12.	Adjustment for change in per capita Florida personal income ***(See Line 12 Instructions)***		**1.0322**	(12)
13.	Majority vote maximum millage rate allowed ***(Line 11 multiplied by Line 12)***	1.7657	per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed ***(Multiply Line 13 by 1.10)***	1.9423	per $1,000	(14)
15.	Current year proposed millage rate	1.7650	per $1,000	(15)
16.	**Minimum vote required to levy proposed millage:** (Check one)			(16)

☑ a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. ***Enter Line 13 on Line 17.***

☐ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. ***Enter Line 15 on Line 17.***

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***

☐ d. Referendum: The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***

17.	The selection on Line 16 allows a maximum millage rate of ***(Enter rate indicated by choice on Line 16)***	1.7657	per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$ 70,967,320		(18)

Continued on page 2

Taxing Authority : TOWN OF ST LUCIE VILLAGE			DR-420MM-P R. 5/12 Page 2
19.	Current year proposed taxes ***(Line 15 multiplied by Line 18, divided by 1,000)***	$ 125,257	(19)
20.	Total taxes levied at the maximum millage rate ***(Line 17 multiplied by Line 18, divided by 1,000)***	$ 125,307	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs	STOP	***STOP HERE. SIGN AND SUBMIT.***	
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage . ***(The sum of all Lines 19 from each district's Form DR-420MM-P)***	$ 0	(21)
22.	Total current year proposed taxes ***(Line 19 plus Line 21)***	$ 125,257	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage ***(The sum of all Lines 20 from each district's Form DR-420MM-P)***	$ 0	(23)
24.	Total taxes at maximum millage rate ***(Line 20 plus Line 23)***	$ 125,307	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☑ YES ☐ NO	(25)

SIGN HERE	**Taxing Authority Certification**	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :	Date :	
	Title : William Thiess, MAYOR	Contact Name and Contact Title : RICHARD V. NEILL, JR., ESQUIRE, TOWN ATTORNEY	
	Mailing Address : P.O. Box 3878	Physical Address : 311 S 2nd St, Ste 200	
	City, State, Zip : FT PIERCE, FL 34950	Phone Number : 772-464-8200	Fax Number : 772-464-2566

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

Instructions on page 3

Laura Marotta

From:	Richard V. Neill, Jr.
Sent:	Monday, July 13, 2020 3:38 PM
To:	Ingrid Vanhekken; 'ingrid@a-1mortgageloans.com' (ingrid@a-1mortgageloans.com); Dale Reed; 'daler4908@gmail.com'; Jim Grimes; John Langel; Tim Ritter
Cc:	William Thiess (william.thiess@stlucievillagefl.gov); Scott Dennis; Donna Dennis; Laura Marotta
Subject:	FW: Budget Workshop – Regular Meeting

Good day,

Hope that this finds you all well.

July is the month in which we initiate the budget and millage process. At this month's regular meeting, I will be asking you to approve submittal of a DR-420 form in which we will include a proposed millage rate and a date for the first public budget hearing. No millage is adopted and no budget is approved until we go through the two hearing in September; however, we need to complete this form to provide information to the property appraiser to be included in the TRIM notices that are mailed to all taxpayers.

The initial step in the process is the Budget Committee workshop tomorrow; and, I thought it would be useful to give you some of the information I typically share at the meeting:

Our operating millage levy last year was 1.7840.

This year's rolled-back rate is 1.7100.

The maximum millage rate allowed by majority vote (3 Board members) this year will be 1.7657.

The maximum millage rate allowed by two-thirds vote (4 Board members) is 1.9423.

Laura has helped me run some hypotheticals to determine what the DOR's system calculates as the total operating ad valorem taxes proposed at a given millage rate.

If the millage rate is 1.7100 (the rolled-back), the taxes would be $121,354 and that would be reported as a 0% increase in the tax rate.

If the millage rate is 1.7840 (the same rate as last year), the total taxes would be $126,606, which would be reported as a 4.33% increase.

And, if the millage rate is 1.9400 (approximately the maximum millage with a two-thirds majority), the taxes would be $137,677, which will be reported as a 13.45% increase.

Whatever millage is selected, we will be required to include at least 95% of the resulting taxes as the revenue figure in the budget.

The other item being determined at the regular meeting is the date of the first hearing. The first public budget hearing, the hearing at which a tentative millage rate and tentative budget would be adopted, must take place from September 3 through September 18, and cannot take place on the same day as a School District or County Commission meeting on taxes and budget. I note that our regular meeting in September 15th. We would be checking the School Board and County calendars but currently, it would appear that September 8th or 15th would be logical choices for the first hearing, with the second and final hearing to follow a week later.

I am hoping that it is useful to have this information before the workshop.

Regards,

Richard

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

Budget St. Lucie Village FY 2019-2020			2020-2021
REVENUES:	**BUDGET:**	**FYTD**	**PROPOSED REV**
Ad Valorem Taxes (1.85/$1k)	$ 120,000.00	117,764.08	120,000.00
Electric	$ 50,000.00	59,130.26	60,000.00
Local Communication	$ 6,000.00	4,714.01	5,000.00
Alcohol	$ 600.00	0.00	-
Occupational Licenses	$ 2,500.00	925.56	2,000.00
Building Permits	$ 14,000.00	18,430.18	14,000.00
Village Hall Rental	$ -	0.00	-
Shadetree Rental	$ 2,400.00	2,557.20	2,400.00
State Shared Revenue	$ 12,000.00	14,354.89	12,000.00
Garbage Collection	$ 70,000.00	69,874.10	70,000.00
Interest	$ 100.00	81.49	100.00
Miscellaneous Revenues	$ 2,000.00	1,150.33	1,200.00
One-Half Cent Sales	$ 23,000.00	26,228.31	20,000.00
Discretionary Restricted	$ 23,000.00	24,221.03	20,000.00
Gas Tax	$ 11,000.00	11,321.26	11,000.00
Parks MSTU	$ 14,000.00	15,358.00	15,000.00
TOTAL REVENUES	**$ 350,600.00**	**284,220.56**	**352,700.00**
EXPENDITURES	**BUDGET:**	**FYTD**	**PROPOSED EXP**
Secretary	$ 17,000.00	16,836.00	17,500.00
Marshal	$ 19,000.00	18,960.00	19,500.00
Building Official	$ 24,000.00	15,785.32	24,000.00
Payroll Tax	$ 4,500.00	5,059.96	5,500.00
Insurance	$ 14,500.00	16,526.00	17,000.00
Legal Fees and Costs	$ 55,000.00	69,771.62	65,000.00
Code Enforcement	$ 5,000.00	1,825.40	5,000.00
Village Hall Supplies	$ 1,500.00	1,113.27	1,500.00
Village Hall Utils and cells	$ 3,000.00	11,206.24	12,000.00
Village Hall Reps, Maint + Reno	$ 7,000.00	8,112.48	7,000.00
Village Hall Cleaning	$ 1,800.00	1,800.00	1,800.00
Patrol Car	$ 1,500.00	844.83	1,500.00
PWks Street Lights	$ 9,000.00	7,533.02	9,000.00
PWks Mowing	$ 15,000.00	14,832.00	15,000.00
PWks Projects***(trees)	$ -	12,550.00	-
PWks Road Repair	$ 60,000.00	136,000.00	40,000.00
PWks Ditch Maintenance	$ 7,000.00	6,960.00	7,000.00
PWks Drainage Projects	$ 10,000.00	10,870.00	10,000.00
FEC Reserve	$ 90,000.00	72,157.15	-
Accounting Services	$ 7,800.00	13,230.00	7,800.00
Other Professional Fees	$ 5,000.00	0.00	5,000.00
Garbage Collection	$ 65,000.00	62,998.92	65,000.00
Other (Miscellaneous)	$ 5,000.00	2,754.56	5,000.00
St. Lucie School Maintenance	$ 6,000.00	6,054.24	6,000.00
Parks MSTU	$ -	0.00	-
TOTAL EXPENDITURES	**$ 433,600.00**	**513,781.01**	**347,100.00**

ORDINANCE 2020-3

AN EMERGENCY ORDINANCE OF THE BOARD OF ALDERMEN OF THE TOWN OF ST. LUCIE VILLAGE, FLORIDA, IMPOSING A MORATORIUM ON THE ERECTION OR THE USE OF CARGO CONTAINERS AS SHEDS OR OTHERWISE WITHIN ST. LUCIE VILLAGE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of St. Lucie Village has received one permit application and at least one other query concerning use of cargo containers for residential or accessory purposes;

WHEREAS, Village Ordinances would not permit storage of a cargo container in residential zoning districts but do not specifically address the use of cargo containers as structures; and

WHEREAS, it appears to the Board of Aldermen of the Town of St. Lucie Village, that amending the Zoning Ordinance of the Town of St. Lucie Village to address the erection or use of cargo containers as sheds or otherwise has become necessary; and

WHEREAS, the issue is currently under consideration by St. Lucie County and the Board has concluded that it would be beneficial to see how the County addresses the issue and that other study and consideration is needed before adopting any particular regulation; and

WHEREAS, during the additional study and consideration, and in order to maintain the status quo and assure equal treatment of applicants, and to give notice, it is necessary to immediately establish a moratorium on an emergency basis which prevents the erection or use of cargo containers during this period; and

WHEREAS, the Board of Aldermen of the Town of St. Lucie Village finds and declares the need to temporarily prohibit the erection or use of cargo containers as sheds or otherwise.

NOW, THEREFORE, the Board of Aldermen of the Town of St. Lucie Village, Florida hereby ordains:

1. That a moratorium is hereby established prohibiting the erection or use of cargo containers as sheds or otherwise within the municipal limits of the Town of St. Lucie Village.

2. That this ordinance and moratorium shall expire on the earlier of 12 months from the effective date of this ordinance or upon the effective date of an amendment to the St. Lucie Village Zoning Ordinance addressing the issue, or upon a vote of the Board of Aldermen of St. Lucie Village to end the moratorium.

3. The moratorium and ordinance may be extended by further vote of the Board of Aldermen.

4. This ordinance shall become effective immediately upon passage or as soon thereafter as is permissible by law.

PASSED AND APPROVED by the Board of Aldermen of the Town of St. Lucie Village on this _____ day of _____, 2020.

