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October 15, 2020

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

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

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

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

Mr. John Langel
2511 North Indian River Drive
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 October 20th meeting.

1. Traffic Calming Devises/Signs for North Indian River Drive (NIRD). You have discussed signs and traffic calming devices. Bill got input from TreeTop Products regarding the cost of a 6.5 Superior Speed Hump. Copy enclosed.

2. Ordinance 2020-1 (Business Hours for Alcohol Sales). Ordinance 2020-1 regarding regulating business hours for businesses serving alcohol is up for final reading. A public notice ran in the legal section of the newspaper on October 8 regarding the final reading of Ordinance 2020-1. A copy of the Ordinance is enclosed.

3. Comcast Issue – NIRD Relocation Expense. Comcast is demanding payment for relocation of their overhead facilities on North Indian River Drive underground. Bill has drafted a letter to send to Comcast Senior Vice President for the Florida Region. The current draft is enclosed. We will ask your approval.

4. Return to In-person Meetings. The Governor has ordered a final extension allowing purely virtual meetings until November 1st. Going forward, we must have a quorum of the Board physically present at any meeting. See my email to Bill.

We will want to discuss how to proceed. For your information, I am enclosing a copy of a related October 14 Palm Beach Post article.

5. River Woods Ditch/Park Entrance. I emailed Bill and Tom regarding the Village needing a formal, recorded easement to document an interest in the property being improved. Copies of our email exchange and the draft easement are enclosed. I also sent a copy of the easement to Amy Griffin with the County. We will ask your approval of this form with authority to make some revisions.

6. Parks MSTU/St. Lucie School. $4,865 was spent on 9/16/20 from the school's account on the new AC for the social hall west wall. I confirmed that the $4,685 is within the approved budgeted amount and can be reimbursed to the School account from the MSTU account, and that reimbursement has now been made.

It also became apparent I made a mistake on the 2020-2021 budget as to how much the Village had advanced. (The Village had advanced $10,000 not the $14,000+ I had indicated.) See my enclosed email with Anne and Bill. I'll address this at the meeting.

7. Insurance Premium. Donna had emailed and Bill spoke with John Ligon, FMIT, about removing items from our insured buildings and structures and reducing coverage for buildings. Copies of the emails are enclosed.

8. Clerk Position. I have drafted a list of Clerk qualifications and duties and gotten input from Bill and Donna for. A copy of the current version is enclosed.

9. All Aboard/Brightline. My understanding is that the County safety review has been conducted, and that Mr. Gavalla expressed concern about remote health monitoring not being specified in the plans. Specific to the Village, he had a couple of concerns about the crossing at Shimonek, the two gates instead of quad gates, and signage. I anticipate that the County and we will sit down and review these and other issues with Brightline.

10. Ad Valorem Taxes and Budget. The millage rate and budget were approved and we submitted the DR-422. We should be done with this other than submitting the DR-487.

11. Cargo/shipping Containers. I need to make sure that Ordinance 2020-3 and 2020-4 have been executed and get copies.

12. FPUA Project. Bill has received complaints regarding the lack of restoration by MasTec and he emailed Michael Chidgey. Mr. Chidgey said that he discussed this issue with Kevin (Foreman for MasTec) a week or two ago. He expressed concerns with restoring areas that are severely waterlogged – he wants the residents to be happy, but is concerned that the amount of water will impede successful restoration. A copy of their email exchange is enclosed.

13. Garbage/Yard Waste Service. For reference, I am enclosing a copy of my recent email to you.

14. 495 Peninsula Drive (Oney) - Variance Request. The requested variance was granted. A copy of the order to be entered is enclosed for your information. I'll drop this item.

15. 3711 Outrigger Court (Jones) - Variance Request. The requested variance was granted. A copy of the order to be entered is enclosed for your information. I'll drop this item.

16. Comprehensive Plan Amendment. We are following up on the status of map revisions.

17. Zoning Queries. I received a query from Walter McBride regarding splitting one parcel located at 2825 North Indian River Drive into two separate lots. My email to Bill and Mr. McBride is enclosed.

Steve Aberman inquired about mobile home and zoning on the property of Kyle's Landing, LLC. A copy of my email to him is enclosed.

I received a query from Darla Myers regarding two lots located at 444 Waters Drive could be separated and become separate buildable lots. A copy of my email exchange with Bill is enclosed. She has asked for and I will provide the prior Zoning Ordinance.

As reported previously, Mary Fowler had inquired concerning 3233 and 3241 North Indian River Drive. This is still on my "to do list".

I did respond to a query from Carl about Village regulation of tree removal.

18. 2304 N. U.S. 1/(Deese). I emailed Carl regarding the status of the work at 2304 N. U.S. 1. Carl indicated that he put a stop work order on the property last week and four permits were submitted since the stop work order was issued. A copy of our email exchange is enclosed.

19. 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 still need to consider this when we can.

I have made a note that you want to solicit other bids for the next audit.

20. Northside Nursery Variances. We will plan to update you next month. I do need to look into what's going on at the property in the interim.

21. 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.

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

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

24. 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.

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

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

27. North Indian River Drive Lighting. I understand that it's not actually time to re-agenda this item; so, I will defer until directed otherwise.

28. 4100 N. U.S. 1 (Veromotors Corporation). I have not heard further. I'll drop this item for now.

29. 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.)

Account Call 1-866-274-6440 CALL

Cart (1)

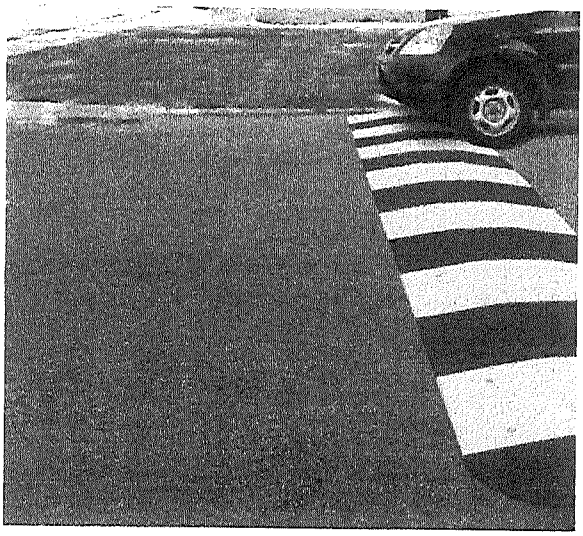
TreeTop Products.com

6.5 Superior Speed Hump (Yellow/Black)

$548.85

SAVE 20% (~~686.85~~)

10' - $848.85
15' - $1,298.85
20' - $1,748.85



SHIPS NEXT DAY

PRODUCT OVERVIEW

12 REVIEWS

15 Years Guaranteed Against Breakage

Best Seller

Eco Friendly

Product Details

DESCRIPTION

Easy-to-install & removable for surface maintenance, such as repaving.

- Material: Recycled rubber
- Length Options: 6.5 ft., 10 ft., 15 ft., 20 ft. or 25 ft.
- Slows vehicles to 10-15 mph

Use of included speed hump end caps is recommended to achieve the greatest product longevity.

- Guaranteed against breakage for 15 years
- Highly effective traffic calming solution - reduces vehicle speeds to 10-15 mph
- Slows traffic without vehicle or tire damage
- creases pedestrian safety
- 0% recycled rubber construction conforms to uneven surfaces
- asy-to-install
- Removable for surface maintenance
- **End caps are black in color**
- Warning CA Proposition 65

DOCUMENTS AND INSTRUCTIONS

- Installation Instructions **[Size: 132.1 KB]**
- Specifications **[Size: 156.2 KB]**

SPECIFICATIONS

SKU	3ZB3468	3ZB3469	3ZB3470	3ZB3471	3ZB3472

Model Name	6.5' Premium Speed Hump	10' Premium Speed Hump	15' Premium Speed Hump	20' Premium Speed Hump	25' Premium Speed Hump
Material	Recycled Rubber	Recycled Rubber	Recycled Rubber	Recycled Rubber	Recycled Rubber
Mount Type	Surface Mount	Surface Mount	Surface Mount	Surface Mount	Surface Mount
Length	79.5"	119.25"	178.75"	238.5"	298"
Width	39.25"	39.25"	39.25"	39.25"	39.25"
Height	2.75"	2.75"	2.75"	2.75"	2.75"
Weight	215.000000	335.000000	515.000000	693.000000	872.000000

4 REVIEWS

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ORDINANCE 2020-1

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE TOWN OF ST. LUCIE VILLAGE, FLORIDA, REGULATING THE BUSINESS HOURS OF BUSINESSES WHICH SERVE ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION TO TO REQUIRE SUCH BUSINESSES TO CLOSE AT 11:00 P.M. IN THE EVENING AND NOT TO REOPEN FOR BUSINESS UNTIL 7:00 A.M. IN THE MORNING OR 1:00 P.M. ON SUNDAYS.

WHEREAS, the Board of Aldermen of the Town of St. Lucie Village, Florida has not previously regulated the business hours of businesses which sell alcoholic beverages within the municipal limits for on-premises consumption; and,

WHEREAS, prospective purchasers of commercial properties located within the Village's municipal limits have asked the Board of Aldermen about business hours; and,

WHEREAS, it appears to the Board of Aldermen that specifying the permitted business hours of those businesses which sell alcoholic beverages for on-premises consumption is appropriate; and,

WHEREAS, Ordinance 87-7, the "Nuisance Ordinance", limits noise on commercial properties during the hours of 11:00 p.m. to 7:00 a.m., and until 1:00 p.m. on Sunday; and,

WHEREAS, similarly limiting business hours of businesses which sell alcohol for on-premises consumption is both consistent with the residential nature of the Town of St. Lucie Village, Florida, and would

promote the health, safety and welfare of its residents and those doing business and traveling through the Town of St. Lucie Village, Florida.