APPROVED:
BOARD OF ALDERMEN OF THE TOWN OF
ST. LUCIE VILLAGE, FLORIDA

By: _____
William G. Thiess, Mayor

ATTESTED:

By:_____
Donna Dennis, Clerk

I, DONNA DENNIS, Clerk of the TOWN OF ST. LUCIE VILLAGE, FLORIDA, do hereby certify that this is a true and accurate copy of Ordinance **2020-3** which was duly introduced, read and adopted at the regular meeting of the Board of Aldermen of the TOWN OF ST. LUCIE VILLAGE, FLORIDA, held this _____ day of _____, 2020.

_____
DONNA DENNIS, CLERK

ORDINANCE 2020-4

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE TOWN OF ST. LUCIE VILLAGE, FLORIDA, IMPOSING A MORATORIUM ON THE ERECTION OR THE USE OF CARGO CONTAINERS AS SHEDS OR OTHERWISE WITHIN ST. LUCIE VILLAGE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of St. Lucie Village has received one permit application and at least one other query concerning use of cargo containers for residential or accessory purposes;

WHEREAS, Village Ordinances would not permit storage of a cargo container in residential zoning districts but do not specifically address the use of cargo containers as structures; and

WHEREAS, it appears to the Board of Aldermen of the Town of St. Lucie Village, that amending the Zoning Ordinance of the Town of St. Lucie Village to address the erection or use of cargo containers as sheds or otherwise has become necessary; and

WHEREAS, the issue is currently under consideration by St. Lucie County and the Board has concluded that it would be beneficial to see how the County addresses the issue and that other study and consideration is needed before adopting any particular regulation; and

WHEREAS, during the additional study and consideration, and in order to maintain the status quo and assure equal treatment of applicants, and to give notice, it is necessary to establish a moratorium which prevents the erection or use of cargo containers during this period; and

WHEREAS, the Board of Aldermen of the Town of St. Lucie Village finds and declares the need to temporarily prohibit the erection or use of cargo containers as sheds or otherwise.

NOW, THEREFORE, the Board of Aldermen of the Town of St. Lucie Village, Florida hereby ordains:

1. That a moratorium is hereby established prohibiting the erection or use of cargo containers as sheds or otherwise within the municipal limits of the Town of St. Lucie Village.

2. That this ordinance and moratorium shall expire on the earlier of 12 months from the effective date of this ordinance or upon the effective date of an amendment to the St. Lucie Village Zoning Ordinance addressing the issue, or upon a vote of the Board of Aldermen of St. Lucie Village to end the moratorium.

3. The moratorium and ordinance may be extended by further vote of the Board of Aldermen.

4. This ordinance shall become effective immediately upon passage or as soon thereafter as is permissible by law.

PASSED AND APPROVED by the Board of Aldermen of the Town of St. Lucie Village on this _____ day of _____, 2020.

APPROVED:
BOARD OF ALDERMEN OF THE TOWN OF
ST. LUCIE VILLAGE, FLORIDA

By: _____
William G. Thiess, Mayor

ATTESTED:

By:_____
Donna Dennis, Clerk

I, DONNA DENNIS, Clerk of the TOWN OF ST. LUCIE VILLAGE, FLORIDA, do hereby certify that this is a true and accurate copy of Ordinance **2020-4** which was duly introduced, read and adopted at the regular meeting of the Board of Aldermen of the TOWN OF ST. LUCIE VILLAGE, FLORIDA, held this _____ day of _____, 2020.

_____
DONNA DENNIS, CLERK

Laura Marotta

From: Richard Neill <richard.neill@stlucievillagefl.gov>
Sent: Thursday, July 09, 2020 4:22 PM
To: Donna Dennis
Cc: William Thiess; Carl Peterson; Laura Marotta
Subject: RE: Appeal of rejected Building Permit application

Donna,

I haven't heard anything further on this but I did want to say that Ian has checked for me and there does not seem to be a Village ordinance governing an appeal from the denial of a building permit.

So, I think that the local Courts will have jurisdiction over such an appeal, and the Courts' deadlines and procedures will govern. It's been a long time since I had to deal with this sort of issue—I sued or sought a writ against Fort Pierce once for a client on a site plan denial, if I'm recalling correctly. I don't recall the specific procedure, but I'm pretty sure we went to Circuit Court here in town.

I'm afraid that Mr. Alsup will need to hire an attorney to figure it out.

Regards,

Richard

Richard V. Neill, Jr.
Town Attorney
Town of St. Lucie Village, Florida

Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2556
richard.neill@stlucievillagefl.gov

From: Donna Dennis <donna.dennis@stlucievillagefl.gov>
Sent: Thursday, June 18, 2020 11:51 AM
To: Richard Neill <richard.neill@stlucievillagefl.gov>

Cc: William Thiess <william.thiess@stlucievillagefl.gov>; Carl Peterson <carl.peterson@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: Fwd: Appeal of rejected Building Permit application

Hello Richard,

I'm forwarding this in case you haven't already received it.

Best regards,
Donna

---------- Forwarded message ---------
From: **Bruce Alsup** <b.alsup@live.com>
Date: Wed, Jun 17, 2020, 7:51 PM
Subject: Appeal of rejected Building Permit application
To: Donna Dennis <donna.dennis@stlucievillagefl.gov>, Carl Peterson <carl.peterson@stlucievillagefl.gov>

Last night I experienced a few technical issues and joined the meeting late. I was not present when you discussed my Building Permit application. I was disappointed I learned that the Board decided to deny my Building Permit.

The permit was to install an 8x20' shipping container to provide hurricane-proof storage for my outdoor items: marine ropes and anchors, inflatable skiff, small sail boat, several pair of skis, four kayaks, project materials, landscape supplies and materials, mower, tiller and miscellaneous lawn care tools. I had hoped to get the container installed and all of these items stored BEFORE our next hurricane.

Would you please tell me the ordinance that applies to appealing that decision so I can begin that process.

Bruce Alsup

4240 Hagan Dr

St Lucie Village FL 34946

(904)219-4799

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Tuesday, July 14, 2020 9:38 AM
To: William Thiess
Cc: Donna Dennis; Laura Marotta
Subject: RE: CARES Act Funding Agreement

Bill,

I don't disagree but I would be inclined to ask the Board to "bless it" before you sign. We can agenda for next week.

Richard

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

CONFIDENTIALITY

The information contained in this e-mail, including any attachments, is privileged and confidential, intended only for the use of the individual or entity to whom it is directed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this e-mail or any attachment is strictly prohibited. If you have received this transmittal in error, please reply to the sender that you have received it in error and then delete it. Thank you.

From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Monday, July 13, 2020 5:58 PM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>
Subject: FW: CARES Act Funding Agreement

Richard,

I have no problem executing this agreement, though I do not foresee us needing it. At any rate, I thought you should see it before I fill in the blanks and sign.

Bill

From: Nicole Fogarty <FogartyN@stlucieco.org>
Sent: Monday, July 13, 2020 4:55 PM
To: Bill Theiss <bbtheiss@gmail.com>; William Thiess <william.thiess@stlucievillagefl.gov>

Cc: Alphonso Jefferson <JeffersonAL@stlucieco.org>
Subject: CARES Act Funding Agreement

Hi Bill,
We are aware that St. Lucie Village does not have any expenses as of today, but I would like to strongly encourage you to fill out and sign the attached agreement in the chance that you do experience an expense that could be covered under this agreement. As always, if you have any questions or need further information, please do not hesitate to contact me.

Thank you again Bill and I hope you have a wonderful day.

Nicole Fogarty | Legislative Affairs Director
Ph: 772-462-6426 | Cell: 772-708-3954 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

AGREEMENT BY AND BETWEEN
ST. LUCIE COUNTY, FLORIDA
AND
SUB-SUBRECIPIENT

ST. LUCIE COUNTY, a political subdivision of the State of Florida, enters into THIS AGREEMENT (hereinafter referred to as the "County" or "Subrecipient"), and Town of St. Lucie Village, (hereinafter referred to as the "Sub-Subrecipient").

RECITALS

WHEREAS, the parties agree as follows:

1. Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

2. The World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

3. On March 9, 2020, the Governor of the State of Florida issued Executive Order Number 20-52 declaring that a state of emergency exists in the State of Florida as a result of the spread of the COVID-19 virus and imminent threat to the health and welfare of the citizens of Florida; and

4. On March 17, 2020, the St. Lucie County Public Safety Director declared a State of Local Emergency COVID-19 Public Health Emergency ("St. Lucie County Declaration of Emergency"); and

5. On March 27, 2020, the United States Government enacted the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") to, among other things, provide federal funding to certain local governments to use for expenditures incurred due to COVID-19 pandemic.

NOW, THEREFORE, in consideration of the mutual promises and undertakings as contained in this Agreement, the sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. REPRESENTATIONS

This Agreement is entered into based on the following representations:

A. Through the CARES Act, section 601(d) of the Social Security Act, the U.S. Congress created the Coronavirus Relief Fund ("CRF") and provided Florida with $8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to Florida counties.

B. The United States Department of the Treasury disbursed $2,472,413,692 of these funds directly to counties with a population in excess of 500,000.

C. A remaining balance of $1,275,285,790 reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

D. The State of Florida has allocated St. Lucie County $55,543,688, the first 25% of which will be disbursed as an initial allocation of $13,885,922. The State will disburse the remaining $41,657,766 to the County on a reimbursement basis.

E. Pursuant to the CARES Act Funding Agreement between the State (the "Recipient") and the County, the County "should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act."

F. The Sub-Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein.

G. By virtue of the CARES Act Funding Agreement between the State and the County, and guidance from the U.S. Department of Treasury, the County has the authority to distribute CRF funds allocated to the County to the Sub-Subrecipient upon the terms and conditions below.

2. <u>LAWS, RULES, REGULATIONS, AND POLICIES</u>

A. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

B. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Subrecipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the County before payment or reimbursement. Each deliverable

must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Subrecipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the County.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the County.

C. In addition to the foregoing, the Sub-Subrecipient and the County will be governed by all applicable State and Federal laws, rules, and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

3. CONTACT

A. In accordance with Section 215.971(2), Florida Statutes, the County's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the County's liaison with the Sub-Subrecipient. As part of his/her duties, the Program Manager for the County will monitor and document Sub-Subrecipient performance.

B. The County's Program Manager for this Agreement is:

Name: Ron Parrish
Title: Department of Public Safety Director
Telephone: 772-462-8100
E-mail: parrishr@stlucieco.org

C. The name and address of the representative of the Sub-Subrecipient responsible for the administration of this Agreement is:

Name: _____
Title: _____

Telephone: _____
E-mail: _____

D. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

4. TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

5. EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

6. MODIFICATION

This agreement may not be modified.

7. PERIOD OF AGREEMENT

This Agreement shall be effective on _____ ____, 2020 and shall end on December 30, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

8. FUNDING

A. The State of Florida's performance and obligation to pay under the CARES Act Funding Agreement with the County is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, and the Florida Constitution. Similarly, the County's performance and obligation to pay under this Agreement is contingent upon its receipt of funding from the State.

B. This is a reimbursement agreement. The County will disburse funds to the Sub-Subrecipient on a reimbursement basis.

C. Sub-Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in U.S. Treasury Guidance.

Payments are not required to be used as the source of funding of last resort. A list of approved projects and approved reimbursable amounts will be maintained as Attachment A and will be updated as reimbursements are completed.

D. The County's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Subrecipient.

E. For the purposes of this Agreement, the term "improper payment" means or includes any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.

F. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

G. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that:

   i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);

   ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and

   iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Funds transferred to Sub-Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.

H. Examples of Eligible Expenses include, but are not limited to:

   i. Medical expenses

ii. Public health expenses

iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.

v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.

vi. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

9. INVOICING

A. In order to obtain reimbursement for expenditures, the Sub-Subrecipient must file with the County Program Manager its request for reimbursement and any other information required justifying and supporting the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Sub-Subrecipient, which reads as follows:

> By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 001 and Title 31, Sections 3729–3730 and 3801–3812).

B. Reimbursement requests that the County Program Manager provisionally determines are eligible under the CARES Act will be included in the County's request for reimbursement to the State. The County will make payments in accordance with Paragraph (19) PAYMENTS when such request for reimbursement is funded by the State. However, the County's provisional determination that an expenditure is eligible does not relieve the Sub-Subrecipient of its duty to repay the County for any expenditures that are later determined by the County, State, or the Federal government to be ineligible.

10. RECORDS

A. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the County, the Division of Emergency Management, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Sub-Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

B. The Sub-Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-recordsschedules/.

C. If the Sub-Subrecipient is subject to the Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes), the Sub-Subrecipient must comply with the Government in the Sunshine Law which provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded.

D. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by the Sub-Subrecipient (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE SUB-SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUB-SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (772) 462-1441, BELLAMYS@STLUCIECO.ORG, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.

11. AUDITS

A. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

B. Any audit of the Sub-Subrecipient's performance under this Agreement, will use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

C. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, **the Sub-Subrecipient will be held liable for reimbursement to the County of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the County has notified the Sub-Subrecipient of such non-compliance.**

D. The Sub-Subrecipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the County no later than nine months from the end of the Sub-Subrecipient's fiscal year.

E. The Sub-Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:

Ron Parrish, Public Safety Department Director

additional instructions provided by the County to the Sub-Subrecipient regarding such audit. The Sub-Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the County will monitor the performance and financial management by the Sub-Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

14. LIABILITY

Any Sub-Subrecipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the County, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

15. DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the County to make further payment of funds will, if the County elects, terminate and the County has the option to exercise any of its remedies set forth in Paragraph (16) REMEDIES. However, the County may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.

A. If any warranty or representation made by the Sub-Subrecipient in this Agreement or any previous agreement with the County is or becomes false or misleading in any respect, or if the Sub-Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the County and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

B. If material adverse changes occur in the financial condition of the Sub-Subrecipient at any time during the period of agreement, and the Sub-Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the County.

C. If any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information.

D. If the Sub-Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

16. REMEDIES

If an Event of Default occurs, then the County may, after thirty (30) calendar days' written notice to the Sub-Subrecipient and upon the Sub-Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

A. Terminate this Agreement, provided that the Sub-Subrecipient is given at least thirty (30) days' prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) CONTACT herein;

B. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

C. Withhold, suspend payment of all or any part of a request for payment;

D. Require that the Sub-Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds, WHICH REFUND THE County may satisfy by set-off;

E. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Sub-Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. advise the Sub-Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question;

iv. require the Sub-Subrecipient to reimburse the County for the amount of costs incurred for any items determined to be ineligible, which reimbursement the County may satisfy by set-off;

F. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent the County from pursuing any other remedies in this Agreement or provided at law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Subrecipient, it will not affect, extend, or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Sub-Subrecipient.

17. TERMINATION

A. The County may terminate this Agreement for cause after thirty (30) days' written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, and refusal by the Sub-Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

B. The County may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Subrecipient with thirty (30) calendar days' prior written notice.

C. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

D. In the event this Agreement is terminated, the Sub-Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Sub-Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Subrecipient will not be relieved of liability to the County because of any breach of this Agreement by the Sub-Subrecipient. The County may, to the extent authorized by law, withhold payments to the Sub-Subrecipient for the purpose of set-off until the exact amount of damages due the County from the Sub-Subrecipient is determined.

18. ATTACHMENTS

A. All attachments to this Agreement are incorporated as if set out fully.

B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

19. PAYMENTS

The County will reimburse the Sub-Subrecipient for costs incurred in accordance with the terms and conditions of the Agreement. Reimbursement requests must be made on a monthly basis. The Sub-Subrecipient shall use the form attached as Attachment D with each request.

20. REPAYMENTS

A. All refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to the order of "St. Lucie County," and mailed directly to the following address:

St. Lucie County, 2300 Virginia Avenue, Fort Pierce, FL 34982

B. In accordance with Resolution No. 13-113, if a check or other draft is returned to the County for collection, Sub-Subrecipient shall pay the County fees actually incurred plus a service fee of twenty-five dollars ($25.00), if the face value of the check does not exceed $50; thirty dollars ($30.00) if the face value exceeds $50, but does not exceed $300.00; forty dollars ($40.00), if the face value exceeds $300.00 or five percent (5%) of the face value amount of the check (whichever is greater) pursuant to Section 125.0105, Florida Statutes.

21. MANDATED CONDITIONS AND OTHER LAWS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Subrecipient in this Agreement, in any later submission or response to a County request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the County and with thirty (30) days written notice to the Sub-Subrecipient, cause the termination of this Agreement and the release of the County from all its obligations to the Sub-Subrecipient.

B. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of St. Lucie County. If any provision of this

Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.

C. Any power of approval or disapproval granted to the County under the terms of this Agreement will survive the term of this Agreement.

D. The Sub-Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunication.

E. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

F. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

G. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.

H. The County reserves the right to unilaterally cancel this Agreement if the Sub-Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Subrecipient created or received under this Agreement.

I. If the Sub-Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use

those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

J. The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the County.

K. If the Sub-Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes), then with respect to the meetings of the Sub-Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board, all of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

L. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

M. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

N. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the County.

O. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Sub-Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

22. LOBBYING PROHIBITION

A. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

B. No funds or other resources received from the County under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

C. 2 C.F.R. § 200.450 prohibits reimbursement for costs associated with certain lobbying activities.

D. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

E. No funds or other resources received from the County under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

F. The Sub-Subrecipient certifies, by its signature to this Agreement, that to the best of their knowledge and belief:

   i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Subrecipient , to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

   ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Subrecipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Subrecipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Subrecipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

23. LEGAL AUTHORIZATION

The Sub-Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Sub-Subrecipient to the terms of this Agreement.

24. CERTIFICATION

The Sub-Subrecipient must execute the CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION at ATTACHMENT B.

25. EQUAL OPPORTUNITY EMPLOYMENT

A. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or

undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this agreement, the contractor agrees as follows:

1. *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:*

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. *The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

3. *The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*

4. *The contractor will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
5. *The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
6. *The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
7. *In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
8. *The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:*

9. *Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

B. The Sub-Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Sub-Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

C. The Sub-Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

D. The Sub-Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Sub-Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

26. COMPLIANCE WITH THE DAVIS-BACON ACT

The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

27. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

The Sub-Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

28. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

If the Sub-Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

29. COMPLIANCE WITH THE CLEAN AIR ACT

A. The Sub-Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.

B. The Sub-Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Sub-Subrecipient agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with assistance provided by the Federal Government.

30. COMPLIANCE WITH THE FEDERAL WATER POLLUTION CONTROL ACT

A. The Sub-Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.

B. The Sub-Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Sub-Subrecipient agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with assistance provided by the Federal Government.

31. SUSPENSION AND DEBARMENT

A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Sub-Subrecipient is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Sub-Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the County. If it is later determined that the Sub-Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the State, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

32. BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> *Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal*

award. Such disclosures are forwarded from tier to tier up to the Recipient who in turn will forward the certification(s) to the awarding agency.

33. PROCUREMENT OF RECOVERED MATERIALS

If the Sub-Subrecipient is a state agency or agency of a political subdivision of a state, the following provision applies:

A. In the performance of this contract, the Sub-Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

C. The Sub-Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

D. The Sub-Subrecipient must include the foregoing requirements in any contracts awarded by it that are funded in whole or in part with assistance provided under this Agreement.

34. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the Sub-Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321, the Sub-Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

   i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (vi) of this subparagraph.

B. The requirement outlined in subparagraph (A) above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

C. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Subrecipient must take; the requirements do not preclude the Sub-Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

D. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

SUB-RECIPIENT:

By: _____

Name: _____

Title: _____

Date: _____

FID#: _____

ATTEST

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
COUNTY ATTORNEY

ATTACHMENT A: BUDGET AND PROJECT LIST

The Budget of this Agreement will be determined by the amount of any request for reimbursement for eligible costs under the CARES Act that the Florida Division of Emergency Management approves and funds, but in no event will it exceed the amount indicated in Paragraph (19) PAYMENTS. This Attachment A will be updated as reimbursements are completed.