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

1. Businesses which sell alcoholic beverages for on-premises consumption within the municipal limits of the Town of St. Lucie Village, Florida, shall close at or before 11:00 p.m. in the evening and remain closed until 7:00 a.m. the following morning, except on Sundays, when the businesses shall remain closed (from 11:00 p.m. on Saturday) until 1:00 p.m. Sunday afternoon.

2. This Ordinance shall be effective upon passage.

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, Acting Clerk of the TOWN OF ST. LUCIE VILLAGE, FLORIDA, do hereby certify that this is a true and accurate copy of Ordinance **2020-1** 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

Amy Smith
Sr. Vice President, Florida Region
Comcast
1400 Northpoint Parkway
West Palm Beach, FL 33407

Re: FPUA Electric Undergrounding Project in St. Lucie Village

Dear Ms. Smith:

The Town of St. Lucie Village is a small incorporated town (population < 600) situated north of Fort Pierce between U.S. Highway 1 and the Indian River Lagoon. Over the years, we have experienced problems with prolonged utility outages associated with hurricanes and other strong storms due to the location of overhead utilities along the lagoon shoreline. This shoreline has significantly receded to the west over the years, leaving some utility poles in the lagoon at normal tides and posing greater storm risk and maintenance issues for these overhead utilities. North Indian River Drive, the only road serving this residential area, is just west of the utility poles and is subject to severe flooding during storms and king tides. I have received calls from St. Lucie County Emergency Operations Center expressing concern about their difficulty in getting emergency response vehicles into this residential area during high water conditions.

Recognizing these problems on our waterfront, St. Lucie Village and Fort Pierce Utilities Authority (FPUA) cooperated on two projects this year to reduce flooding on North Indian River Drive and storm harden the electric utilities by relocating them underground. The Town initiated and has completed a roadway reconstruction project along North Indian River Drive that involved raising the road elevation in areas subject to frequent King Tide flooding and overlaying the entire length of the deteriorated pavement surface. The project was essential in providing an acceptable level of service for the road.

In the same time frame, FPUA initiated a utility relocation project to place all electric facilities underground along North Indian River Drive from Chamberlin Boulevard to St. Lucie Lane, a distance of about 3,000 feet. This project is complete except for some minor restoration work. Electric facilities in this area have been removed from FPUA's utility poles and converted to underground. The utility poles were topped above the Comcast facilities that remain on the poles. It is worth noting that AT&T removed their facilities from FPUA's utility poles and placed them underground several years ago on their own initiative and at their own expense.

Our problem on this project is the lack of cooperation and communication by Comcast. The following timeline highlights the project history:

1. On February 5, 2020, FPUA sent an email to Comcast's Rick Johnson notifying him of the upcoming electric utility undergrounding project and stressing that the Town will be eager to have the utility poles removed upon completion of the project. A copy of the relocation plans was attached to this email.

2. Between February 5 and early June, communication between FPUA and Comcast was apparently limited to phone calls with no effort from Comcast to address relocation of their facilities.

3. On June 5, I sent a letter to Comcast Regional Director of External Affairs Carla Roderick reiterating that the utility poles will be removed when FPUA completes the undergrounding of their electric facilities and requesting that Comcast address relocation of their overhead facilities. A copy of my letter is enclosed.

4. After receiving no response to my letter for eleven weeks, I emailed Carla Roderick on August 25 asking about a response to my June 5 letter. Ms. Roderick responded that she would reach out to the Comcast construction team and get back with me.

5. On September 24, I received an email from FPUA forwarding an email response from Comcast's Construction Supervisor Anthony Springsteel stating that that once Comcast has received payment for the relocation request, Comcast will start the requested relocation. An Excel spreadsheet itemizing relocation costs of $67,489.712 was attached to that email and is enclosed with this letter.

Having myself been in the utility business for over 17 years, the last eight of which serving as FPUA's Director of Utilities, I find Comcast's position on relocating their facilities underground unreasonable and without precedent in our area. On the dozens of overhead-to-overhead and overhead-to-underground projects I have been associated with over the years, all utilities have relocated their facilities at their expense and not put that cost on the local utility rate payers or local taxpayers. FPUA has told me that they will not pay for relocating Comcast's facilities on this project, nor on future planned electric undergrounding projects in the Town. The Town of St. Lucie Village cannot and will not pay for Comcast's relocation costs. This leaves us in the unacceptable position of having topped utility poles along the length of our National Register Historic District waterfront with only Comcast's facilities on the poles.

There is another unresolved issue with Comcast on this project that is unfairly impacting one of your customers, Ladd Aliff at 2529 North Indian River Drive. FPUA's contractor accidentally cut the Comcast cable to this residence when installing the electric service line to the residence. Comcast was called to repair the cut cable and chose to route a new cable directly across the obvious raised drainfield serving the residence. This resulted in cutting through the drainfield distribution piping in numerous locations, rendering the drainfield marginally functional and creating a sanitary hazard from untreated sewage bubbling up at all the cut locations. Mr. Aliff has spoken with several septic tank contractors and the consensus is that the drainfield will

need to be reconstructed at an estimated cost of $5,000 to $6,000. Mr. Aliff told me that Comcast has refused responsibility for this damage and will not pay for repair of the drainfield. I understand that this is a matter between Mr. Aliff and Comcast, but I would like to point it out to you as another example of our dissatisfaction with Comcast on this project.

My hope in writing this letter is that you can help resolve the current impasse with Comcast on the relocation of their facilities on this project. We would also like to see Comcast accept responsibility for Mr. Aliff's severely damaged drainfield. The St. Lucie Village residents and Board of Aldermen look forward your reply.

William G. Thiess
Mayor

c: Richard Neill Jr.

Enclosures:

1. Letter to Carla Roderick 6-5-20
2. Comcast Relocation Cost

From: Richard V. Neill, Jr.
Sent: Thursday, October 1, 2020 11:02 AM
To: William Thiess (william.thiess@stlucievillagefl.gov) <william.thiess@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>
Cc: Scott Dennis <scott.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: FW: Extension of Executive Order 20-69 Local Government Public Meetings

FYI – the Governor says one more month (through October) and [then it is back to] having a quorum present.

Richard V. Neill, Jr., of
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Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

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From: Florida League of Cities Legal Department <ldove@flcities.com>
Sent: Thursday, October 1, 2020 9:47 AM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Subject: Extension of Executive Order 20-69 Local Government Public Meetings

Memorandum

TO: Municipal Attorneys

FROM: Kraig Conn, General Counsel
Rebecca O'Hara, Deputy General Counsel

SUBJ: Extension of Executive Order 20-69 Local Government Public Meetings

DATE: October 1, 2020

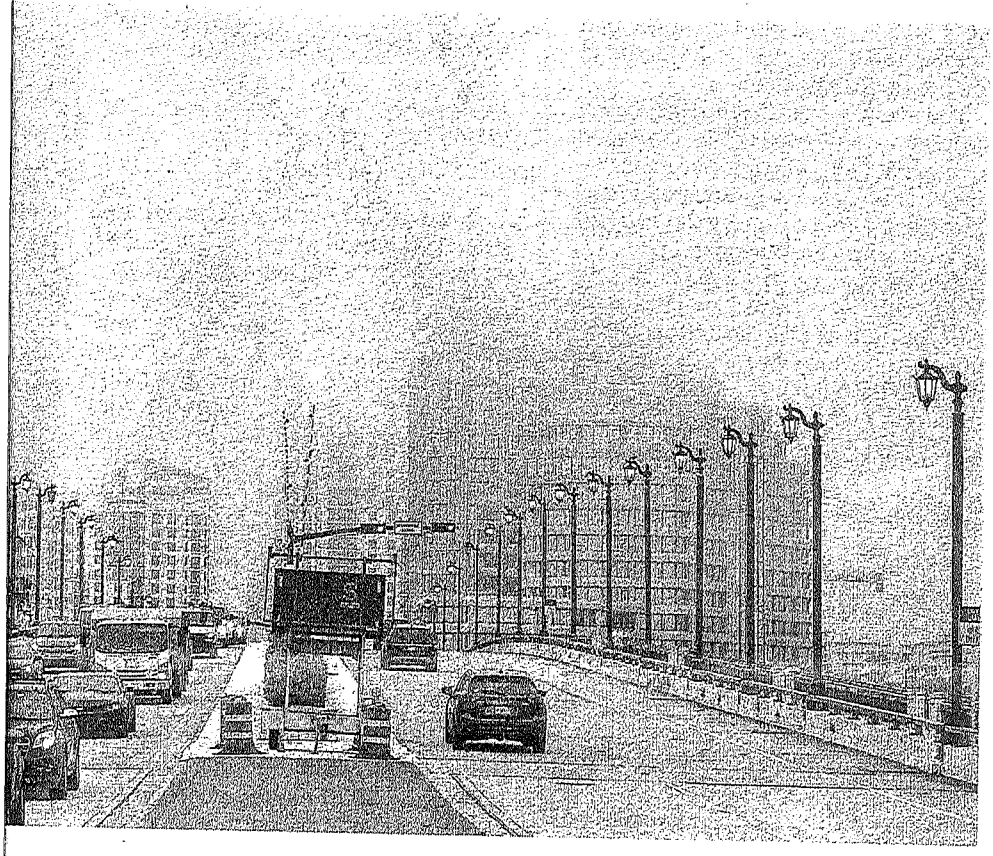
Last night Governor DeSantis issued Executive Order 20-246 (Local Government Public Meetings). The Order extends Executive Order 20-69 (Local Government Public Meetings), which suspends current laws relating to public meetings that require a quorum be present in-person and that a local government body meet at a specific public place, and also authorizes local government bodies to use communications media technology such as telephonic and video conferencing, as provided in section 120.54(5)(b)2, F.S. Executive Order 20-246 extends these authorizations until 12:01 AM on November 1, 2020. The Order does not apply to election canvassing boards.