Reimbursement Request No.	Project Title	Project Description	Project Start Date	Project End Date	Amount of Approved Reimbursement

ATTACHMENT B: CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the Authorized Agent of Town of St. Lucie Village ("Sub-Subrecipient") and I certify that:

1. I have the authority on behalf of Sub-Subrecipient to request grant payments from the St. Lucie County("County") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the County will rely on this certification as a material representation in making grant payments to the Sub-Subrecipient.
3. I acknowledge that the Sub-Subrecipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee and St. Lucie County or designee.
5. I acknowledge that Sub-Subrecipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State and the County have an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that the Sub-Subrecipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if Sub-Subrecipient has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the Sub-Subrecipient's proposed uses of the funds provided as grant payments from the County thru the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:

a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);

b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and

c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

SUB-RECIPIENT:
[SUB-SUBRECIPIENT NAME]

By: _____

Name: _____

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Sub-Subrecipient, _____certifies, to the best of their knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Subrecipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

SUB-RECIPIENT:
[SUB-SUBRECIPIENT NAME]

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT C: PROGRAM STATUTES AND REGULATIONS

42 USC 601(d) CARES Act	Creation of the Coronavirus Relief Fund (CRF)
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ATTACHMENT D: REIMBURSEMENT REQUEST FORM

July 7, 2020

Blaine & LaDonna Oney

495 Peninsula Drive

Ft Pierce, Florida 34946

To whom It May Concern,

We are requesting variance to the 25' setback requirement in two locations at 495 Peninsula Drive. Enclosed please find a photo copy of a current Boundary and Topographic Survey of the above referenced property and a marked up partial survey. Notes to the partial survey are added in dark blue marker as well as highlighted portions reflect potential additions/remodeling changes to the existing residential structure.

South side (Canal): Along the South side of the property, additions/alterations would be extending construction from existing building seawall setbacks similar to the marked-up plan. In reference Sect. 9.2.0 (B, C, D & E) of 1995-Zoning-Ordinance, the referenced property as well as an adjacent property at 496 Peninsula Dr. has less than a 25' building setback from the seawall bulkhead. Other canal front properties in the Villages have less than the 25' setback.

North side (R/W): Along the North side of the property, our intent is to maintain the location of the current structure which is 20.01' from the North Boundary, reference Sect. 9.2.0 (B, C, D & E), but extend the stairs and balcony to within approximately 8.25' from the North Boundary (about 5.5' closer). New stairs in this location would permit creation of a room for water pumps and equipment within an enclosed space under the stairs as well as access to the second-floor balcony. If the stairs and balcony portion is considered accessory structure, wouldn't the minimum setback requirement be 3' at this location? Beyond this North Boundary is a grassy 50' R/W (Right of Way) that has a precast concrete drop inlet and one 8" outfall pipe to the river, no other utilities. The pavement stops short of the R/W and is approximately 110' from the river. My neighbor and I maintain this area.

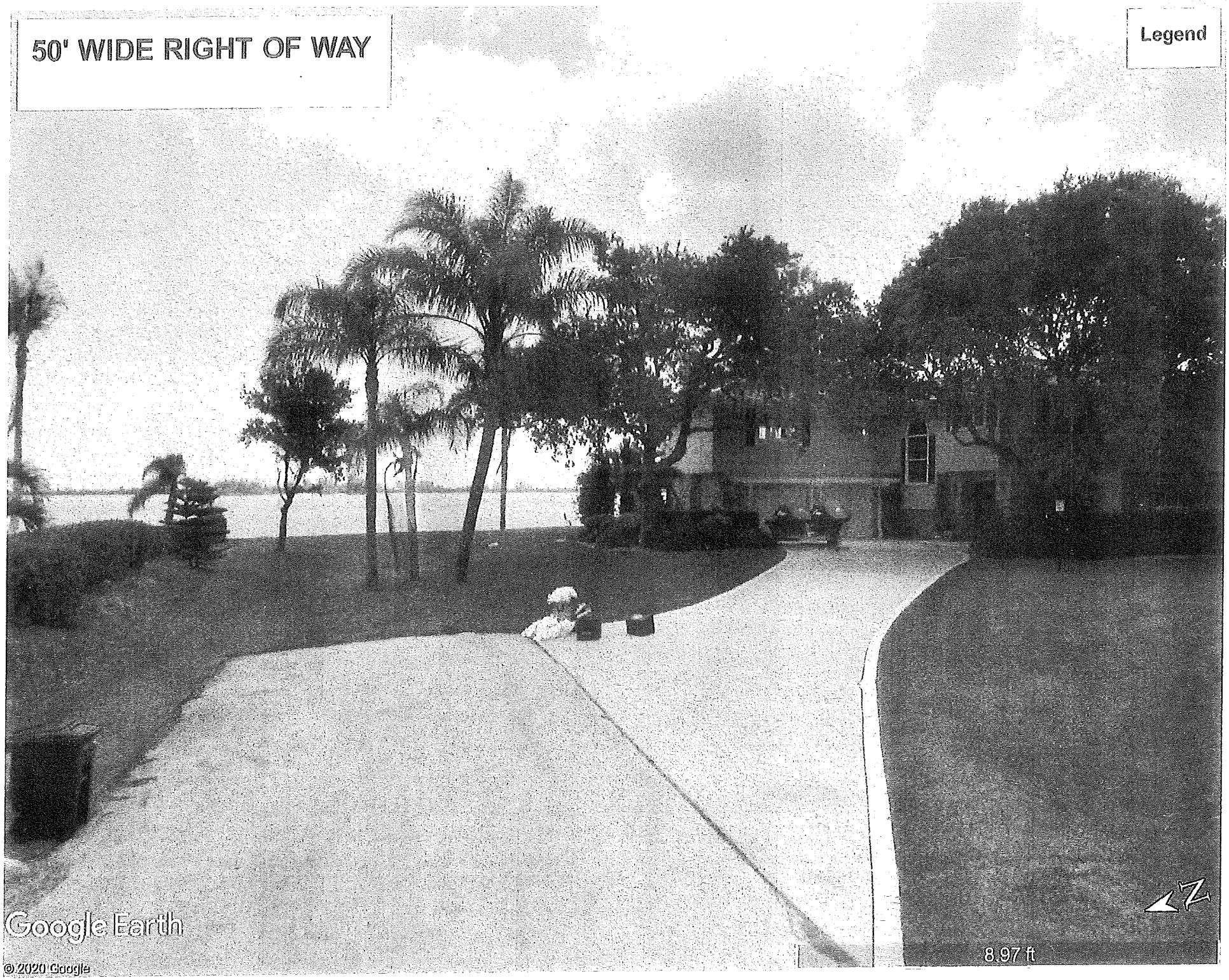
Granting of these two variance requests would facilitate a better utilization of the property, allow us to upgrade this structure that was built in the mid 70's and bring it up to current Building Code Standards. Thank you for consideration of these requests.

Respectfully,

Blaine Oney

Blaine Oney

Attachments (5)


50' WIDE RIGHT OF WAY
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© 2020 Google
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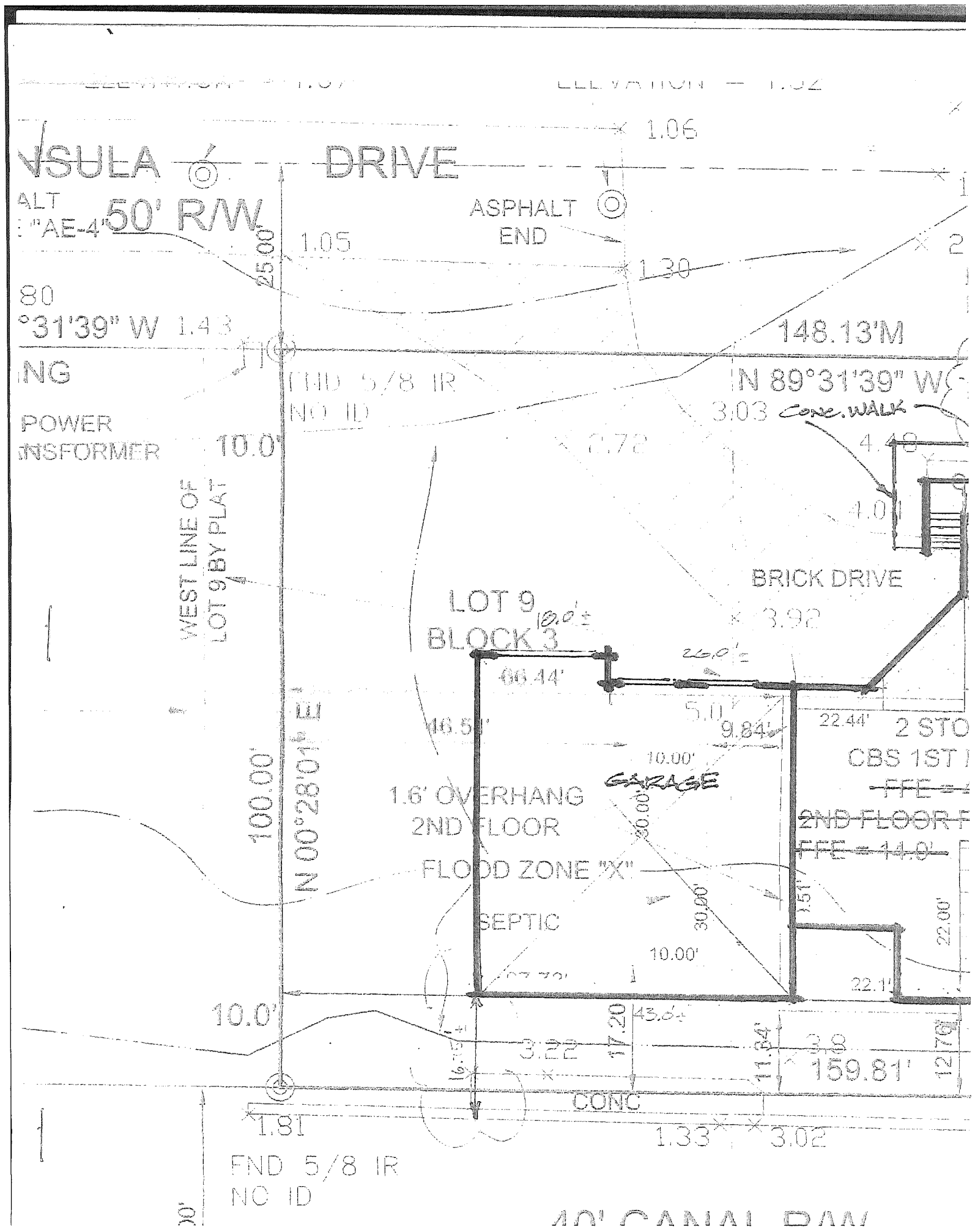
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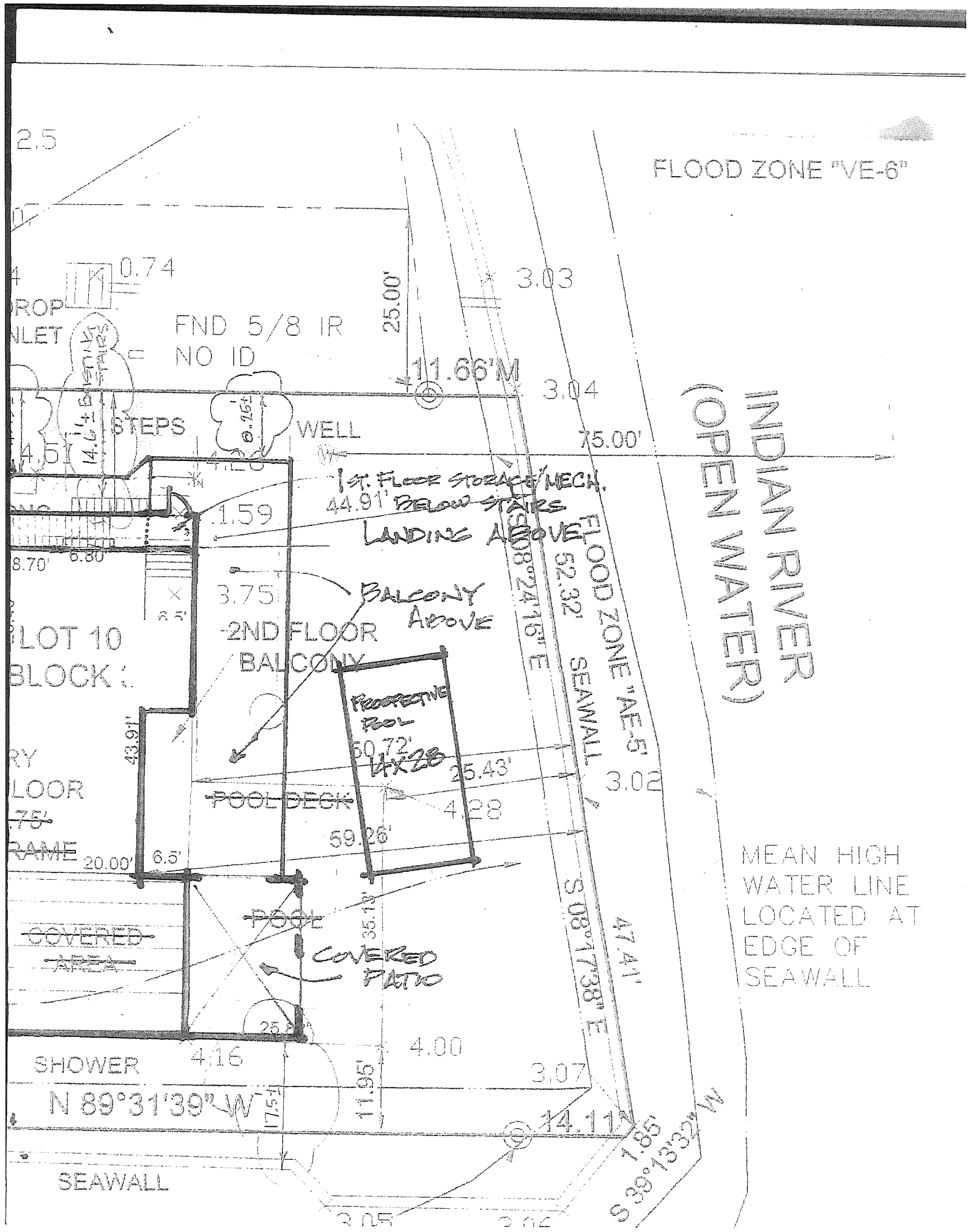
1.51'
22.00'
10.00'
22.1'
10.0'
17.20
43.0'±
3.22
11.84'
3.8
159.81'
12.76'
CONC
1.81
1.33
3.02
FND 5/8 IR
NO ID


FLOOD ZONE "VE-6"
FND 5/8 IR
NO ID
11.66'M
3.03
3.04
25.00'
75.00'
STEPS
WELL
1ST. FLOOR STORAGE/MECH.
BELOW STAIRS
LANDING ABOVE
44.91'
BALCONY
ABOVE
2ND FLOOR
BALCONY
LOT 10
BLOCK
PROPOSED
POOL
50.72'
25.43'
4.28
59.26'
POOL DECK
POOL
COVERED
PATIO
COVERED
AREA
SHOWER
N 89°31'39" W
SEAWALL
FLOOD ZONE "AE-5"
SEAWALL
S 08°24'16" E
52.32'
S 08°17'38" E
47.41'
INDIAN RIVER
(OPEN WATER)
MEAN HIGH
WATER LINE
LOCATED AT
EDGE OF
SEAWALL
S 39°13'32" W
1.85'
14.11'
4.00
3.07
3.02
3.05
20.00'
6.5'
43.91'
35.18'
11.95'
17.54'
6.80'
8.70'
3.75'
1.59
0.74
DROP
INLET

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4054281 03/31/2015 at 10:54 AM
OR BOOK 3730 PAGE 1561 - 1563 Doc Type: DEED
RECORDING: $27.00
D DOC STAMP COLLECTION: $0.70

Prepared by: Bruce R. Abernethy, Jr.
Bruce R. Abernethy, Jr. PA
130 South Indian River Drive, Suite 201
Fort Pierce, FL 34950

Return to: Courthouse Box of Bruce R. Abernethy, Jr.

Parcel I.D. No: 1421-601-0020-000-7

THIS WARRANTY DEED is given the 26th day of March, 2015, by **Blaine E. Oney and Ladonna Oney, husband and wife,** hereinafter referred to as the "Grantor"), to **Blaine E. Oney and LaDonna Oney, Trustees, or their successors in trust, under the Blaine E. Oney and LaDonna Oney Family Trust dated March 26, 2015, as amended and restated from time to time,** whose post office address is 4552 Woodlands Village Drive, Orlando, Florida 32835 (hereinafter referred to as the "Grantee"). The Grantee shall have full power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property herein conveyed as trustee under the provisions of section 689.073 Florida Statutes.

WITNESSETH, that the Grantor, for and in consideration of the sum of $10.00, and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, releases, conveys, and confirms unto the Grantee all that certain land situate in the **County of St. Lucie, State of Florida,** described as follows:

Lot 10 and the East 60 feet of Lot 9, Block 3, Riverside Harbor Subdivision, according to the Plat thereof, recorded in Plat Book 10, Page 5 of the Public Records of St. Lucie County, Florida. Said East 60 feet of Lot 9 being measured by running from the Northwest corner of Lot 10, run Westerly 60 feet along the boundary of Lot 9; thence run Southerly to the South boundary of Lot 9 paralleling the lot line; thence run Easterly to the line dividing Lots 9 and 10; thence run Northerly to the Point of Beginning, together with all interest in lands and accretion from the East boundary of Lot 10, Block 3, aforesaid, said extension being approximately 100 feet in length (north and south) and extending easterly to the mean high water mark of the Western shore of the Indian River and/or Easterly boundary of existing bulk head, whichever is further, together with riparian rights.

Subject to Easements, Restrictions, Covenants, Conditions and Limitations of record, if any.

TITLE HAS NOT BEEN EXAMINED BY SCRIVENER.

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging or in any manner 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 whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **DECEMBER 31, 2014**.

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:

Witness Signature
Printed Name: Bruce R. Abernethy, Jr.

Witness Signature
Printed Name: Pamela L. Saul

Witness Signature
Printed Name: Bruce R. Abernethy, Jr.

Witness Signature
Printed Name: Pamela L. Saul

Grantor Signature
Printed Name: Blaine E. Oney

4552 Woodlands Village Drive
Orlando, Florida 32835
Address

Grantor Signature
Printed Name: Ladonna Oney

4552 Woodlands Village Drive
Orlando, Florida 32835
Address

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Blaine E. Oney and Ladonna Oney,** known to me to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same. Said persons are personally known or each provided a Florida driver's license as identification.

Witness my hand and official seal in the County and State last aforesaid this 26th day of March, 2015.

Notary Public – State of Florida at Large
Printed Name: Jane L. Brock
Notary Stamp/Seal:

JANE L. BROCK
Commission # FF 168271
Expires February 12, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Mr Richard Neill Jr
June 23, 2020

This is a request for a variance on our property to have a Carolina Carport for our 5th Wheel Travel Trailer.

Per Carl Patterson we were told to contact you for this.

Attached is the original survey and a drawing to show the location. We are trying to avoid removing an Oak Tree. The carport would extend 5'-6' beyond the front of our house.