In a memorandum that accompanied Executive Order 20-246, the Governor emphasized that local governments should prepare for in-person meetings to resume effective November 1, 2020. The memorandum also stated that he was allowing Executive Order 20-211 (Mortgage Foreclosure and Eviction Relief) to expire because the Centers for Disease Control and Prevention (CDC) recently enacted a nationwide residential evictions order that provides federal eviction relief to persons who submit a valid Declaration to their landlord regarding their inability to pay rent. The Governor explained that he wished to avoid any confusion over whether the CDC's order should apply in a given circumstance. The CDC's order expires December 1, 2020, unless extended.

said, The fire broke out about 5 a.m. Sunday at a home in the 1400 block of West and wanted him to arrange visitation through the courts.

See FIRE, Page 9B

TING IN THE CLOUDS



nto West Palm Beach were greeted by heavy fog 40 minutes after sunrise. tly sunny skies with a shower or two in the area. High should be 86 with a h. LANNIS WATERS/THE PALM BEACH POST

eveloper to address dust issue

ains den- etter un- we dent Real spe- the ring fore be

built on what was once fairways.

At issue is the amount of dust being generated. Some residents say they are experiencing respiratory problems.

Grebow and residents of Trevi Court, a neighborhood at the Fountains, spoke to one another at a virtual meeting last week. Grebow was roundly criticized by Rob Jacobs, a Trevi Court board member, who said promises made to residents in February at a public meeting were not kept.

Jacobs noted, for example, that Ridgewood said work would be done on one-half acre sites at a time. Instead, un-watered mounds of fill, some of them 40 feet tall, lined fairways close to Trevi Court last month.

"You have demonstrated little concern about the need for dialogue and adjustments," Jacobs told Grebow, suggesting that Ridgewood agreed to the meeting only after pressure from local elected officials and The Palm Beach Post report on the conditions at Fountains.

"Overreliance on minimal standards doesn't take into account the broader health and safety concerns of an aging population with respiratory ailments and a very young population with developing lungs. However, embracing best practices does."

Grebow said the work would have

See DUST, Page 9B

Leaders mull how to handle meetings

Some remain virtual; others in-person again

Jorge Milian
Palm Beach Post
USA TODAY NETWORK

BOYNTON BEACH — Susan Oyer has been attending Boynton Beach City Commission meetings for a long time, but she hasn't minded the pandemic-imposed move to online hearings.

The virtual world, Oyer points out, has its benefits.

"I don't have to look good because the camera's off," Oyer said. "And I get to eat dinner while it's going on."

City commissions and their advisory boards throughout Palm Beach County went to virtual communication in March or April after the rising infection rates of coronavirus shut down city halls and made in-person meetings unworkable.

Despite a recent uptick in reported deaths in the county resulting from COVID-19, local city commissions are moving to reopening their meetings to the public.

On Monday, West Palm Beach celebrated its return to in-person meetings with an introductory performance of the national anthem by a student choir from The Faith Place, a group that provides homework help, STEAM lessons and other educational services to the community.

The fanfare drew applause from the commissioners, mayor and the several people who'd trickled into the auditorium.

The officials on the dais were spaced apart and shielded from one another by newly erected clear plastic dividers. Even the reporters' station at the foot of the stage had a shield. Some of the public seating rows were blocked, with off-limits signs taped to seat backs served to space the rest of the seating.

See MEETINGS, Page 5B

Meetings

Continued from Page 1B

Mayor Keith James thanked the choir, "for providing inspiration in these sometimes dark times."

The Florida Constitution and Sunshine laws require local governments meet in person, but Gov. Ron DeSantis suspended that mandate with a March 20 executive order that allowed cities to use technology like Zoom or Webex to hold virtual public meetings.

DeSantis has since extended that order to last through Nov. 1.

City commission and town council meetings have never been a big draw. Hearings can be ponderous and steeped in nuances and minutiae only the most-committed gadfly could find absorbing.

There was some concern that going to video communication would impact interest even further, especially among those not as technologically adept, and keep residents from getting involved in civic life.

But, in some cases, the opposite has been true and engagement has crept up. Those wanting to attend meetings no longer have to get in their car, schlep to city hall and sit in uncomfortable seating for three or four hours. Just a click on your home computer and you're in.

"That was part of our concern," said Mayor Scott Singer, of Boca Raton, where the five-person council has met virtually since March. "But we've learned the virtual platform allows us to have a much higher number of people participating."

In Tequesta, Mayor Abby Brennan said online video streams of council meetings in her village have proven popular and are likely here to stay.

"We recognize that when we were doing the Zoom meetings... we had far more people zooming in than we had in chambers," Brennan said

Some cities have already returned to in-person meetings, combining it in a "hybrid" model with online hearings.

Boynton Beach has held in-person commission meetings since August. Mayor Steven Grant sits in a City Hall conference room with members of the public while the rest of the commission participates remotely..

Oyer has been attending the past handful of meetings in person and said she feels safe doing so.

"There's not a lot of people in the room," Oyer said. "If there is, everyone is spaced out. Everyone is wearing their mask. When you speak, you're standing on the opposite side of the room from the mayor — at least 10, 15 feet from anyone else."

County commissioners have also grappled with the "new normal" around meetings.

In June, the county implemented seating limitations at meetings, placing red laminated signs on seats that read: "Please do not use due to social distancing." Commissioners were separated by plastic dividers placed between seats on the dais.

Even though the county mandated the wearing of facemasks in public in June, the rule was not strictly enforced immediately inside the commission chambers. Commissioners were often criticized for not wearing a mask while on the dais although, more recently, they have been keeping on their face coverings while speaking.

People who come up to the microphone for public comment are allowed to take off their mask, and staff squirt the microphone with some sort of cleaning agent after each speaker.

Not everyone is comfortable with the removal of facemasks, even when social distancing protocols are in place.

During a commission meeting on Oct. 6, Boynton Beach Commissioner Christina Romelus objected when a resident approached the podium and removed his facemask in order to speak.

Grant, Boynton's mayor, is a proponent of mask-wearing, but dismissed Romelus' complaint, saying the resident was spaced more than 10 feet from anyone else.

"You are taking a risk," Grant said. "But taking in the mail is a risk sometimes."

How's your city handling city commission meetings? Here's a sampling:

BOCA RATON

Mayor Scott Singer said the City Council may hold its next scheduled meeting in person for the first time since March.

But the gathering won't take place in the council's cramped chambers at City Hall. Instead, the city is moving meetings for the time being to the 6500 Building on Congress Avenue that allows for social distancing. The city has been using GoToMeeting, a video communication service, to broadcast meetings, and Singer said there have been no issues.

So why not stick to the virtual world alone?

"It bears consideration, but i think people would like to appear in person," Singer said. "It's an opportunity to get close to local government again."

BOYNTON BEACH

The city passed an ordinance this year that permits video conferencing through the end of the year, Mayor Steven Grant said.

Since a budget hearing in July, the city has held some in-person meetings in a City Hall community room. At two of the meetings, the room has included up to 15 members of the public.

Grant said it's imperative to allow residents access to their elected officials, especially those who may struggle with technology.

"Giving them that opportunity to come to the meetings and speak during public comments, that's very important," Grant said.

DELRAY BEACH

A policy of virtual meetings-only will continue until at least Nov. 1, although city staff have begun planning for transitioning to in-person hearings, according to spokewoman Gina Carter.

"There are many things to consider in order to ensure the safety of participants," Carter said, "including wellness screenings, sanitation of shared items such as sign-in sheets/pens, mics and podiums, the effective and safe use of the space within the commission chambers.... as well as preparing for the technological challenges."

JUPITER

Little has changed in Jupiter since council members returned to in-person meetings this summer. The town is allowing residents not in attendance to email public comments. Those statements aren't read aloud during the meeting and are instead provided to council members beforehand.

Like many municipalities, Jupiter has long broadcasted its meetings online and archived the footage on its website.

LAKE WORTH BEACH

Mayor Pam Triolo indicated this week the city will stick to online-only meetings for now. Since March, commissioners have convened at City Hall for meetings, but do so from their respective offices inside the building. The public is not permitted inside.

The city's board has not met since March 19 meeting went viral following an angry squabble between Triolo and Commissioner Omari Hardy. Hardy has since resigned from the commission in order to run for a state House seat.

PALM BEACH GARDENS

The city was one of the few that never stopped holding in-person meetings — only once monthly — after the pandemic broke out.

"We modified our approach and went to a hybrid meeting model that allowed those who wanted to attend in person, including council members, to continue with in-person meetings," spokesperson Candice Temple said.

There were several safety features in place for those attending in public including temperature checks, socially distanced seating and a mask requirement.

RIVIERA BEACH

Riviera Beach returned to in-person meetings on Oct. 7, shifting the gatherings to its Marina Events Center, which has a large ballroom more suited to social distancing than the City Hall auditorium. City Manager Jonathan Evans gave a video walking tour of the Marina Center, to prepare visitors for the health measures they'll encounter. He posted it on the city Facebook page.

"We are going to make sure our residents are safe and can participate in their government," Evans said. "We look forward to seeing your smiling faces behind these masks."

ROYAL PALM BEACH

Few Village Council meetings in Royal Palm Beach have been entirely virtual. Instead, council members opted for a hybrid format, with officials and staff in Village Meeting Hall, and the public and speakers joining via WebEx, a video conferencing program. While there have been a few technical issues with sound and people joining virtually, the meetings have gone smoothly.

THE ACREAGE

The Indian Trail Improvement District's transition to virtual meetings in April got off to a rocky start. The April 15 board meeting was the target of so-called "Zoombombers," internet trolls who bombard virtual meetings with offensive images and sounds. The meeting was shut down and restarted with more security protocols in place. After that meeting, Indian Trail moved to an upgraded version of Zoom with enhanced security features.

WELLINGTON

Wellington's council moved to virtual meetings in April following closures because of the pandemic. The council briefly returned to in-person meetings early in the summer, before cases of COVID-19 peaked in July.

The council moved back to virtual meetings until last month, when meetings finally returned to the council chambers at Village Hall.

Barriers have been put up between each official on the dais, and there are Plexiglas barriers in front of each podium for speakers. Masks are required inside Village Hall, and social distancing is enforced in the audience with seats blocked off.

WEST PALM BEACH

After returning to in-person meetings on Oct. 5, Communications Director Kathleen Walter said the switch to virtual meetings and back again went off without major problems. "It was a big and quick transition that went smoothly due to preparation, planning and testing," she said.

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Thursday, October 08, 2020 8:45 AM
To: Laura Marotta
Subject: FW: River Woods ditch/Park access

Importance: High

From: Richard V. Neill, Jr.
Sent: Thursday, October 8, 2020 8:42 AM
To: 'Tom Dickens' <tom.dickens2@gmail.com>; 'William Thiess' <william.thiess@stlucievillagefl.gov>
Subject: RE: River Woods ditch/Park access

Thanks, Tom. I concur and will note.

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: Tom Dickens <tom.dickens2@gmail.com>
Sent: Wednesday, October 7, 2020 7:24 PM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>; 'William Thiess' <william.thiess@stlucievillagefl.gov>
Subject: RE: River Woods ditch/Park access

Richard and Bill,

Thank you for the update on the agreement for use of the River Woods easement.

Everything looks good to move forward. I agree that it is important that the easement is specific for use as a maintenance and emergency access to the park area and the agreement should note that there is no public access through the easement area.

The Village, County Park Maintenance and St Lucie Fire should all have quick access to keys. In addition, River Woods POA would like to have 3 keys, one each for the RW property owners on each side of the easement to maintain their own ditches, and one for the RWPOA Board of Directors designee.

Thanks,
Tom Dickens

From: Richard V. Neill, Jr. [mailto:RNeillJr@neillgriffin.com]
Sent: Wednesday, October 07, 2020 8:59 AM
To: William Thiess (william.thiess@stlucievillagefl.gov); Tom Dickens (tom.dickens2@gmail.com)
Cc: Donna Dennis; Scott Dennis; Laura Marotta
Subject: River Woods ditch/Park access

Bill and Tom,

My apologies—I thought I had sent this two weeks ago but it's been in my outlook folder with drafts. One specific thing I think we should add is no public access—that's clearly the intent and effect of the wording but, in hindsight, better to be clear.

I think that the Village needs a formal, recorded easement to document an interest in the property being improved.

I have drafted the attached for preliminary consideration and comment. Exhibit B is where the "guts" of the description is. We want to make sure the rights are as broad as the Village might need, but no broader than absolutely necessary. We're doing this for the Village but want to accommodate the POA's concerns.

I think that it would be prudent to check with the County as well. I think that we would want to make sure we describe uses in a way that meets their needs, as well. Is there someone there to whom we should send this?

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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Laura Marotta

From:	Richard V. Neill, Jr.
Sent:	Wednesday, October 07, 2020 5:18 PM
To:	William Thiess
Cc:	griffina@stlucieco.org; Laura Marotta
Subject:	RE: River Woods ditch/Park access
Attachments:	20-09-21 Maintenance Access Easement w Exhibits.pdf

Thanks, Bill.

Amy, here's the draft document we're considering. If we're getting this easement and trying to make sure we describe any anticipated use, should we include anything else?

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: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Wednesday, October 7, 2020 4:31 PM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Cc: griffina@stlucieco.org
Subject: RE: River Woods ditch/Park access

That would probably be Amy Griffin, Environmental Resources Division Director (462-2531) or someone that works for Amy. I doubt they would need Dan M input, since they are not a party to the agreement. I copied Amy on this email.

From: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Sent: Wednesday, October 7, 2020 11:27 AM
To: William Thiess <william.thiess@stlucievillagefl.gov>; Tom Dickens (tom.dickens2@gmail.com) <tom.dickens2@gmail.com>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Scott Dennis <scott.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: RE: River Woods ditch/Park access

Good points, Bill. I think it would be best to address them more clearly.

Question—should we run this by someone at the County?

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: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Wednesday, October 7, 2020 11:23 AM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>; Tom Dickens (tom.dickens2@gmail.com) <tom.dickens2@gmail.com>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Scott Dennis <scott.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: RE: River Woods ditch/Park access

Richard,

It looks like everything is covered in general terms. I think we need to:

1. Make sure it is clearly stated that St. Lucie County has access and probably a key to the gate for maintenance operations and emergency purposes on the Village's Heritage Preserve property (e.g., fire fighting). I think their use of the gate would be infrequent. If the Heritage Preserve has a fire, they should not have to go around looking for a key and we certainly would not want the gate damaged to gain access.
2. Assure that Village maintenance contractors have access when working on Village projects. I think you may have this covered, though I did not see that word "contractor" anywhere. Village contractors should not keep a key to the gate, but they may need one on a temporary basis
3. Do we need to spell out in the agreement who has keys? Seems like it should just be the LWPOA, the County, the Village and their assigns, etc.

Bill

From: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Sent: Wednesday, October 7, 2020 8:59 AM
To: William Thiess <william.thiess@stlucievillagefl.gov>; Tom Dickens (tom.dickens2@gmail.com) <tom.dickens2@gmail.com>

Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Scott Dennis <scott.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: River Woods ditch/Park access

Bill and Tom,

My apologies—I thought I had sent this two weeks ago but it's been in my outlook folder with drafts. One specific thing I think we should add is no public access—that's clearly the intent and effect of the wording but, in hindsight, better to be clear.

I think that the Village needs a formal, recorded easement to document an interest in the property being improved.

I have drafted the attached for preliminary consideration and comment. Exhibit B is where the "guts" of the description is. We want to make sure the rights are as broad as the Village might need, but no broader than absolutely necessary. We're doing this for the Village but want to accommodate the POA's concerns.

I think that it would be prudent to check with the County as well. I think that we would want to make sure we describe uses in a way that meets their needs, as well. Is there someone there to whom we should send this?

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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Prepared by and return to:
Richard V. Neill Jr.
Neill Griffin Marquis, PLLC
311 S 2nd Street, Suite 200
Fort Pierce, FL 34950
(772) 464-8200
Parcel ID #: **1421-862-0000-100-9**

[Space Above This Line For Recording Data]

MAINTENANCE ACCESS EASEMENT AGREEMENT

THIS MAINTENANCE ACCESS EASEMENT AGREEMENT ("**Agreement**") is made this _____ day of_____, 2020, by and between River Woods Property Owner's Association, Inc., whose address is 3695 River Woods Drive, Ft. Pierce, FL 34946 ("**Grantor**") and Town of St. Lucie Village, Florida, an incorporated municipality, whose address is 2841 N. Old Dixie Hwy., Ft. Pierce, FL 34946 ("**Grantee**") with reference to the following:

A. Grantor owns that certain real property located in St. Lucie County, Florida, which is described as Tract "A" on the Plat of River Woods Subdivision, which is recorded at Plat Book 18, page 4, of the Public Records on St. Lucie County, Florida.("**Grantors' Property**").

B. Grantee is the owner of that certain real property adjacent to Grantor's Property, which is described on **Exhibit A** attached hereto ("**Grantee's Property**").

C. Grantee has requested that Grantor allow Grantee to access Grantee's Property through Grantor's property, for the purposes of maintaining Grantee's Property and the ditch lying in the drainage and utility easement which runs east and west along the north boundary of said subdivision.

D. Grantee is willing to accommodate Grantors' request, subject to the terms and conditions of this Agreement, and as more particularly described below.

Now therefore, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Exhibits. The above recitals are true and correct and, together with the exhibits attached hereto, are incorporated in this Agreement by reference.

2. Grant of Maintenance Access Easement. Grantors hereby grant and convey to Grantee, its tenants, licensees, successors and assigns (including without limitation St. Lucie County, Florida), for the benefit of and appurtenant to Grantee's Property, a non-exclusive easement on, over, across Grantor's Property for purposes of maintaining Grantor's Property and/or the referenced ditch but only as more particularly described and limited on attached **Exhibit B** (**"Easement"**).

3. Use of Grantor's Property. Grantor reserves unto itself, and its successors and assigns, all rights and privileges with respect to the property over which this Easement (**"Easement Area"**) is granted, provided the exercise of such rights and privileges do not

interfere with the exercise of the Easement granted in this Agreement and described and limited at Exhibit C.

4. Term of Easement; Covenant Running with the Land; Binding Effect. The Easement and this Agreement shall run with the land and be binding to and inure to the benefit of all of Grantee's successors and assigns.

5. Indemnification: Grantee hereby indemnifies and holds Grantor harmless from any and all liability for damages to persons or property incurred as a result of Grantee's use of its easement rights and the allowed activities; provided, however, that nothing herein shall be deemed a waiver of sovereign immunity or an agreement to indemnify Grantor for its own negligence or its use of the Easement Area, including by its agents or permitees.

6. No Third Party Beneficiaries. This Agreement is for the benefit of the parties only, and no third party shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein.

7. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of the Easement, and supersedes all previous negotiations and agreements.

8. Grantors Title. Grantors represent and warrant to Grantee that Grantors own fee simple title to the Grantors' Property free and clear of all liens, mortgages, restrictions and encumbrances.

9. Attorneys' Fees. In the event litigation is required by either party to enforce the terms of this Agreement or for declaratory judgment, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys', paralegals' and legal assistants' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels, in arbitration or bankruptcy proceedings, and post-judgment collection proceedings.

SIGNATURE PAGES FOLLOW

[Grantors Signature Page.]

IN WITNESS WHEREOF, Grantors and Grantee have caused these presents to be duly executed as of the dates provided below.

Signed and delivered
in the presence of:

GRANTOR:

River Woods Property Owner's Association, Inc.,
a Florida Corporation

By: _____
Levi Heffelfinger, President

_____
Signature of Witness #1

_____
Typed/Printed Name of Witness #1

_____
Signature of Witness #2

_____
Typed/Printed Name of Witness #2

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of [_] physical presence or [_] online notarization, on this ____ day of September, 2020, by Levi Heffelfinger, President of River Woods Property Owner's Association, Inc., a Florida Corporation, on behalf of said company, who [_] is personally known or [_] has produced a driver's license as identification.