Call with any questions

Thank you

Charlie Jones 772-318-8736

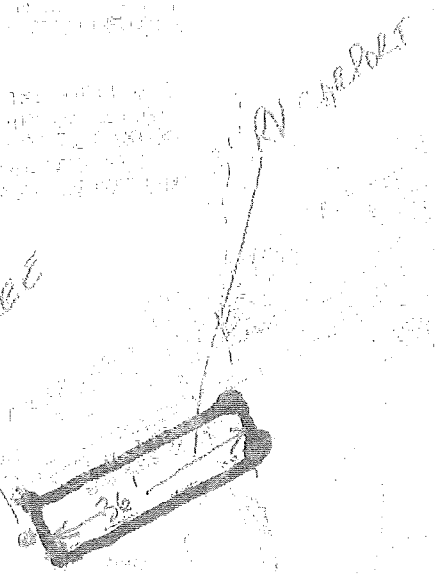
Helen Jones 772-318-8735

R 6/24

RV CARPORT 14' W x 36' LONG

5' SETBACK From
Property LINE

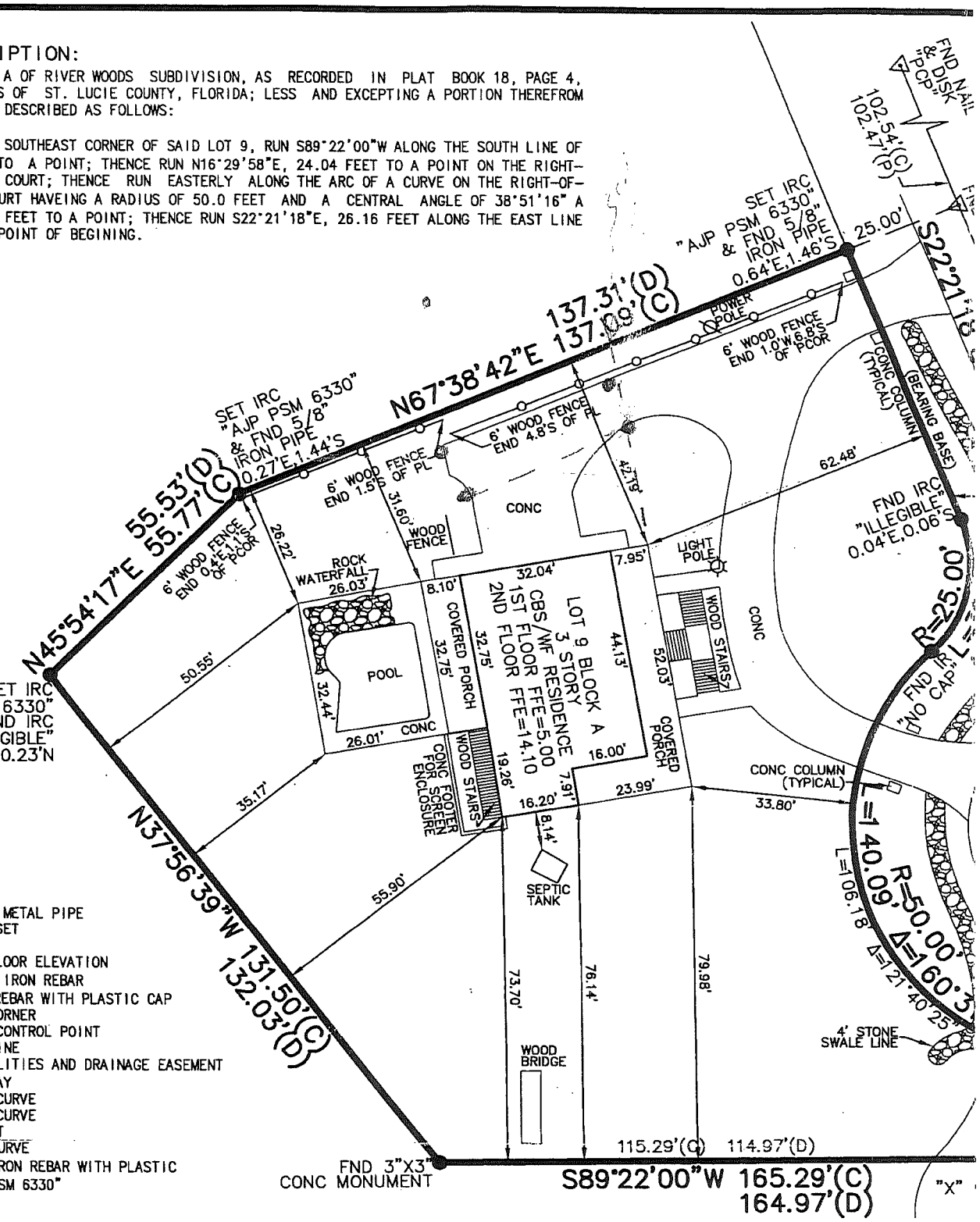
3711 OUTRIGGER DR.
ST. LUCIE VILLAGE
(RIVERWOODS)



LEGAL DESCRIPTION:

LOT 9 IN BLOCK A OF RIVER WOODS SUBDIVISION, AS RECORDED IN PLAT BOOK 18, PAGE 4, THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; LESS AND EXCEPTING A PORTION THEREFROM MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9, RUN S89°22'00"W ALONG THE SOUTH LINE OF LOT 9, 50.0 FEET TO A POINT; THENCE RUN N16°29'58"E, 24.04 FEET TO A POINT ON THE RIGHT-OF-WAY OF MAUREEN COURT; THENCE RUN EASTERLY ALONG THE ARC OF A CURVE ON THE RIGHT-OF-WAY OF MAUREEN COURT HAVEING A RADIUS OF 50.0 FEET AND A CENTRAL ANGLE OF 38°51'16" A DISTANCE OF 33.91 FEET TO A POINT; THENCE RUN S22°21'18"E, 26.16 FEET ALONG THE EAST LINE OF LOT 9, TO THE POINT OF BEGINING.



LEGEND:

(C) = CALCULATED
(M) = MEASURED
(P) = PLATTED
CMP = CORRUGATED METAL PIPE
CNS = COULD NOT SET
CONC = CONCRETE
FFE = FINISHED FLOOR ELEVATION
FND = FOUND 5/8" IRON REBAR
IRC = 5/8" IRON REBAR WITH PLASTIC CAP
PCOR = PROPERTY CORNER
PCP = PERMANENT CONTROL POINT
PL = PROPERTY LINE
PUDE = PUBLIC UTILITIES AND DRAINAGE EASEMENT
R/W = RIGHT-OF-WAY
R = RADIUS OF CURVE
L = LENGTH OF CURVE
SF = SQUARE FOOT
Δ = DELTA OF CURVE
● = SET 5/8" IRON REBAR WITH PLASTIC CAP "AJP PSM 6330"

3711 OUTRIGGER COURT

TYPE OF SURVEY:	BOUNDARY	PLOT PLAN	U/C TIE IN	FINAL	TOPOGRAPHIC
COMPLETED ON:	3-21-06			3-21-06	

DATE:	REVISIONS:	BY:
4/05/06	REVISE CERTIFICATIONS	BMG

ALEXANDER J. PIAZZA PSM, INC.
Surveying • Mapping • Consulting
619 SW Biltmore Street
Port St. Lucie, Florida 34983
Phone: (772) 340-7770
Fax: (772) 340-2250
LB#7280

K:\BUILDERS\DWG2006\dwg\06-113.dwg 4/4/2006 2:04:03 PM EDT

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Thursday, July 02, 2020 9:28 AM
To: William Thiess (william.thiess@stlucievillagefl.gov)
Cc: Donna Dennis; Scott Dennis; Laura Marotta
Subject: FW: Brightline Permits - Comments
Attachments: 020-087 - Brightline - St. Lucie Lane.pdf; 020-088 - Brightline - Chamberlain Blvd.pdf; 020-089 - Brightline - Rouse Road.pdf; 020-090 - Brightline - Michigan Street.pdf; 020-091 - Brightline - Wilcox Road.pdf; 020-092 - Brightline - Harbor Branch Road.pdf; 020-093 - Brightline - Kennedy Groves.pdf; 020-094 - Brightline - Torpey Road.pdf; 020-095 - ROW Permit Milton Road.pdf; 020-100 - Brightline - Harbor Branch Found.pdf

From: Peter DePasquale <depasqualep@stlucieco.org>
Sent: Wednesday, July 1, 2020 11:18 AM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>; Don West <westd@stlucieco.org>
Cc: Daniel McIntyre <MCIND@stlucieco.org>; William Thiess (william.thiess@stlucievillagefl.gov) <william.thiess@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>; Leslie Smith <smithl@stlucieco.org>; Patrick Dayan <DayanP@stlucieco.org>; Mark Satterlee <satterleem@stlucieco.org>
Subject: RE: Brightline Permits - Comments

Richard,

We have been reviewing these permits and compiling comments for discussion. I would like to provide my comments in advance of this meeting so that we can work together to address them. One thing to note: We have 3 blanket comments that are being applied to every Brightline Permit in addition to the comments unique to that permit, which I will include after my comments on these 10 permits. For reference, all 10 permits are attached to this email.

1. **#020-087 - St. Lucie Lane:**
    a. The resurfacing on Old Dixie Hwy does not meet our Standards. They are proposing to only resurface the Northbound lane instead of the entire roadway.

2. **#020-088 - Chamberlain Blvd:**
    a. The resurfacing on Old Dixie Hwy does not meet our Standards. If we allow them to pave as this plan proposes, they at least need to pave the radii where Chamberlain Blvd intersects with Old Dixie Hwy.
    b. They are installing sidewalks on the north and south side of the road for us. While that is a plus, there will be an approximate 30' gap on the north side where they will terminate their sidewalk and where the existing sidewalk ends. How would you like this to be handled?

3. **#020-089 – Rouse Road:**
    a. They propose a temporary crossing instead of a detour. There are no plans showing details on this crossing except for the path on the MOT Plan. Do we want details? One issue I noted is that it appears the turns proposed on this temporary crossing seem too tight for a vehicle pulling a trailer.

4. **#020-090 – Michigan Street:**
    a. Do we want to ask them to pave the unpaved portion of roadway from the FEC ROW heading west to Old Dixie Hwy?
    b. The Detour Plan proposes to route traffic from Wilcox Road. Both Michigan and Wilcox are gated and the roadway is more of a path through the preserve. How would you like this handled?

5. **#020-091 – Wilcox Road:**
    a. The Detour Plan proposes to route traffic from Michigan Street. Both Michigan and Wilcox are gated and the roadway is more of a path through the preserve. How would you like this handled?

6. **#020-092 – Harbor Branch Road:**
    a. They are proposing to install a sidewalk crossing along the north side of this crossing. However, the plans appear to leave a small gap where the terminate their sidewalk before connecting to the existing sidewalk on the west side.
    b. They propose a temporary crossing instead of a detour. There are no plans showing details on this crossing except for the path on the MOT Plan. Do we want details?

7. **#020-093 – Kennedy Groves: Private**
    a. There is no detour provided. I assume the bridge to the south will be used by Kennedy Groves for access, but we should get clarification.
    b. This crossing proposes locked swing gates on both sides. Is this acceptable?

8. **#020-094 – Torpey Road:**
    a. They propose a temporary crossing instead of a detour. There are no plans showing details on this crossing except for the path on the MOT Plan. Do we want details? One issue I noted is that it appears the turns proposed on this temporary crossing seem too tight for a vehicle pulling a trailer. The Village Marina is to the east of this crossing so there will be trucks towing boats across this temporary crossing.

9. **#020-095 – Milton Road:**
    a. They propose a temporary crossing instead of a detour. There are no plans showing details on this crossing except for the path on the MOT Plan. Do we want details? One issue I noted is that it appears the turns proposed on this temporary crossing seem too tight for a vehicle pulling a trailer.