_____
NOTARY PUBLIC

_____
Print or Stamp Name
My Commission Expires: _____

(NOTARY SEAL)

[Grantee's Signature Page]

Signed and delivered
In the presence of:

GRANTEE:

Town of St. Lucie Village, Florida,
an incorporated municipality

By:_____
William G. Thiess, Mayor

_____
Signature of Witness #1

_____
Typed/Printed Name of Witness #1

_____
Signature of Witness #2

_____
Typed/Printed Name of Witness #2

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of [_] physical presence or [_] online notarization, on this ____ day of September, 2020, by William G. Thiess, Mayor of Town of St. Lucie Village, Florida, an incorporated municipality, on behalf of said municipality, who [_] is personally known or [_] has produced a driver's license as identification.

_____
NOTARY PUBLIC

_____
Print or Stamp Name
My Commission Expires: _____

(NOTARY SEAL)

Exhibit A

See attached Deeds

Exhibit B

This Maintenance Access Easement provides access to and across, and the right to improve and maintain, the Easement Area, but only as reasonably necessary for maintaining Grantee's Property and the ditch lying in the drainage and utility easement which runs east and west along the north boundary of the referenced subdivision, including without limitation:

(a) Removing the wooden foot bridge and arch at the north end of Anchor Way, placing a culvert in the ditch, and backfilling with road rock or other suitable material that will support truck or equipment traffic to support stabilizing a maintenance path on the north side of the ditch with shell rock or other suitable material, if Grantee chooses to establish such a maintenance path.

(b) Extending Anchor Way to the north into or through the Easement Area and paving the same.

PROVIDED, HOWEVER, the rights here granted are limited and subject to the following terms and conditions:

1. Any maintenance path, as referenced above, shall be the minimum reasonably necessary to efficiently maintain the ditch.

2. Grantee shall install a locking gate in the Easement Area to stop unauthorized vehicles from crossing the culvert, entering into the north side of the ditch.

3. The Easement Area shall only be used for access to River Woods ditch maintenance and St. Lucie Village Heritage Park maintenance only.

4. That a gate key shall be provided to the residents on either side of the Easement Area, so they can access their ditches for future cleaning; and, Grantee and St. Lucie County shall also have gate keys.

5. Any access and maintenance by Grantee on the Easement Area shall be at Grantee's sole cost and expense and at Grantee's risk.

Laura Marotta

From: Richard Neill <richard.neill@stlucievillagefl.gov>
Sent: Sunday, October 11, 2020 1:15 PM
To: Laura Marotta
Subject: FW: St Lucie School new air conditioner documentation for reimbursement to school account

From: Paul Sinnott <psinnott0@gmail.com>
Sent: Monday, September 28, 2020 12:09 PM
To: Richard Neill <richard.neill@stlucievillagefl.gov>
Cc: William Thiess <william.thiess@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: Re: St Lucie School new air conditioner documentation for reimbursement to school account

Thank you, all, for your attention to this. I would like to clarify that we have installed the larger 5-ton air conditioner which cost $4,865 (not $4,685). Please see below the invoice and documentation of payment from SLV school fund for recent ac installation..
Thank you again for your support of the school.
Anne

On Mon, Sep 28, 2020 at 12:00 PM Richard Neill <richard.neill@stlucievillagefl.gov> wrote:

Anne, Bill and Donna,

The $4685 is within the approved budgeted amount and can be reimbursed to the School account from the MSTU account, now. It's probably best to get a copy of the paid invoice from Anne.

On the $14,440.47 reimbursement to the Village, either hold off until I get clarification or limit reimbursement to the $10,000 specifically advanced.

I'll have this on the agenda for October for clarification/consideration.

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 to the communication. If you received this email in error, please notify the senderby reply e-mail and delete all materials from all computers.

From: Paul Sinnott <psinnott0@gmail.com>
Sent: Friday, September 25, 2020 4:36 PM
To: Richard Neill <richard.neill@stlucievillagefl.gov>
Cc: William Thiess <william.thiess@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: Re: St Lucie School new air conditioner documentation for reimbursement to school account

Thank you, Richard. Yes, that is correct. $4,865 was spent 9/16/20 from the school's account on the new ac for the social hall west wall, and I'm asking that this be reimbursed by transferring this amount from the MSTU fund to the school's account.

Thank you for your time,

Anne

On Fri, Sep 25, 2020 at 4:25 PM Richard Neill <richard.neill@stlucievillagefl.gov> wrote:

Anne,

To make sure I understand--the $4865 to be reimbursed was spent on what we called the social hall west hall on the budget?

On the $4,440.47, I made a mistake. I thought the Village had advanced that. I effectively asked the Board for the wrong thing—it didn't need to reimburse itself; so, I probably need to clarify that before we do anything.

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: Paul Sinnott <psinnott0@gmail.com>
Sent: Tuesday, September 22, 2020 8:32 AM
To: Richard Neill <richard.neill@stlucievillagefl.gov>; William Thiess <william.thiess@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>
Subject: Fwd: St Lucie School new air conditioner documentation for reimbursement to school account

Thank you, Richard, for providing more clarification on the MSTU funding for the St. Lucie School capital improvements. Below please see last week's new air conditioner replacement documentation and please transfer this $4,865 to the school account. I will use these funds to pay for the second air conditioner for the front classroom. Following this upcoming installation and school payment of this second ac unit and payment by the school, I will again request Village reimbursement/ transfer of funds to the school account.

Additionally, re: the school's extensive capital improvement projects from 1919/20--- will the school receive reimbursement and transfer of funds to its account the $4,440.47 spent by the school in excess of the $10,000 which the Village transferred to school from its general account in September 2019? (Please see those expenditures documentation on the spreadsheet I sent to you July 31st)

Thank you for addressing this and for clarifying.

Anne

---------- Forwarded message ---------
From: **psinnott0@gmail.com** <psinnott0@gmail.com>
Date: Tue, Sep 22, 2020 at 8:04 AM
Subject: St Lucie School new air conditioner documentation for reimbursement to school account
To: Paul Sinnott <psinnott0@gmail.com>

Richard Neill

From: Richard Neill
Sent: Friday, September 25, 2020 12:07 PM
To: Laura Marotta
Subject: FW: RE: St Lucie Village

From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Friday, September 25, 2020 8:20 AM
To: Donna Dennis <donna.dennis@stlucievillagefl.gov>
Cc: Richard Neill <richard.neill@stlucievillagefl.gov>; psinnott0@gmail.com; Scott Dennis <scott.dennis@stlucievillagefl.gov>
Subject: RE: RE: St Lucie Village

Donna,

Thanks for getting this information. I did call John Ligon yesterday and confirmed that members of the Village School Board are included in the definition of "designated member" and are covered under our General/Professional Liability. When John sent his email below he was not aware that the school board at issue was a Village board created by and selected by the Board of Aldermen.

Bill

From: Donna Dennis <donna.dennis@stlucievillagefl.gov>
Sent: Wednesday, September 23, 2020 1:51 PM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Subject: Fwd: RE: St Lucie Village

Hi Bill,

Please see below ref insurance...

Donna
Donna Dennis
Clerk, St. Lucie Village
---------- Forwarded message ----------
From: John Ligon <JLigon@flcities.com>
Date: Sep 23, 2020 12:08 PM
Subject: RE: St Lucie Village
To: Donna Dennis <donna.dennis@stlucievillagefl.gov>
Cc:

Hello Donna,

I have attached the named storm deductible for the Town on page 2 of the first attachment. Regarding the School Board members, the FMIT policy would not cover the School Board because they are not included in the definition of a member which is the second attachment. The designated member is the Town of St. Lucie Village. Please tell the mayor

to call me if he has additional questions and I will be happy to help and answer any questions he may have. I can also visit the Town in person if he would like. My number is below.

Have a great afternoon,

John Ligon
Florida League of Cities, Inc.
125 E. Colonial Dr.
Orlando,FL 32801
386-479-3129
jligon@flcities.com

FLC
FLORIDA LEAGUE OF CITIES
LOCAL VOICES MAKING LOCAL CHOICES

From: Donna Dennis <donna.dennis@stlucievillagefl.gov>
Sent: Tuesday, September 22, 2020 3:50 PM
To: John Ligon <JLigon@flcities.com>
Subject: St Lucie Village

Hi John,

Please advise the storm damage deductible for the Village. The Mayor would also like to know if the School Board members are covered under the professional liability part of the policy.

Thank you and Regards,

Donna

Donna Dennis

Clerk

Laura Marotta

From: Richard Neill <richard.neill@stlucievillagefl.gov>
Sent: Wednesday, October 07, 2020 3:28 PM
To: William Thiess
Cc: Donna Dennis; Scott Dennis; Laura Marotta
Subject: RE: Village Insurance

Thanks, Bill. Appreciate your follow up. 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: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Tuesday, October 6, 2020 7:44 AM
To: Richard Neill <richard.neill@stlucievillagefl.gov>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Scott Dennis <scott.dennis@stlucievillagefl.gov>
Subject: Village Insurance

Richard,

I spoke with John Ligon, FMIT, about removing items from our insured buildings and structures and reducing coverage for buildings. John said that there was no problem deleting any of the minor items from the insured list (fences, sheds, monuments, etc.). I explained the situation with Shade tree Studio (I.e., will probably be abandoned or demolished in 6 months or sooner if severely damaged by hurricane) and he said there is no problem dropping that from FMIT coverage and self-insuring it.

I also spoke with Amy Griffin at the County regarding the insured items in Heritage Preserve and she said that she did not know if they would be insured by the County. She did say that the County's insurance does not list individual items

like those listed in our coverage., they would probably just be added onto a claim if there was significant damage from a storm. Amy said she could not recall any significant theft or damage of these kind of facilities at County-owned parks or preserves. She did give me a contact at SLC Risk Management, Kara DePasquale (462-6419). I called Kara last week, but just got her voice mail and left a message and she has not called me back yet. I can't imagine that the Village would accept any significant risk by self-insuring the facilities at Heritage Preserve. I think it is likely that the County would assist in any needed repairs or replacements.

If we drop Shade Tree Studio and all of the minor items from the FMIT coverage, the premiums listed on the "Premium by Location" list we received would be decreased by $2,595.

Bill

Clerk

Qualifications:

City Charter

1. Shall be elected and serve for a two year term and until a successor is elected and/or qualified as provided by Statute or Ordinance.

2. Shall be bondable and before entering office, shall execute a bond in such amount as specified by statute or by the Board.

Election Ordinance

3. Shall have continuously resided or will have continuously resided therein for a period of 30 days prior to the date of any election.

Duties:

City Charter

1. Shall be custodian of the city seal and shall affix its impression on documents whenever it is required.

2. Shall act as and perform all of the duties of the City Treasurer unless the duties are otherwise assigned by resolution of the Board to the Deputy Clerk.

3. Shall take minutes of all meetings of the municipality, unless the duty is otherwise assigned by resolution of the Board to the Deputy Clerk.

4. Shall be custodian of all property, documents and records belonging to the City which are not assigned to the custody of some other officer.

5. Shall perform such other duties and functions as may be required by Statute, Ordinance, Resolution or directive of the Mayor or Board.

Resolution 86-1

~~6. Shall be custodian of the city seal and shall affix its impression on documents whenever it is required.~~

7. ~~Shall act as and perform all of the duties the City Treasurer unless and until a separate Treasurer is appointed.~~ Shall keep accounts showing all monies received and the source and disposition thereof. Shall not pay any bills unless directed to do so by the Board. Shall make a monthly financial report which shall be included in the official Minutes of the City.

8. ~~Shall take minutes of all meetings of the municipality~~. Shall transcribe the minutes and make copies for the next scheduled meeting of the municipality. Shall hand deliver or mail a copy of the transcribed minutes to the Mayor, each member of the Board, and the City Attorney at least one week prior to the next scheduled meeting.

~~9. Shall be custodian of all documents and records belonging to the City which are not assigned to the custody of some other officer.~~

10. Shall keep a record of ordinances, all licenses and permits issued and the payments thereof.

11. Shall keep and maintain a proper index to all documents and records kept.

12. Shall receive or pick up mail of the municipality at least two times per week. Shall advise the Mayor or Chairman of the Board of any important correspondence and shall answer any mail inquiry as directed by the Mayor or Board.

13. Shall maintain a listed and published telephone number.

14. Shall assist the budget planning committee in the preparation of an annual budget for the municipality by furnishing all figures and records.

15. Shall not give any official opinion or statement concerning city ordinances or policies except through direction of the Mayor or Board.

~~16. Shall perform such other duties and functions as may be required by Statute, Ordinance or directive of the Mayor or Board.~~

Other Suggestions

17. Shall be in charge of issuing annual notices for occupational licenses.

18. Shall be proficient on QuickBooks.

19. Shall be familiar with payroll and payroll taxes.

20. Shall answer surveys received from the State of Florida and others.

Laura Marotta

From: Richard Neill <richard.neill@stlucievillagefl.gov>
Sent: Sunday, October 11, 2020 1:13 PM
To: Laura Marotta
Subject: FW: MasTec Restoration

From: Michael Chidgey <mchidgey@fpua.com>
Sent: Monday, October 5, 2020 10:01 AM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Cc: Richard Neill <richard.neill@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>; Scott Dennis <scott.dennis@stlucievillagefl.gov>
Subject: RE: MasTec Restoration

Got it. I asked them to make the repair of the drainage a priority as it's causing some wash out into the road. They plan to get a crew out there as soon as we have a couple of dry days.

FPUA COMMUNITY PROUD

Michael Chidgey
Engineering Technician II
Electric & Gas Engineering
Fort Pierce Utilities Authority
mchidgey@fpua.com
772.466.1600 ext. 6459

From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Monday, October 5, 2020 9:05 AM
To: Michael Chidgey <mchidgey@fpua.com>
Cc: Richard Neill <richard.neill@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>; Scott Dennis <scott.dennis@stlucievillagefl.gov>
Subject: RE: MasTec Restoration

CAUTION: This email originated from outside of FPUA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I agree that things will have to dry up some to do effective restoration. I just wanted to point out the areas where we have had complaints. Thanks for addressing.

From: Michael Chidgey <mchidgey@fpua.com>
Sent: Monday, October 5, 2020 7:13 AM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Cc: Richard Neill <richard.neill@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>; Scott Dennis <scott.dennis@stlucievillagefl.gov>
Subject: RE: MasTec Restoration

Bill,

I will pass this on to MasTec.

I had discussed this with Kevin (Foreman for MasTec) a week or two ago. He expressed concerns with restoring areas that are severely waterlogged – he wants the residents to be happy, but is concerned that the amount of water will impede successful restoration.

I will ask them to begin with the restoration and will provide a timeline as I hear from them.

Thanks,

Michael Chidgey
Engineering Technician II
Electric & Gas Engineering
Fort Pierce Utilities Authority
mchidgey@fpua.com
772.466.1600 ext. 6459

From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Sunday, October 4, 2020 5:50 PM
To: Michael Chidgey <mchidgey@fpua.com>
Cc: Richard Neill <richard.neill@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>; Scott Dennis <scott.dennis@stlucievillagefl.gov>
Subject: MasTec Restoration

CAUTION: This email originated from outside of FPUA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mike,

We are still getting complaints regarding the lack of restoration by MasTec on the underground utility project. Now that the project is substantially completed, it would be good to start addressing these. Based on complaints I have received, the following locations need to be addressed:

1. A small drainage pipe (6"?) on the south side of 2611 NIRD appears to have been broken during the work. After the recent heavy rains, water could be seen bubbling up in the vicinity of two cleanouts (Photos 1 and 2). The break appears to be in the location shown in Photo 1 closest to the road. When I looked at this with Chris Langel (the resident at 2611) yesterday, there was minimal flow coming out the east end of the pipe in the lagoon, but plenty coming out of the two cleanout locations. Chris would like to have the pipe repaired and the area shown in Photo 1 on the south side of his property restored with sod.
2. Photo 3 shows an area where the sod is rutted up pretty bad in front of 2529 NIRD (Ladd Aliff residence). This was a major unloading/loading area used by MasTec during the project and it needs to be restored. We have discussed the larger restoration issues on Mr. Aliff's property with you previously and those are being pursued with Comcast and other contractors, hopefully with reimbursement by FPUA or MasTec on some of it. Mr. Aliff is pursuing repairs to his drainfield with Comcast and we are supporting that effort to the extent that we can.

3. Photo 4 shows restoration needed from installation of a pad-mounted transformer on the south side of 2713 NIRD.
4. Photo 5 shows restoration needed from installation of a pad-mounted transformer on the south side of 2825 NIRD.
5. Photo 6 shows a rutted up area in front of the south side of 2925 NIRD. This area was used for unloading and loading equipment during the project.

This is not intended to be a comprehensive list of needed restoration, it only addresses the most severe areas where I have received complaints. I do think it covers most of the really noticeable areas. It has been so long since MasTec had equipment out there, it is difficult to determine who is responsible for rutting up the grass in several areas east of North Indian River Drive. Some of this could be from local traffic on very wet areas, but we would appreciate all that MasTec can do to restore the areas they are responsible for.

Thanks for any assistance you can provide in addressing these restoration needs.

Bill

Please note: Florida has a very broad public records law. Most written communications to or from Fort Pierce Utilities Authority employees regarding government business are public records, available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

(For additional information, go to https://www.fpua.com/Information/PrivacyInformation.aspx)

Richard V. Neill, Jr.

From: Richard V. Neill, Jr.
Sent: Thursday, October 15, 2020 10:58 AM
To: William Thiess (william.thiess@stlucievillagefl.gov); Ingrid Vanhekken; Dale Reed; Jim Grimes; John Langel; Tim Ritter
Cc: Donna Dennis; Scott Dennis; Laura Marotta
Subject: Garbage/Yard Waste Service

Good morning,

I am hearing complaints about the garbage/yard waste service, particularly the yard waste, including at my house.

I wanted to mention it to you because I have a feeling that this is more than just a Covid related change.

Our experience at home had been that we had a good relationship with our yard waste crew. My wife, Nancy, had an understanding with them concerning what they would pick up and preferences they had, and really had no issues. More recently service has been quite different, and it seems that they won't pick up what they would before. When Nancy called and spoke to someone, explaining how she had been able to work with the prior crew, she was told that WastePro doesn't do "concierge service".

Ultimately, after three or four weeks of not picking up our pile (but picking up yard waste in garbage cans), the pile was picked up on Monday with the claw truck.

(Nancy was also told not to put a second pile of yard waste from the other side of our property.)

Another resident tells of putting out some material in a garbage can and also laying banana stalks on the ground, and the banana stalks were left. That resident reported that the yard crew does not pick up on a weekly basis and that, when she called, the person handling the phone declined to allow her to speak to a supervisor.

The attitude suggests that this may be an ongoing issue, and that concerns me, so I wanted to mention it.

Are you hearing complaints? What's your own experience?

PLEASE DO NOT REPLY ALL.

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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IN RE: PETITION FOR VARIANCE OF BLAINE AND LADONNA ONEY

ORDER

This matter came before the Board of Adjustment of the Town of St. Lucie Village, Florida, on September 23, 2020 at 6:30 p.m. The hearing was held via GoTo meeting. Blaine Oney and LaDonna Oney had requested a variance to give them relief from the 25 foot setback requirement on the north, south and east sides of their property located at 495 Peninsula Drive.

The Board of Adjustment, having heard the petition of Mr. and Mrs. Oney, having heard from petitioners, having heard from two members of the public who attended the meeting, and having given the matter full consideration, finds as follows:

1. This hearing was properly noticed by publication and mailed notices, as required by the St. Lucie Village Zoning Ordinance.