10. **#020-100 – Harbor Branch Found: Private**
    a. There is no detour provided.
    b. This crossing proposes locked swing gates on both sides. Is this acceptable?

Our 3 comments that blanket every Brightline permit are:

1. Based on FDOT safety initiatives within the existing FDOT roadways with rail crossings including "Dynamic Envelopes", the County requires that each crossing over a County roadway includes the specialized pavement markings within the crossing to create a "Dynamic Envelope". The "Virgin Trains USA Phase II Zone 4 - Railroad Dynamic Envelope Implementation" letter from VTUSA dated March 4, 2020 assures the County that all crossings will comply with this requirement regardless of the "Dynamic Envelope" being stated on the construction plans or not.

2. The approval of this permit only constitutes an approval of the plans for construction. This permit does not constitute an agreement by the County to accept additional maintenance costs or responsibility at this crossing.

3. The applicant shall not simultaneously close two adjacent crossings for construction regardless of jurisdictional ownership, unless approved by the Public Works Director or his designee in writing. The applicant shall maintain the flow of traffic through the detour as efficiently as possible. The County reserves the right to require corrective measures if the detour is causing a hazard or a lack of efficient and safe movement of traffic. A minimum of two weeks' written notice must be given to the County for all road closures. It will be the applicant's responsibility to provide public notification for all road closures, including the installation of Variable Message Boards a minimum of one week before the closure.

Pete DePasquale | Project Manager | Engineering Division
Office: 772-462-2742 | Cell: 772-200-8492 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

From: Mark Satterlee <satterleem@stlucieco.org>
Sent: Tuesday, June 30, 2020 4:41 PM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>; Don West <westd@stlucieco.org>; Peter DePasquale <depasqualep@stlucieco.org>
Cc: Daniel McIntyre <MCIND@stlucieco.org>; William Thiess (william.thiess@stlucievillagefl.gov) <william.thiess@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>; Leslie Smith <smithl@stlucieco.org>
Subject: RE: Brightline Permits - Comments

Richard – Don is out of the office this week but will be back next week. I have copied his assistant, Leslie Smith, who can work with you to set something up.

Thanks, Mark

Mark Satterlee, AICP | Deputy County Administrator
Ph: 772-462-1452 | Cell: 772-267-0869 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

From: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Sent: Tuesday, June 30, 2020 12:30 PM
To: Don West <westd@stlucieco.org>; Peter DePasquale <depasqualep@stlucieco.org>
Cc: Mark Satterlee <satterleem@stlucieco.org>; Daniel McIntyre <MCIND@stlucieco.org>; William Thiess (william.thiess@stlucievillagefl.gov) <william.thiess@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: RE: Brightline Permits - Comments

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe. Questions, call Customer Service at 772-462-2146.

Don,

Bill Thiess and I are wondering if we might confer with you and Pete on the permit situation. I'm sure you won't be surprised when I say that we're concerned about access and what restrictions might be involved. Some of this may just be terminology but temporary crossing versus detour suggests only periodic access which is not only inconvenient but dangerous when there's no other emergency access.

Do you think we could talk this week? I'm pretty flexible from Wednesday afternoon through Friday, and I think that Bill is pretty flexible after today. I'd be glad to schedule a zoom meeting or meet by conference call.

Please advise. And, thank you.

Regards,

Richard

Richard V. Neill, Jr.
Town Attorney
Town of St. Lucie Village, Florida

Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2556
richard.neill@stlucievillagefl.gov

Please Note: Florida has a very broad public records laws. Most written communications to or from myself of Village officials regarding Village business are public records available to the public and media upon request. It is the policy of St. Lucie Village that all Village records shall be open for personal inspection, examination and/or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Ken Lawson
EXECUTIVE DIRECTOR

June 22, 2020

Mr. Richard V. Neill, Jr.
Neill Griffin Marquis, PLLC
311 South Second Street
Suite 200
Fort Pierce, Florida 34950

RE: St. Lucie Village Evaluation and Appraisal Notification Letter

Dear Mr. Neill:

This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter which was due on July 1, 2020, and received by the Department on June 17, 2020.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to the Department by **June 17, 2021**, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes. The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), Florida Statutes.

Ms. Kelly Corvin of the Department's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (850) 717-8503.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendments, please contact Mr. Ray Eubanks, Plan Processing Administrator, at (850) 717-8483.

Sincerely,

D. Ray Eubanks
Plan Processing Administrator

DRE/me

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Law Offices
NEILL GRIFFIN MARQUIS, PLLC
311 South Second Street
Suite 200
Fort Pierce, FL 34950

Richard V. Neill+▫
Richard V. Neill, Jr. +☆
Renée Marquis-Abrams*
Ian Eielson Osking
Brandon M. Hale

*Board Certified Wills, Trusts, & Estates Lawyer
☆Certified Circuit Civil/County Court Mediator
+ Board Certified Civil Trial Lawyer
▫ Of Counsel

Mailing Address:
Post Office Box 1270
Fort Pierce, FL 34954-1270
Telephone: (772) 464-8200
Fax: (772)464-2566

June 17, 2020

RECEIVED
Bur. of Community Planning and Growth
JUN 17 2020
Div. of Community Development
Dept. Economic Opportunity

FEDERAL EXPRESS

Department of Economic Opportunity
Bureau of Community Planning
Caldwell Building
107 East Madison Street, MSC 160
Tallahassee, FL 32399-6545

RE: Town of St. Lucie Village EAR

To whom it may concern,

I am the town attorney for St. Lucie Village, Florida.

Please accept this as the Evaluation and Appraisal Notification Letter from the Town of St. Lucie Village pursuant to Section 163.3191, Fla. Stat., notifying the State Land Planning Agency that the Village has determined that plan amendments are necessary to reflect changes in state requirements since the last update of the comprehensive plan.

Specifically, changes are needed to reflect the changes to Fla. Stat. §163.3178(2)(f).

With best regards.

Yours very truly,

Richard V. Neill, Jr.

RVNjr/ieo/bhm

cc: Mr. Ray Eubanks (via email at ray.eubanks@deo.myflorida.com)
William G. Thiess, Mayor
Donna Dennis, Clerk

Thank you

Danna Small

DLS Environmental Services, Inc.
1901 SW Yellowtail Avenue
Port St. Lucie, FL 34953
Phone: (772)215-3997
Email: danna@dlsenvironmentalservices.com

From: Rodriguez, Emily M [mailto:Emily.M.Rodriguez@FloridaDEP.gov]
Sent: Tuesday, June 30, 2020 7:44 AM
To: danna@dlsenvironmentalservices.com
Subject: RE: Indian River Waterfront Cottages status

Danna,
Thank you for the quick response. I will withdraw the application from our system at this time.

Emily Powell Rodriguez
Environmental Specialist III
Florida Department of Environmental Protection
Southeast District – West Palm Beach
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Emily.M.Rodriguez@floridadep.gov
Office: 561.681.6633

From: danna@dlsenvironmentalservices.com <danna@dlsenvironmentalservices.com>
Sent: Tuesday, June 30, 2020 5:16 AM
To: Rodriguez, Emily M <Emily.M.Rodriguez@FloridaDEP.gov>
Subject: RE: Indian River Waterfront Cottages status

Emily,

I apologize for not sending this email earlier. The applicant wishes to withdraw the request at this time due to some financial issues as a result of the impact of COVID on the tourism industry.

Thanks,
Danna

Danna Small

DLS Environmental Services, Inc.
1901 SW Yellowtail Avenue
Port St. Lucie, FL 34953
Phone: (772)215-3997
Email: danna@dlsenvironmentalservices.com

From: Rodriguez, Emily M [mailto:Emily.M.Rodriguez@FloridaDEP.gov]
Sent: Monday, June 29, 2020 10:31 AM
To: danna@dlsenvironmentalservices.com
Subject: RE: Indian River Waterfront Cottages status

Danna,
Just following up on this project. Whether you wanted to move forward with a second site visit or if the applicant was wanting to withdraw the application and re-apply at a later time. Please let me know how you would like to proceed. Thank you!

Emily Powell Rodriguez
Environmental Specialist III
Florida Department of Environmental Protection
Southeast District – West Palm Beach
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Emily.M.Rodriguez@floridadep.gov
Office: 561.681.6633

From: danna@dlsenvironmentalservices.com <danna@dlsenvironmentalservices.com>
Sent: Monday, June 15, 2020 1:56 PM
To: Rodriguez, Emily M <Emily.M.Rodriguez@FloridaDEP.gov>
Subject: RE: Indian River Waterfront Cottages status

Emily,

Thank you. I am making sure the PVC markers are still in place and will set a date for that week as soon as I confirm that is the case.

Thanks,
Danna

Danna Small
DLS Environmental Services, Inc.
1901 SW Yellowtail Avenue
Port St. Lucie, FL 34953
Phone: (772)215-3997
Email: danna@dlsenvironmentalservices.com

From: Rodriguez, Emily M [mailto:Emily.M.Rodriguez@FloridaDEP.gov]
Sent: Monday, June 15, 2020 12:33 PM
To: danna@dlsenvironmentalservices.com
Subject: RE: Indian River Waterfront Cottages status

Danna,

When would you like to schedule a follow up site visit? I have a lot of availability next week Monday the 22nd through Thursday the 25th. Please let me know what works with your schedule. Thank you!

Emily Powell Rodriguez
Environmental Specialist III
Florida Department of Environmental Protection
Southeast District – West Palm Beach
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Emily.M.Rodriguez@floridadep.gov
Office: 561.681.6633

From: danna@dlsenvironmentalservices.com <danna@dlsenvironmentalservices.com>
Sent: Friday, June 5, 2020 3:19 PM
To: Rodriguez, Emily M <Emily.M.Rodriguez@FloridaDEP.gov>
Cc: Meyer, Jeffrey L <Jeffrey.L.Meyer@FloridaDEP.gov>
Subject: RE: Indian River Waterfront Cottages status

Emily,

Can we make it 1pm if that is doable just in case the morning is good for a couple of seagrass surveys.