2. The subject property is a residence located at 495 Peninsula Drive, Fort Pierce, Florida 34946, and has tax I.D. number 1421-601-0020-000-7. Its legal description is reflected on the deed attached hereto as Exhibit A.

3. The Oneys requested a variance for relief to give them relief from the 25 foot setback requirement on the north, south and east sides of their property.

4. The Oneys request is based on unusual circumstances, including that the setbacks are 25 feet on three sides of their lot, that there is a undeveloped right of way immediately north of their property which is 50 feet wide (north to south), that the existing structure is already within the south set back, being approximately 17 feet from the seawall, and that the north side of the existing structure is also in the setback, with the stairs being approximately 14.6 feet from the north boundary line of the property.

5. Literal enforcement of the Ordinance would deprive the Oneys of rights commonly enjoyed by other property owners in the same zoning district.

6. Granting the variance as specified herein will not be materially detrimental or injurious to other property or improvements in the neighborhood.

7. Granting the variance will not confer any special privilege to Mr. and Mrs. Oney which is denied to owners of similar properties.

8. The variance set forth below is the minimum variance which will make possible this reasonable use.

9. The spirit and intent of the Zoning Ordinance and Town Comprehensive Plan are not opposed to the variance.

It is thereupon,

ORDERED as follows:

1. The requested variance is granted to Blaine Oney and LaDonna Oney so that they are relieved from the setback limitations in the 1995 Zoning Ordinance, as amended ("the Ordinance") on the north, south, and east sides of their property, to the specific extent described below:

a) The Oneys may construct a garage which (i) extends into the south setback, but not closer than 16.75 feet from the bulkhead at its southwest corner and (ii) is configured so that the south wall of the garage is in line with an extension of the south line of the now existing structure; provided, however, that this relief is conditioned on the west wall of the garage being located at least 35 feet from the west boundary of the Oneys' property. Relief from the south set back is also granted to allow for reconfiguration for the structure(s) to the east of the planned garage, provided that any such structure also extend no further south than an extension of the south building line of the existing structure, which will be no closer to the bulkhead than 17 feet.

b) The Oneys may construct a swimming pool within the setback on the east side of their property, provided, however, that the swimming pool shall be located at least 10 feet from the bulkhead on the east side of the property.

c) The Oneys may construct a second floor balcony or deck which extends from the residence into the setback on the north side of the property to within, but not closer than, 8.25 feet of the north boundary of their property.

2. The Oneys are not otherwise granted relief from the provisions of the Ordinance, the applicable building code(s), or any permit requirement(s).

3. This variance expires automatically in twelve (12) months unless a building permit has been issued.

DONE AND ORDERED by the Board of Adjustment of the Town of St. Lucie Village, Florida, this _____ day of October, 2020.

BOARD OF ADJUSTMENT TOWN OF
ST. LUCIE VILLAGE, FLORIDA

By: _____
JIM VAN HEKKEN
Chairman

Copies furnished to:

Blaine and LaDonna Oney
Board of Aldermen
Donna Dennis, Deputy Clerk

Board of Adjustment
William G. Thiess, Mayor
Carl Peterson, Building Official

IN RE: PETITION FOR VARIANCE OF CHARLES AND HELON JONES

ORDER

This matter came before the Board of Adjustment of the Town of St. Lucie Village, Florida, on September 23, 2020 at 6:30 p.m. The hearing was held via GoTo meeting. Charles H. Jones and Helon R. Jones requested a variance to permit a Carolina Carport-type structure to extend 5 to 6 feet beyond the front of their house and approximately 5 feet into the setback on the north side of their property located at 3711 Outrigger Drive.

The Board of Adjustment, having heard the petition of Mr. and Mrs. Jones, having heard from petitioners, having provided an opportunity for public comment (and receiving none), and having given the matter full consideration, finds as follows:

1. This hearing was properly noticed by publication and mailed notices, as required by the St. Lucie Village Zoning Ordinance.

2. The subject property is a residence located at 3711 Outrigger Drive, Fort Pierce, Florida 34946, and has tax I.D. number 1421-802-0009-000-1. Its legal description is reflected on the deed attached hereto as Exhibit A.

3. The Jones requested a variance for relief to permit a Carolina Carport-type structure to extend 5 to 6 feet beyond the front of their house and approximately 5 feet into the setback on the north side of their property

4. The Jones request is based, in part, on the unusual circumstance that an oak tree is located such that a Carolina Carport-type structure sized for their recreational vehicle (14 feet x 36 feet) cannot be located completely behind the front line of the residence.

5. Literal enforcement of the Ordinance would deprive the Jones of rights commonly enjoyed by other property owners in the same zoning district.

6. Granting the variance as specified herein will not be materially detrimental or injurious to other property or improvements in the neighborhood.

7. Granting the variance will not confer any special privilege to Mr. and Mrs. Jones which is denied to owners of similar properties.

8. Based on the information presented, the Carolina Carport-type structure will extend 5 feet in front of the front of the front line of the residence and 3 feet into the side (north) setback; so, the variance set forth below is the minimum variance which will make possible this reasonable use.

9. The spirit and intent of the Zoning Ordinance and Town Comprehensive Plan are not opposed to the variance.

It is thereupon,

ORDERED as follows:

1. The requested variance is granted to Charles H. Jones and Helon R. Jones so that they are relieved from the setback limitations in the 1995 Zoning Ordinance, as amended ("the Ordinance") to the extent that they may install a Carolina Carport-type structure extending up to 5 feet beyond the front line of their residence and approximately up to 3 feet into the setback on the north side of their property; provided, however, the variance shall be reconsidered in the event that the oak tree, which currently blocks a more westerly location, dies.

2. The Jones are not otherwise granted relief from the provisions of the Ordinance, the applicable building code(s), or any permit requirement(s).

3. This variance expires automatically in twelve (12) months unless a permit has been issued.

DONE AND ORDERED by the Board of Adjustment of the Town of St. Lucie Village, Florida, this _____ day of October, 2020.

BOARD OF ADJUSTMENT TOWN OF
ST. LUCIE VILLAGE, FLORIDA

By: _____
JIM VAN HEKKEN
Chairman

Copies furnished to:

Charles and Helon Jones
Board of Adjustment
Donna Dennis, Clerk

Board of Aldermen
William G. Thiess, Mayor
Carl Peterson, Building Official

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Tuesday, October 13, 2020 11:45 AM
To: Carl Peterson
Cc: Laura Marotta; William Thiess (william.thiess@stlucievillagefl.gov); Donna Dennis
Subject: FW: 2825 NIRD query -- 2304 N US 1
Attachments: image001.jpg

From: Richard V. Neill, Jr.
Sent: Tuesday, October 13, 2020 11:35 AM
To: 'William Thiess' <william.thiess@stlucievillagefl.gov>; Walter McBride <mcphish1@gmail.com>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>
Subject: RE: 2825 NIRD query

Bill,

That's a good point on the dock and I appreciate your thinking of it.

I'll also reach out to Carl to see if he thinks of any high level issues.

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: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Tuesday, October 13, 2020 11:31 AM
To: Walter McBride <mcphish1@gmail.com>; Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: RE: 2825 NIRD query

Richard,

I have been on the Village Board since 1988, I believe, and I can say with near certainty that this lot has not been subdivided since 1995. That certainly would have come before the Board and it did not. Also, the adjoining properties would have no logical reason to add property resulting from a subdivision of 2825 and none of the adjoining lots were created after 1988.

That being said, another issue that the owner needs to be aware of is the minimum frontage to build a dock. The current Zoning Ordinance requires 75' frontage on the water for dock construction. That ordinance states "Established residences on the Indian River that previously met frontage requirements shall be exempt from the 75 foot minimum if they have at least 50 feet of frontage." That would not apply to the newly created back lot with 54 feet of frontage.

Bill

From: Walter McBride <mcphish1@gmail.com>
Sent: Tuesday, October 13, 2020 10:09 AM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Cc: William Thiess <william.thiess@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: Re: 2825 NIRD query

I added the house pad lines so you could see my idea of staggering them so they both have good water views.

Thanks Walter McBride

On Tue, Oct 13, 2020, 9:54 AM Richard V. Neill, Jr. <RNeillJr@neillgriffin.com> wrote:

Bill,

I wanted to make you aware of a query and my initial thinking; and, I am copying the inquirer, so he has that input also.

I was contacted by Mr. Walter McBride concerning splitting the property located at 2825 North Indian River Drive into two lots. His thought on how to divide the property is depicted in the email below.

Because the lot is, according to Property Appraiser's office, just over 1.6 acres, I think that it can be divided. The main question would seem to me to be whether there is a "free subdivision" permitted on the property. I just don't know whether it has been divided since 1995 and I'm not sure of the easiest way to figure that out.

If it has been divided since 1995, the remaining part could still be subject to division, provided the owner could comply with the Subdivision Ordinance and subdivide it formally.

One thing that was mentioned is a plan to build two new residences on the property. That led me to confirm that Mr. McBride intends to remove the existing structure, which I understand is one of our historical structures.

I acknowledged that the Village does not currently have a historical preservation ordinance, but did indicate I expected there would be some issue related to destruction of such a structure. (And, I should mention that the Board must approve any demolition permit.) Mr. McBride did indicate that he would be happy to allow the historical structure to be moved.

I am curious as to your thoughts and any knowledge about how long the property/lot has been configured in its current form.

Thanks.

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

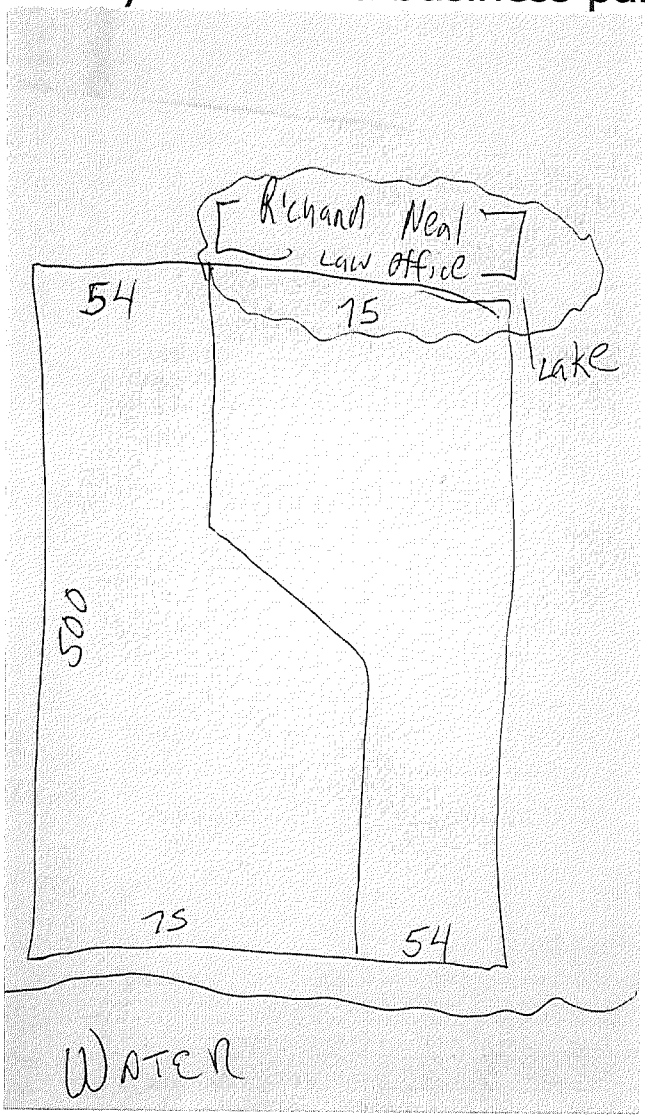
Fax: 772-464-2556

richard.neill@stlucievillagefl.gov

Laura Marotta

From: Walter McBride <mcphish1@gmail.com>
Sent: Monday, October 12, 2020 4:34 PM
To: Richard V. Neill, Jr.
Cc: Laura Marotta
Subject: Re: St Lucie Village

Hey Richard, I have attached a drawing to show my idea. It will be a big upgrade in value for the property. It will also be a nice set up lay out wise on the lot. This will be for my own home and also one for my friend and business partner.



regards, Walter McBride
772-777-0648

On Mon, Oct 12, 2020 at 4:05 PM Richard V. Neill, Jr. <RNeillJr@neillgriffin.com> wrote:

Mr. McBride,

My contact info is below. I also have an official village email address which is richard.neill@stlucievillagefl.gov.

This email at the law firm is more closely monitored. FYI—email to either address about Village business is almost always public record.

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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Laura Marotta

From: stevea@wbsproperties.com
Sent: Tuesday, October 13, 2020 4:06 PM
To: Richard V. Neill, Jr.
Cc: Laura Marotta; 'William Thiess'; 'Donna Dennis'
Subject: RE: St Lucie village -- Merino mobile home inquiry

Richard,

Thanks for all your help

Steven Aberman
WBS Properties
Director of Real Estate
Licensed Sales Associate / Brookside Realty
5801 Congress Ave
Suite 219
Boca Raton, FL 33487
561-239-7531 (Cell)
561-860-9402 (Office)
stevea@wbsproperties.com
https://www.loopnet.com/brokerdirectory/profile/Steven-Aberman/53l1q9q
www.wbsproperties.com

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From: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Sent: Tuesday, October 13, 2020 4:05 PM
To: stevea@wbsproperties.com
Cc: Laura Marotta <LMarotta@neillgriffin.com>; William Thiess (william.thiess@stlucievillagefl.gov) <william.thiess@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>
Subject: FW: St Lucie village -- Merino mobile home inquiry

Steve, please see below and attached re the mobile home question and zoning on this property. 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: Richard V. Neill, Jr.
Sent: Wednesday, August 12, 2020 9:15 AM
To: Laura Marotta <LMarotta@neillgriffin.com>
Subject: FW: St Lucie village -- Merino mobile home inquiry

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: Richard V. Neill, Jr.
Sent: Thursday, July 30, 2020 4:38 PM
To: 'johnlsheehan@bellsouth.net' <johnlsheehan@bellsouth.net>
Cc: William Thiess (william.thiess@stlucievillagefl.gov) <william.thiess@stlucievillagefl.gov>; 'Donna Dennis' <donna.dennis@stlucievillagefl.gov>; Carl Peterson <carl.peterson@stlucievillagefl.gov>
Subject: FW: St Lucie village -- Merino mobile home inquiry

John,

Here's that email I referenced, with the 2 original exhibits, which you can share with the prospective purchaser on the mobile home question.

I did also add a couple of additional excerpts from the Zoning Ordinance re the zoning district, lot size/dimensions, and permitted uses.

The entire zoning ordinance and all amendments are posted online at the Village's website: stlucievillagefl.gov

Hope that this helps.

Regards,

Richard

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
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Fax: 772-464-2566
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From: Richard V. Neill, Jr.
Sent: Tuesday, May 19, 2020 2:25 PM
To: 'creel1074@ymail.com' <creel1074@ymail.com>
Cc: Carl Peterson <carl.peterson@stlucievillagefl.gov>; William Thiess (william.thiess@stlucievillagefl.gov) <william.thiess@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>; 'Scott Dennis' <scott.dennis@stlucievillagefl.gov>
Subject: St Lucie village -- Merino mobile home inquiry

Mr. Merino,

You had contacted me last week about the triangle shaped property on Old Dixie Highway just north of Crystal Water. It's a .72 acre parcel, according to Property Appraiser.

The zoning of that property is R-2. You asked if you could put a mobile home on it. I have consulted with the Building Official and conclude that you can use a mobile home as a single family dwelling in that zoning district, **but only on certain conditions**.

First, it has to be a Class "A" Mobile Home under the Village Zoning ordinance definitions (see attached) and, second, it must be approved by the Board of Aldermen in accordance with the provisions of Section 3.12.9 of the Zoning Ordinance, also attached.

In order to know if you can put any particular mobile home on the property, you would have to make application and get approval that the Board accepts it as a single family dwelling. I would strongly suggest that you not to buy any mobile home until you have gotten an OK from the Board on that specific mobile home.

Sincerely,

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

Neill Griffin Marquis, PLLC
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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 to the communication. If you received this email in error, please notify the senderby reply e-mail and delete all materials from all computers.

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Friday, October 09, 2020 5:12 PM
To: William Thiess
Cc: Donna Dennis; Laura Marotta
Subject: RE: 444 Waters Drive (Myers)

From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Friday, October 9, 2020 3:48 PM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>
Subject: RE: 444 Waters Drive (Myers)

Richard,

As you have indicated in your email below, I doubt that the ability to separate these lots was fully vetted back in 2010. That would likely have come to the attention of the Board of Aldermen and I have no recollection of that happening. I do recall that a similar request by Wayne Fuzzard regarding two adjacent lots on Yachtview Lane was discussed by the Board in that approximate time frame and that request to separate the lots was denied.

I do agree with your assessment that the lots cannot be split back into two lots.

Bill

From: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Sent: Friday, October 9, 2020 11:33 AM
To: William Thiess <william.thiess@stlucievillagefl.gov>; 'darlainflorida@yahoo.com' <darlainflorida@yahoo.com>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: 444 Waters Drive (Myers)

Bill,

I have been in communication with Darla Myers who owns the property at 444 Waters Drive. I told her that I would lay out my thoughts on her issue for her (she is copied on this email) and you.

The Parcel ID for her property is 1421-602-0015-000-2. It consists of two platted lots with a single family residence on it. It appears that the residence is located on the westerly lot and that the pool to its east is probably on both lots.

The question is whether, realizing that the pool could be an issue, the two lots could be separated and become separate buildable lots. She is sure that she looked into the issue earlier and was told that the property could be treated as two, buildable lots.

I cannot find a hard file, but what is on our server, indicates that I very likely communicated to her in June, 2010, as we were doing the Comp Plan and told her the Comp Plan would not affect that issue, but that I had not evaluated whether she could split the lots—I was willing to ask the Board about doing that. I have at least a vague recollection that she came to our office to review documents. We don't seem to think that we spoke at that time. Her recollection is that she did find information to support her position at that time; and, she states that she had also talked to Billy Hatcher about it and he indicated that, as long as she could meet setbacks, a split could be done.

Looking at this currently, I just don't see how the property can be divided into two buildable lots. I want to explain why so you can give any input and so Ms. Myers can review and evaluate the basis for my opinion.

I note that she and another person acquired title as joint tenants in 1994 and that she became sole owner by transfer from him in 1997. It appears to me that, even in 1994, the two lots were joined under this single Property Appraiser's Parcel ID number; and, the key problem is that (per the Property Appraiser) the lots, combined, only total .42 acres.

I have not checked the zoning prior to our 1995 Ordinance because I think the 1995 Ordinance answers the question in how it addresses non-conforming lots.

Pursuant to the 1995 Ordinance, the minimum lot size in the subject zoning district is .5 acres. We know that smaller, non-conforming lots, in existence when the 1995 Zoning Ordinance was adopted, were specifically recognized as being buildable.

But, there were two limiting provisions. The first is that, "such lot must be in separate ownership and not in continuous frontage with other lots in the same ownership."

Secondly, the same section, Section 3.12.2 (D), goes on to say:

> If two (2) or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record on the effective date of this Ordinance, and if all or part of the lots do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this Ordinance.

So, as I read this, the one provision says that the second lot wouldn't qualify as buildable because it is under the same ownership and has continuous frontage. And the other provision says the two lots would be considered an undivided parcel because they have single ownership, continuous frontage, and neither one meets the lot size requirement.

For reference, I am attaching a copy of Section 3.12.2(D) from the Zoning Ordinance.

Regards,

Richard

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