Thanks,
Danna

Danna Small
DLS Environmental Services, Inc.
1901 SW Yellowtail Avenue
Port St. Lucie, FL 34953
Phone: (772)215-3997
Email: danna@dlsenvironmentalservices.com

From: Rodriguez, Emily M [mailto:Emily.M.Rodriguez@FloridaDEP.gov]
Sent: Friday, June 5, 2020 3:15 PM
To: danna@dlsenvironmentalservices.com
Cc: Meyer, Jeffrey L
Subject: RE: Indian River Waterfront Cottages status

Danna,
Sorry, I didn't realize, Jeff is actually going in the field on Monday. We are free Tuesday 11am to 1pm.

Emily Powell Rodriguez
Environmental Specialist III
Florida Department of Environmental Protection
Southeast District – West Palm Beach
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Emily.M.Rodriguez@floridadep.gov
Office: 561.681.6633

From: danna@dlsenvironmentalservices.com <danna@dlsenvironmentalservices.com>
Sent: Friday, June 5, 2020 3:04 PM
To: Rodriguez, Emily M <Emily.M.Rodriguez@FloridaDEP.gov>
Cc: Meyer, Jeffrey L <Jeffrey.L.Meyer@FloridaDEP.gov>
Subject: RE: Indian River Waterfront Cottages status

Emily,

Do you want to do Monday at 10?

Thanks,
Danna

Danna Small
DLS Environmental Services, Inc.
1901 SW Yellowtail Avenue
Port St. Lucie, FL 34953
Phone: (772)215-3997
Email: danna@dlsenvironmentalservices.com

From: Rodriguez, Emily M [mailto:Emily.M.Rodriguez@FloridaDEP.gov]
Sent: Friday, June 5, 2020 2:30 PM
To: danna@dlsenvironmentalservices.com
Cc: Meyer, Jeffrey L
Subject: RE: Indian River Waterfront Cottages status

Danna,
We would like to set up a call with you a time next week to go over what was discussed with Tallahassee, please let us know a day you are available. We have some availability on Monday and Tuesday.

Emily Powell Rodriguez
Environmental Specialist III
Florida Department of Environmental Protection
Southeast District – West Palm Beach
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Emily.M.Rodriguez@floridadep.gov
Office: 561.681.6633

From: danna@dlsenvironmentalservices.com <danna@dlsenvironmentalservices.com>
Sent: Wednesday, June 3, 2020 1:41 PM
To: Rodriguez, Emily M <Emily.M.Rodriguez@FloridaDEP.gov>
Cc: Andreotta, Jason <Jason.Andreotta@FloridaDEP.gov>; Meyer, Jeffrey L <Jeffrey.L.Meyer@FloridaDEP.gov>
Subject: RE: Indian River Waterfront Cottages status

Emily,

Thank you for the update. He is obviously anxious and concerned that everything is taking so long. Please let me know how the meeting goes.

Thanks,
Danna

Danna Small
DLS Environmental Services, Inc.
1901 SW Yellowtail Avenue
Port St. Lucie, FL 34953
Phone: (772)215-3997
Email: danna@dlsenvironmentalservices.com

From: Rodriguez, Emily M [mailto:Emily.M.Rodriguez@FloridaDEP.gov]
Sent: Wednesday, June 3, 2020 1:38 PM
To: danna@dlsenvironmentalservices.com
Cc: Andreotta, Jason; Meyer, Jeffrey L
Subject: RE: Indian River Waterfront Cottages status

Danna,
I apologize for the delayed response. I was waiting on supervisor edits for the memos. The memos went up to Tallahassee for comments and edits on 5/28/2020. We received comments and edits on 5/29, we have a follow up call with Tallahassee reguarding the project and the memos on 6/5. I will follow up with you reguarding guidance and direction received.

Emily Powell Rodriguez
Environmental Specialist III
Florida Department of Environmental Protection
Southeast District – West Palm Beach
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Emily.M.Rodriguez@floridadep.gov
Office: 561.681.6633

From: danna@dlsenvironmentalservices.com <danna@dlsenvironmentalservices.com>
Sent: Sunday, May 31, 2020 2:45 PM
To: Rodriguez, Emily M <Emily.M.Rodriguez@FloridaDEP.gov>
Cc: Andreotta, Jason <Jason.Andreotta@FloridaDEP.gov>; Meyer, Jeffrey L <Jeffrey.L.Meyer@FloridaDEP.gov>
Subject: FW: Indian River Waterfront Cottages status
Importance: High

Emily,

Another month has flown by and I really need to know if we have made any progress. If not please let me know. We had all of the objections addressed in February and this is now hanging out there way too long. Let me know if there is something I can assist you with because at this rate he would not even be able to do his dock in July.

Thanks,
Danna

Danna Small
DLS Environmental Services, Inc.
1901 SW Yellowtail Avenue
Port St. Lucie, FL 34953
Phone: (772)215-3997
Email: danna@dlsenvironmentalservices.com

From: danna@dlsenvironmentalservices.com [mailto:danna@dlsenvironmentalservices.com]
Sent: Tuesday, May 19, 2020 9:18 AM
To: 'Rodriguez, Emily M'
Subject: Indian River Waterfront Cottages status
Importance: High

Emily,

Can you provide an update on the status of this one?

Thanks,
Danna

Laura Marotta

From:	Richard V. Neill, Jr.
Sent:	Tuesday, June 23, 2020 10:50 AM
To:	islandbay3@aol.com
Cc:	Laura Marotta; Carl Peterson; Donna Dennis; Laura Marotta
Subject:	Village site plan regulations
Attachments:	2012-4 Ordinance re landscaping.pdf; Section 5.3.0 Site Plan Review.pdf

Mr. Bello,

I apologize for being slow to follow up after the meeting.

I am sending you the portion of the Zoning Ordinance dealing with site plans as I had indicated I would. I also wanted to share the Landscaping Ordinance which is also part of the Zoning Ordinance and would presumably be applicable.

The entire Zoning Ordinance and the amendments to it since its adoption are all posted online at the Village's website which is at www.stlucievillagefl.gov.

Unfortunately, we have not completed the process of codifying all of the amendments into a single consolidated form; so, you do need to look at the 1995 Ordinance together with the substantive amendments which apply to your situation.

Regards,

Richard

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

CONFIDENTIALITY

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Wednesday, July 15, 2020 4:08 PM
To: Laura Marotta
Subject: FW: 3315 N Indian River Drive, Fort Pierce, FL

From: Richard V. Neill, Jr.
Sent: Thursday, July 9, 2020 9:30 AM
To: 'Donna Dennis' <donna.dennis@stlucievillagefl.gov>; Brittany Huff <brittanyhuff6605@gmail.com>; Richard Neill <richard.neill@stlucievillagefl.gov>; Ian Osking <IOsking@neillgriffin.com>
Cc: William Thiess (william.thiess@stlucievillagefl.gov) <william.thiess@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>; Carl Peterson <carl.peterson@stlucievillagefl.gov>
Subject: 3315 N Indian River Drive, Fort Pierce, FL

Good morning,

Based purely on size and zoning, multiple parcels would be allowed.

But, any lot would still need to meet the lot size, dimension and other requirements of the Zoning Ordinance and any subdivision would need to meet the requirements of the Subdivision Ordinance, as well. Both of those are accessible online at stlucievillagefl.gov.

I don't want to get in the way of a sale or get involved in a buyer's due diligence beyond pointing to the rules but **I would not assume that this particular lot can be subdivided** and would suggest that, if anyone wants to subdivide, they review the guidelines, propose a specific plan and ask for review and comment by the Village Board before proceeding.

Regards,

Richard

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

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From: Donna Dennis <donna.dennis@stlucievillagefl.gov>
Sent: Thursday, July 9, 2020 8:35 AM
To: Brittany Huff <brittanyhuff6605@gmail.com>; Richard Neill <richard.neill@stlucievillagefl.gov>; Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>; Ian Osking <IOsking@neillgriffin.com>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: Re: 3315 N Indian River Drive, Fort Pierce, FL

Hi Brittany,

I am copying our Village Attorney, Richard Neill, Jr., on this so you get the correct answer(s) for your client.

Best regards,

Donna

Donna Dennis

Clerk

St. Lucie Village, FL

772-466-6900

Please Note: Florida has a broad public records law. As a result, any written communication created or received by Town of St. Lucie Village officials and employees will be made available to the public and media upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in person.

From: Brittany Huff <brittanyhuff6605@gmail.com>
Sent: Wednesday, July 8, 2020 3:31:31 PM
To: Donna Dennis
Subject: 3315 N Indian River Drive, Fort Pierce, FL

Good afternoon,

The above-referenced property is currently listed with Joe Krchnak and I have an interested buyer. If my buyer purchases this property, he would like to subdivide the property and possibly sell off two parcels. I understand he would have to hire an attorney to do this and provide an easement for the driveway.

But would this be something he could do with the property under the Village guidelines?

Thank you so much for your time!

Brittany Huff, Realtor
Branca Realty Professionals
311 S. 2nd Street, Suite 102-A
Fort Pierce, FL 34950
Office 772-882-9583
Cell 772-834-8167
brittanyhuff6605@gmail.com
www.brancarealty.com

Laura Marotta

From: Richard Neill <richard.neill@stlucievillagefl.gov>
Sent: Wednesday, July 08, 2020 2:26 PM
To: Donna Dennis
Cc: Laura Marotta; William Thiess
Subject: RE: 3306 North US1

Donna, land use and zoning are commercial on that property. Residential use is not permitted in that district under current regulations. Richard

Richard V. Neill, Jr.
Town Attorney
Town of St. Lucie Village, Florida

Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2556
richard.neill@stlucievillagefl.gov

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From: Donna Dennis <donna.dennis@stlucievillagefl.gov>
Sent: Tuesday, July 7, 2020 3:19 PM
To: Richard Neill <richard.neill@stlucievillagefl.gov>
Cc: LMarotta@NeillGriffin.com
Subject: Re: 3306 North US1

Richard,

Further to the below, the owner told the Broker that a small apartment could be added in the back or on to the building (this is the Posh Salon property) for the new owner(s) to live in. I told her I did not think this was allowed but would wait for confirmation from you.

Best regards,

Donna

Donna Dennis

Clerk

St. Lucie Village, FL

772-466-6900

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From: Donna Dennis
Sent: Tuesday, July 7, 2020 2:45:54 PM
To: Richard Neill
Cc: LMarotta@NeillGriffin.com
Subject: 3306 North US1

Good afternoon,

Please advise the zoning for this property. A Broker's office called to ask as they are getting ready to list it (again).

Thank you.

Best regards,

Donna